

1880

AGREEMENT FOR  
WATER LINE EASEMENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

THIS AGREEMENT, made and entered into on this the 28<sup>th</sup> day of January, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and William Scott, individually and as Trustee of the Caroline Bailie Scott Grandchildren's Trust, 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 follow described property of Owner:

Commence at the southeast corner of the NW 1/4 of the SE 1/4 of Section 34, Township 20 South, Range 3 West; thence run toward the west along the southern boundary of the NW 1/4 of the SE 1/4 of the Said Section 34 a distance of 330.05 feet more or less to a point; then proceed approximately 90 deg. in a northerly direction of a distance of 41.69 feet more or less to an iron pin, said point being a boundary corner for the property owned by the Owner as described in Deed Book 120 Page 685 as filed in the Shelby County, Alabama, Courthouse; said point also being the Point of Beginning for 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 395 feet more or less to the eastern boundary of said quarter-quarter section; said easement to lie along the west and north side of the centerline of Navajo Trail from the said point of Beginning to the said quarter-quarter line.

ALSO,

Commence at the Northeast Corner of the NW 1/4 of the SE 1/4 of Section 34, Township 20 South, Range 3 West; thence run in a southerly direction along the eastern boundary line of the NW 1/4 of the SE 1/4 of the said Section 34 a distance of 345.02 feet to a point, said point being a boundary corner of the property owned by the Owner as described in Deed Book 120 Page 685 as filed in the Shelby County, Alabama, Courthouse, 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 200 feet; said easement to lie along the north and west side of the centerline of Navajo Trail from the point of beginning for a distance of 200 feet more or less.

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 grants to the Board the right to use the lands within the easement as

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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, 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 Caroline Bailie Scott Grandchildren's Trust the sum of \$595.00 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 28<sup>th</sup> 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 28<sup>th</sup> DAY OF JANUARY, 1990.

MY COMMISSION EXPIRES: 6-19-93 Annex T. Stansell  
NOTARY PUBLIC

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

91 JAN 31 PM 1:38  
JUDGE OF PROBATE

William J. Scott  
William Scott, individually and as Trustee  
of the Caroline Bailie Scott Grandchildren's  
Trust

|                  |         |
|------------------|---------|
| 1. Debt Tax      | \$      |
| 2. Gift Tax      | \$      |
| 3. Recording Fee | \$ 3.00 |
| 4. Indexing Fee  | \$ 5.00 |
| 5. No Tax Fee    | \$      |
| 6. Certified Fee | \$ 1.00 |
| Total            | \$ 9.00 |

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 12<sup>th</sup> DAY OF JANUARY, 1990.

MY COMMISSION EXPIRES: My Commission Expires 12/31/91 James D. Wells  
NOTARY PUBLIC