

AGREEMENT
FOR
WATER LINE EASEMENT

Inst # 1993-14579

STATE OF ALABAMA

COUNTY OF SHELBY

05/21/1993-14579
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 15.00

THIS AGREEMENT, made and entered into on this the 17th day of May, 1993, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Ruth L. Gordon, a widow, 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 may 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 and as illustrated on Exhibit "A":

PERMANENT UTILITIES EASEMENT

Beginning at an iron pin found at the northeast corner of the tank site property Owned by the Alabaster Water & Gas Board lying in the northeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West, as located in Shelby County, Alabama, proceed in an westerly direction along the northern boundary line of said tank site property a distance of 67.45 feet more or less to an iron pin found, said point being the southeast corner of property owned by the Owner lying in the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 12, said point also being the POINT OF BEGINNING of a 10 foot wide Permanent Utilities Easement lying in an area 10 feet north of and adjacent to a line as described herein follows; commence in a westerly direction along the southern boundary line of said property owned by the Owner a distance of 260 feet more or less to the point of intersection of the said southern boundary line and the northeastern right-of-way boundary of U.S. Highway 31; said utilities easement will then continue lying in an area 10 feet northeast of and adjacent to a line continuing as follows, continue in a northwesterly direction along the said northeastern right-of-way boundary of U.S. Highway 31 to a point a distance of 170 feet southeasterly along the said Highway 31 right-of-way from the intersection of said right-of-way with the southeastern right-of-way boundary of Interstate Drive, said point being the end of said 10 foot wide Permanent Utilities Easement; then said utilities easement will be a 20 foot wide Permanent Utilities Easement and will continue lying in an area 20 feet northeast of and

adjacent to the line described as follows; continue in a northwesterly direction along the said Highway 31 northeastern right-of-way boundary a distance of 170 feet more or less to the point of intersection with the southeastern right-of-way boundary of Interstate Drive, said utilities will then continue lying in an area 20 feet wide and southeast of a line described as follows, continue in a northeasterly direction along the southeastern right-of-way of Interstate drive to a point approximately 300 feet from the center of U. S. Highway 31 along the centerline of Interstate Drive, said point also being the end of said 20 foot wide permanent utilities easement.

TEMPORARY CONSTRUCTION EASEMENT

Beginning at an iron pin found at the northeast corner of the tank site property Owned by the Alabaster Water & Gas Board lying in the northeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West, as located in Shelby County, Alabama, proceed in an westerly direction along the northern boundary line of said tank site property a distance of 67.45 feet more or less to an iron pin found, said point being the southeast corner of property owned by the Owner lying in the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 12, said point also being the POINT OF BEGINNING of a 10 foot wide Temporary Construction Easement lying in an area 10 feet north of and adjacent to a line as described herein follows; commence in a westerly direction 10 feet north of and parallel to the southern boundary line of said property owned by the Owner a distance of 260 feet more or less to the point of intersection of the said southern boundary line and the northeastern right-of-way boundary of U. S. Highway 31; said construction easement will then continue lying in an area 10 feet northeast of and adjacent to a line continuing as follows, continue in a northwesterly direction ten feet wide and parallel to the said northeastern right-of-way boundary of U. S. Highway 31 to a point 170 feet more or less southeasterly along the said northeastern right-of-way boundary from the point of intersection of the said northeastern right-of-way with the southeastern right-of-way boundary of Interstate Drive to the end of said 10 foot wide 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 agrees to indemnify and save harmless OWNER from and against any and all liability, demands and claims, whether well-founded or otherwise, including the cost of defending the same, regardless of fault, for bodily injury to any person or damage to property of any person whomsoever (including any employee of claimed employee of the Board) in any way arising out of, in the course of, and in connection with, the operations of the Board hereunder, and the carrying out of terms of this agreement.
6. The Board shall pay the Owner the sum of \$10.00 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. If the Board does not cause a water main to be installed within the boundaries of the permanent utilities easement within a period of two years following the date of this Agreement, this Agreement will then be considered voided.
9. If the Board abandons the use of the water main to be installed within the boundaries of the permanent utilities easement, following a period of two years of non-use by the part of the Board, the lands within the boundaries of the permanent utilities easement will then revert to the current owner(s) of record of lands adjoining the permanent utilities easement to the north and northeast of the utilities easement.
10. The Board shall make provisions for the expansion of its system by furnishing two tees and valves that would allow for the connection of eight inch water mains to above mentioned water main within the bounds of the easement as described herein.
11. The Board shall furnish to the Owner copies of the water main Contractor's bond's and proof of insurance prior to the commencement of construction within the easement boundaries.

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 on the date first above written, and Ruth L. Gordon, a widow, 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, Vice-Chairman

Sworn and subscribed before me this
the 20 day of May, 1993.

David R. Shubert

Notary Public

My Commission Expires:

OWNER

Ruth L. Gordon
Ruth L. Gordon

Sworn and subscribed before me this
the 17th day of May, 1993.

William R. Justice

Notary Public

My Commission Expires: 9/12/95



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