

2071

AGREEMENT  
FOR  
WATER LINE EASEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 29  
day of MAY, 1991, by and between the Alabaster Water  
and Gas Board, Alabaster, Alabama, hereinafter called the Board,  
and Andrew Hill, Jr. and wife, Ella Jean Hill 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:

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 236.32  
feet more or less to a point; then continue 89° 00' 00"  
to the left a distance of 198.72 feet more or less to a  
point on the westerly right-of-way boundary of 13th  
Street Northwest, an Alabaster City Street, said point  
also being the northeast corner of property owned by the  
Owner as described in Real Book 242 Page 278 as recorded  
in the Probate Office of the Shelby County Courthouse;  
then continue 89° 51' 34" to the right along the western  
margin of said 13th Street Northwest, said margin also  
being the eastern boundary line of said property owned by  
the Owner, a distance of 121.91 feet more or less to a  
point on the northern right-of-way boundary of Shelby  
County Highway 44, said point being the southeast corner  
of said property owned by the Owner, said point also  
being the POINT OF BEGINNING of a ten-foot wide permanent

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✓ Alabaster Gas & Water Board  
P.O. 528  
Gladys A.

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 to the northern right-of-way boundary line of Shelby County Highway 44, said boundary also being the southern boundary line of said property owned by the Owner, a distance of 125.01 feet more or less to a point being the end of the ten-foot wide permanent utilities easement, said point also being the southwest corner of said property owned by the Owner. The approximate total length of the permanent utilities easement is 125.01 feet which covers an area of 0.029 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 236.32 feet more or less to a point; then continue 89° 00' 00" to the left a distance of 198.72 feet more or less to a point on the westerly margin of 13th Street Northwest, an Alabaster City Street, said point also being the northeast corner of property owned by the Owner as described in Real Book 242 Page 278 as recorded in the Probate Office of the Shelby County Courthouse; then continue 89° 51' 34" to the right along the western margin of said 13th Street Northwest, said margin also being the eastern boundary line of said property owned by the Owner, a distance of 111.91 feet more or less to a point 10 feet north of the northern right-of-way boundary of Shelby County Highway 44, said point being 10 feet north of 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 of a line as described herein; commence in a westerly direction 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 line of said property owned by the Owner, a distance of 125.00 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 said property owned by the Owner. The approximate total length of the permanent utilities easement is 125.00 feet

which covers an area of 0.029 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 \$125.00 *ack #4198 5/29/71* 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.

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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 Andrew, Jr. and Ella Jean Hill 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.

James R. Flunkburg Notary Public

My Commission Expires: 3/13/93

STATE OF ALA. SHELVE  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAY 31 AM 9:54

James R. Flunkburg  
JUDGE OF PROBATE

OWNER Andrew Hill Jr  
Andrew Hill, Jr.

Ella Jean Hill  
Ella Jean Hill

Sworn and subscribed before me this  
the 22 day of May, 1991.

James R. Flunkburg Notary Public

My Commission Expires: 3/13/93

1. Food Tax	0
2. Al. Tax	0
3. Succession Fee	10.00
4. Inlet Fee	2.00
5. No Tax Fee	0
6. Certified Fee	1.00
Total	14.00