

2074

AGREEMENT
FOR
WATER LINE EASEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 24 day of May, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and James Almond Davis and/or his wife Gladys May Davis 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. The easements lying in the boundaries described below:
 - A. Permanent Utilities Easement

From the northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West, as located in Shelby County, Alabama, proceed in an easterly direction along the Northern boundary of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 210 feet more or less to a point; then continue at an angle of 89° 38' 09" to the right a distance of 276.49 feet more or less to a point located on the northern right-of-way boundary of Shelby County Highway 44, said point also being the southwest corner of property owned by the Owner as described in Deed Book 358 Page 410 as recorded in the Probate Office of the Shelby County Courthouse, said point also being known as the POINT OF BEGINNING of a ten-foot wide permanent utilities easement; said easement shall lie in an area ten (10) feet wide and adjacent to the north side of a line as described herein; commence in a southeasterly direction along the northern right-of-way boundary line of Shelby County Highway 44, said boundary also being the southern boundary of said property owned by the Owner, a distance

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of 169 feet more or less to a point being the end of the permanent utilities easement, said point also being the southeast corner of said property owned by the Owner. The approximate total length of the permanent utilities easement is 169 feet which covers an area of 0.039 acres.

B. Temporary Construction Easement

From the northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West, as located in Shelby County, Alabama, proceed in an easterly direction along the Northern boundary of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 210 feet more or less to a point; then continue at an angle of 89° 38' 09" to the right a distance of 266.49 feet more or less to a point located 10 feet north of the northern right-of-way boundary of Shelby County Highway 44, said point also being located 10 feet north of the southwest corner of property owned by the Owner as described in Deed Book 358 Page 410 as recorded in the Probate Office of the Shelby County Courthouse and lying on the western boundary line of said property, said point also being known as the POINT OF BEGINNING of a ten-foot wide temporary construction easement; said easement shall lie in an area ten (10) feet wide and adjacent to the north side of a line as described herein; commence in a southeasterly direction ten (10) feet north of and parallel to the northern right-of-way boundary line of Shelby County Highway 44, said boundary also being the southern boundary of said property owned by the Owner, a distance of 169 feet more or less to a point being the end of the permanent utilities easement, said point being located on the eastern boundary line of said property owned by the Owner and ten (10) feet north of the southeast corner of said property. The approximate total length of the temporary construction easement is 169 feet which covers an area of 0.039 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

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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 of damage arising from the water main construction and maintenance operations within the easement.
6. The Board shall pay the Owner the sum of \$500.00 *Rec'd #493* as compensation in full for the granting of said easement *7/24/91* 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.
8. The Board agrees to plant two maple trees approximately six feet high.
9. The Nursery will guarantee the trees for six months ONLY, if they plant them.
10. The Board also agrees that it will restore the property back to the original state. The owner will allow the removal of only the necessary tree's, shrubs and vegetation to perform the temporary construction on the Owners said property.

The Board and Owner agrees that Schedule A shall be an amendment to the original contract named "Agreement For Water Line Essement".

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 James Almond and/or Gladys May Davis 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 21 day of May, 1991.

[Signature] Notary Public

My Commission Expires: 3/13/93

OWNER

James Almond Davis
James Almond Davis

Gladys Davis
Gladys May Davis

Sworn and subscribed before me this
the 24 day of May, 1991.

[Signature] Notary Public

My Commission Expires:
3/13/93

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FAX NO. 5084256271

P.02

SCHEDULE A

The Board shall pay the Owner the sum of \$500.00, Five Hundred Dollars & No/100's. ~~The Board agrees to plant (2) Maple trees at least (12) feet in height and will guarantee the trees life for a period of 2 years.~~ The Board also agrees that it will restore the property back to the original state. The Owner will will allow the removal of only the necessary tree's, shrubs and vegetation to perform the temporary construction on the Owners said property.

The Board and Owner agrees that Schedule A shall be an amendment to the original contract named "Agreement For Water Line Easement".

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAY 31 AM 9:59

1	Doc. Tax	—	—
2	Mfg. Tax	—	—
3	Recording Fee	—	15.00
4	Indexing Fee	—	3.00
5	No Tax Fee	—	—
6	Certified Fee	—	1.00
Total		—	19.00

In the Presence of

JUDGE OF PROBATE

Owner

Gladys M. Davis or (Date)

James A. Davis

Abaster Water & Gas Board

In the Presence of

(Name)
(Title)