

**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 28 day of May, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Robert Lee Agnesia and Wife, Patricia B. Agnesia hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner 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 easement lying in the boundaries described below:

A. 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, said corner also being the northwest corner of property owned by the Owner as described in Deed Book 296 Page 675 as recorded in the Probate Office of the Shelby County Courthouse; proceed in an Easterly direction along the Northern boundary of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  a distance of 105 feet more or less to a point, said point also being the northeast corner of said property owned by the Owner; the continue 89° 38' 09" to the right a distance of 257.62 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 southeast corner of said property owned by the Owner, said point also being 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 a line as described herein; commence in a westerly direction along and parallel to the southern boundary line of said property owned by the Owner, said boundary also being the northern right-of-way boundary of

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*Alabaster Water & Gas Board*

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Shelby County Highway 44, a distance of 106.36 feet more or less to a point being the end of the ten-foot wide temporary construction easement, said point also being the southwest corner of the property owned by the Owner. Said temporary construction easement shall cover approximately 0.024 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, 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 \$107.00 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. *Ad #4196 5/28/91*
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 shall not build any type of construction above the ground level and promises to repair any damage to the area of the temporary easement.
9. The Board shall install a 2" (inch) water line to connect water lines for owners, Harold Moore and Robert Agnesia.
10. The Board agrees that the owners concrete driveway shall be sliced and 2 (two) expansion joints be installed to repair driveway and restore concrete driveway with concrete.
11. The Board agrees that any damage to roots of trees in the easement area shall result in compensation for removal of trees and replacement of trees.
12. The Board also agrees that if an underground water stream is discovered in the line of the water pipe or on the temporary construction easement, that any necessary modifications will be made at the Boards expense. Further that no expense from this should be the owners responsibility.

ROBERT L. AGNESIA  
PATRICIA B. AGNESIA  
5-12-91

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addition

1 AV. W. Calabate - QP-35007

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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 Robert Lee and Patricia B. Agnesia 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.

David L. Shubert Notary Public

My Commission Expires: 3/13/93

OWNER

Robert Lee Agnesia  
Robert Lee Agnesia

Patricia B. Agnesia  
Patricia B. Agnesia

Sworn and subscribed before me this  
the 28 day of May, 1991.

David L. Shubert Notary Public

My Commission Expires: 3/13/93

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAY 31 AM 9:56

Thomas H. Jennings  
JUDGE OF PROBATE

1	Notary Fee	_____
2	State Tax	_____
3	County Tax	_____
4	City Tax	_____
5	Recorder's Fee	_____
6	County Clerk's Fee	_____
Total		_____