

**RIGHT OF ENTRY PERMIT AND TEMPORARY EASEMENT
AGREEMENT WITH CITY OF MADISON, ALABAMA**

This agreement is made and entered into on this _____ date of November 2022 between Richard & Bonita Burch (herein "Owners") and the City of Madison (herein "the City").

Whereas, the City is conducting maintenance and repairs to an existing drainage easement of approximately ten (10) feet from a drainage ditch on the Owner's property; and

Whereas, in order to provide the necessary repairs and maintenance to the existing drainage system on the Owners' Property, the City requests a temporary right of entry to the Owner's Property not to exceed fifteen (15) feet from the existing boundaries of the City's current drainage easement; and

Whereas, the Owner and City agree that the time period for this temporary extension of the drainage easement shall not exceed thirty (30) days from the commencement of the City's work;

Therefore, in consideration of the benefit that this drainage maintenance will incur on the Owner's Property, the Property Owners permit the City the right of reasonable entry upon the Property in the project area; and

In particular, the Property Owners will allow the City reasonable access to enter and reenter his/her property for a period of up to thirty (30) days. The purpose of this access is to allow the City to maintain the drainage system and perform necessary repairs and alterations to the drainage ditch system; and

This document shall not be considered a permanent easement. Once the maintenance and repair of the drainage ditch system is complete, the improvements will become a part of the Property of the Owner.

ATTEST: City of Madison

Mayor Paul Finley

State of Alabama)
)
County of Madison)

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Paul Finley, whose name is signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of November of 2022.

NOTARY PUBLIC

My Commission expires:

Michelle Parker

Property Owner

Bonita A. Burd

Property Owner

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bonita Burd and Richard Burd whose names are signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of November of 2022.

NOTARY PUBLIC Michelle Parker

My Commission expires: 11-03 - 2025

