

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 14th day of August, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Roy Martin Construction, Inc., hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner both a permanent utilities easement and a temporary construction easement across lands owned by the Owner in order that the Board can install and maintain a water transmission main, pressure reducing station, and appurtenances thereto; 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 northwest corner of the property owned by the Owner as described in Real Book 305, Page 644 in the Office of the Judge of Probate in Shelby County, Alabama, and commence in a northeasterly direction along the northwesterly property line, said northwesterly property line also being the southeasterly right-of-way boundary of Shelby County Highway No. 26, and run for a distance of 57.10 feet to the Point of Beginning of a 15 foot wide permanent utilities easement which lies along and either side of a line described as follows: From the Point of Beginning, turn an angle to the right of 83°32'53" and run southeasterly for a distance of 312.94 feet to a point on the southeasterly property line, said point being the Point of Ending of the permanent utilities easement. Said permanent utilities easement as hereinabove described and shown on the attached drawing shall contain 0.105 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

Begin at the northwest corner of the property owned by the Owner as described in Real Book 305, Page 644 in the Office of the Judge of Probate in Shelby County, Alabama, and commence in a northeasterly direction along the northwesterly property line, said northwesterly property line also being the southeasterly right-of-way boundary of Shelby County Highway 26, and run for

Inst # 1996-04044

02/07/1996-04044
01:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

a distance of 64.60 feet to the Point of Beginning of a 20 foot wide temporary construction easement which lies adjacent to and easterly of the hereinabove described permanent utilities easement and a line described as follows: From the Point of Beginning, turn an angle to the right of 83°32'53" and run southeasterly for a distance of 312.94 feet to a point on the southeasterly property line, said point being the Point of Ending of the temporary construction easement. Said temporary construction easement as hereinabove described and shown on the attached drawing shall contain 0.140 acres more or less.

2. The Owner grants to the Board the right to enter the easements to construct said water transmission main, pressure reducing station and appurtenances thereto, 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, pressure reducing station and appurtenances thereto. The Owner further agrees not to construct any structure within the lands in the easement. After the water transmission main, pressure reducing station and appurtenances thereto have 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, pressure reducing station and appurtenances thereto. 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. 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. It is further agreed that the Board shall provide and install one water service tap on the water transmission main for water service to the property of the Owner as hereinabove described at no charge to the Owner. This service tap shall be sized as requested by the Owner up to 2" diameter.

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 Roy Martin Construction, Inc., 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 8th day of August, 1995.

Andrea L. Jones Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 22, 1996

OWNER
ROY MARTIN CONSTRUCTION, INC.

By:

[Signature]
Its: [Signature]

Sworn and subscribed before me this
the 14 day of August, 1995.

Brenda H. Clayton Notary Public

My Commission Expires: 4-27-97

Inst # 1996-04044

3 02/07/1996-04044
01:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50