

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 8th day of August, 1995, 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 desires to obtain from the Owner both a permanent and a temporary utilities easement across lands owned by the Owner in order that the Board can install and maintain a water transmission main; and

THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The easements lying in the boundaries described hereinbelow:

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 296.5 feet to a point, said point being the Point of Beginning of a 10 foot wide permanent utilities easement which shall lie along and equally either side of a line described as follows: From the Point of Beginning, turn an angle to the right of 90° 00' 00" and run a distance of 20.96 feet to a point; then turn an angle to the left of 27° 47' 44" and run a distance of 118.53 feet to a point; then turn an angle to the right of 23° 10' 50" and run a distance of 125.65 feet to a point; then turn an angle to the left of 21° 43' 01" and run a distance of 171.02 feet to a point on the southerly right-of-way boundary of County Road 26, said point being the Point of Ending of the permanent utilities easement. Said permanent utilities easement shall contain 0.100 acres more or less.

TEMPORARY 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 &

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Nashville Railroad, for a distance of 301.50 feet to a point, said point being the Point of Beginning of a 20 foot wide temporary construction easement which shall lie adjacent to and westerly of a line described as follows: From the Point of Beginning turn an angle to the right of 90° 00' 00" and run a distance of 20.96 feet to a point; then turn an angle to the left of 27°47'44" and run a distance of 118.53 feet to a point; then turn an angle to the right of 23°10'50" and run a distance of 125.65 feet to a point; then turn an angle to the left of 21°43'01" and run a distance of 171.02 feet to a point on the southerly right-of-way boundary of County Road 26, said point being the Point of Ending of the temporary construction easement. Said temporary construction easement shall contain 0.200 acres more or less.

2. The Owner grants to the Board the right to enter the easements to construct said water transmission main, and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the easement in a manner which adversely affects the water transmission main. The Owner further agrees not to construct any structure within the lands in the easement. After the water transmission main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easement. Should it be desired, however, the Owner shall allow the entrance of equipment and materials onto the easement for the purpose of maintaining said water transmission main when necessary.
4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easements as required for the construction and/or maintenance activities associated with the water transmission main. The Board agrees to require that the construction and maintenance work within the easements be done in a workmanlike manner and that any damage to the Owner's property which results from said construction and/or maintenance activities will be corrected by the Board.
5. The Board shall hold the Owner harmless from any liability or damage arising from the water transmission main construction and maintenance operations within the easement.
6. It is further agreed that the Board shall provide and install a 1" service tap and meter for the property of the Owner as hereinabove described at no cost to the Owner.
7. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Board and the Owner, their heirs, successors and assigns.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, 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 by one of its Board Members, 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


One of its Board Members

Sworn and subscribed before me this
the 8th day of August, 1995.

Andrea L. Jones Notary Public

My Commission Expires: ~~COMMISSION EXPIRES~~ MAY 22, 1996

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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