


500.00  
for.

## EASEMENT and AGREEMENT

This instrument was prepared by Steven R. Sears, attorney, 655 Main Street, BX Four, Montevallo, AL 35115+0004, without benefit of title evidence.

I, Sherwood J Stamps, of Stamps Junction, Montevallo, AL 35115, hereinafter Landowner, for good and valuable consideration, receipt of which is acknowledged, do hereby convey and release to the Montevallo Water and Sewer Board, an Alabama Municipal Utility Corporation, hereinafter Board, and the City of Montevallo, an Alabama Municipal Corporation, an easement and right of way for a potable water line, across my property more particularly described as follows:

  
20040928000536580 Pg 1/5 23.50  
Shelby Cnty Judge of Probate, AL  
09/28/2004 13:33:00 FILED/CERTIFIED

See attached sketch, identified as CAE# \_\_\_\_\_, hereby made a part of this easement.

### I

A temporary construction and access easement for construction of the water line over grantor's land as shown in the attached sketch to allow the Board's Contractor, its employees and agents, to construct the line. The construction shall be with due regard to the property of the landowner. Clearing trees, shrubs and other growth is permitted within the below described permanent easement. Debris will be removed from the property and clean up accomplished. This easement and construction access easement is granted for the duration of the construction, and shall end when construction is complete.

Stamps Junction, a private road, will be resurfaced with asphalt to a width of 16 feet from Highway 22 for approximately 2660 feet upon completion of water line installation.

### II

A permanent easement, 12 feet wide, as shown on the attached sketch, to go with the land to allow the Board, its employees and agents to operate, repair and maintain the line, including the right of access by the board, its employees and agents, and necessary equipment. Included is the right to uncover the line, with the obligation to leave the landowner's property in good repair, to

landowner's satisfaction, after the completion of any repair to the line.

The right of way hereby conveyed and released is for the purpose of locating, establishing, constructing, maintaining and repairing over, under, and across the above-described land a potable water main.

I also grant and convey to the Montevallo Water and Sewer Board a right of entry upon, passage over, and deposit of excavated earth and storage of material and equipment on such area as may be necessary or useful for the maintenance, cleaning out, and repair of such drain.

The easement granted herein shall touch and concern the land, and thus be binding on the successors in interest of all parties hereto.

As partial consideration for the grant of this easement, the Montevallo Water and Sewer Board and the City of Montevallo, agree to the following:

A) Stamps Junction and Farms is a private road, and all parties shall respect and abide by that private ownership. This agreement and easement shall not form the basis of any contrary claim by any party whatever.

B) The Board shall not be, in any way, a party to any attempt to annex the land of the Landowner to any municipality, by any means except the written petition of the Landowner, his successors or assigns.

C) The Board and the City of Montevallo agree the easement will not be used, unless specifically requested by the landowner, his successors or assigns, as the route or means to annex other lands.

D) These easements and access are only for the purpose of construction, maintenance, operation, and repair of a potable water line, and shall not be used for other utilities, nor as a roadway except as incidental to and necessary for the inspection, operation and maintenance and repair of the water line. Landowner may allow other uses if they do not interfere with said line.

E) No connections shall be made to said line to service adjoining properties without landowner's permission.

F) Landowner shall be notified whenever Board personnel enter the property.



G) Except as necessary for the protection of the water line, no restriction on the use of these easements by the landowner, his successors or assigns shall be created.

H) No signs or above ground structures shall be installed on these easements.

I) The Board will cause to be set two water meters at locations agreeable to Landowner and reconnect services to the two presently served houses on Landowner's property at no charge to the Landowner.

J) The Board shall cause to be installed a fire hydrant at each of the two houses presently on landowner's property, and two tees and valves at locations selected by the landowner.

K) Landowner may market any timber that must be removed to install the water line, and all timber, including cut limbs and stumps removed by Board or its contractor shall be removed from the property of the landowner.

L) Any claim by adjoining property owners arising from the installation of the water line shall be the responsibility of the Board.

In witness whereof, we have hereunto set our hands this      July 2004.

Witness:

Don Witten

Sherwood J. Stamps (Seal)  
Sherwood Stamps

Sammy Wilson

Claud Elledge (Seal)  
Montevallo Water and Sewer Board, by  
Claud Elledge, Chairman

Steven D Gibbs

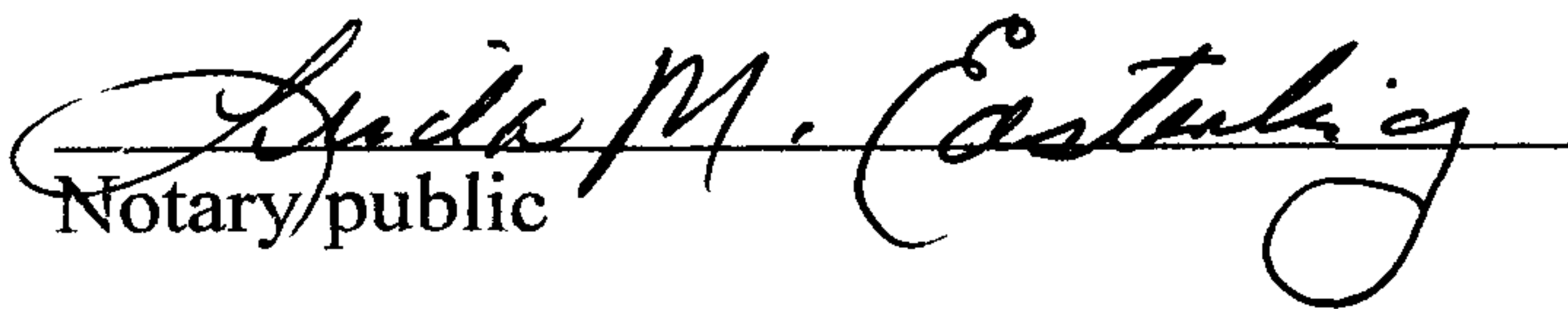
Steven D Gibbs, City Clerk

Grady R Parker (Seal)  
City of Montevallo, by Grady R. Parker,  
Mayor

State of Alabama)  
County of Shelby)

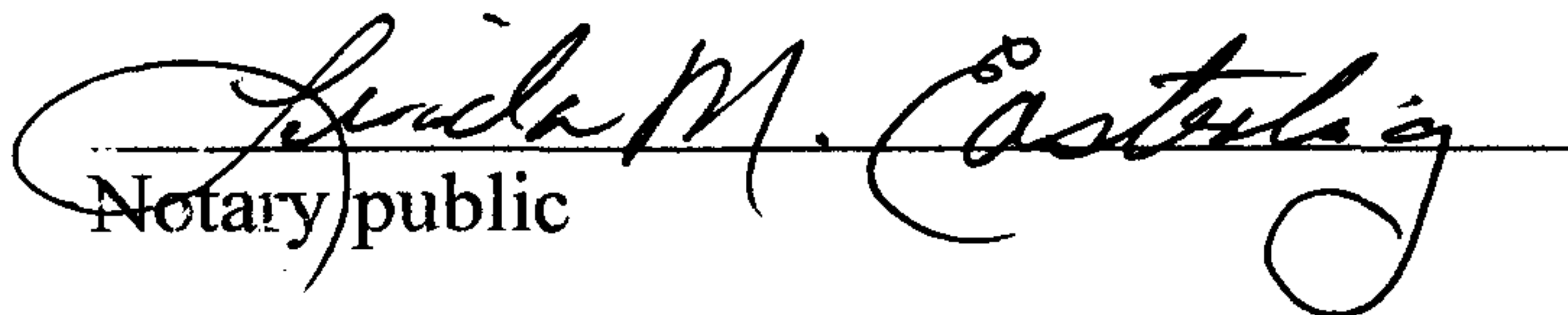
I, the undersigned notary public for the State of Alabama at Large, hereby certify that Sherwood Stamps, whose name is signed to the foregoing easement, and who is (made) known to me, acknowledged before me on this day, that, being informed of the contents of the easement and agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this July 2004.

  
Notary public

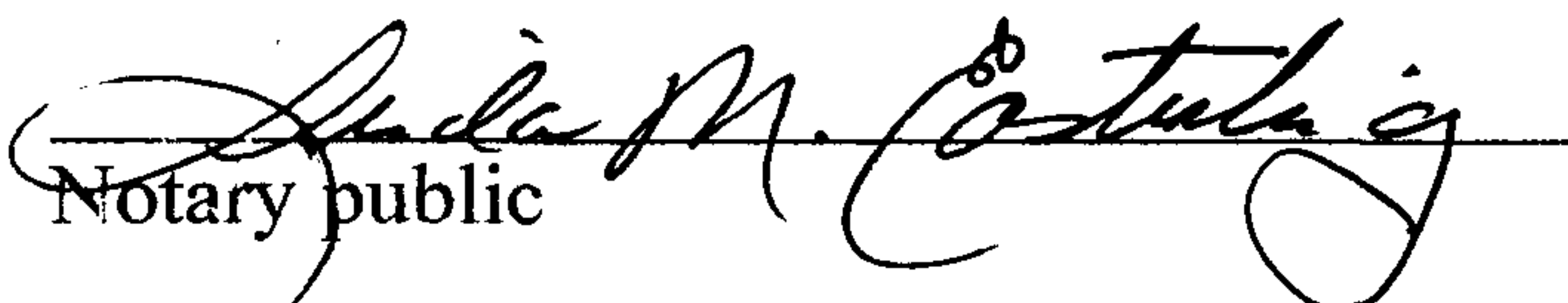
I, the undersigned notary public for the State of Alabama at Large, hereby certify that Claud Elledge, whose name as chairman of the Montevallo Water and Sewer Board is signed to the foregoing easement and agreement, and who is (made) known to me, acknowledged before me on this day, that, being informed of the contents of the easement and agreement, he, as such chairman and with full authority so to do, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this July 2004.

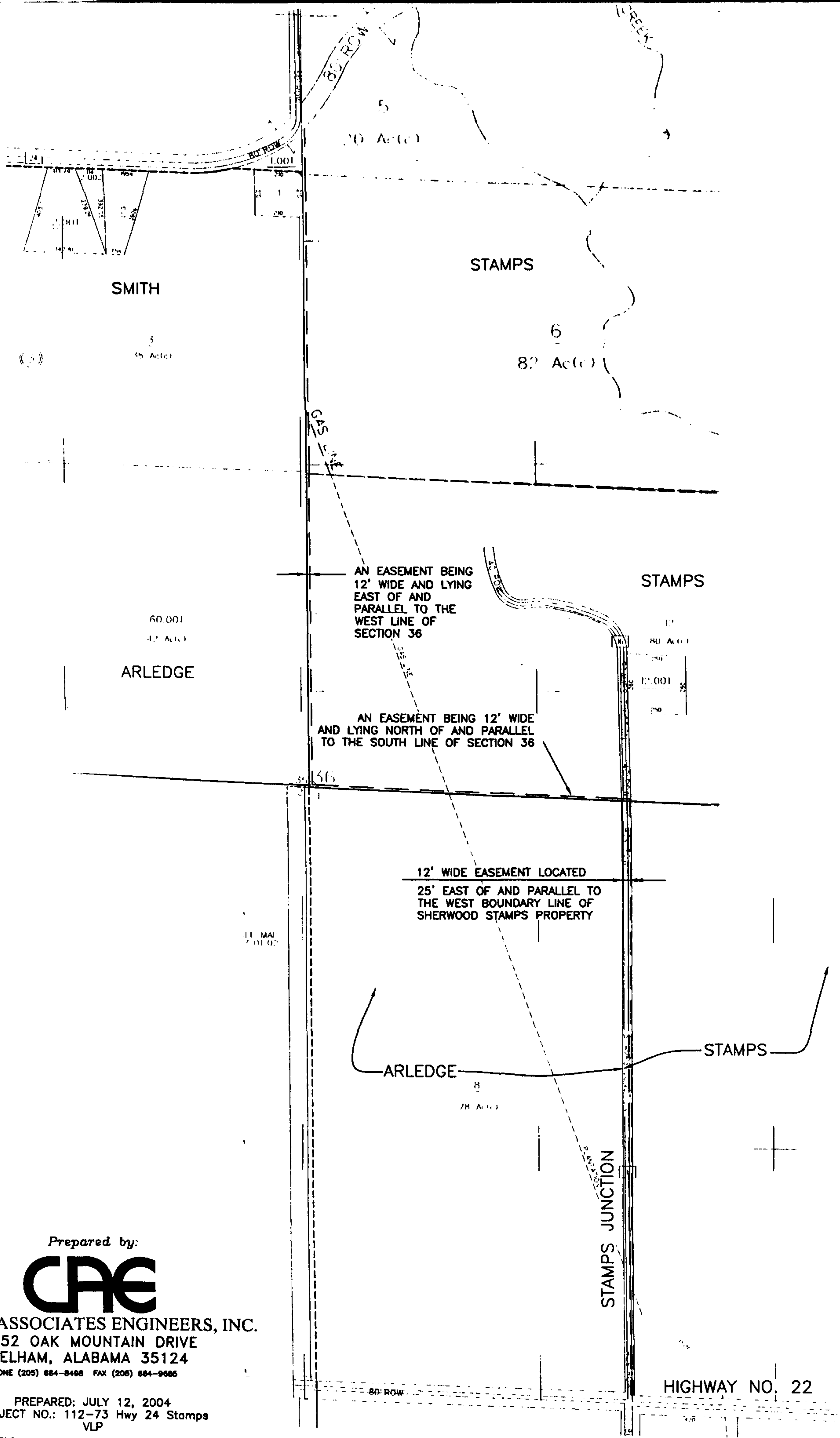
  
Notary public

I, the undersigned notary public for the State of Alabama at Large, hereby certify that Grady R Parker, whose name as Mayor of the City of Montevallo is signed to the foregoing easement and agreement, and Steven D Gibbs, whose name as Clerk of the City of Montevallo is signed to the foregoing easement and agreement, and who are (made) known to me, acknowledged before me on this day, that, being informed of the contents of the easement and agreement, they, as such mayor and clerk and with full authority so to do, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this July 2004.

  
Notary public





Prepared by:

**C&A**

CARR & ASSOCIATES ENGINEERS, INC.

2052 OAK MOUNTAIN DRIVE

PELHAM, ALABAMA 35124

PHONE (205) 884-8488 FAX (205) 884-9885

PREPARED: JULY 12, 2004

PROJECT NO.: 112-73 Hwy 24 Stamps  
VLP