

RELEASE AND CONFIDENTIALITY AGREEMENT

RELEASE OF ALL CLAIMS

Read Carefully Before Signing

I. KNOW ALL MEN BY THESE PRESENTS, That I, C. I. Patterson, for and in consideration of Three Thousand Five Hundred (\$3,500.00) Dollars cash, paid by the City of Calera Water Works Board, J. C. Rowe, Joe Ball, Herman Palmer, Arthur Davis and Bobby Joe Phillips, the receipt of which I hereby acknowledge, do, for myself and my heirs, executors, administrator and assigns, hereby release, acquit and forever discharge the City of Calera Water Works Board, J. C. Rowe, Joe Ball, Herman Palmer, Arthur Davis and Bobby Joe Phillips, their agents and servants, successors and assigns, heirs, executors and administrators, and all other persons, firms or corporations, of and from any and all actions, causes of action, claims, demands, damages, loss of service, expenses and compensation, which I now have or may hereafter have on account of, or arising out of any matter or thing which has happened, developed or occurred before the signing of this Release and particularly in regard to the placement of water lines across my property located in the SW 1/4 of the SE 1/4 of Section 33, Township 21 South, Range 2 West located in Shelby County, Alabama.

II. In accordance with this settlement, I agree to provide an easement to the City of Calera Water Works Board for the placement of the above mentioned water lines. A legal

description of said easement is attached hereto as Exhibit A and is expressly incorporated into and made a part of this Release and Confidentiality Agreement.

III. I further agree to forthwith dismiss with prejudice, the lawsuit now pending in the Circuit Court of Shelby County, such lawsuit being styled C. I. Patterson v. City of Calera Water Works Board, et al., being Civil Action No. CV-86-309.

IV. I further understand and agree that this settlement is the compromise of a doubtful and disputed claim and that the payment is not to be construed as an admission of liability on the part of the party or parties hereby released by whom liability is expressly denied.

V. I further declare and represent that no promise or agreement not herein expressed has been made to me and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.


VI. I further agree and understand that the terms of this settlement are **CONFIDENTIAL**. I agree that the willful breach of the terms of this release and confidentiality agreement will void the terms of this agreement and that I may then be responsible for resulting damages.

VII. I further state that I am over the age of 21 years and I have carefully read the foregoing Release and know the contents thereof and I sign it as my own free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19th day of January, 1987.

CAUTION: THIS IS A RELEASE. . . READ BEFORE SIGNING!

WITNESS:



Richard Shuleva, Attorney for
C. I. Patterson


C. I. Patterson

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certifies that C. I. Patterson, whose name is signed to the foregoing Release and who is known to me, acknowledged before me on this date that being informed of the contents of the Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19th day of January, 1987.

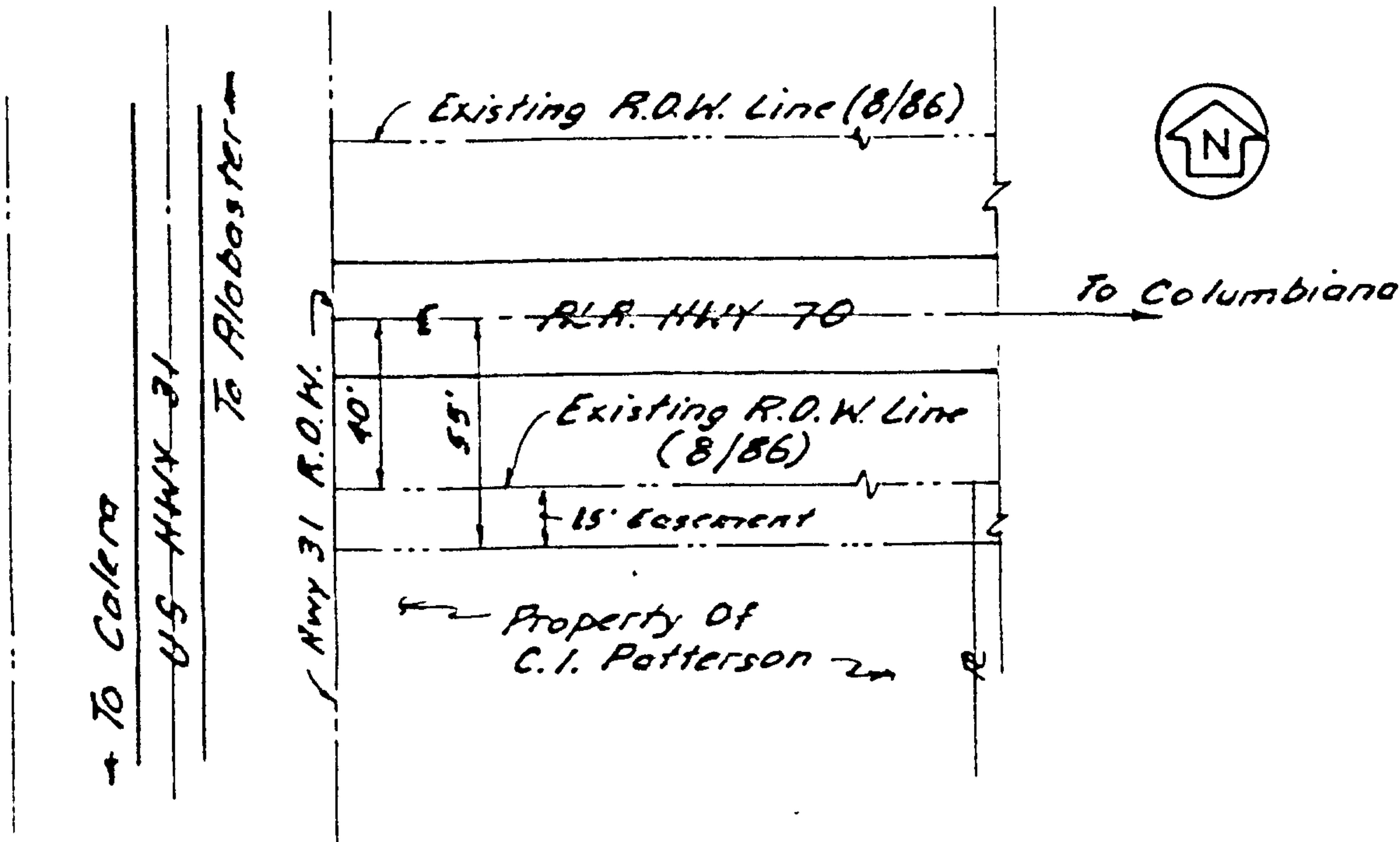

Notary Public
MY COMMISSION EXPIRES JAN. 5, 1988

FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE

OF A WATER LINE BY THE WATER WORKS BOARD OF THE CITY OF CALERA, ALABAMA

This EASEMENT, executed this 19th day of January, 1986, for the construction, operation, and maintenance of a water line, with appurtenances, by the Water Works Board of the CITY OF CALERA, across the property of the LANDOWNER, C.I. Patterson whose deed is recorded in D.B. 306 P. 435 of Shelby County and which property is located in Section 33, Township 21S, Range 2W, in SHELBY County, Alabama, as shown on the sketch below, is granted by the LANDOWNER to the BOARD for valuable considerations, the receipt and sufficiency of which are acknowledged by the LANDOWNER, for himself, and his heirs, executors, successors, and assigns. The easement is described below:

A permanent easement, 15 feet adjacent to, and South of the Right of Way Line of Alabama Highway 70, to go with land, to allow the BOARD, its employees and agents to operate, repair and maintain a water line, including the right of access by the BOARD, its employees and agents, or officials, and necessary related equipment. Included is the right to uncover the water line, with the obligation to leave the LANDOWNER'S property in good repair after completion of any repair to the ~~sewer~~ WATER LINE.



GENERALIZED SKETCH OF EASEMENT (NOT TO SCALE)

Executed the date shown above in three copies.

LANDOWNER:

By: C. I. Patterson
By: _____

WITNESS:

By: Patrice Yancey
Jerry Herman

For the WATER WORKS BOARD OF THE CITY OF CALERA:

By: J. C. Eove, Chairman

WITNESS:

Paul L. Jones

Recorded the 15th day of April, 2004, 1986, in Deed Book Inst. No. Page _____, of the public records of SHELBY County, ALABAMA.

2004-196100