

**AGREEMENT  
FOR  
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Lloyd E. and Anita O. Davenport, 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 point of intersection of the westerly property line of the property of the Owner as recorded in Deed Book 220 Page 159 in the Probate Office of Shelby County, Alabama, and the westerly right-of-way line of County Road 12 for the Point of Beginning of a 15 foot wide permanent utilities easement which shall lie westerly of adjacent to and parallel with the westerly right-of-way line of County Road 12 and shall run southeasterly along said westerly right-of-way line of County Road 12 a distance of 200 feet to the Point of Ending for the permanent utilities easement.

Said permanent utilities easement shall contain 0.069 acres more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Commence at the point of intersection of the westerly property line with the westerly right-of-way line of County Road 12 for the Point of Beginning of a 20 foot wide temporary construction easement which shall lie westerly of adjacent to and parallel with the above said permanent utilities easement and shall run southeasterly a distance of 200 feet to the Point of Ending of the temporary construction easement.

Said temporary construction easement shall contain 0.092 acres more or less.

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2. The Owner grants to the Board the right to enter the easements to construct 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. The Board further agrees to provide a water service connection for the Owner for a cost of \$30.00.
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.

8. In lieu of said easement: Lloyd C. and Anita O. Davenport  
property

Alabaster Water Board agrees to install two (2) water taps, meters, boxes and lids for \$2.00 at property owners said location.

This agreement overrides paragraph 6 in agreement for utility easement.

9. As per conversation with Greg Allen, Alabaster Water Board, a fire plug will be installed on North side of C.R. 24 & West side of C.R. 17

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 Lloyd E. and Anita O. Davenport does hereby agree to be bound by the terms and conditions of this Agreement, and has executed this Agreement, on the date first above written.

THE ALABASTER WATER BOARD  
ALABASTER, ALABAMA

By *Dugan W. Allen*  
*Water Distribution Supt.*

Sworn and subscribed before me this  
the 28<sup>th</sup> day of August, 19 96.

*Blinda Nagy* Notary Public

My Commission Expires: December 1999

OWNER

*Lloyd E. Davenport*  
Lloyd E. Davenport

*Anita O. Davenport*  
Anita O. Davenport

Sworn and subscribed before me this  
the 4<sup>th</sup> day of October, 19 96.

*Blinda Nagy* Notary Public

My Commission Expires: December 1999

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