

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 2 day of Nov, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Douglas M. Kent, II and Peggy S. Kent, 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 intersection of the southerly boundary line of Section 11, Township 21 south, Range 3 West and the easterly right-of-way boundary line of State Highway 119 and run easterly along the southerly boundary of Section 11 for an approximate distance of 645 feet to the Point of Beginning of a 10 foot wide permanent utilities easement which shall be along and equally either side of a line described as follows: From the Point of Beginning, turn an angle to the left of 177°28'41" and run an approximate distance of 380 feet to a point on the property line, said point begin the Point of Ending of the permanent utilities easement. Said permanent utilities easement shall contain 0.087 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

Begin at the intersection of the southerly boundary of Section 11, Township 21 South, Range 3 West and the easterly right-of-way boundary line of State Highway 119 and run easterly along the southerly boundary of Section 11 for an approximate distance of 330 feet to the westerly right-of-way line of the Southern Natural Gas pipeline; then turn and run northwesterly along the westerly right-of-way of the said pipeline for a distance of approximately 25 feet

02/07/1996-04041
01:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DGS MCD 13.50

to the Beginning of a 20 foot wide temporary construction easement which shall lie adjacent to and northerly of the hereinabove described permanent utilities easement and shall run from the westerly Southern Natural Gas pipeline right-of-way westerly for approximately 50 feet to the Ending of the temporary construction easement. Said temporary construction easement shall contain 0.023 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.
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.

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 Douglas M. Kent, II and Peggy S. Kent, do 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

Roger A. Wheeler
One of its Board Members

Sworn and subscribed before me this
the 11th day of August, 1995.

Rudolph L. Jones Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 22, 1996

OWNER

Douglas M. Kent II
Douglas M. Kent, II.

Peggy S. Kent
Peggy S. Kent

Sworn and subscribed before me this
the 2nd day of November, 1995.

Marsha E. Massey Notary Public

My Commission Expires: 5/17/96

Inst # 1996-04041

02/07/1996-04041
01:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
3 003 MCD 13.50