

AGREEMENT
FOR
WATER LINE EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

1159

THIS AGREEMENT, made and entered into on this the 6th day of December, 1988, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Farris Land Company, 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 lying in the boundaries described below: Beginning at the NE corner NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being the point of beginning, commence in a westerly direction along the north boundary of property owned by the Owner, also being Lot 57 in Navajo Pines subdivision, as shown in Map Book 5, Page 108 in the office of the Judge of Probate of Shelby County, Alabama, a distance of twenty (20) feet to a point, then proceed in a southerly direction parallel to the eastern boundary of the forementioned property a distance of twenty (20) feet to a point, then proceed in an easterly direction parallel to the northern boundary of the formentioned property a distance of twenty (20) feet to a point on the eastern boundary of the forementioned property, then proceed in a northerly direction along the eastern boundary of the forementioned property a distance of twenty (20) feet to the point of beginning. The said utilities easement includes an area of 0.0092 acres $\pm$.
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, the Owner shall allow the entrance of equipment and materials onto the easement for the purpose of maintaining said water line when necessary.

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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 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 Farris Land Company 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 6 day of Dec, 1988.

Freddie A. Ziegler Notary Public
My Commission Expires: 3-21-92

OWNER

W.M. Farris
Farris Land Company

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC 19 AM 8:42

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Sworn and subscribed before me this
the 6 day of Dec, 1988.

Freddie A. Ziegler Notary Public
My Commission Expires: 3-21-92

RECORDING FEES

Recording Fee	\$ <u>5.00</u>
- Fee	<u>1.00</u>
	<u>6.00</u>