

STATE OF ALABAMA

SHELBY COUNTY

**ASSIGNMENT OF EASEMENT**

Inst # 2000-00695

01/06/2000-00695  
02:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
00% MMS 21.00

This Agreement made this the 13<sup>th</sup> day of December, 1999, by and between EnviroBuild, Inc., an Alabama corporation (hereinafter referred to as "**EnviroBuild**"), and The Alabaster Water Board, a public corporation (hereinafter referred to as "**Board**").

WHEREAS, EnviroBuild is the grantee of an easement granted it from Dravo Lime Company in that certain Easement executed June 7, 1996, and recorded at Instrument Number 1999-31698 in the office of the Judge of Probate of Shelby County, Alabama, a true and correct copy of which is attached hereto as "**Exh. A**"; and,

WHEREAS, EnviroBuild has caused to be installed at its expense in the aforementioned easement a water transmission line; and,

WHEREAS, the Board has reimbursed EnviroBuild a portion of its expense for the installation of the aforementioned 12 inch water line; and,

WHEREAS, pursuant to a written agreement entered into on February 12, 1996, EnviroBuild and Board have agreed that after a reasonable period of time, the Board shall assume responsibility for maintaining the aforementioned water line,

NOW THEREFORE, the Board and EnviroBuild agree as follows:

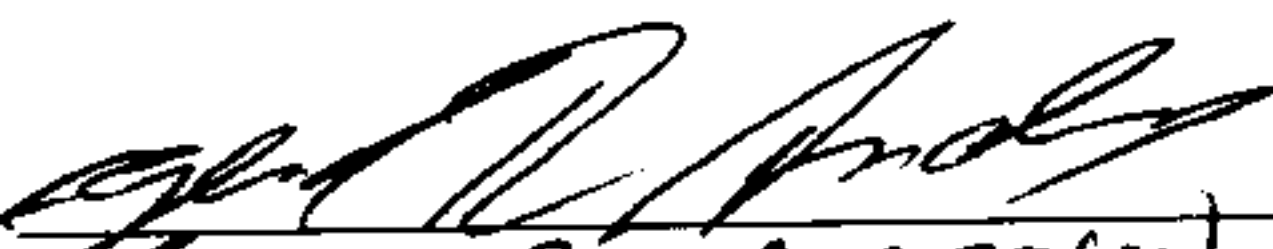
1. EnviroBuild hereby assigns, and the Board hereby accepts, all its rights and interests in that certain AGREEMENT FOR DOMESTIC WATER LINE EASEMENT by and between DRAVO LIME COMPANY, a

Delaware corporation, and ENVIRO BUILD, INC., an Alabama corporation.


2. The individuals signing this Assignment of behalf of the parties hereto are each properly authorized to execute this Assignment.
3. It is the intent of the parties to be bound permanently hereunder and the Board shall cause this Assignment to be properly recorded in the office of the Judge of Probate of Shelby County, Alabama.

Done and executed, this 13<sup>th</sup> day of December, 1999.

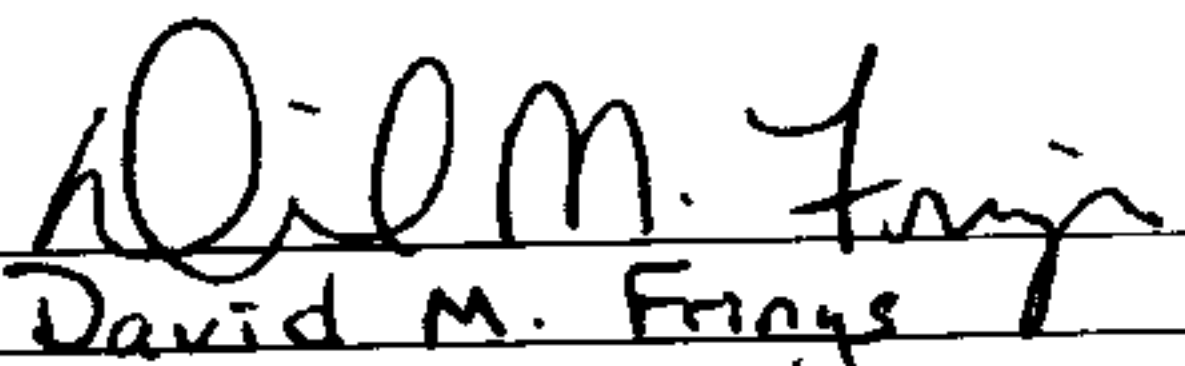
ENVIROBUILD, INC.

By:   
GERALD R. ANDERSON (Printed)  
Its: PRESIDENT

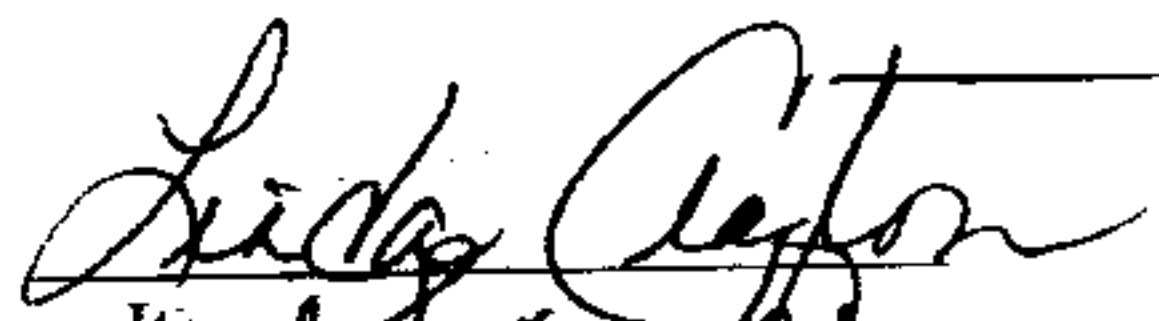
ATTEST:

By:   
Its: SECRETARY

ALABASTER WATER BOARD

By:   
David M. Frings (Printed)  
Its: Chairman

ATTEST:

By:   
Its: Secretary

# AGREEMENT FOR DOMESTIC WATER LINE EASEMENT

STATE ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 7<sup>th</sup> day of JUNE, 1996, by and between **DRAVO LIME COMPANY**, a Delaware corporation (the "Dravo"), and **ENVIRO BUILD, INC.**, an Alabama corporation (the "Grantee").

WHEREAS, Grantee desires to obtain from Dravo both an easement for a domestic water line across lands owned by DRAVO in order that the Grantee can install and maintain a domestic water line.

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. Dravo hereby grants to the Grantee the easement lying in the boundaries of the real property located in Shelby County, Alabama which is more particularly described in Exhibit "A" attached hereto and made a part hereof, for installation of a domestic water line and for no other purposes, except as expressly set forth herein.
2. Dravo grants the Grantee the right to enter the easement to construct said domestic water line, and to perform maintenance and repair activities on the water line at the Grantee's sole expense as deemed necessary by the Grantee.
3. Dravo retains the right to use the lands within the easement as Dravo desires, except as noted herein. Dravo agrees not to use the lands within the easement in a manner which will adversely affect the domestic water line. Dravo further agrees, except as noted herein, not to construct any permanent structure within the lands in the easement. After the domestic water line has been installed, Dravo may construct a fence drainage pipe, or roadway across the easement as Dravo deems necessary.
4. Dravo grants to the Grantee, at Grantee's sole expenses, the right to remove trees, shrubs, or other vegetation located within the easement as required for the construction and/or maintenance and repair activities associated with the domestic water line. The Grantee shall require that any construction, maintenance and repair work within the easement be done in a workmanlike manner and that any damage to the Dravo's property which results from said construction, maintenance and/or repair activities will be corrected by the Grantee, at Grantee's sole expense.


"Exh. A"

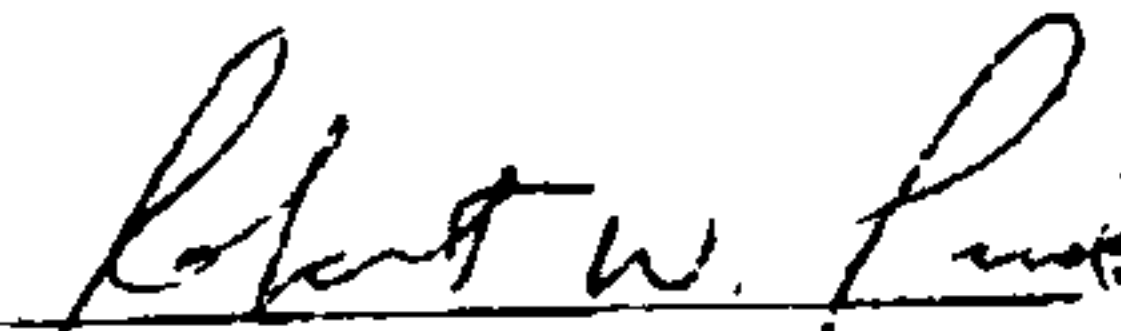
5. The Grantee shall indemnify and hold Dravo harmless from any liability or damage arising from the use or installation of the domestic water line, any loss, damages, claims or causes of action arising out of the installation or use domestic water line, or any construction, maintenance and repair operations thereon or within the easement.
6. The Grantee understands that the domestic water line will be located in an area of where mining and quarrying activities have taken place and sinkholes have occurred; accordingly, the Grantee assumes the risks of installing the domestic water line in the easement and will construct the domestic water line in the easement and will construct the domestic water line to engineering standards necessary to withstand the conditions of the area.
7. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on Dravo and the Grantee, their heirs, successors, and assigns.

IN WITNESS WHEREOF, Dravo and the Grantee hereby agree to be bound by the terms and conditions of this Agreement, and have caused this Agreement to be executed under seal by their duly authorized officers on the date first above written.

ENVIRO BUILD, INC.

DRAVO LIME COMPANY  
a Delaware corporation

By  (Seal)  
Gerd Anderson  
Its: President

By  (Seal)  
Robert W. Picou  
Its: Vice President, Longview Operations

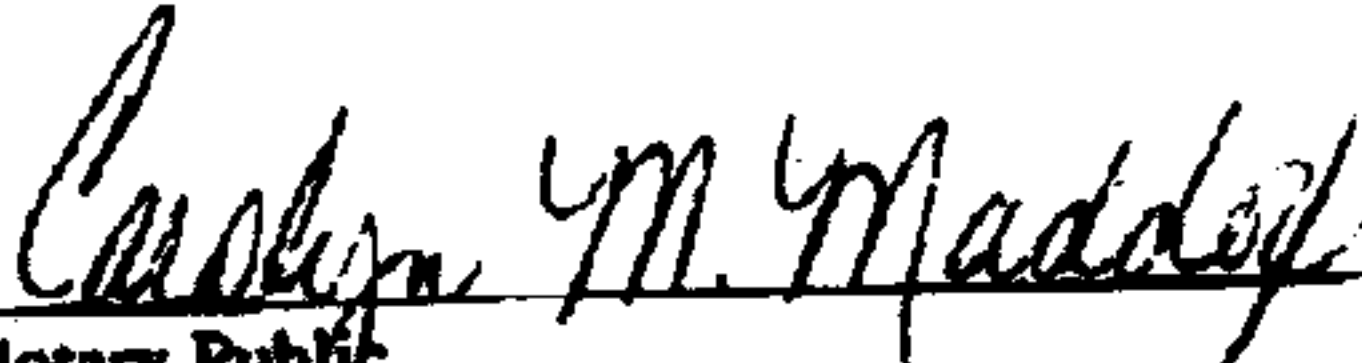
STATE OF ALABAMA )  
SHELBY COUNTY )

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert W. Picou, whose name as Vice President, Longview Operations of Dravo Lime Company, a Delaware corporation, 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, as such officer and with full authority, executed the same

voluntarily for and as an act of said corporation on the day the same bears date.

Given under my hand and official seal as of the 7th day of June, 1996.

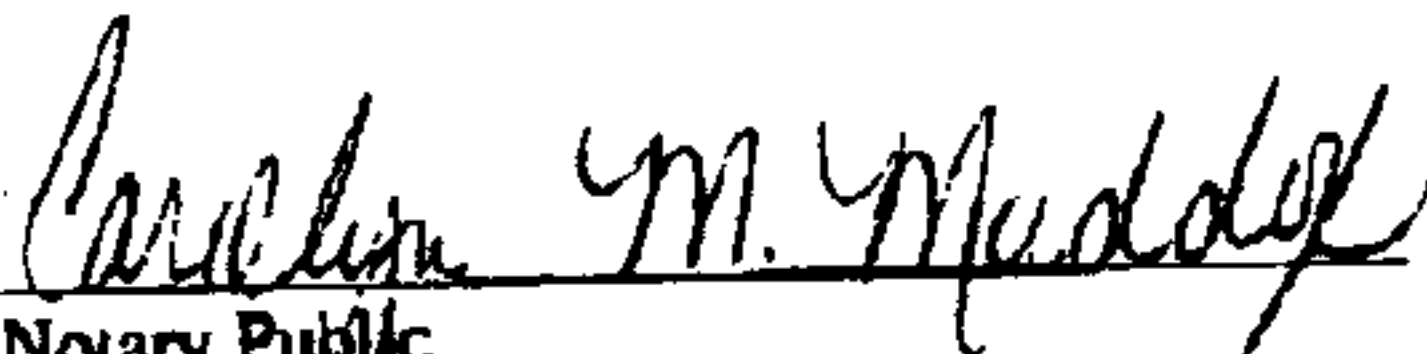
  
Notary Public  
My commission expires: July 29, 1997

STATE OF ALABAMA  
SHELBY COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Gerd Anderson**, whose name as President of Enviro Build, Inc., an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation on the day the same bears date.

Given under my hand and official seal as of the 7th day of June, 1996.

  
Notary Public  
My commission expires: July 29, 1997



# DOMESTIC WATER LINE

A 10' water line easement situated in Sections 7, 8, and 5, Township 21 South, Range 2 West, more particularly described as follows:

Commence at the N.W. corner of the N.E. 1/4 of the S.W. 1/4, Section 7, Township 21 South, Range 2 West; thence S2deg-43'07"E for a distance of 1884.87' to the POINT OF BEGINNING of the center line of a proposed roadway, with the center line of said easement lying 20' parallel to and to the left of the described center line of said proposed roadway; thence N40deg-43'37"E along said center line of proposed roadway for a distance of 341.25' to a point on a curve to the right having a central angle of 10deg-55'47" and a radius of 2000.00', said curve is subtended by a chord bearing N46deg-11'31"E and a chord distance of 380.95'; thence along the arc of said curve and said center line of proposed roadway for a distance of 381.52' to the end of said curve; thence N51deg-39'25"E along said center line of proposed roadway for a distance of 752.78' to a point on a curve to the right having a central angle of 6deg-57'09" and a radius of 3000.00', said curve is subtended by a chord bearing N55deg-07'59"E and a chord distance of 363.81'; thence along arc of said curve and said center line of proposed roadway for a distance of 364.03' to the end of said curve; thence N58deg-36'34"E along said center line of proposed roadway for a distance of 1442.88' to a point on a curve to the right having a central angle of 30deg-45'25" and a radius of 1500.00', said curve is subtended by a chord bearing N73deg-59'16"E and a chord distance of 795.58'; thence along the arc of said curve and said center line of proposed roadway for a distance of 805.21' to the end of said curve; thence N89deg-21'58"E along said center line of proposed roadway for a distance of 1211.98' to a point on a curve to the left having a central angle of 61deg-30'34" and a radius of 700.00', said curve is subtended by a chord bearing N58deg-36'41"E and a chord distance of 715.91'; thence along the arc of said curve and said center line of proposed roadway for a distance of 751.48' to end of said curve and a point on a reverse curve to the right having a central angle of 33deg-08'32" and a radius of 1000.00', said curve is subtended by a chord bearing N76deg-05'35"E and a chord distance of 570.41'; thence along the arc of said curve and said center line of proposed roadway for a distance of 578.44' to the end of said curve; thence S87deg-20'08"E along said center line of proposed roadway for a distance of 1005.93' to a point on a curve to the right having a central angle of 10deg-29'20" and a radius of 2000.00', said curve is subtended by a chord bearing S82deg-05'28"E and a chord distance of 365.62'; thence along the arc of said curve and said center line of proposed roadway for a distance of 366.13' to the end of said curve; thence S76deg-50'48"E along said center line for a distance of 190.77' to a point, said point lying S13deg-09'12"W a distance of 20.00' from the end of said centerline of said water line easement.

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