

719

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 28th day of September, 1989, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Joe L. and Florence B. Williams hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner a permanent utilities easement and a temporary construction 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. a. The 10 foot wide permanent utilities easement lying in the boundaries described below:

Beginning at the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, commence in a northerly direction along the eastern boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 295.00 feet \pm to a point, then proceed in a westerly direction a distance of 88.00 feet \pm to a point on the western right-of-way line of Alabama Hwy No. 119, then proceed in a northerly direction along the said western right-of-way line a distance of 172.50 feet \pm to the Point of Beginning, said Point of Beginning also being the southeast Corner of the property owned by the Owner as described in Deed Book 676, page 632 in the office of the Judge of Probate, Shelby County, Alabama, commence in a westerly direction along the southern boundary of said property owned by the Owner a distance of 382.29 feet \pm to a point, said point being a corner on the southern boundary of the said property owned by the Owner, then proceed in a southerly direction to a point on the south-most boundary of said property, and 145.35 feet \pm east of the southwest corner of said property, then proceed in a westerly direction along the south-most boundary of said property a distance of 145.35 feet \pm to a point, said point being the southwest corner of said property, then proceed in a northerly direction along the western boundary of said property a distance of 327.57 feet \pm to a point, said point being the northwest corner of said property, then proceed in an easterly direction along the northern boundary of the said property a distance of 10 feet \pm to a point, then proceed in a southerly

BOOK 269 PAGE 903

direction parallel to and 10 feet east of the western boundary of the said property to a point 10 feet north of the south-most boundary of said property, then proceed in an easterly direction parallel to and 10 feet north of the south-most boundary of said property a distance of 125.34 feet \pm to a point, then proceed in a northerly direction 146.35 feet \pm to a point, then proceed in an easterly direction parallel to and 10 feet north of the southern boundary of said property a distance of 387 feet \pm to a point on the eastern boundary of said property, then proceed in a southerly direction along the eastern boundary of said property to the Point of Beginning. The said permanent utilities easement to be purchased from the Owner includes an area of 0.23 acres \pm .

- b. The 10 foot wide temporary construction easement lying in the boundaries described below:
Beginning at the Point of Beginning as described above, commence in a northerly direction along the eastern boundary of the above mentioned property owned by the Owner a distance of 23.5 feet \pm to a point, then proceed in a westerly direction, parallel and adjacent to and 10 feet north of the above mentioned permanent utilities easement, a distance of 391.74 feet \pm to a point, then proceed in a southerly direction, parallel and adjacent to and 10 feet west of the above mentioned permanent utilities easement, a distance of 146.35 feet \pm to a point, then proceed in a westerly direction, parallel and adjacent to and 10 feet north of the above mentioned permanent utilities easement. A distance of 105.35 feet \pm to a point, then proceed in a northerly direction, parallel and adjacent to and 10 feet east of the above mentioned permanent utilities easement, to a point lying on the northern boundary of the said property owned by the Owner and 20 feet east of the northwest corner of said property.
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.
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
4. (a) The Contractor will repair yard and replace grass back across property as close to the original way it was.

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 \$1,030.00 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 then (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 Joe L. and Florence B. Williams 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 27th day of September, 1989.

Frank R. Shamburger Notary Public

My Commission Expires:
3/3/93

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 DEC 12 PM 1:16

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

OWNER

Joe L. Williams

Florence B. Williams
Joe L. and Florence B. Williams

Sworn and subscribed before me this
the 28th day of September, 1989.

William M. Wachter Notary Public

My Commission Expires:
1/21/91

-3-

1. Deed Tax	\$	
2. Notary Fee	\$	7.50
3. Recording Fee	\$	3.00
4. State Tax	\$	1.00
5. Total	\$	11.50