

2473

Service Number 231052

SPECIAL SERVICE AGREEMENT

In consideration of the Water Works Board of the City of Birmingham (hereinafter called the Board) agreeing to permit James D. Mason and Sara Mason (hereinafter called Customer) to connect a water service line to the Board's water main at a point on Mimosa Loop Road approximately 5,400' northeast of Dunavant Road (Highway #25) located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 17 South, Range 1 East, and in consideration of \$1.00 paid by the Board to the Customer the receipt of which is hereby acknowledged, the Customer and the Board agree as follows:

1. Upon the payment to the Board of all required fees, the Customer may connect his service line to the Board's existing water main in Mimosa Loop Road approximately 5,400' northeast of Dunavant Road.

2. The Customer represents and warrants to the Board that no other service pipe has been connected to his service line or pipe which will serve only his premises as recorded in Book 332 Page 876 in the Office of the Judge of Probate of Shelby County, Alabama.

3. The Customer will not permit any other party to connect a service pipe to his service line or pipe, or to do anything else which would permit such other party to use the Customer's service connection.

4. The Customer agrees that this water service connection will serve his and only his premises and that in the event he sells or transfers ownership of any of his premises, as described in deed recorded in Book 332 Page 876 in the Office of the Judge of Probate of Shelby County, Alabama, that his service connection will not be used to supply service for any new premises. Whereas, any new premises would require water service, the owner of such property will be required to enter into an Extension of Mains Agreement with the Board for the purpose of extending a water main to the premises to be served, in accordance with the Water Works Board's Rules and Regulations in effect at that time.

5. The Customer agrees that the service line, water meter and meter box will be installed, maintained and used in accordance with the rules and regulations of the Board, as amended from time to time, and of the governing body having jurisdiction over the property.

6. If the Customer does not comply with all of the terms, conditions and provisions of this agreement, the Customer hereby authorizes the Board at its discretion, to discontinue service to the property, building or residence or to any unauthorized structure or property supplied therefrom and the Customer does hereby waive any right, claim, action or cause of action which he may now or hereafter have against the Board or any of its agents, representatives or

J. L. Herron
3600 First Ave No
Birmingham, Alabama

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employees arising out of, or in connection with, the discontinuance of such water service and the discontinuance of the use of said water service line.

7. The terms, conditions and provisions of this agreement shall inure to the benefit of and be binding upon the Water Works Board of the City of Birmingham and the Customer and their respective successors, heirs and assigns.

In witness whereof, James D. Mason and Sara Mason have executed this agreement, and the Water Works Board of the City of Birmingham has caused this instrument to be executed by its duly authorized representatives all as of the 18th day of Sept., 1986.

WITNESS:

THE WATER WORKS BOARD OF
THE CITY OF BIRMINGHAM

Peggy Posey

By Michael D. Vann
Its Asst. General Manager 9H

James D. Mason
James D. Mason

Sara Mason
Sara Mason

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Peggy Posey, a Notary Public in and for said County in said State hereby certify that Michael D. Vann, whose name as Asst. Gen. Mgr. of the Water Works Board of the City of Birmingham a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of Sept., 1986.

Peggy Posey
Notary Public

My Commission Expires June 1-1, 1988

My commission expires: _____

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Caryn D Woods, a Notary Public in and for said County in said State hereby certify that James D. Mason and Sara Mason, whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of September, 1986.

Caryn D. Woods
Notary Public



My commission expires: 9-27-88

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

1986 OCT 31 PM 1:11

Thomas W. Shingleton, Jr.
JUDGE OF PROBATE

1. Doc. Tax	\$	-----
2. Mig. Tax		-----
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>8.50</u>