

**AGREEMENT  
FOR  
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 28 day of JAN., 1997, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and James O. Boothe, Sr., hereinafter called the Owner.

WHEREAS, the Board obtained from the Owner both a permanent and a temporary utilities easement as recorded by Instrument No. 1996-04036 in the Probate Office of Shelby County, Alabama, on February 7, 1996, across lands owned by the Owner in order that the Board can install and maintain a water transmission main; and

WHEREAS, the installed location of said water transmission main differs from the location set forth therein; and

THEREFORE, be it known by these presents, in mutual agreement between the parties thereto, said Permanent Utilities Easement as therein described shall be amended and hereby agreed as follows:

1. PERMANENT UTILITIES EASEMENT

Begin at the southeast corner of the property owned by the Owner and recorded in Real Book 15, Page 927, Exhibit "A", in the Probate Office in Shelby County, Alabama, and run westerly along the southerly property line, said southerly property line also being the northerly right-of-way boundary of the Louisville & Nashville Railroad, for a distance of approximately 295 feet to the point of entry of a water transmission main onto the property; said point of entry being the point of beginning of a 10 foot wide permanent utilities easement which shall lie along and equally either side of a water transmission main as installed across the property, running generally as follows: At the point of beginning, turning right approximately 90° for a distance of 21 feet more or less, thence left approximately 28° for a distance of 118 feet more or less, thence right approximately 24° a distance of 125 feet more or less, thence left approximately 20° a distance of 47 feet more or less, thence right approximately 32° a distance of 98 feet more or less, thence left approximately 29° a distance of 65 feet more or less to the southerly right-of-way boundary of Shelby County Highway 26, said point being the point of ending of the permanent utilities easement.

Said permanent utilities easement shall contain 0.109 acres more or less.

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SHELBY COUNTY JUDGE OF PROBATE  
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2. The Temporary Utilities Easement as set forth in the original Agreement shall terminate upon execution of this Agreement and all right, title and interest in and to the real property subject to said temporary utilities easement shall automatically revert back to Owner, or the Owner's successors or assigns.
3. No other conditions or agreements to the original Agreement shall be amended by this Agreement.

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 on the date first above written, and James O. Boothe, Sr., does hereby agree to be bound by the terms and conditions of this Agreement, on the date first above written.

THE ALABASTER WATER BOARD  
ALABASTER, ALABAMA

By Dug Allen  
Water Distribution Supt.

Sworn and subscribed before me this  
the 28<sup>th</sup> day of January, 1997.

Blenda Nagy Notary Public

My Commission Expires: December 1999

OWNER

James O. Boothe Sr.  
James O. Boothe, Sr.

Sworn and subscribed before me this  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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