

1498

AGREEMENT
FOR
GAS LINE EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 30th day of November, 19 88, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and ~~S.I. Lime~~/Dravo Lime Company, hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner a permanent utilities easement across lands owned by the Owner in order that the Board can install and maintain a gas 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 easement is located within the SW $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama on property owned by the Owner as described in Deed Book 282, Page 231 in the office of the Shelby County Probate Judge; said easement being a strip of land fifteen (15.0) feet in width and being seven and five (7.5) feet on each side of a centerline as hereinafter described:

Begin at a point on the west boundary of Alabaster No. 3 Natural Gas Meter Station site, said point being the southwest corner of said site; thence measure in a northeasterly direction along said west boundary a distance of twenty-six and five tenths (26.5) feet to a point, said point being the true point of beginning of said centerline; thence turn an angle of 90° to the left off previous course and measure in a westerly direction a distance of seven and five tenths (7.5) feet to a point; thence turn an angle of 90° to the right and measure in a northeasterly direction a distance of seventy two (72.0) feet to a point; thence turn an angle of 5°00', more or less, and measure in a northeasterly direction a distance of four hundred twenty three (423.0) feet, more or less to a point on the south right-of-way line of the Louisville and Nashville Railroad, said point being located 33.0, more or less, west of Southern Natural Gas Line Mile Post 1.739, said point also being the termination of the centerline of said easement. The area of the easement described herein is 0.10 acres, more or less.

The location and arrangement of the above described easement has been indicated on the attached sketch which is marked "Exhibit A".

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2. The Owner grants to the Board the right to enter the easement to construct said gas 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 gas main. The Owner further agrees not to construct any structure within the lands in the easement. After the gas main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easement, should it be desired, however, the Owner shall allow the entrance of equipment and materials onto the easement for the purpose of maintaining said gas line when necessary.
4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easement as required for the construction and/or maintenance activities associated with the gas 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 gas 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.
7. The Board shall pay the Owner the amount of ten dollars (\$10.00) as full compensation for the easement described herein.

Handwritten: P. do #2954
2/17/89

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 ~~S.I. Lime~~/Dravo Lime Company 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 30 day of December, 1988.

Freddie A. Fisk

Notary Public

My Commission Expires: 3-21-92

OWNER

~~S.I. Lime~~/Dravo Lime Company

James A. Berneburg
James A. Berneburg, Vice President

Sworn and subscribed before me this
the 7th day of December, 1988.

Barbara D. Nelson

Notary Public

My Commission Expires: 3/15/92

RECORDING FEES

Recording Fee,	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>8.50</u>

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

89 FEB 21 AM 8:28

Thomas P. Henderson, Jr.
JUDGE OF PROBATE