

STATE OF ALABAMA

SHELBY COUNTY

**AGREEMENT FOR UTILITIES EASEMENT and
INSTALLATION OF FUTURE WATER LINES**

Cur. 70.00m 10/9/02

THIS AGREEMENT made and entered into on this the ____ day of ____, 2000, by and between the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"), and Charles Smith and Nola Smith (hereinafter, "**Owner**").

WHEREAS, the Board deems it necessary to install and maintain certain water transmission lines and mains as part of the advancement and maintenance of the Board's water transmission system; and,

WHEREAS, Owner is the lawful owner of certain real property in and upon which the Board desires to install necessary water transmission lines and/or water mains; and,

WHEREAS, the Board desires to obtain from the Owner both a permanent and a temporary utilities easement across Owner's land to install necessary water transmission lines and/or water mains,

NOW, 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:

EXPRESS GRANT OF EASEMENT

1. Owner hereby expressly grants to the Board a permanent utilities easement, and, a temporary construction easement, across the Owner's land, specifically described as follows:

Tract 4

A strip of land twenty (20) feet in width, being a permanent water line easement, lying in the Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 3 West and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama. More particularly described as follows:

Begin at the Southeast corner of the said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and run North 03 Degrees 19 Minutes 23 Seconds East along the east boundary of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 248.85 feet; thence south 85 Degrees 32 Minutes 56 Seconds East, 305.34 feet; thence North 02 Degrees 42 Minutes 23 Seconds East, 413.18 feet; thence North 84 Degrees 52 Minutes 37 Seconds West, 306.66 feet; thence North 02 Degrees 49 Minutes 10 Seconds East, 242.08 Feet; thence North 85 Degrees 52 Minutes 51 Seconds West, 20.01 feet; thence south 02

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Degrees 49 Minutes 10 Seconds West, 261.75 feet; thence south 84 Degrees 52 Minutes 37 Seconds East, 306.70 feet; thence South 02 Degrees 42 Minutes 23 Seconds West, 373.39 feet; thence North 85 Degrees 32 Minutes 56 Seconds West, 305.12 feet; thence South 03 Degrees 19 Minutes 23 Seconds West, 269.00 feet; thence South 85 Degrees 57 Minutes 54 Seconds East, 20.00 feet to the Point of Beginning. Said parcel having 0.70 acres more or less.

Also, Owner grants Board an additional strip of land, being a temporary construction easement, ten (10) feet in width on the west side of the above described permanent water line easement.

2. The Owner shall allow the Board to enter the easements to construct said water transmission line, and to perform maintenance activities as deemed necessary by the Board.

3. Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. Owner agrees not to use the lands within the easement in a manner that adversely affects the water line. Owner further agrees not to construct any structure within the lands in the easement. After the water line has been installed, Owner may construct a fence, drainage pipe, or roadway across the easement. Should the Board desire and so request, however, Owner shall allow the entrance of equipment and materials on the easement for the purpose of maintaining said water transmission main when necessary.

4. Owner grants the Board the right to remove trees, vegetation and other underbrush within the easement as required for the construction and/or maintenance activities associated with the water line.

CONSIDERATION FOR EASEMENT

5. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner one dollar (\$1.00) per linear foot for fifteen hundred twenty five (1525) feet at a total sum of fifteen hundred twenty five dollars and no cents (\$1525.00). Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

6. As additional consideration paid to Owner, the Board shall:

(a) Install a new service line (at least equal to existing water line) to the existing water meter at Owner's residence. (The old two-inch (2") line will be

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abandoned after a new line is installed and working.) The Board will also install a new line to the barn;

- (b) Install three (3) water taps on Owner's property for which Owner shall pay one dollar (\$1.00) per tap. These taps shall be two (2) $\frac{3}{4}$ inch taps, and, one (1) $\frac{3}{4}$ inch garden tap;
- (c) Install one (1) fire hydrant at a sight determined by Owner and Board to be near the corner of the 3-acre and 10 acre plots nearest the Owner's residence.
- (d) Ensure that its contractor places gravel along the water line on the aforementioned three-acre plot and reseeds the remaining water line area.
- (e) Replace all special ornamental trees (ex. Dogwood, Bradford pear and other fruit trees) necessary to be removed for the Board's construction, provided however, the Board's responsibility for replacement of trees is specifically limited to a total of thirteen (13) trees, none of which shall exceed a diameter of $1\frac{1}{4}$ inches to 2 inches.

ADDITIONAL TERMS AND PROMISES

7. The Board shall use its best efforts to cause the City of Alabaster within a reasonable time after execution of this Agreement to install a street light at the corner of Kent Dairy Road and Smith Trail, approximately directly across from the Board's new water storage tank presently under construction.

8. The Board shall require the construction and maintenance work to be performed within the easements are performed in a workmanlike manner. The Board shall correct damage to Owner's property that occurs due to the performance of the work.

9. The Board shall hold Owner harmless from any liability or damage to Owner's property that may arise from the water transmission construction and maintenance performed within the easement.

10. These mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Owner and the Board, their heirs, successors and assigns.

IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, the Alabaster Water Board does hereby

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agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its authorized agent and duly attested on the date first above written.

OWNER / GRANTOR

ALABASTER WATER BOARD/ GRANTEE

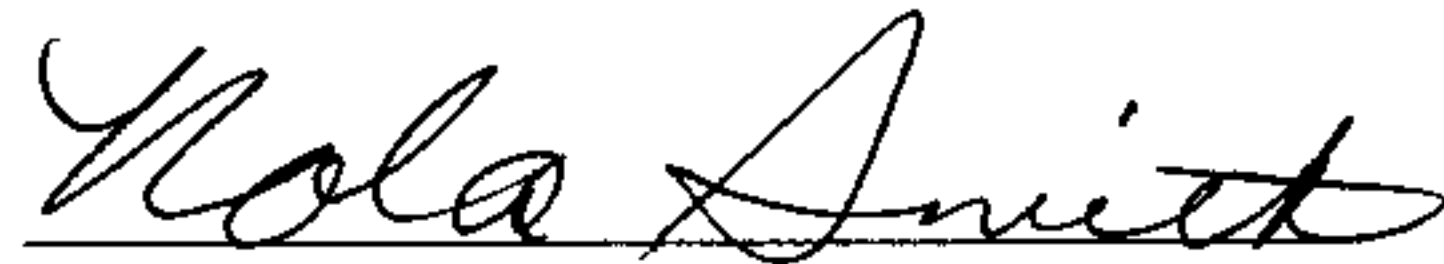


Charles Smith

By: 

Jeanette S. Minor

It's: Water Board Manager

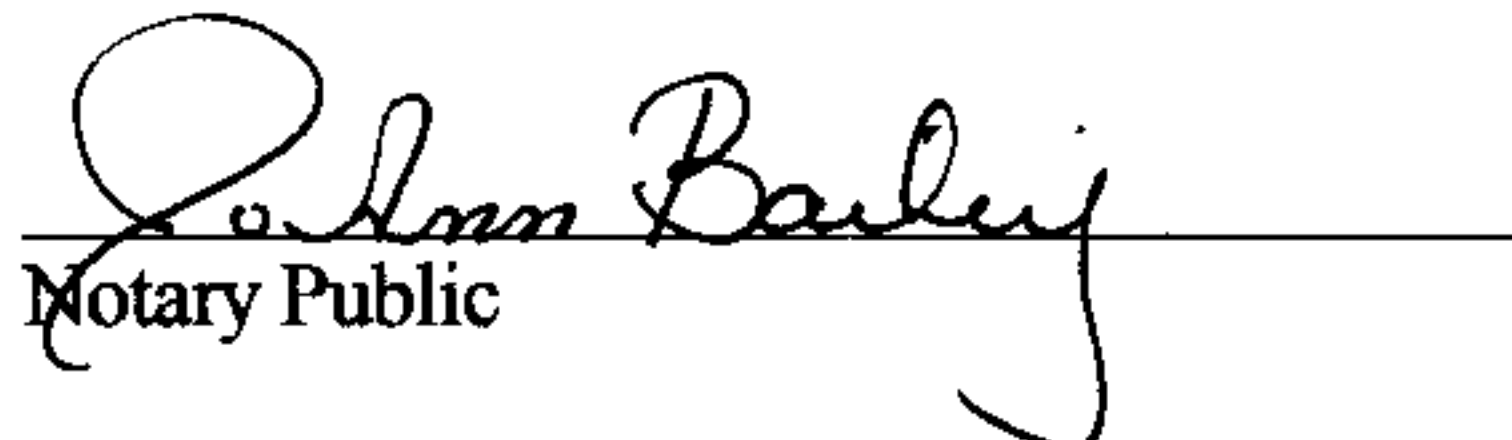


Nola Smith

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jeanette S. Minor** whose name as **Water Board Manager** of the Alabaster Water Board, an Alabama public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of September, 2000.


Notary Public

My Commission Expires **May 11, 2002**

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **CHARLES SMITH** and **NOLA SMITH** whose names are signed to the foregoing instrument, and each of whom is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of October, 2000.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Aug. 22, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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