

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 27th day of July, 1993, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Sherman Holland, Jr. hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner permanent utilities easements and temporary construction easements 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 laying in the boundaries described below:

Permanent Utilities Easement

Beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303, Pages 226 - 233. Said point also being the POINT OF BEGINNING of a ten foot wide permanent utilities easement lying in an area ten feet wide and west of a line as described herein. Commence in a northeasterly direction along the western right-of-way boundary line of said railroad right-of-way a distance of 490 feet more or less to the end of said permanent utilities easement.

Also, beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303, Pages 226 - 233. Said point also being the POINT OF BEGINNING of a ten foot wide permanent utilities easement lying in an area ten feet wide and north of a line as described herein. Commence in a westerly direction along the southern boundary line of said property owned

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P.O. Box 528
Alabaster, AL
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by the Owner, said line also being the southern boundary line of said Section 26, a distance of 1110 feet, more or less, to a point being the southwest corner said property owned by the Owner, said point also being the southwest corner of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 26, said point also being the end of said ten foot wide permanent utilities easement.

Also, beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303, Pages 226 - 233. Continue in a westerly direction along the southern boundary line of said property owned by the Owner, said line also being the southern boundary line of said Section 26, a distance of 1110 feet, more or less, to the southwest corner said property owned by the Owner, said point also being the southwest corner of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 26, said point also being the POINT OF BEGINNING of a ten foot wide permanent utilities easement lying in an area ten feet wide and east of a line as described herein. Commence in a northerly direction along the western boundary line of property owned by the Owner, said line also being the western boundary line of said southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, a distance of 1330 feet, more or less, to the northwest corner of the said southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, said point being the end of said permanent utilities easement.

Also, beginning at the southwest corner of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of the said Section 26, said point also being the southwest corner of property owned by the Owner as described in said Deed Book 303, Page 226 - 233, said point also being the POINT OF BEGINNING of a ten foot wide permanent utilities easement lying in an area ten foot wide and east of a line as described herein. Commence in a northerly direction along the western boundary line of said property owned by the Owner, said line also being the western boundary line of said northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, a distance of 700 feet to the end of the said ten foot permanent utilities easement.

Temporary Construction Easement

Beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303 Pages 226 - 233. Said point also being the POINT OF BEGINNING of a fifty foot wide temporary construction easement lying in an area fifty feet wide and west of a line as described herein. Commence in a northeasterly direction along the western right-of-way boundary line of said

railroad right-of-way a distance of 530 feet, more or less, to the end of said temporary construction easement.

Also, beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303 Pages 226 - 233. Said point also being the POINT OF BEGINNING of a twenty foot wide temporary construction easement lying in an area twenty feet wide and north of a line as described herein. Commence in a westerly direction along the southern boundary line of said property owned by the Owner, said line also being the southern boundary line of said Section 26, a distance of 1110 feet, more or less, to a point being the southwest corner said property owned by the Owner, said point also being the southwest corner of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 26, said point also being the end of said twenty foot wide temporary construction easement.

Also, beginning at the southeast corner of Section 26, Township 20 South, Range 3 West as located in Shelby County, Alabama, commence in a westerly direction along the southern boundary line of said Section 26 a distance of 212 feet, more or less, to the intersection of the said southern boundary line of Section 26 and the western right-of-way boundary of CSX Transportation Railroad, said point also being the southeast corner of property owned by the Owner as described in Deed Book 303, Pages 226 - 233. Continue in a westerly direction along the southern boundary line of said property owned by the Owner, said line also being the southern boundary line of said Section 26, a distance of 1110 feet, more or less, to the southwest corner said property owned by the Owner, said point also being the southwest corner of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 26, said point also being the POINT OF BEGINNING of a twenty foot wide temporary construction easement lying in an area twenty feet wide and east of a line as described herein. Commence in a northerly direction along the western boundary line of property owned by the Owner, said line also being the western boundary line of said southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, a distance of 1330 feet, more or less, to the northwest corner of the said southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, said point being the end of said twenty foot wide temporary construction easement.

Also, beginning at the southwest corner of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of the said Section 26, said point also being the southwest corner of property owned by the Owner as described in said Deed Book 303, Page 226 - 233, said point also being the POINT OF BEGINNING of a twenty foot wide temporary construction easement lying in an area ten foot wide and east of a line as described herein. Commence in a northerly direction along the western boundary line of said property owned by the Owner, said line also being the western boundary line of said northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, a distance of 700 feet to the end of the said twenty 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 utilities easements as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the utilities easements in a manner which adversely affects the water main. The Owner further agrees not to construct any structure within the lands in the utilities easements. After the water main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easements, should it be desired, however, the Owner shall allow the entrance of equipment and materials onto the utilities easements 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 construction easements and utilities easements 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 ^{Ad. Cl. 5242 6/16/93} 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.
8. The Board agrees to provide the following at the described locations on the property owned by the Owner to allow for future connections at the described locations at no cost or fee to the Owner:
 - 1 - 12"x12"x8" Tee & 1 - 8" Gate Valve in the vicinity of Hill Spun Road
 - 1 - 12"x12"x8" Tee & 1 - 8" Gate Valve in the vicinity of a dead end street from Willow Creek Subdivision
 - 3 - 2" Taps & 3 - 2" Gate Valves equally spaced along the proposed water main east of Buck Creek.
 - 1-12"x12"x8" Tee & 1-8" Gate Valve approximately 700 feet north of the southwest corner of the northeast 1/4 of the southeast 1/4 of Section 26, Township 20 South, Range 3 West.

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 Sherman Holland, Jr. 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. [Signature] VC

Sworn and subscribed before me this
the 27 day of July, 1993.

Brenda G. Matthews Notary Public

My Commission Expires: My Commission Expires 6-12-96

OWNER

Sherman Holland, Jr.
Sherman Holland, Jr.

Sworn and subscribed before me this
the 27 day of July, 1993.

Brenda G. Matthews Notary Public

My Commission Expires: My Commission Expires 6-12-96

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