

2362

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 10 day of July, 1991, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Kenneth C. Hill hereinafter called the Owner(s), and Katie V. Hill

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 water mains; 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 northeast corner of the SW $\frac{1}{4}$ 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 northeast corner of property owned by the Owner as described in Deed Book 214 Page 153 as recorded in the Probate Office of the Shelby County Courthouse; proceed in a southerly direction along the eastern boundary line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, said boundary line also being the eastern boundary line of said property owned by the Owner, a distance of 243.13 feet more or less to a point 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 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 and parallel to 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 425 feet more or less to a

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V. J. Michael, Jr.

point being the end of the ten-foot wide permanent utilities easement, said point also being the southwest corner of the said property owned by the Owner. The approximate total length of the permanent utilities easement is 425 feet which covers an area of 0.098 acres.

Also,

From the northeast corner of the SW $\frac{1}{4}$ 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 northeast corner of property owned by the Owner as described in Deed Book 214 Page 153 as recorded in the Probate Office of the Shelby County Courthouse; proceed in a southerly direction along the eastern boundary line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, said boundary line also being the eastern boundary line of said property owned by the Owner, a distance of 243.13 feet more or less to a point 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; continue 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 No. 44, a distance of 425 feet more or less to a point, said point also being the southwest corner of the said property owned by the Owner, said point also being the POINT OF BEGINNING for a permanent utilities easement; said utilities easement shall lie in an area 25 feet wide which extends toward the east from the centerline of Navajo Trail, an Alabaster City Street, along the line described herein; commence in a northerly direction along and parallel to the western boundary of said property owned by the Owner a distance of 79.65 feet more or less to a point on the northern boundary of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, said point being the end of the permanent utilities easement. The approximate total length of the permanent utilities easement is 79.65 feet which covers an area of approximately 0.046 acres.

The combined permanent utilities easements as described herein above shall extend approximately 504.65 feet across the said property owned by the Owner and cover approximately 0.144 acres.

B. Temporary Construction Easement

From the northeast corner of the SW $\frac{1}{4}$ 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 northeast corner of property owned by the Owner as described in Deed Book 214 Page 153 as recorded in the Probate Office of the Shelby County Courthouse; proceed in a southerly direction along the eastern boundary line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, said boundary line also being the eastern boundary line of said property owned by the Owner, a distance of 243.13 feet more or less to a point 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 of a line as described herein; commence in a Westerly direction ten (10) feet north and parallel to 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 215 feet to a point being the end of the ten-foot wide temporary construction easement. The approximate total length of the temporary construction easement is 210 feet which covers an area of 0.048 acres.

2. The Owner grants to the Board the right to enter the easement to construct said water mains 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.

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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 \$ 1,500.00 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.

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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 Kenneth C. Hill does 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 10 day of July, 1971.

James R. Shubert Notary Public

My Commission Expires: 3/13/73

OWNER

Kenneth C. Hill
Kenneth C. Hill

Sworn and subscribed before me this
the 19th day of July, 1991.

Katie V. Hill
Katie V. Hill

[Signature] Notary Public

My Commission Expires: 6-20-92

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 AUG -2 PM 3:20

JUDGE OF PROBATE

1250
300
1650