

1781

**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 12 day of July, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and William Ray Henry hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner a permanent utilities 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:

Beginning at a point lying in Section 35, Township 20 South, Range 3 West, as located in Shelby County, Alabama, where the northern right-of-way boundary line of a 30 foot wide right-of-way for Shelby County Highway No. 66 intersects with the western right-of-way boundary line of United States Highway No. 31, said point of intersection also being known as the southeast corner of property owned by the Owner as described in Deed Book 347 Page 556 and Real Book 240 Page 827, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING of a 10 foot wide permanent utilities easement which lies in an area north of and adjacent to a line described herein. From the Point of Beginning, commence in a northwesterly direction along and parallel to the northern right-of-way boundary of the formentioned County Highway 66 a distance of 110.71 feet more or less to a point being the end of the 10 foot wide permanent utilities easement, said point also being known as the southwestern corner of the said property owned by the Owner. Said permanent utilities easement lying in an area of approximately 0.0254 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 \$110.00 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.
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 Contractor will replace the steel posts along side of easement approximately every four (4') apart. (The whole length of easement) Owner will furnish all steel post and contractor will furnish cement.

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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 William Ray Henry 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 12 day of July, 1991.

Nina R. Shubert----- Notary Public

My Commission Expires:  
3/13/93

OWNER

William Ray Henry  
William Ray Henry

Sworn and subscribed before me this  
the 12 day of July, 1991.

Nina R. Shubert----- Notary Public

My Commission Expires:  
3/13/93

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 JUL 26 AM 9:05

James H. Jones  
JUDGE OF PROBATE

Notary Fee	1.50
State Fee	2.50
County Fee	3.00
City Fee	1.00
Total	12.00