

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 15 day of FEBRUARY, 1993, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Brian D. Cairns hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner a permanent utilities easement and 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 easement laying in the boundaries described below:

PERMANENT UTILITIES EASEMENT

Beginning at the northwest corner of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, commence in an easterly direction along the northern boundary line of said Section 35 a distance of 90.5 feet more or less to the northwest corner of property owned by the Owner as described in Deed Book 327 Page 428 as recorded in the Office of the Probate Judge, Shelby County, Alabama, said point also being the POINT OF BEGINNING of a 10 foot wide permanent utilities easement lying in an area 10 feet wide and south of a line as described herein. Commence in an easterly direction along the northern boundary of said Section 35, also being the northern boundary line of said property owned by the Owner, a distance of 570 feet more or less to a point being the end of said 10 foot wide permanent utilities easement and the POINT OF BEGINNING of a 5 foot wide permanent utilities easement lying in an area 5 feet wide and south of a line described herein, continue in an easterly direction along the northern boundary of said Section 35 a distance of 311 feet more or less to a point being the end of said permanent utilities easement, said point also being the northeast corner of said property owned by the Owner.

TEMPORARY CONSTRUCTION EASEMENT

Beginning at the northwest corner of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, commence in an easterly direction along the northern boundary line of said Section 35 a distance of 90.5 feet more or less to the northwest corner of property owned

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by the Owner as described in Deed Book 327 Page 428 as recorded in the Office of the Probate Judge, Shelby County, Alabama, said point also being the POINT OF BEGINNING of a temporary construction easement lying in an area 20 feet wide and south of a line as described herein. Commence in an easterly direction along the northern boundary line of said Section 35 a distance 881 feet more or less to a point being the northeast corner of said property owned by the Owner and the end of said temporary construction easement.

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 or damage arising from the water main construction and maintenance operations within the easement.
6. The Board shall pay the Owner the sum of ~~\$~~ 10.00 ^{Handwritten: \$10.00 2/15/93} 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.

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 one of its members, on the date first above written, and Brian D. Cairns 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

Sworn and subscribed before me this
the 15 day of February, 1993.

David R. Shenberg

Notary Public

My Commission Expires: 3/3/93

OWNER

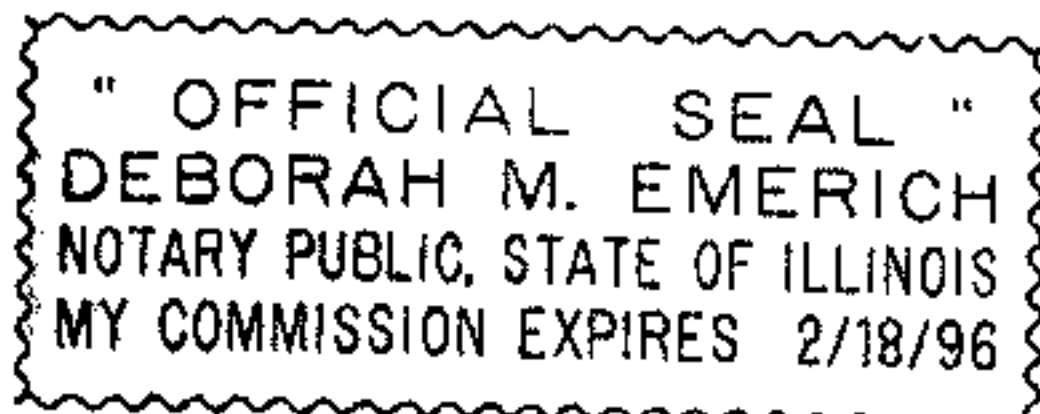
Brian D. Cairns
Brian D. Cairns

Sworn and subscribed before me this
the 24 day of February, 1993.

Deborah M. Emerich

Notary Public

My Commission Expires: 2-18-96



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