

\$ 1500.00 consideration

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1361

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 20th day of May, 1988, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Caroline S. Scott Et. AL., 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 commences from a point at the intersection of Shelby County Road Number 44 North ROW and the west boundary of Section 34 in T20S R 3 W in Shelby County, Alabama. Proceed from said point in an easterly direction along the North ROW of County Road Number 44 a distance of 237.16 ft.± to a point of beginning on the North ROW of County Road Number 44 and 10 ft. east of the southeast corner of the parcel of land owned by Alabaster Water and Gas Board as referenced in Deed Book 265 Page 89. The line described from the point of beginning is the centerline of a 20 ft. utilities easement. Proceed from the point of beginning at an angle to the left of 91°07'11"± parallel to and 10 ft. east of the east boundary of the said Alabaster Water and Gas Board property a distance of 106.97 ft. to a point. Thence, turn an angle to the left of 86°27' parallel to and 10 ft. north of the north boundary of said property owned by Alabaster Water and Gas Board as well as the property owned by Southern Natural Gas Company referenced in Deed Book 265 Page 174 a distance of 71.45 ft.± to a point. Thence, at an angle to the right of 86°27', proceed in a northerly direction parallel to and 10 ft. east of the Southern Natural Gas Line Easement east boundary a distance of 818.32 ft.± to a point 10 ft. to the east of the west boundary of the property owned by Caroline S. Scott et. al. as referenced in Deed Book 213 Page 115 in Shelby County, Alabama said boundary also referred to as the west boundary of Section 34 in T 20S R 3 W in Shelby County, Alabama. Thence, proceed in a northerly direction and parallel to and 10 ft. to the east of the said west boundary of the Scott et. al. property to a point on the north boundary of the said Scott et. al. property and 10 ft. east of the Northwest corner of the NW¼ of the SE¼ of Section 34 in T 20S R 3 W.
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.

BOOK 200 PAGE 05

Don Spidler

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.
6. 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.

BOOK 200 PAGE 06

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 Caroline S. Scott Et. AL., 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 20th day of May, 1988.

[Signature]

Notary Public

My Commission Expires: 1/25/90

OWNERS

SEE ATTACHED SIGNATURES

Sworn and subscribed before me this
the _____ day of _____, 1988.

Notary Public

My Commission Expires:

BOOK 200 PAGE 07

OWNERS:

TRUSTEE UNDER THE CAROLINE BAILIE SCOTT
GRANDCHILDREN TRUST, DATED DECEMBER 31,
1987 AND RECORDED IN DEED BOOK 324 PAGE
251, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

By:

William G. Scott
William G. Scott, Trustee

William G. Scott
William G. Scott, Individually

STATE OF LOUISIANA)

ORLEANS PARISH)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that William G. Scott, whose name as Trustee of the Caroline Bailie Scott Grandchildren Trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 21 day of May, 1988.

(NOTARIAL SEAL)

Ellen O. Adams
Notary Public

STATE OF LOUISIANA)

ORLEANS PARISH)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that William G. Scott, ^{a single man} whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of May, 1988.

(NOTARIAL SEAL)

Ellen O. Adams
Notary Public

OWNERS:

TRUSTEE UNDER THE CAROLINE BAILIE SCOTT
GRANDCHILDREN TRUST, DATED DECEMBER 31,
1987 AND RECORDED IN DEED BOOK 324 PAGE
251, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

By: Caroline S. Walters
Caroline S. Walters, Trustee

Caroline S. Walters
Caroline S. Walters, Individually

J. B. Walters, III
J. B. Walters, III, Individually

STATE OF FLORIDA)

CLAY COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Caroline S. Walters, whose name as Trustee of the Caroline Bailie Scott
Grandchildren Trust, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of the
conveyance, he, in his capacity as such Trustee, and with full authority, executed
the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 23 day of May, 1988.

(NOTARIAL SEAL)

Marjorie R. Deese
Notary Public

Notary Public, State of Florida
My Commission Expires Feb. 28, 1992
Bonded thru TROY Title Insurance Co.

STATE OF FLORIDA)

CLAY COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Caroline S. Walters and husband, J. B. Walters, III whose names are
signed to the foregoing conveyance, and who are known to me, acknowledged before me
on this day, that, being informed of the contents of the conveyance, they executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of May, 1988.

(NOTARIAL SEAL)

Marjorie R. Deese
Notary Public

Notary Public, State of Florida
My Commission Expires Feb. 28, 1992
Bonded thru TROY Title Insurance Co.

OWNERS:

TRUSTEE UNDER THE CAROLINE BAILIE SCOTT
GRANDCHILDREN TRUST, DATED DECEMBER 31,
1987 AND RECORDED IN DEED BOOK 324 PAGE
251, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

By:

Albert L. Scott, Jr., Trustee

Albert L. Scott, Jr., Individually

Patricia J. Scott, Individually

BOOK 200 PAGE 10

STATE OF GEORGIA)

FULTON COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that Albert L. Scott, Jr., whose name as Trustee of the Caroline Bailie Scott Grandchildren Trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 27th day of May, 1988.

(NOTARIAL SEAL)

Wanda F. Wood
Notary Public

Notary Public, Georgia, State At Large
My Commission Expires Sept. 1, 1988

STATE OF GEORGIA)

FULTON COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that Albert L. Scott, Jr. and wife, Patricia J. Scott whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of May, 1988.

(NOTARIAL SEAL)

Wanda F. Wood
Notary Public

Notary Public, Georgia, State At Large
My Commission Expires Sept. 1, 1988

OWNERS:

TRUSTEE UNDER THE CAROLINE BAILIE SCOTT
GRANDCHILDREN TRUST, DATED DECEMBER 31,
1987 AND RECORDED IN DEED BOOK 324 PAGE
251, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

By: Margaret S. Jones
Margaret S. Jones, Trustee

Margaret S. Jones
Margaret S. Jones, Individually

Charles F. Jones
Charles F. Jones, Individually

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Margaret S. Jones, whose name as Trustee of the Caroline Bailie Scott
Grandchildren Trust, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of the
conveyance, he, in his capacity as such Trustee, and with full authority, executed
the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 6TH day of JUNE, 1988.

MY COMMISSION EXPIRES MONTH: 1.91

(NOTARIAL SEAL)

Charles F. Jones
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Margaret S. Jones and husband, Charles F. Jones whose names are signed
to the foregoing conveyance, and who are known to me, acknowledged before me on this
day, that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 6TH day of JUNE, 1988.

MY COMMISSION EXPIRES MONTH: 1.91

(NOTARIAL SEAL)

Charles F. Jones
Notary Public

OWNERS:

TRUSTEE UNDER THE CAROLINE BAILIE SCOTT
GRANDCHILDREN TRUST, DATED DECEMBER 31,
1987 AND RECORDED IN DEED BOOK 324 PAGE
251, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

By: Robert W. Scott
Robert W. Scott, Trustee

Robert W. Scott
Robert W. Scott, Individually

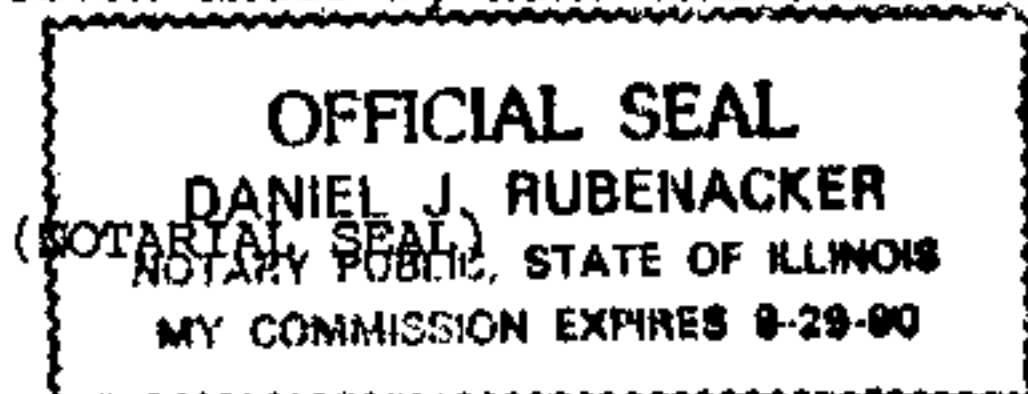
Elizabeth B. Scott
Elizabeth B. Scott, Individually

STATE OF ILLINOIS)

CHAMPAIGN COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Robert W. Scott, whose name as Trustee of the Caroline Bailie Scott
Grandchildren Trust, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of the
conveyance, he, in his capacity as such Trustee, and with full authority, executed
the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 6 day of July, 1988.



STATE OF ILLINOIS)

CHAMPAIGN COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby
certify that Robert W. Scott and wife, Elizabeth B. Scott whose names are signed to
the foregoing conveyance, and who are known to me, acknowledged before me on this
day, that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of July, 1988.



Daniel J. Rubenacker
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1988
AUG 18 AM 8:52
JUDGE OF PROBATE

Daniel J. Rubenacker
Notary Public

1. Deed Tax \$ -
2. Mtg. Tax -
3. Recording Fee 20.00
4. Indexing Fee 9.00
TOTAL 29.00