

**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

Inst. # 1992-17959

THIS AGREEMENT, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Joshua L. Lee 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; 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 easement laying in the boundaries described below:

Beginning at the northeast corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 36, Township 20 South, Range 3 West, as located in Shelby County, Alabama, said point also being the northeast corner of property owned by the Owner being the portion of said SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 36, east of the Interstate 65 eastern right-of-way boundary, commence in a westerly direction along the northern boundary line of the said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  to the point of intersection with the eastern right-of-way boundary of Interstate 65, said point being the POINT OF BEGINNING of a 20 foot wide permanent utilities easement lying in an area 20 feet east of and adjacent to a line as described herein below; commence in a southerly direction along and adjacent to the eastern right-of-way boundary line of Interstate 65 to the point of intersection with the southern boundary line of the said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , said point being the end of the said 20 foot wide permanent utilities easement, said point also being the southwest corner of said property owned by the Owner. Said permanent utilities easement shall cover an area of approximately 0.618 acres.

2. The Owner grants to the Board 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. After the water main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easement, should it be desired, however,

P. O. Box 528  
Alabaster, AL  
35007

the Owner shall allow the entrance of equipment and materials onto the easement for the purpose of maintaining said water line when necessary.

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 Owner the sum of 10.00 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 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 Joshua L. Lee 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 Dan Acker  
Dan Acker, Chairman

Sworn and subscribed before me this  
the 26 day of August, 1992.

Wendell R. Hawthorne Notary Public

My Commission Expires: 3/13/93

OWNER

Joshua L. Lee  
Joshua L. Lee

Sworn and subscribed before me this  
the 24 day of August, 1992.

Wendell R. Hawthorne Notary Public

My Commission Expires: 3/13/93



2. Ollie Brock <sup>By Joshua Lee</sup>  
Ollie Brock

Sworn and subscribed before me this the 24 day of August, 1992.

James R. Hensley Notary Public

My Commission Expires: 3/13/93

3. Bertha L. Hayes  
Bertha Hayes

Sworn and subscribed before me this the 24 day of August, 1992.

James R. Hensley Notary Public

My Commission Expires: 3/13/93

4. Will C. Smith  
Will C. Smith

Sworn and subscribed before me this the 15<sup>th</sup> day of July, 1992.

Sandra F. Johnson Notary Public

My Commission Expires 5-18-93

5. Clarence Oden, Jr.  
Clarence Oden, Jr.

Sworn and subscribed before me this the 15<sup>th</sup> day of July, 1992.

Sandra F. Johnson Notary Public

My Commission Expires: 5-16-93

6. Nedra Ray  
Nedra Ray

Sworn and subscribed before me this the 8<sup>th</sup> day of August, 1992.

Tracy King Notary Public

TRACY KING, NOTARY PUBLIC

My Commission Expires County of St. Louis, State of Missouri

My Commission Expires December 4, 1994

7. Doris Sowell  
Doris Sowell

Sworn and subscribed before me this the 29<sup>th</sup> day of July, 1992.

Charles G. Hallinan Notary Public

CHARLES G. HALLINAN, ATTORNEY-AT-LAW (OHIO)

My Commission Expires HAS NO EXPIRATION DATE.

8. Carol Thompson  
Carol Thompson

Sworn and subscribed before me this the 17<sup>th</sup> day of August, 1992.

Lawrence A. Roberts Notary Public

Notary Public, DeKalb County, Georgia

My Commission Expires:

My Commission Expires April 4, 1995

Inst. # 1992-179

08/25/1992-17959

08:33 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MCD 21.00.