

11848 11860

2075

**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 17 day of May, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Harold F. Moore and Wife, Betty Lou Moore 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 southeast corner of the property owned by the Owner as described in Deed Book 232 Page 860 as recorded in the Probate Office of the Shelby County Courthouse, said point also being known as the POINT OF BEGINNING for 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 Westerly direction along the southern boundary of the said property owned by the Owner, said boundary also being the Northern right-of-way boundary of Shelby County Highway

BOOK 345 PAGE 165

Alabaster Gas & Water  
Board

No. 44, a distance of 56.20 feet more or less to a point being the end of the permanent utilities easement. Said permanent utilities easement shall cover approximately 0.013 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 ten (10) feet north of the Northern right-of-way boundary of Shelby County Highway 44, said point also being located ten (10) feet north of the southeast corner of the property owned by the Owner as described herein above, 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 of a line as described herein; commence in a Westerly direction parallel to and ten (10) feet north of the southern boundary of the said property owned by the Owner, said boundary also being the Northern right-of-way boundary of Shelby County Highway No. 44, a distance of 56.20 feet more or less to a point; then continue along the southern boundary of the said property owned by the Owner, said boundary also being the Northern right-of-way boundary of Shelby County Highway No. 44, a distance of 49.72 feet more or less to a point being the end of the temporary construction easement, said point also being known as the southwest corner of the property owned by the Owner. The approximate total length of the temporary construction easement is 105.92 feet which covers an area of 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.

The Board agrees to plant two (2) trees on owners property, at owners choice of trees.

The Board agrees to lay 2" (inch) pipe to the owners property and connect onto owners water line.

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 \$158.61 (105.74 feet at \$1.50 per foot) 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 and 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.

BOOK 345 PAGE 167

BOOK 345 PAGE 168

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 Harold F. and Betty Lou Moore 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. Shuchman Notary Public  
My Commission Expires: 3/13/93

OWNER,

Harold F. Moore  
Harold F. Moore

Betty Lou Moore  
Betty Lou Moore

Sworn and subscribed before me this  
the 17 day of May, 1991.

David L. Shuchman Notary Public  
My Commission Expires: 3/13/93

STATE OF ALA. SHELLEY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAY 31 AM 10:01

JUDGE OF PROBATE

1	Notary Fee	
2		10.00
3		3.00
4		
5		4.00
6		
Total		17.00