

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 4 day of JANUARY, 1995, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Mark H. Acton Jr., hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner both a permanent water line and temporary construction easements across the 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.

Permanent Water Line Easement

Beginning at a point where the Northwest corner of the property owned by the Owner as described in Deed Book 323 Pages 951/952 in the Office of the Judge of Probate, Shelby County, Alabama, meets the Northeast corner of the Right-of-Way for Hickory Lane, commence along the North property line for a distance of approximately 15 feet to a point, said point being the POINT OF BEGINNING of a 10 foot wide permanent water line easement which lies 5 feet either side of a line described herein. From the Point of Beginning, commence in a Southerly direction for an approximate distance of 180 feet to a point which lies approximately 25 feet East of the Southwest corner of the property owned by the Owner, said point also being the end of the 10 foot wide permanent water line easement. Said permanent water line easement as hereinabove described is shown on the attached drawing.

Temporary Construction Easement

Beginning at a point where the Northwest corner of the property owned by the Owner as described in Deed Book 323 Pages 951/952 in the Office of the Judge of Probate, Shelby County, Alabama, meets the Northeast corner of the Right-of-Way for Hickory Lane, commence along the North property line for a distance of approximately 20 feet to a point, said point being the POINT OF BEGINNING of a 10 foot wide temporary construction easement which lies East of and along the permanent water line easement described above. Said temporary construction easement as hereinabove described is shown on the attached drawing.

2. The Owner grants the Board the right to enter the easement to construct said water main and to perform maintenance activities as deemed necessary by the Board.

Inst # 1995-07351

1

03/22/1995-07351
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

Inst # 1995-07351

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 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 by this Agreement to be executed by one of its Board Members, on the date first above written, and Mark H. Acton Jr. do hereby agree to be bound by the terms and conditions of this Agreement, on the date first above written.

THE ALABASTER WATER AND GAS BOARD
ALABASTER, ALABAMA

By *Dwight W. Allen*
One of its Board Members

Sworn and subscribed before me this
the 4 day of January, 1994.

John L. Handberg Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 5, 1997

OWNER
Mark H. Acton Jr.
Mark H. Acton Jr.

Sworn and subscribed before me this
the 9th day of Dec, 1994

Michele A Wilson Notary Public

My Commission Expires: 1-22-95

1-4-95

This is a true & certified copy

Michele A Wilson

My Commission Expires: 1-22-95

03/22/95-07351
 08:39 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 004 MCD 16.00

HICKORY LANE

15'-0"

EX. SANITARY
 SEWER

PORTION OF
 LOT 02.02
 AS SHOWN ON
 AD VALORUM TAX MAP
 NO. 58-13-07-26-4
 AND AS DESCRIBED IN
 DEED BOOK 323
 PAGES 951/952

LEGEND

— E — PERMANENT WATER
 LINE EASEMENT
 — CE — TEMPORARY CONSTRUCTION
 EASEMENT



Inst # 1995-07351

SHEET TITLE	
EASEMENT INFORMATION	
SHEET NO.	PROJECT NO.
1	
SCALE 1" = 50'-0"	
DATE NOVEMBER 1994	

ALABASTER WATER AND
 GAS BOARD
 NORTHERN REINFORCEMENT
 WTM EXTENSION