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**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 23rd day of July, 1985, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and William A. and Geraldine Nolen, hereinafter called the Owner(s).

WHEREAS the Board desires to obtain from the Owner an easement across lands owned by the Owner in order that the Board can install a water main; and

THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The Owner hereby grants to the Board an easement to construct and maintain a water main. The easement shall be located within the property of William A. and Geraldine Nolen, said property located within the Northern One-Half of the Northwest Quarter of Section 24, Township 21 South, Range 3 West, Shelby County, Alabama and said parcel being part of the same property as described in Deed Book 343 at Page 820 in the office of the Judge of Probate, Shelby County, Alabama and said parcel being a strip 15.0 feet in width and 7.5 feet in width on either side of a centerline as hereinafter described:

Begin at the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 24, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the northeast corner of the said William A. and Geraldine Nolen property; thence measure in a southerly direction along the east line of said quarter-quarter section a distance of seven and five tenths (7.5) feet to a point, said point being the true point of beginning of said centerline of said strip of land; thence from true point of beginning turn 93°11'29" to the right from previous course and measure in a westerly direction along a line seven and five tenths (7.5) feet south of the north line of said William A. and Geraldine Nolen property a distance of two thousand and ten (2010.0) feet more or less to a point on the west line of said William A. and Geraldine Nolen property, said point being located seven and five tenths (7.5) feet south of the northwest corner of the said William A. and Geraldine Nolen property, said point also being the termination of said centerline of said strip of land.

The area contained in the parcel of land described herein is 0.692 acres, more or less.

2. The Owner grants to the Board the right to enter the easement to construct said water main and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the easement in a manner which adversely affects the water main. The Owner further agrees not to construct any structure within the lands in the easement. After the water main has been installed, the Owner may construct a fence across the easement, should it be desired, however, the Owner shall make such provision as is necessary to allow the entrance of equipment and materials to the easement for the purpose of maintaining said water line.
4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easement as required by the construction and/or maintenance activities associated with the water main. The Board agrees to require that the construction and maintenance work within the easement be done in a workmanlike manner and that any damage to the Owner's property which results from said construction and/or maintenance activities will be corrected by the Board.

5. The Board shall hold the Owner harmless from any liability or damage arising from the water main construction and maintenance operations within the easement.

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6. The Board shall pay to the Owner the sum of \$2,050.00 (two thousand fifty dollars) as compensation in full for the damages of said easement and in consideration for all other obligations described herein.

7. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Board and the Owner, their heirs, successors and assigns.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water and Gas Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its Chairman, on the date first above written, and William A. and Geraldine Nolen does hereby agree to be bound by the terms and conditions of this Agreement, and has executed this Agreement, on the date first above written.

THE ALABASTER WATER AND GAS BOARD
ALABASTER, ALABAMA

By *W.M. Farris*
W.M. Farris, Chairman

Sworn and subscribed before me this
the 11 day of July, 1985.

Jane P. Peek Notary Public

My Commission Expires:

My Commission Expires June 4, 1988

OWNERS

William A. Nolen
William A. Nolen

Geraldine Nolen
Geraldine Nolen

Sworn and subscribed before me this
the 22 day of July, 1985.

James Henry Notary Public

My Commission Expires: 10-26-87

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NE CORNER OF THE NW 1/4 OF
SECTION 24, T. 21 S., R. 3 W.,
SHELBY COUNTY, ALABAMA



NO SCALE

2010.0' ±

EASEMENT

WILLIAM A. AND GERALDINE NOLEN

SHELBY COUNTY ROAD 12

SKETCH OF EASEMENT GRANTED TO
ALABASTER WATER AND GAS BOARD
ACROSS WILLIAM A. & GERALDINE NOLEN PROPERTY

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT IS CORRECT

1985 AUG 16 AM 8:51

James H. [Signature]
JUL 29 1985

RECORDING FEES

Mortgage Tax	\$ _____
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>2.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>