

STATE OF ALABAMA

SHELBY COUNTY

**AGREEMENT FOR INGRESS / EGRESS & UTILITIES EASEMENT**

THIS AGREEMENT made and entered into on this the 6 day of FEB, 2002, by and between Baptist Medical Center Shelby (hereinafter, "**Owner**") and the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"); and,

WHEREAS, Owner is the lawful owner in fee simple of certain real property in and upon which the Board desires to have sufficient ingress and egress to its water tank (popularly known as the Ridgeview Tank) located adjacent to Owner's property, as well as to install and maintain water transmission lines and/or water mains as may be necessary; and,

WHEREAS, the Board desires to obtain from the Owner a permanent ingress/egress and utilities easement across Owner's land for the aforementioned reasons,

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:

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

A strip of land forty (40) feet in width, being a permanent easement, lying in the Southwest ¼ of Northwest ¼ of Section 36, Township 20 South, Range 3 West Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest ¼ of the Northwest ¼ of Section 36, Township 20 South, Range 3 West, then run North 88 Degrees 23 Minutes 10 Seconds West for a distance of 72.43 feet to the point of Beginning of an Ingress/Egress & Utilities Easement that lies 20 Feet of either side of said center line as described herein:

thence run South 01 Degrees 36 Minutes 07 Seconds West for a distance of 259.81 feet to a point, thence run South 04 Degrees 58 Minutes 16 Seconds East for a distance of 124.95 feet to a point, thence run South 22 Degrees 06 Minutes 27 Seconds East for a distance of 110.00 feet to a point, thence run South 00 Degrees 06 Minutes 27 Seconds East for a distance of 299.61 feet to a point, thence run South 15 Degrees 23 Minutes 00 Seconds West for a distance of 314.91 feet to a point, thence run South 43 Degrees 14 Minutes 52 Seconds West for a distance of 223.85 feet to a point, thence run South 14 Degrees 45 Minutes 15 Seconds West for a distance of 62.77 feet to a point on the right of way line of Whitestone Drive, having a prescriptive right of way of 50 feet, and also being the terminus of easement.

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SHELBY COUNTY JUDGE OF PROBATE  
003 CH 17.00

Inst # 2002-06955

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***Baptist Medical Center Shelby to Alabaster Water Board***

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2. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner ten dollars (\$10.00) and other good and valuable consideration. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

3. The Owner shall allow the Board to enter and travel upon said easement to access its water tank, to install water transmission lines and/or mains and perform maintenance activities as deemed necessary by the Board.

4. 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 Board's use of the easement as described herein. Owner further agrees not to construct any structure within the lands in 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.

5. Owner grants the Board the right to remove trees, vegetation and other underbrush within the easement as required for the access, installation, and/or maintenance activities associated with the Board's use of the its easement.

6. The Board shall require that any construction and/or maintenance work to be performed within the easement be performed in a workmanlike manner. The Board shall correct damage to Owner's property that occurs due to the performance of the work.

7. The Board shall hold Owner harmless from any liability or damage to Owner's property that may arise from the Board's use of said easement.

8. Owner hereby acknowledges and assents to the Board's assignment of its interests in this easement as may be reasonably necessary, provided however, the Board agrees to assign its interest in said easement only to its agents and assigns as may be reasonably necessary for access to the Board's Ridgeview Tank or for the purposes stated herein.

9. Owner and Board each represent to the other that each signature below on behalf of both Owner and Board is duly authorized and the individual so signing is authorized to bind either Owner or Board to the promises and covenants made herein.

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 successors and assigns.


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***Baptist Medical Center Shelby to Alabaster Water Board***


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IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easement described herein, and, 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 its authorized agent and duly attested on the date first above written.

**BAPTIST MEDICAL CENTER SHELBY  
GRANTOR**

By:   
Charles C. Colvert  
Its: President

**ALABASTER WATER BOARD  
GRANTEE**

By:   
Jeanette S. Minor  
Its: Water Board Manager

**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 25<sup>th</sup> day of January, 2002.

STATE OF ALABAMA)  
SHELBY COUNTY )

  
Notary Public  
My Commission Expires May 11, 2002

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles C. Colvert whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2002.

  
Notary Public  
My Commission Expires: March 30, 2002

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