

2073

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 James H. Mann and wife, Margne D. Mann 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 568 feet more or less to a point; then continue 120° 40' 00" to the right a distance of 365.00 feet more or less to the a point on the northern right-of-way boundary line of Shelby County Highway 44, said point also being the southwest corner of property owned by the Owner as described in Deed Book 334 Page 773 as recorded in the Probate Office in the Shelby County Courthouse, said point also being the POINT OF BEGINNING of 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 an easterly direction along and parallel to the northern right-of-way boundary line of Shelby County Highway 44 a distance of 74.99 feet more or less to a point being the end of the permanent utilities easement,

Alabaster

said point also being the southeast corner of said property owned by the owner. The approximate length of the permanent utilities easement is 74.99 feet and shall cover a area of approximately 0.017 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 568 feet more or less to a point; then continue 120° 40' 00" to the right a distance of 355.00 feet more or less to the a point 10 feet northeast of the northern right-of-way boundary line of Shelby County Highway 44, said point also being located 10 feet northeast of the southwest corner along the western boundary line of property owned by the Owner as described in Deed Book 334 Page 773 as recorded in the Probate Office in the Shelby County Courthouse, said point also being the POINT OF BEGINNING of 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 an easterly direction 10 feet north of and parallel to the northern right-of-way boundary line of Shelby County Highway 44 a distance of 75.00 feet more or less to a point on the eastern boundary line of said property owned by the owner being the end of the permanent utilities easement. The approximate length of the permanent utilities easement is 75.00 feet and shall cover a area of approximately 0.017 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 \$75.00 *Ad #4197 5/31/91* 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.
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. We will replace one Culvert in the Ditch.

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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 James H. and Margene D. Mann 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.

Nina R. Humberg Notary Public
My Commission Expires: 3/13/93

OWNER

James H. Mann
James H. Mann
Margene D. Mann
Margene D. Mann

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

Nina R. Humberg Notary Public
My Commission Expires: 3/13/93

1	Dead Tax	
2		
3		
4		
5		
6		
Total		<u>14.00</u>

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAY 31 AM 9:58

JUDGE OF PROBATE