

**AGREEMENT  
FOR  
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 29<sup>th</sup> day of September, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Terry L. and Cindy Johnson, 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**

Beginning at the northeast corner of the property owned by the Owner and recorded as Lot 32, Dogwood Forest, Third Phase, in Map Book 14, Page 46 in the Probate Office of Shelby County, Alabama, commence with a 10 foot wide permanent utilities easement which shall lie adjacent to and west of the easterly property line and extend for a distance of 79.46 feet to the southerly property line. Said permanent utilities easement shall contain 0.018 acres more or less.

2. The Owner grants to the Board the right to enter the easement 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.

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4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easement 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 easement 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. 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.
7. Any hardwood trees cut down shall be left for the Owners use.

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 Terry L. Johnson and Cindy Johnson, 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

[Signature]  
One of its Board Members

Sworn and subscribed before me this  
the 8<sup>th</sup> day of August, 1995.

[Signature] Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 22, 1996

OWNER

[Signature]  
Terry L. Johnson

[Signature]  
Cindy Johnson

Sworn and subscribed before me this  
the 29<sup>th</sup> day of September, 1995.

[Signature] Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 22, 1996

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