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Shelby Cnty Judge of Probate, AL
02/21/2025 03:39:28 PM FILED/CERT

UTILITY EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Richard & Chelsea Bishop ("Grantor") hereby grants and conveys to The City of Calera, Alabama, ("Grantee"), its successors and assigns, a temporary, right to access a Construction Easement. Hereinafter, Grantor and Grantee may be referred to as "Party" individually and "Parties" collectively.

RECITALS

A. Easement Property. Grantor owns of record certain real property located in Shelby County, Alabama.

1. Grant of Easement

Utility Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated **Exhibit A** (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground water main pipe and related underground water main equipment (the "Improvements"); and for access to the **Utility Easement Area** is depicted generally on the attached and incorporated **Exhibit B**.

2. Terms of Easement

I. Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.5 below, or terminates their use of the improvements in writing to Grantor.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Utility Easement Area.



4. **Restoration.** In the event that the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

5. **General Provisions.**

I. **Effective Date.** This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

II. **Authorized Representative.** Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

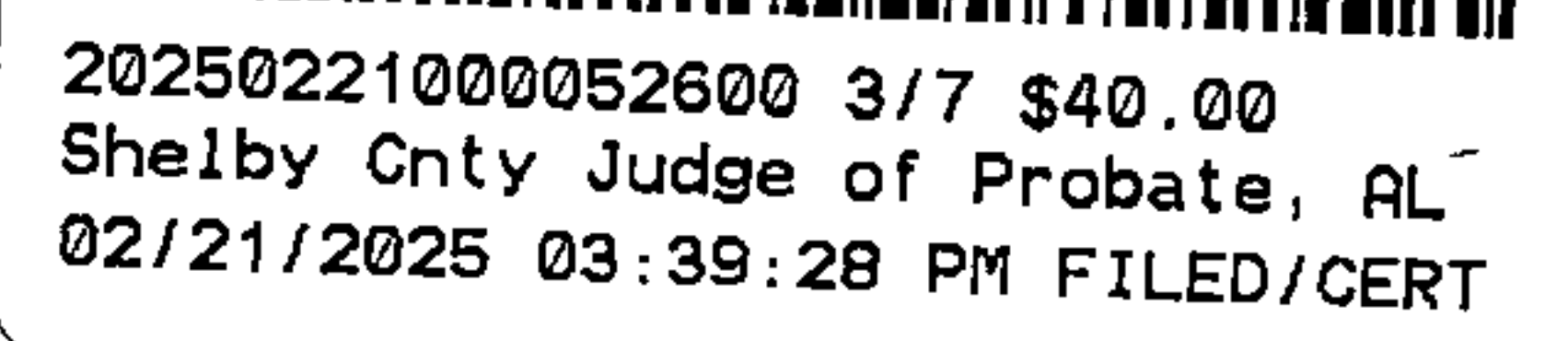
III. **Notices.** Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

IV. **Abandonment.** Upon the completion of construction of Calera Water Works Board project 22172.00 Southwest Water Main Loop Phase 1B, Grantee shall terminate all rights to the use of provided easement.

V. **Governing Law.** The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. Venue for any dispute arising from this Agreement shall be deemed proper in the District Court for Shelby County, Alabama.

VI. **Modification.** This Agreement may not be modified, terminated or otherwise amended outside of project completion without the written consent of Parties.

VII. **Right to Enter into this Agreement.** The Grantor covenants and agrees that, as of the date hereof, the Grantor is well seized of the property underlying the premises conveyed hereby, and has full power and authority to grant and convey the same as aforesaid, and that the same are free and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments, or any other encumbrances or restrictions of any kind. The Grantor hereby warrants title in the conveyed premises to the Grantee, its successors and assigns, against the claims and demands of any persons lawfully claiming the same.



[Signature Pages Follows]

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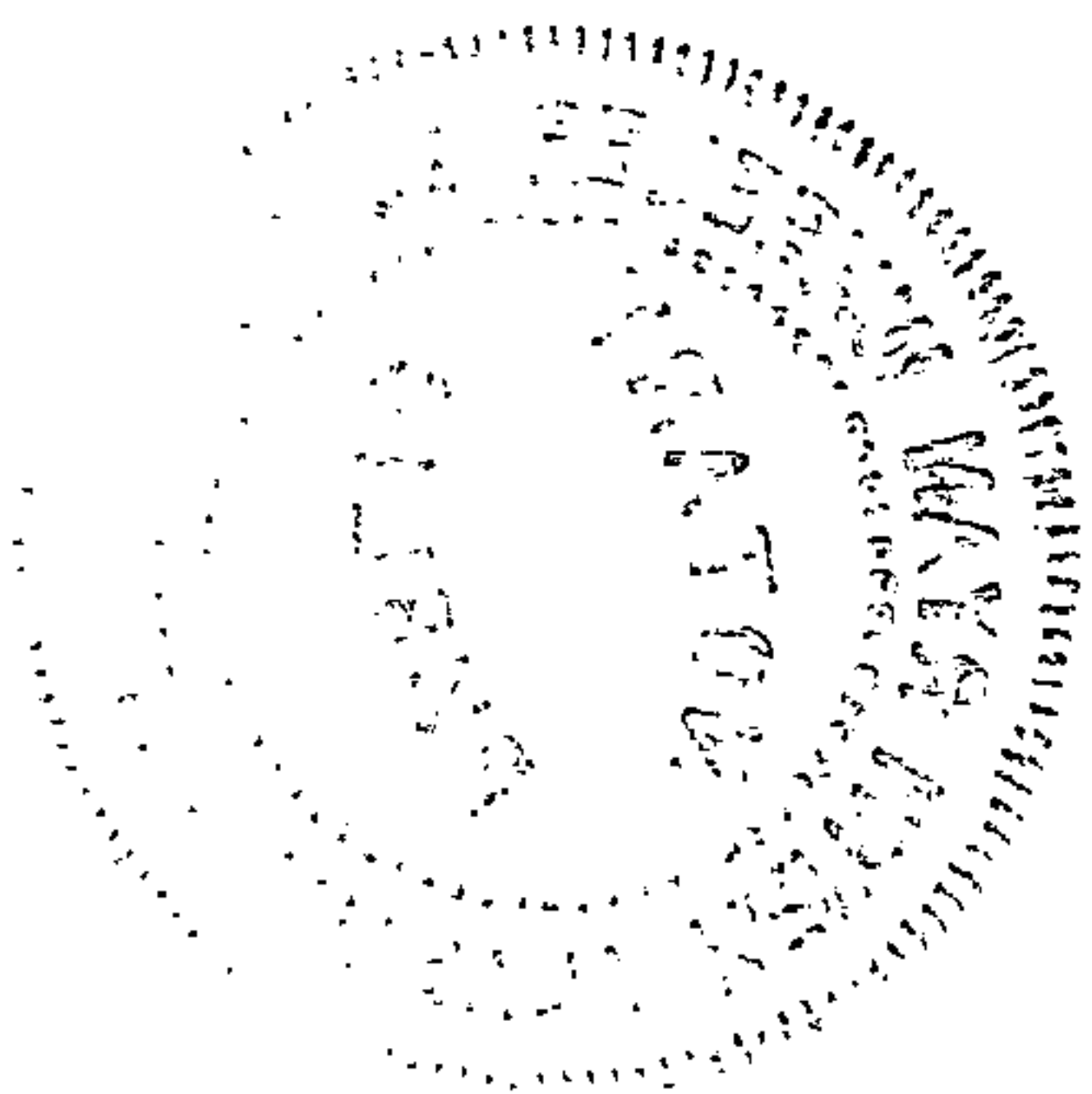
The foregoing instrument was acknowledged before me and my co-judges on the date and at the place first above written.

VO 1205

1992 ONE YEAR VOL. 23(1/4)

1991 年 12 月 28 日

12-11-61



2017年12月25日



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Richard & Chelsea Bishop:

Richard Bishop

(2wello'1 20264 outengi2)

Chelsea Bishop

Date 2/21/25

OWNER

Title:

STATE OF ALABAMA)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of Feb, 2024, by [Signature].

Witness my hand and seal.

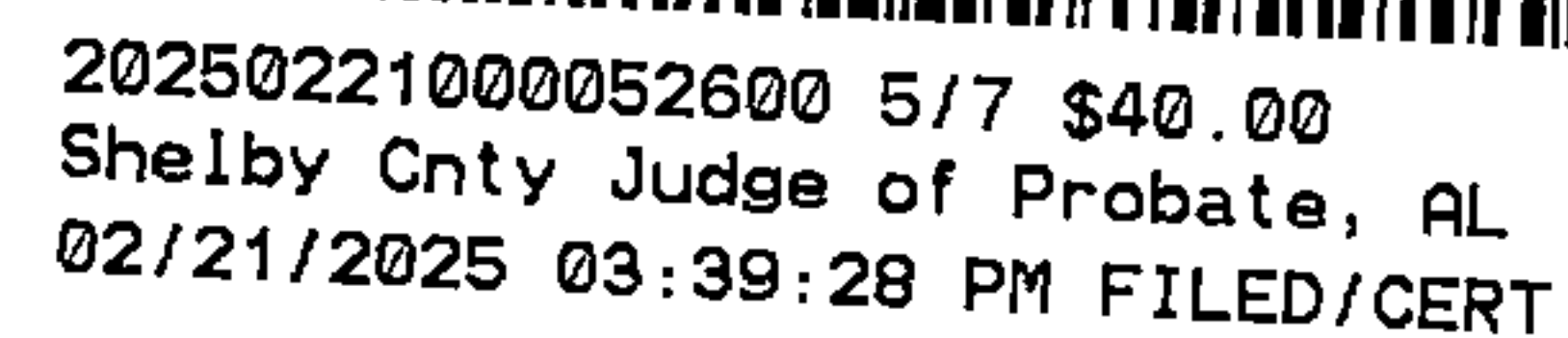
My Commission Expires October 6th, 2025

My commission expires: _____

[SEAL]



Notary Public

[illegible]

20.21.2025

Chairman, Mayor

ATTEST:

Date _____

City Clerk

STATE OF ALABAMA

COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of

Feb, 2024, by

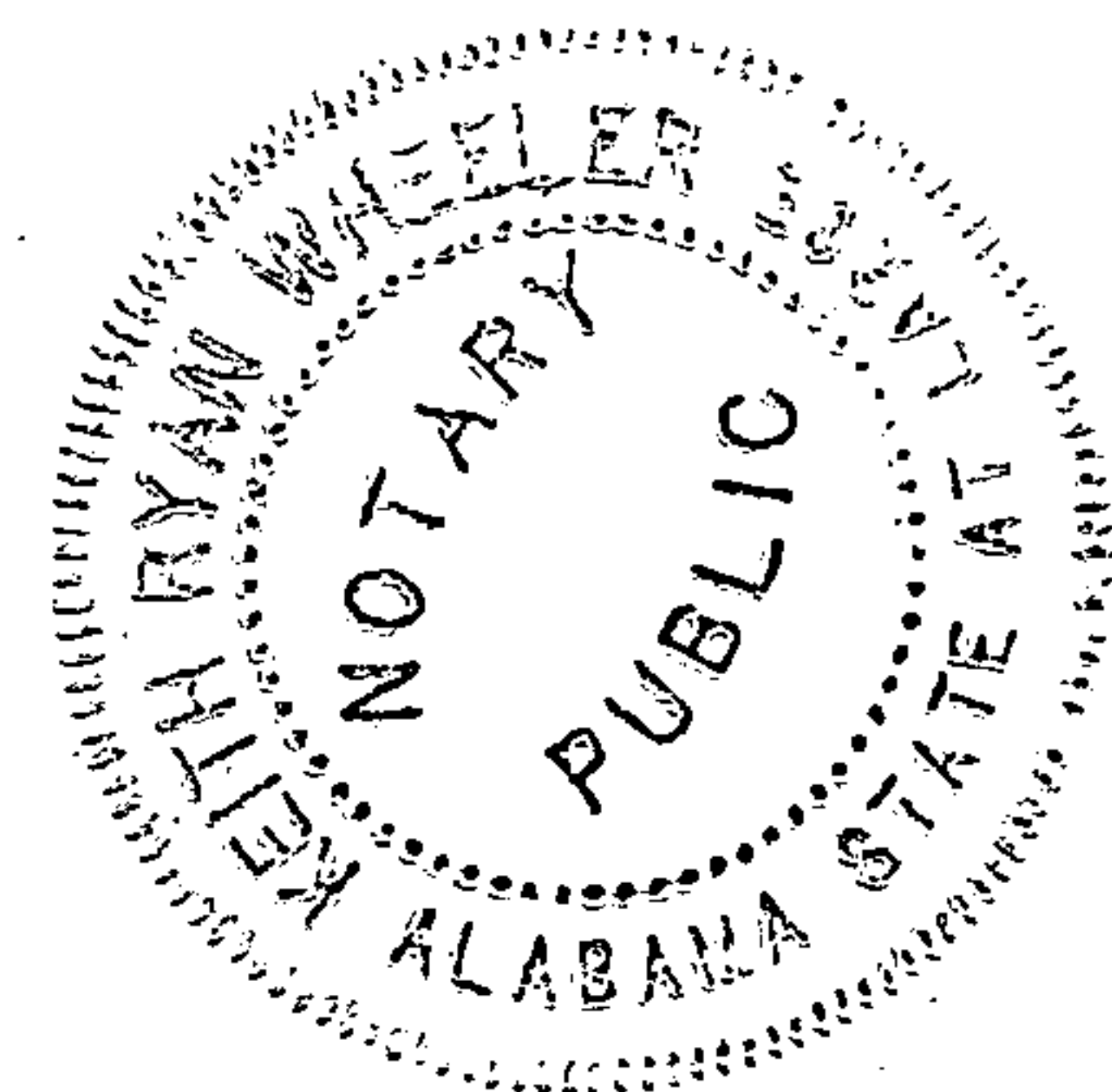
Witness my hand and seal.

My commission expires:

My Commission Expires October 6th, 2025

[SEAL]

Notary Public





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EXHIBIT A

PARCEL NO. 35 2 03 1 002 018.000: Commence at the Capped Rebar Located at the Northeastern most corner of said parcel as outlined in the Final Plat of A Resurvey of Lots 6-10, Block A of Farris Subdivision, First Addition as recorded in map book 4, page 20 in the office of the judge of probate of Shelby County, Alabama. Said Parcel lies in the NE ¼ of Section 3, Township 24 North, Range 13 East in the City of Calera, Shelby County, Alabama. Capped Rebar being the point of Commencement thence Run 197.71 feet for a chord bearing of South 19°32'57.84" West along a 450' radius to a place of beginning being located along said radius being the Southern boundary to the parcel. At said beginning thence run 31.17 feet North 62°12'51.44" West thence 30.00 feet South 27°47'08.56" West thence 27.83 feet South 62°12'51.44" East to a place of ending located on the Southern Boundary of said parcel. The encompassed area of 0.02 Acres will establish a temporary construction easement that will dissolve with the completion of the Calera Water Works Board project No. 22172.00 Southwest Water Main Loop Phase 1B.

12/21/25

The above-described land is located in the Northeast one-fourth of Section 3, Township 24 North, Range 13 East, Shelby County, Alabama and contains 0.02 acres.

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AMERICAN

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to ysb

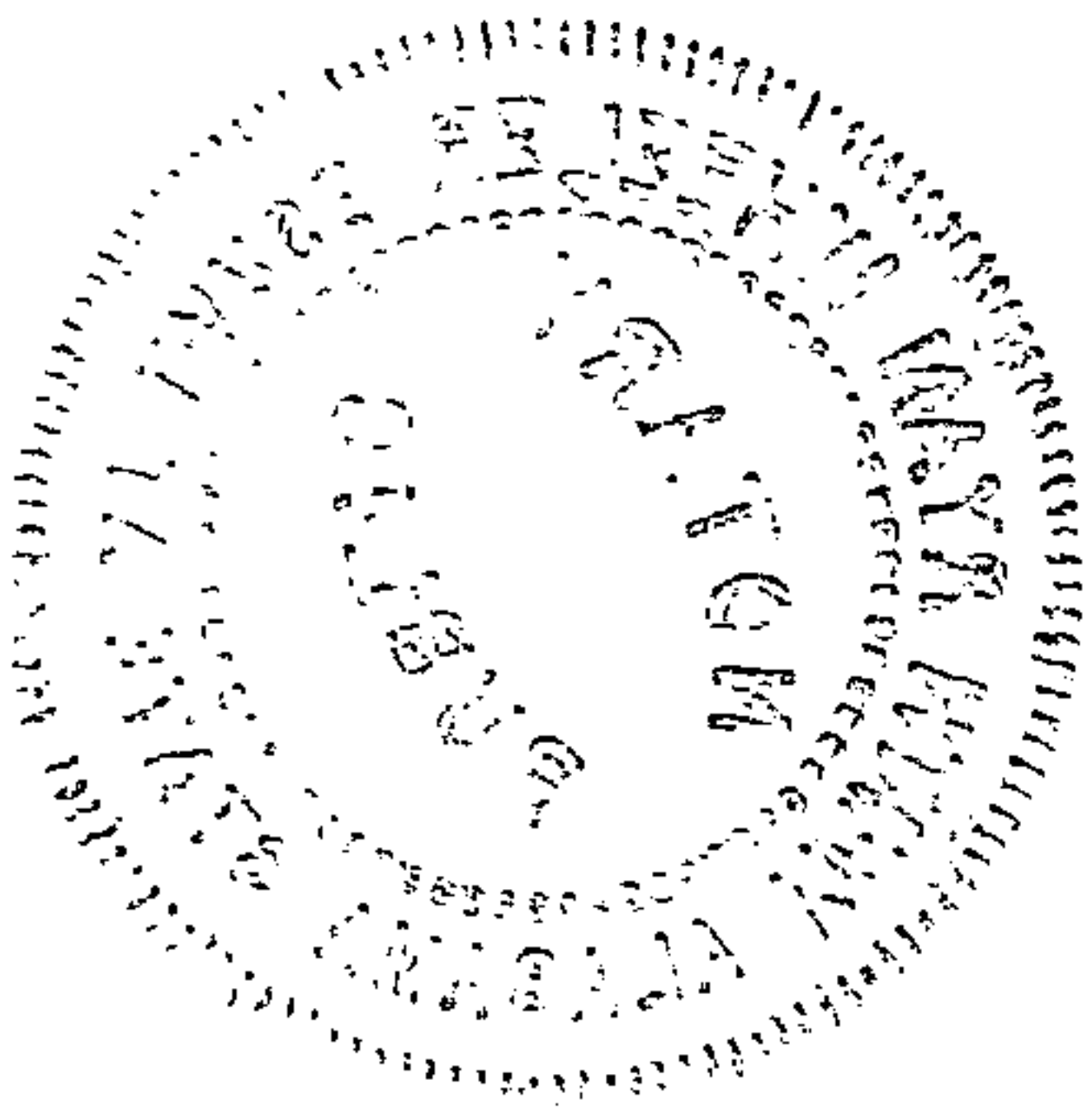
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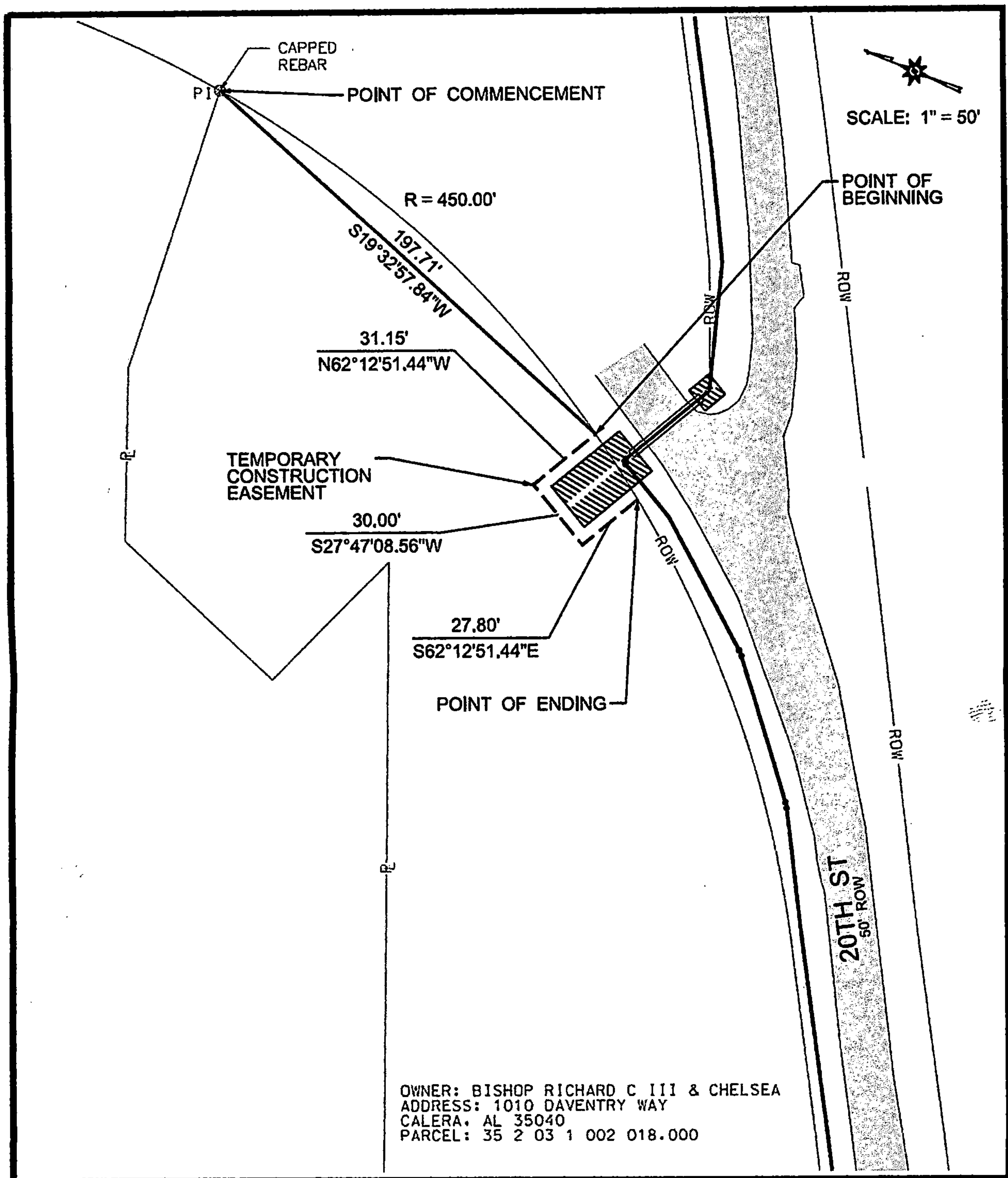


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EXHIBIT B



**INSITE
ENGINEERING**

HOOVER | TUSCALOOSA

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HOOVER, ALABAMA 35244
OFFICE (205) 733-0696
www.insiteengineering.org

CIVIL / GIS
INFRASTRUCTURE
ENVIRONMENTAL
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COMMERCIAL
RESIDENTIAL

**RICHARD C III & CHELSEA BISHOP
EASEMENT PLAT**