

**AGREEMENT  
FOR  
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 14 day of Dec., 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**

Commence at the NE corner of the NW ¼ of Section 14, Township 21 South, Range 3 West in Shelby County, Alabama, and run westerly along the north line of the quarter section for an approximate distance of 580 feet to a point, said point being the Point of Beginning of a 10' wide permanent utilities easement which shall lie along and equally either side of a water transmission main installed generally along a line described as follows: from the Point of Beginning, turn an angle to the left of 177°28'41" and run easterly a distance of 113.63 feet to a point; thence turn an angle to the left of 2°31'19" and run easterly for an approximate distance of 466.48 feet to a point on the east line of the quarter section; thence continue easterly on the same course for a distance of 850.00 feet to a point; thence turn an angle to the right of 67°30'00" and run southeasterly for a distance of 775.00 feet to a point; thence turn an angle to the left of 11°15'00" and run southeasterly for an approximate distance of 335 feet to the northwesterly right-of-way boundary of Shelby County Highway 26 for the Point of Ending of the permanent utilities easement. Said permanent utilities easement shall lie in the property owned by the Owner as recorded in Deed Book 339, Page 315 in the Probate Office in Shelby County, Alabama and shall contain 0.58 acres more or less.

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### **TEMPORARY CONSTRUCTION EASEMENT**

Commence at the NE corner of the NW ¼ of Section 14, Township 21 South, Range 3 West in Shelby county, Alabama, and run in a westerly direction along the north line of the quarter section for a distance of approximately 760 feet to the Point of intersection of the north quarter section line with the northeasterly boundary line of the southern Natural Gas pipeline right-of-way, said point being the point of Beginning of a 20 foot wide temporary construction easement which shall lie along and southerly of a line described as follows: From the Point of Beginning, turn an angle to the right of 180°00'00" and run easterly for a distance of approximately 85 feet to a point; thence turn an angle to the right of 2°31'19" and run easterly for a distance of 113.63 feet to a point; thence turn an angle to the left of 2°31'19" and run easterly for a distance of approximately 1340 feet to a point where at said point the temporary construction easement shall cease to lie southerly and shall commence to lie along and southwesterly of the line as it turns an angle to the right of 67°30'00" and continues in a southeasterly direction for a distance of 775.00 feet to a point; thence turns an angle to the left of 11°15'00" and runs in a southeasterly direction for an approximate distance of 335 feet to the northwesterly right-of-way boundary of Shelby County Highway 26 for the Point of Ending of the temporary construction easement. Said temporary construction easement shall lie in the property owned by the Owner as recorded in Deed Book 339, Page 315 in the Probate Office in Shelby County, Alabama and shall contain 1.22 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 Board agrees to install the water transmission main with a minimum depth of cover of 5 feet in the area from the Southern Natural Gas transmission lines eastward to the point where the water transmission main turns at Buck Creek to run southeasterly along Buck Creek.
7. The Board agrees to install, at the Boards' expense, up to 4 water ~~con~~ connections at the locations along the water transmission main designated by the Owner. mk
8. On completion of construction of the water transmission main, but in no event later than July 1, 1997, the temporary construction easement shall terminate and all right, title, and interest in and to the real property subject to said temporary easement shall automatically revert back to Owner, or its successors or assigns.
9. 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 *Douglas M. Kent II*  
One of its Board Members  
*Water Distribution Supt.*

Sworn and subscribed before me this  
the 28<sup>th</sup> day of Nov., 1995.

*Andrea 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 14<sup>th</sup> day of Dec., 1995.

*Andrea L. Jones* Notary Public

My Commission Expires:

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