

1879

AGREEMENT FOR
WATER LINE EASEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS AGREEMENT, made and entered into on this the 28th day of January, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Caroline Scott, being the sole survivor of the grantees in that deed recorded at Book 241 Page 686 in Shelby County, Alabama, Albert Scott having died on or about the 22nd day of November, 1979; 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 water main;

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. Owner does hereby grant, bargain, sell and convey to Board an easement and right of way upon and across the following described property of Owner:

Commence at the Northwest Corner of the NE 1/4 of the SE 1/4 of Section 34, Township 20 South, Range 3 West; thence run in a southerly direction along the western boundary line of the NE 1/4 of the SE 1/4 of the said Section 34 a distance of 345.02 feet to a point, said point being the northern boundary corner of the property owned by the Owner as described in Deed Book 247 Page 681 as filed in the Shelby County, Alabama, Courthouse; then continue in a southerly direction along the said boundary line a distance of 754.18 feet to a point, said point also being the Point of Beginning of a 25 foot wide permanent utilities easement which lies along and adjacent to the centerline of Navajo Trail, an Alabaster City Street, for a distance of 810 feet more or less to the said northern boundary corner; said easement to lie along the north and west side of the centerline of Navajo Trail from the point of beginning to the said northern boundary corner.

2. The Owner grants to the Board, its employees or agents 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.

4. The Owner grants to the Board the right to remove trees,

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shrubs or other vegetation located within the easement as required for 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 Board shall pay the Owner the sum of \$810.00 as compensation in full for the granting of said easement and in consideration for all other obligations described herein. The Board shall make payment to the Owner within ten (10) days of the date the Owner delivers an executed copy of this easement agreement to the Board.

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 WITNESS WHEREOF, this instrument is executed this the 28th day of JANUARY, 1990.

The Alabaster Water and Gas Board
Alabaster, AL

By: W.M. Farris
W.M. Farris, Chairman

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 28th DAY OF JANUARY, 1990.

MY COMMISSION EXPIRES: 6-19-93 Anne F. Hansell
NOTARY PUBLIC

Owner

Caroline Scott
Caroline Scott

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 28th DAY OF JANUARY, 1990.

MY COMMISSION EXPIRES: 6-19-93 Anne F. Hansell
NOTARY PUBLIC

1. Deed Tax ----- \$
2. Mfg. Tax ----- \$
3. Recording Fee ----- \$ 5.00
4. Indexing Fee ----- \$ 3.00
5. No Tax Fee ----- \$
6. Certified Fee ----- \$ 1.00

FILED OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
91 JAN 31 PM 1:37
JUDGE OF PROBATE

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