

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 2nd day of August, 2000, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Shelby County, Alabama, 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

Tract 2

A strip of land twenty (20) feet in width, being a permanent water line easement, lying in the Southeast 1/4 of Northeast 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama. More particularly described as follows:

Commence at the northeast corner of the said southeast 1/4 of the Northeast 1/4 and run South 02 Degrees 43 Minutes 04 Seconds West along the east boundary of said Southeast 1/4 of the Northeast 1/4, 100.00 feet to the Point of Beginning; thence continue south 02 Degrees 43 Minutes 04 Seconds West along the east boundary thereof, 501.19 feet; thence south 58 Degrees 59 Minutes 19 Seconds West, 24.05 feet; thence North 02 Degrees 43 Minutes 04 Seconds East, 489.61 feet; thence North 41 Degrees 27 Minutes 14 Seconds East, 31.96 feet to the Point of Beginning. Said parcel having 0.23 acres more or less.

Also, an additional strip of land, being a temporary construction easement, ten (10.00) feet in width on the west side of the above described permanent water line easement.

2. The Owner grants to the Board the right to enter the easements 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 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 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. The Board will pay the Owner \$1.00 per Linear Foot to cross said property. (501.19 feet) \$502.00.

IN TESTIMONY to all 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 its Manager, on the date first above written, and _____, a representative of Shelby County, Alabama, 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 *Jeanette S. Minor*
Its Manager

Sworn and subscribed before me this
the 12th day of July, 2000.

Kathy A. Palmer

Notary Public

My Commission Expires: 1-03-2003



OWNER

High M. Gilmore

Sworn and subscribed before me this
the 2nd day of August, 2000.

Dan L. Hardwick, Jr.

Notary Public

My Commission Expires: 1/27/2003

Inst # 2000-37383

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10/27/2000-37383
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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