

STATE OF ALABAMA

SHELBY COUNTY



20080905000354790 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
09/05/2008 01:12:20PM FILED/CERT

\$500 (2)

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

THIS AGREEMENT made and entered into on this the 7th day of July, 2008, by and between the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"), and Shelby County, Alabama (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 a 10' wide temporary construction easement and a 20' wide permanent water 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 sufficient temporary construction and permanent easement on the Owner's land as specifically described in Ex. A attached hereto.

2. The Owner shall allow the Board to enter the temporary construction easement to construct said water transmission main.

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

AGREEMENT FOR UTILITIES EASEMENT

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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 transmission main.

CONSIDERATION FOR EASEMENT


5. As good and valuable consideration for the express grant of construction and permanent easement contained herein, the Board shall pay to Owner one dollar (\$1.00). Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

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

OWNER / GRANTOR

By: 
Alex Dudchock, County Manager
Shelby County, Alabama

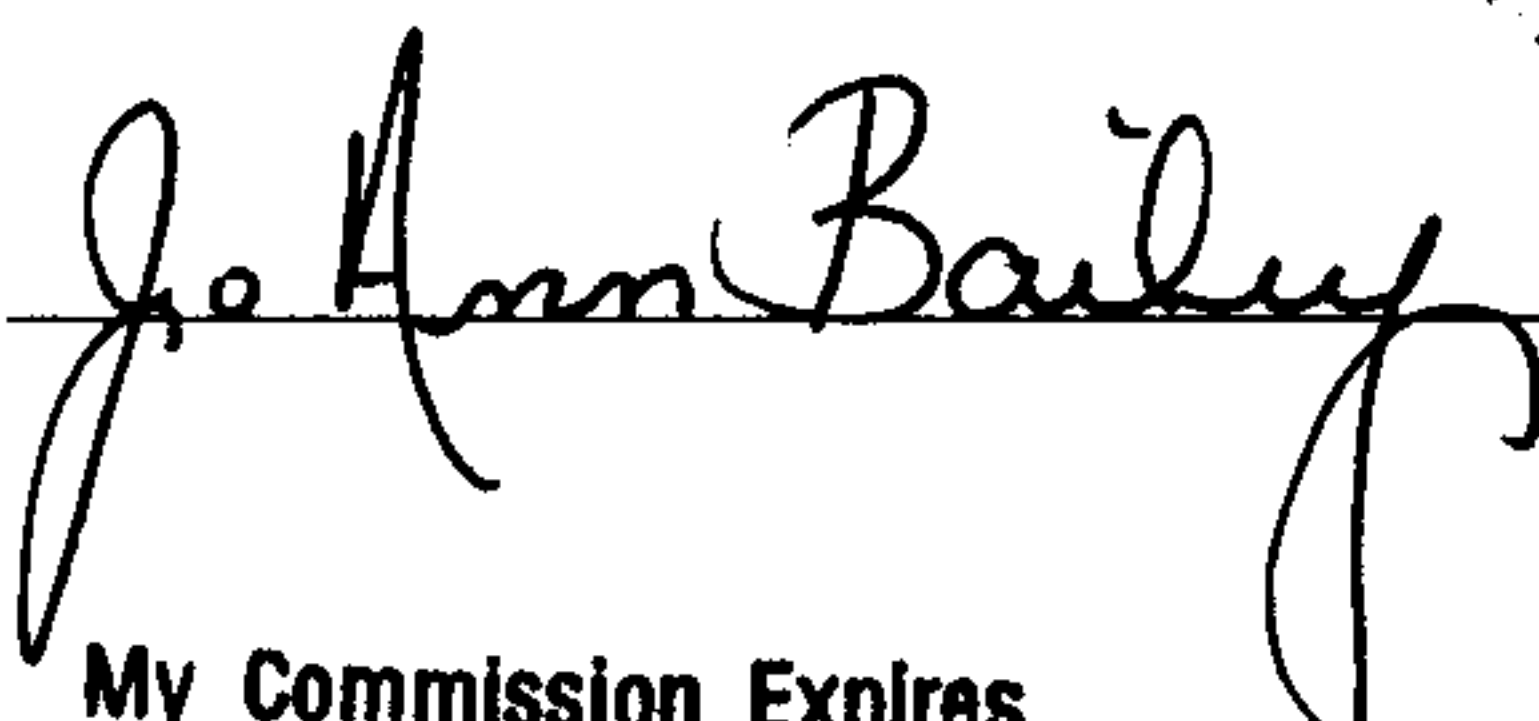
ALABASTER WATER BOARD/ GRANTEE

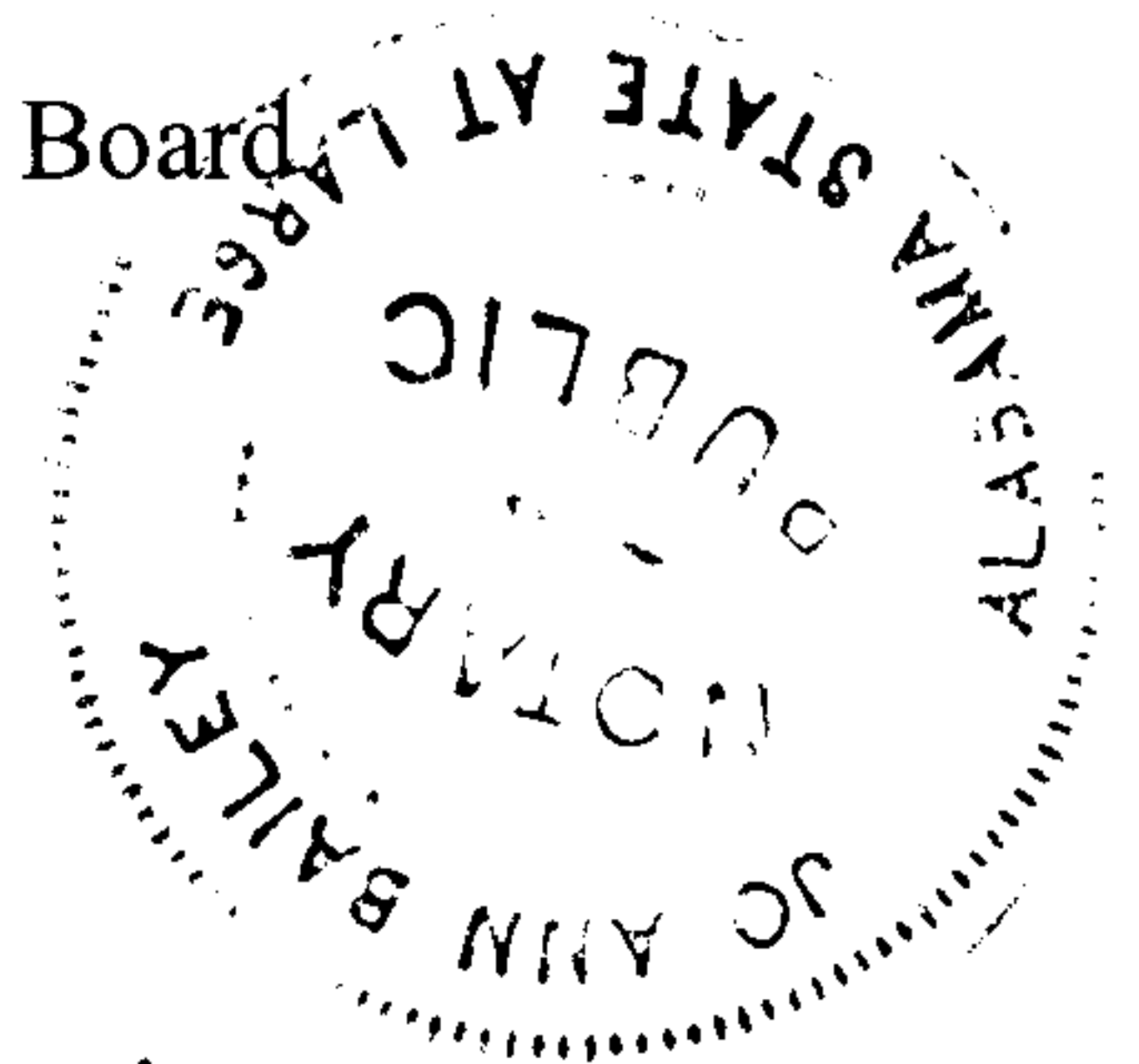
By: 
James Lucas
Manager, Alabaster Water Board


ATTESTED TO:

By: 

ATTESTED TO

By: 
My Commission Expires
April 26, 2010




20080905000354790 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
09/05/2008 01:12:20PM FILED/CERT

June 25, 2008

20080905000354790 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
09/05/2008 01:12:20PM FILED/CERT

Krebs Architecture & Engineering, Inc.
Shelby County Airport

Tract 1
Site 25
Sector I, Phase II
Shelby West Corporate Park
Legal Description

STATE OF ALABAMA
COUNTY OF SHELBY

A strip of land twenty (20) feet in width, being a permanent water line easement, lying in Site 25 of Sector I, Phase II, of Shelby West Corporate Park, recorded in Map Book 34 Page 40-B in the Office of the Judge of Probate, Shelby County, Alabama, being in the Southwest 1/4, of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama. Said strip of land described as follows:

Begin at the Northeast corner of said Site 25, said corner being on the west right of way of Interstate 65, thence run South 35 Degrees 42 Minutes 33 Seconds East along said right of way, 240.65 feet; thence South 13 Degrees 13 Minutes 49 Seconds East along said right of way, 65.13 feet; thence with a curve to the right, having a radius of 7,464.44 feet, a delta angle of 3 Degrees 05 Minutes 02 Seconds, a chord bearing of South 34 Degrees 08 Minutes 54 Seconds East and a chord distance of 401.71 feet, run southeasterly along arc of said curve and along said right of way 401.76 feet to the southeast boundary of said Site 25; thence South 57 Degrees 24 Minutes 23 Seconds West along the southeast boundary of said Site 25, 110.61 feet to the northeast right of way of Corporate Woods Drive; thence with a curve to the left, having a radius of 570.00 feet, a delta angle of 2 Degrees 13 Minutes 48 Seconds, a chord bearing of North 58 Degrees 13 Minutes 24 Seconds West and a chord distance of 22.18 feet, run northwesterly along arc of said curve 22.18 feet; thence North 57 Degrees 24 Minutes 23 Seconds East, 100.18 feet; thence with a curve to the left, having a radius of 7,444.44 feet, a delta angle of 2 Degrees 57 Minutes 38 Seconds, a chord bearing of North 34 Degrees 14 Minutes 26 Seconds West and a chord distance of 384.61 feet, run northwesterly along arc of said curve 384.65 feet; thence North 13 Degrees 13 Minutes 49 Seconds West, 65.13 feet; thence North 35 Degrees 42 Minutes 33 Seconds West, 201.19 feet; thence South 67 Degrees 01 Minute 15 Seconds West, 19.50 feet; thence North 35 Degrees 42 Minutes 33 Seconds West, 40.00 feet to the north boundary of said Site 25; thence North 67 Degrees 01 Minute 15 Seconds East along the north boundary of said Site 25, 40.00 feet to the point of beginning. Said tract contains 0.39 Acres more or less.

Also, additional strip of land, for a temporary construction easement, varying in widths, that adjoins the above described permanent water line easement and are shown on the PERC Engineering Co., Inc. Easement Survey Tract 1, prepared for Krebs Architecture & Engineering, Inc., June 25th, 2008.