

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 11 day of September, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Shelby County, Alabama, hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner both a permanent and a temporary utilities easement across lands owned by the Owner in order that the Board can install and maintain a water transmission 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 hereinbelow:

PERMANENT UTILITIES EASEMENT

Begin at the NW corner of Section 19, Township 21 South, Range 2 East and run southerly along the west side of Section 19 for a distance of 789.14 feet to a point, then turn an angle of 90° 00' 00" to the left and run for a distance of 35.00 feet to a point, said point being the Point of Beginning of a 10 foot wide permanent utilities easement. The permanent utilities easement shall lie along and equally either side of a line described as follows: From the Point of Beginning, turn an angle of 180° 00' 00" to the right and run a distance of 30 feet to a point, then turn an angle of 90° 00' 00" to the right and run northerly parallel to the west side of Section 19 for a distance of 789.14 feet to a point on the north side of Section 19, then continue northerly parallel to the west side of Section 18 for a distance of 2685.00 feet to a point, said point being the Point of Ending of the permanent utilities easement. The permanent utilities easement shall lie in the property owned by the Owner as recorded in Real Book 261, Page 475 in the Office of the Judge of Probate in Shelby County, Alabama and shall contain 0.803 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

Begin at the NW corner of Section 19, Township 21 South, Range 2 East and run southerly along the west side of Section 19 for a distance of 789.14 feet to a point, then turn an angle of 90° 00' 00" to the left and run 10 feet to a point, said point being the Point of Beginning of a 20 foot wide temporary construction easement which shall lie adjacent to and easterly of a line described as follows: From the Point of Beginning, turn an angle of 90° 00' 00" to the left and run

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northerly along the easterly line of the hereinabove described permanent utilities easement for a distance of 789.14 feet to a point on the north line of Section 19, then continue northerly along the easterly line of the permanent utilities easement for a distance of 2690.00 feet to a point where the temporary construction easement shall widen from 20 feet to 30 feet and extend westerly to the westerly property boundary, and continue running in a northerly direction for a distance of approximately 70.00 feet to a point on the northerly boundary line of the SW $\frac{1}{4}$ of Section 18, Township 21 South Range 2 West, said point being the Point of Ending of the temporary construction easement. The temporary construction easement shall lie in the property owned by the Owner as recorded in Real Book 261, page 475 in the Office of the Judge of Probate in Shelby County, Alabama, and shall contain 1.645 acres more or less.

2. The Owner grants to the Board the right to enter the easements to construct said water transmission 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 transmission main. The Owner further agrees not to construct any structure within the lands in the easement. After the water transmission 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 transmission main when necessary.
4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easements as required for the construction and/or maintenance activities associated with the water transmission main. The Board agrees to require that the construction and maintenance work within the easements 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 transmission 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 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 Board Members, on the date first above written, and _____, a representative of Shelby County, Alabama, does hereby agree to be bound by the terms and conditions of this Agreement, on the date first above written.

THE ALABASTER WATER BOARD
ALABASTER, ALABAMA

By

Roger H. Hester
One of its Board Members

Sworn and subscribed before me this
the 8th day of August, 1995.

Andrea L. Jones Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES MAY 22, 1996~~

OWNER

Chap Delich Co. Inc.
for Shelby County, Alabama

SCC ACTION 9/11/95

Sworn and subscribed before me this
the 11th day of September, 1995.

Melinda K. Walter Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES OCTOBER 21, 1996~~

**ALABASTER WATER BOARD - UTILITIES EASEMENT
RESOLUTION 95-09-11-11**

MOTION: Commissioner Acker - Motion to approve Agreement for Utilities Easement proposed by the Alabaster Water Board and approved by Jeff Pruitt, Planning Director. Said easement to be on file in both the Planning Department and County Manager's Office

SECOND: Commissioner Thompson

VOTE ON MOTION: Unanimous

MOTION CARRIED

INTEROFFICE MEMORANDUM

SHELBY COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT

POST OFFICE BOX 1300; 200 WEST COLLEGE STREET


COLUMBIANA, ALABAMA 35051

LAND DEVELOPMENT (205) 669-3888

ADMINISTRATION (205) 669-3888

FAX: (205) 669-3746

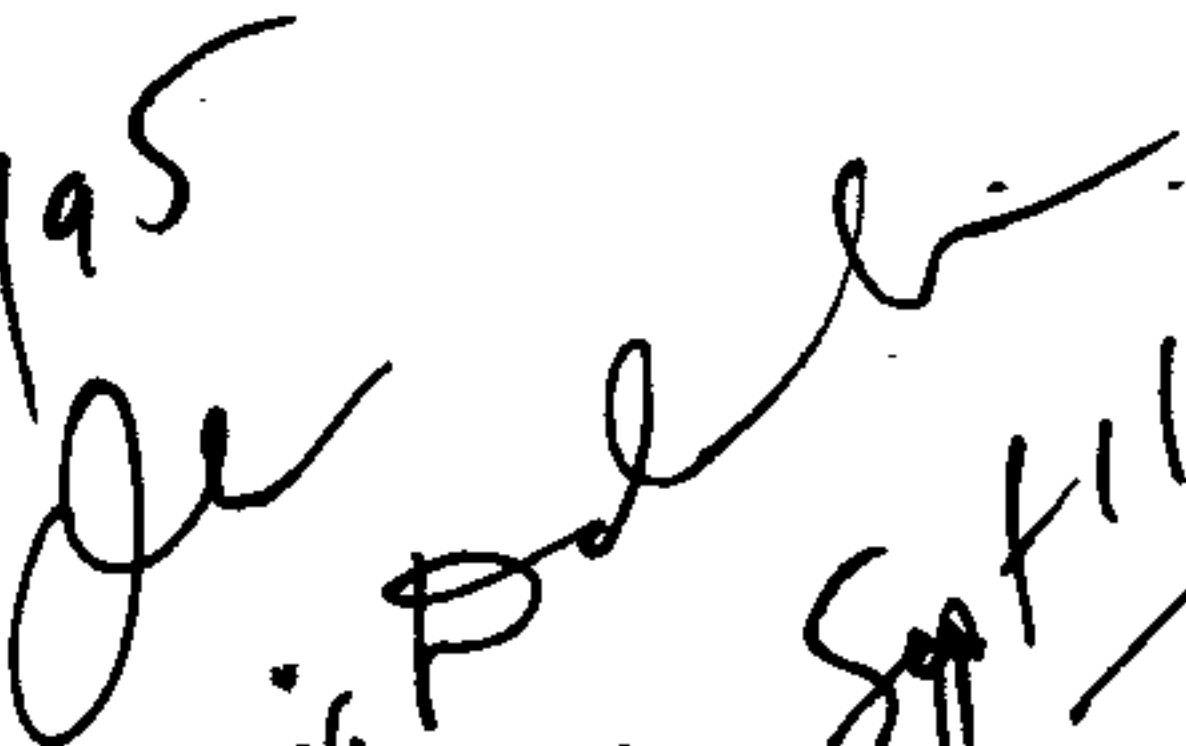
To: Alex Dudchock, County Manager

From: Jeffrey A. Pruitt, Director 

Subject: Utilities Easements, Alabaster Water Board

Date: August 29, 1995

I have reviewed the attached Agreement for Utilities Easement proposed by the Alabaster Water Board and have checked the legal description for accuracy. I find no conflict between the proposed easement and any plans we might devise for use of the property as an industrial park or otherwise. The property proposed for the easement is intended to be retained for buffer against the adjoining residential property and thus presents no conflict. I was concerned that we might want to erect a security fence at some time in the future. This is provided for in paragraph 3 of the agreement. I have no objection to approval.

8/30/95

Approved
Agenda Sept 11, 1995

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