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**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 Ted R. and Sarah Lee Allen 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 northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, commence in an easterly direction along the northern boundary line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 15 a distance of 877.40 feet \pm to a point, said point also being the northwest corner of the property owned by the Owner as described in Deed Book 277, Page 703 in the Office of the Judge of Probate, Shelby County, Alabama, continue in an easterly direction along the said boundary line a distance of 438.70 feet \pm to the Point of Beginning, said point also being the northeast corner of the said property owned by the Owner; commence in a southerly direction along the eastern boundary of the said property owned by the Owner, said boundary also being eastern boundary of said Section 15, a distance of 1282.00 feet \pm to a point on the northern Right-of-Way line of Shelby County Highway No. 12, said point also being the southeast corner of the said property owned by the Owner, then proceed in a westerly direction along the southern boundary of said property owned by the Owner a distance of 10 feet to a point, then proceed in a northerly direction parallel to and 10 feet west of the eastern boundary of said property, owned by the Owner to a point on the northern boundary line of said property owned by the Owner and 10 feet west of the northeast corner of said property then proceed in an easterly direction along the said northern boundary a distance of 10 feet to the Point of Beginning. The said utilities easement to be purchased from the Owner includes an area of 0.29 acres \pm .

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- b. The 10 foot wide temporary construction easement being as described below:

The 10 foot wide temporary construction easement is to lie parallel and adjacent to the west boundary of the 10 foot wide permanent utilities easement as described above.

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.
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, \$1,290.00 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.

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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 Ted R. and Sarah Lee Allen 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 27 day of September, 1989.

Frederick A. Shumaker Notary Public

My Commission Expires:
3/15/93

OWNER

Ted R. Allen

Sarah Lee Allen

Ted R. and Sarah Lee Allen

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

Marsha Johnson Notary Public

My Commission Expires: 10-10-89

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

89 DEC 12 PM 1:17

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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|------------------|----|-------|
| 1. Deed Tax | \$ | |
| 2. Notary Fee | \$ | 7.50 |
| 3. Recording Fee | \$ | 3.00 |
| 4. | \$ | |
| 5. | \$ | |
| 6. | \$ | 1.00 |
| Total | \$ | 11.50 |