

1210
AGREEMENT
FOR
WATER LINE EASEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the _____ day of _____, 1985, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Charles Edwin Parker, Jr., and Kay Butler Parker, 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 Charles Edwin Parker, Jr., and Kay Butler Parker, said property being located in the northeastern 1/4 of the northeastern 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and said parcel being part of the same property as described in Deed Book 306 at Page 813 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 center line as hereinafter described:

Begin at the northeast corner of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and measure in a westerly direction along the northern boundary of said Section a distance of three hundred seventy-four and nine hundredths (374.09) feet to a point, said point being the true point of beginning of said centerline of said strip of land; thence from the true point of beginning turn $30^{\circ}44'49''$ to the left from previous course and measure in a westerly direction a distance of eighty-four and ninety-eight hundredths (84.98) feet to a point; thence turn $90^{\circ}00'00''$ to the right and measure a distance of fifty and fifty hundredths (50.50) feet to a point on the north boundary of said Charles Edwin Parker, Jr., and Kay Butler Parker property, said point being the termination of said centerline of said strip of land.

The area contained in the parcel of land described herein is 0.047 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.

Alabaster Gas & Water 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.
6. The Board shall provide to the Owner one (1) residential water service tap and connection at no charge to the Owner as compensation in full for the granting 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 Charles Edwin Parker, Jr., and Kay Butler Parker do 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 22nd day of August, 1985.

David R. Thorsburg Notary Public

My Commission Expires: 3/14/89

OWNERS

Charles Edwin Parker
Charles Edwin Parker, Jr.

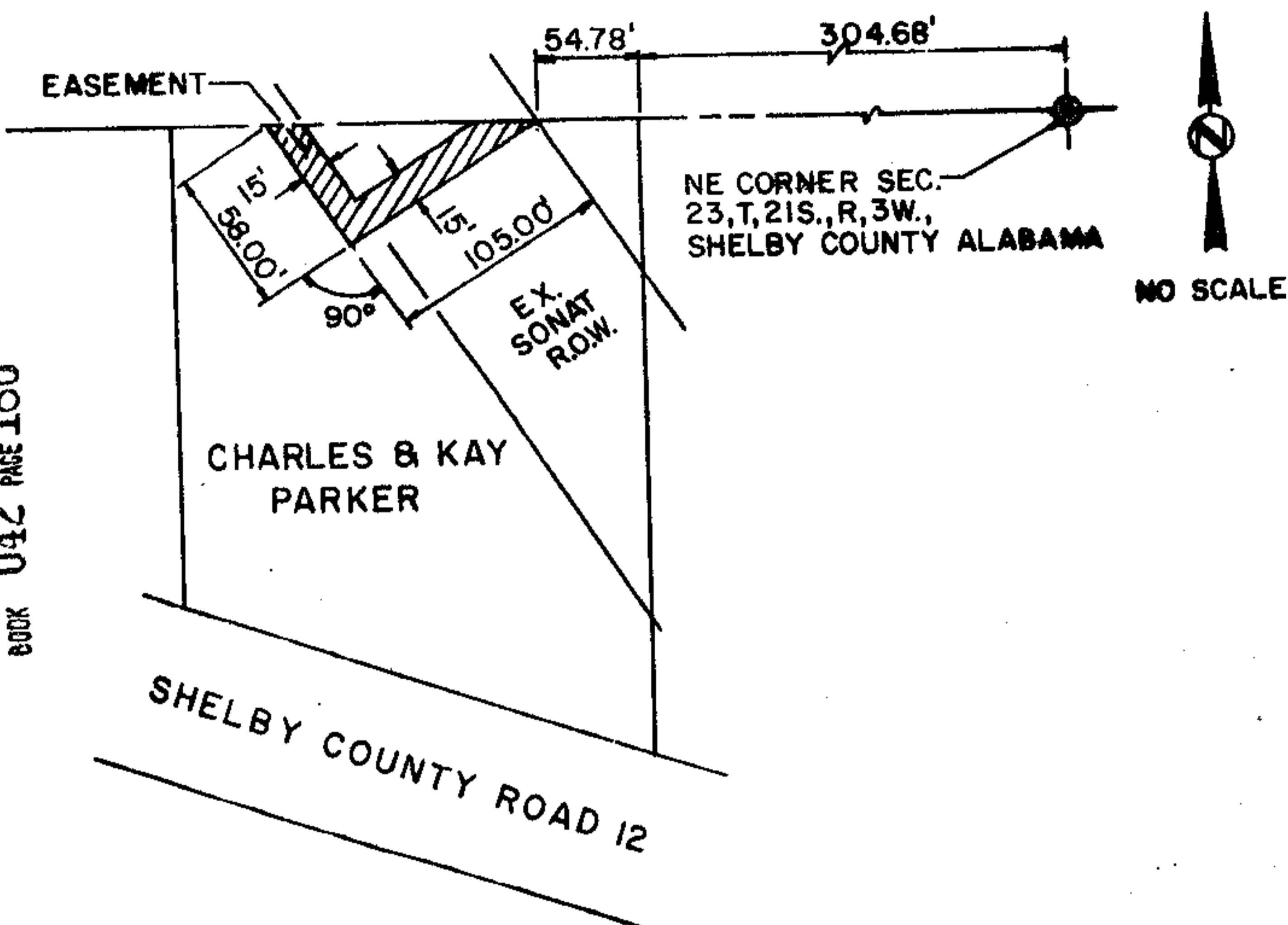
Kay Butler Parker
Kay Butler Parker

Sworn and subscribed before me this
the 23rd day of August, 1985.

David R. Thorsburg Notary Public

My Commission Expires: 3/14/89

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SKETCH OF EASEMENT GRANTED TO
ALABASTER WATER AND GAS BOARD
ACROSS CHARLES & KAY PARKER PROPERTY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 SEP 23 AM 8 28

Rec 7 00
And 1 00
8 00

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE