

AGREEMENT
FOR
NATURAL GAS LINE EASEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 30th day of October, 1987, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Ralph L. and Voncille C. Jones, 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 natural 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 Owner hereby grants to the Board an easement to construct and maintain a natural gas main. The easement is a 10.0 foot easement for a gas line situated in the north one-half of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West, being more particularly described as follows:

Commence at the southwest corner of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West and run in an easterly direction along the aforesaid North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 980.32 feet to the point of beginning of the herein described easement; thence continue along the last described course for a distance of 10.00 feet to a point; thence turn an angle of 91°41'26" to the left and run in a northerly direction for a distance of 458.26 feet to a point on the southerly line of Shelby County Highway No. 44; thence turn an angle of 99°16'46" to the left and run in a southwesterly direction and along said southerly line of Shelby County Highway No. 44 for a distance of 10.13 feet to a point; thence turn an angle of 80°43'14" to the left and run in a southerly direction for a distance of 456.33 feet to the point of beginning of the easement herein described. The aforesaid easement being further identified as a part of that certain tract of land conveyed to Ralph L. and Voncille C. Jones as recorded in Deed Volume 309, Page 327 in the office of the Judge of Probate of Shelby County, Alabama, containing 4572.95 square feet or 0.1050 acres.

Inst. # 1994-19583

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SHELBY COUNTY JUDGE OF PROBATE
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Shelby Cnty Judge of Probate, AL
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2. The Owner grants to the Board the right to enter the easement to construct said natural gas main and to perform maintenance activities as deemed necessary by the Board. The Board shall attempt to give notice to the Owner of the intent of the Board to enter the easement for construction of said natural gas main or performance of maintenance thereof, however, should the Board not be able to contact the Owner, the Board may enter the easement to perform such construction and/or maintenance activities as is required.
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 natural gas main. The Owner further agrees not to construct any structure within the lands in the easement. After the natural gas 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 natural gas main.
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 natural 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 natural gas main construction and maintenance operations within the easement.
6. The Board agrees to confine its construction activities to a 25 foot wide strip located along the eastern boundary of the Owner's property. The Board agrees to install the gas line within approximately 5 feet of the eastern boundary of the Owner's property. After the completion of the construction activities, the Board agrees to clear the 25 foot wide construction strip of debris and leave a 25 foot wide dirt roadway along the eastern boundary of the Owner's property. The length of the finished roadway will not exceed 459 feet.
7. At a future date to be mutually determined by the Board and the Owner, the Board agrees to install a 2" gas main parallel to, and approximately 5 feet north of, the southern boundary of the Owner's property. The length of the 2" gas main will not exceed 990 feet. The Board also agrees to provide gas services to the Owner from the 2" gas main to serve customers located on the Owner's property. The Board agrees that the construction of the 2" gas main and the installation of the gas services will be provided at no cost to the Owner.

8. The Board agrees to pay the Owner the sum of one thousand dollars (\$1,000.00) for refund for water services. Such payment will be made to the Owner within ten days of the delivery of a signed and notorized copy of this agreement to the Board.
9. 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 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 Ralph L. and Voncille C. Jones 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 30th day of October, 1987.

David R. Hensburg Notary Public
My Commission Expires: 3/14/89

RALPH L. AND VONCILLE C. JONES

Ralph L. Jones
Voncille C. Jones

Sworn and subscribed before me this
the 30th day of October, 1987.

David R. Hensburg Notary Public
My Commission Expires: 3/14/89

ALABASTER WATER AND GAS BOARD

P. O. BOX 528

ALABASTER, ALABAMA 35007

ADDITIONAL CONDITIONS AGREEMENT FOR NATURAL GAS LINE EASEMENT

The Alabaster Water and Gas Board will install 25ft. of drainage pipe and put up to ten (10) loads of chert on the road on the easement. *As necessary 10/30/89 C. M. H. Smith*

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SHELBY COUNTY JUDGE OF PROBATE

ALABASTER WATER & GAS BOARD
ALABASTER, ALABAMA

By *W. M. Farris*
W. M. Farris, Chairman

Witness

Date


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Ralph L. and Voncille C. Jones

✓ *Ralph L. Jones*
Voncille C. Jones

Witness

Liath Blumberg
Witness

*901 10th St. SW
Alabaster, AL 35007*