



## PRIVATE SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 7th day of June 2013, by and between DOUBLE OAK COMMUNITY CHURCH, an Alabama Nonprofit Corporation, hereinafter referred to as "Grantor", and NORTH SHELBY LIBRARY DISTRICT, a Public Corporation – Mt Laurel Library, hereinafter referred to as "Grantee".

### RECITALS:

- A. Grantor is the owner of certain real property situated in Shelby County, Alabama, hereinafter referred to as the "Subject Property", and more particularly described as Lot 1-02B3 according to "Mt Laurel - Resurvey of Lots 1-02B & 1-02C", Map Book 41, Page 122.
- B. Grantee is the owner of Lot 1-02A2 according to "Mt laurel - Phase I, block 1 - Sector 1 Resurvey of Lots 1-02A and 1-02B", Map Book 40, Page 121. Grantee desires to connect to the existing sewer lateral located on the Subject Property owned by Grantor and Grantor agrees to grant an easement under and across a certain portion of the Subject Property for an underground lateral sewer line.
- C. The Grantee and Grantor have agreed upon, and desire to memorialize the terms and conditions which will govern the granting and use of the private sewer easement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto, for themselves, their heirs, successors and assigns, agree as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grant and convey unto the Grantee, its successors and assigns, an easement over, under and across the Subject Property for the purpose of permitting the Grantee to therein construct, install, maintain, repair, replace, use, and operate an underground sewer line, and related facilities as more clearly depicted in the attached Exhibit "A" ("Easement").
2. The Easement shall be permanent and perpetual, unless Grantee agrees in writing to its termination, or it is otherwise abandoned or vacated by the Grantee.
3. While in effect, said Easement shall specifically include, without limitation, the right of the Grantee, its agents, employees, contractors, and assigns, to traverse said Easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate or use sewer lines and related facilities installed or located in the Easement.
4. Grantee shall save and hold Grantor harmless from any and all liability for personal injury or property damage resulting from, or in any way connected with, any use or activity undertaken or permitted by the Grantee, or any of its agents, employees, contractors or assigns.



5. Upon completion of its installation of sewer lines and related facilities within the Easement, and any subsequent construction or maintenance activity conducted therein by the Grantee, the Grantee shall immediately repair, restore and revegetate all disturbed surface areas in a manner consistent with conditions existing prior to the disturbance, all to the reasonable satisfaction of the Grantor.

6. This Agreement, and the easement herein granted shall be appurtenant to, and run with the title to the real property encumbered thereby, and shall obligate, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

**"GRANTOR"**

Double Oak Community Church

By: Dick Hooten

Dick Hooten

Print Name

Its: Pastor of Administration

**"GRANTEE"**

North Shelby Library District

Mt Laurel Library

By: Kay Kelly

KAY KELLEY

Print Name

Its: Vice President Board of Trustees

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dick Hooten whose name as Dick Hooten of DOUBLE OAK COMMUNITY CHURCH, 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 the instrument, he/she executed the same voluntarily on the day same bears date.

Given under my hand and official seal this the 7th day of June, 2013.

Claudean Hiee

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 14, 2015

STATE OF ALABAMA

COUNTY OF SHELBY

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Shelby Cnty Judge of Probate, AL  
08/22/2013 10:46:37 AM FILED/CERT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Kay Kelly whose name as Kay Kelly of NORTH

SHELBY LIBRARY DISTRICT-MT LAUREL, 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 the instrument, he/she executed the same voluntarily on the day same bears date.

Given under my hand and official seal this the 12<sup>th</sup> day of June, 2013

Claudem L. Lee

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES JAN 14, 2015



20130822000342990 3/3 \$.00  
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