

444 AGREEMENT
FOR
WATER LINE EASEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 23rd day of May, 1986, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Robert C. and Vickie Degginger, 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 Robert C. and Vickie Degginger, said property being located in the southwest 1/4 of the southeast 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama and said property being the same property as described in Deed Book 34, Page 573 in the office of the Judge of Probate, Shelby County, Alabama and said easement being 10.0 feet wide and approximately 71 feet long. The easement is located adjacent to and immediately north of, the southern boundary of the said Degginger property, said southern boundary of said Degginger property also being the northern Right-of-Way of Shelby County Road 12. The area contained in the easement described herein is 0.016 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

BOOK 684 PAGE 827

Alabaster Water & Gas
P.O. Box 528
Alabaster, AL 35007

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.
6. The Board shall pay to the Owner the sum of seventy-one dollars (\$71.00) 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 Robert C. and Vickie Degginger 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 23 day of May, 1986.

Jane P. Puck Notary Public

My Commission Expires: June 4, 1988

OWNERS

Robert C. Degginger
Robert C. Degginger
214-BH 1034-A
Alabaster, AL 35007

Vickie Degginger
Vickie Degginger

Sworn and subscribed before me this
the 26th day of August, 1986.

John R. Thompson Notary Public

My Commission Expires: 3/14/89

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

1986 AUG -7 AM 8:16

Thomas A. Thompson, Jr.
JUDGE OF PROBATE