

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

PERMISSIVE USE AGREEMENT

This Agreement (“**Agreement**”) made and entered into on this the ____ day of June 2023, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“**City**”), and the **Madison Utility Board**, a municipal public utility board created by the City of Madison, Alabama, (“**MU**”).

W I T N E S S E T H:

WHEREAS, MU maintains a sanitary sewer easement upon property located along the Oakland Springs Branch creek with the following legal description:

State of Alabama)
Limestone County)

A tract of land, being a permanent sanitary sewer easement located in the Northwest 1/4 of Section 11, Township 4 South, Range 3 West, Limestone County, Alabama, and more particularly described as follows:

Commence at the northwest corner of said Section 11 and run South 89 Degrees 34 Minutes 17 Seconds East along the north boundary thereof, 1435.31 feet to the point of beginning; thence South 02 Degrees 53 Minutes 47 Seconds West, 445.48 feet; thence South 02 Degrees 19 Minutes 47 Seconds West, 524.02 feet; thence South 40 Degrees 23 Minutes 55 Seconds West, 105.77 feet more or less to the south boundary of J. Rand Bryan's property as described in Fiche 1386 Page 073; thence South 89 Degrees 34 Minutes 17 Seconds East along said boundary line, 39.15 feet; thence North 40 Degrees 23 Minutes 55 Seconds East, 90.98 feet; thence North 02 Degrees 19 Minutes 47 Seconds East, 113.06 feet; thence North 78 Degrees 54 Minutes 27 Seconds East, 344.44 feet more or less to the east boundary of said J. Rand Bryan's property; thence North 00 Degrees 25 Minutes 32 Seconds East along said boundary line, 20.41 feet; thence South 78 Degrees 54 Minutes 27 Seconds West, 343.74 feet; thence North 02 Degrees 19 Minutes 47 Seconds East, 400.60 feet; thence North 02 Degrees 53 Minutes 47

Seconds East, 446.62 feet to the north boundary of the said J. Rand Bryan's property; thence North 89 Degrees 34 Minutes 17 Seconds West along said boundary line, 30.03 feet to the point of beginning. Said tract having 0.90 acres more or less.

WHEREAS, the City has requested that MU allow the City to place a pedestrian trail within MU's existing easement (herein "the Property"); and,

WHEREAS, the parties contemplate that this agreement shall serve the public interest of providing citizens with access to a greenway within the City of Madison.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Permission to Enter: Subject to the conditions stated in this Agreement, MU grants the City permission to enter, use and/or appropriate the Property for the purpose of installing a pedestrian trail.
2. Permissive Use: That MU's acquiescence to the City's use, right of entry and operations on the Property is permissive only and shall not be deemed to affect or diminish MU's right to the free and unfettered use of the Property for the purposes for which the City is granted such use except as otherwise expressly set forth in this Agreement.
3. Notice to Repair: If MU needs to maintain, repair, or replace any of MU's assets located within the Easement, MU will provide two weeks prior written notice to City of its need to excavate or otherwise access the Property.
4. Notice of Termination: Either party may provide notice to the other of termination of this agreement within ninety (90) days of the date that the City shall be required to vacate the Property and/or cease to have use of the Property. This notice can be amended upon the written mutual agreement of the parties.
5. Emergencies: Notwithstanding the foregoing, in the event of an emergency, MU may immediately access the Property as reasonably necessary to address an emergency, without giving notice, provided that MU shall give notice to City as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists that requires immediate maintenance, repair, or replacement shall be solely within the discretion of MU.
6. Restoration: After MU completes any such maintenance, repair, or replacement within the Property it will restore affected landscaping, walkways, and other affected utilities' apparatus to their original condition.

7. Hold Harmless: To the extent allowed by law, the City will indemnify and hold MU harmless from any expense of any kind associated with the permissive use of the Property other than damage caused by willful misconduct or gross negligence of MU.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date and year first above written.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this ____ day of June 2023.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

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COUNTY OF MADISON §

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of June 2023.

Notary Public

