

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 18 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 5

A strip of land twenty (20) feet in width, being a permanent water line easement, lying in the Northeast 1/4 of Northeast 1/4 of Section 16, Township 21 South, Range 3 West and the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama. More particularly described as follows:

Commence at the northeast corner of the said Northeast 1/4 of the Northeast 1/4 and run South 03 Degrees 19 Minutes 23 Seconds West along the east boundary of the Northeast 1/4 of the Northeast 1/4, 53.20 feet to the south right-of-way line of Kent Dairy Road and the point of Beginning; thence continue South 03 Degrees 19 Minutes 23 Seconds West along the East boundary of the Northeast 1/4 of the Northeast 1/4, 366.80 feet; thence North 85 Degrees 52 Minutes 51 Seconds West, 20.00 feet; thence North 03 Degrees 19 Minutes 23 Seconds East, 362.87 feet to the south right-of-way Kent Dairy Road and to a point of beginning of a curve to the right, having a radius of 2942.00 feet, a delta angle of 0 Degrees 23 Minutes 45 Seconds, a chord bearing of North 82 Degrees 58 Minutes 05 Seconds East and a chord distance of 20.33 feet, thence northeasterly along arc of said right-of-way,

20.33 feet to the Point of Beginning. Said parcel having 0.17 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. (366.80 feet) \$367.00.

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 *Jeannette D. 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

Donald D. Higgins

Sworn and subscribed before me this
the 18 day of August, 2000.

Charles R. Nelson Notary Public

My Commission Expires:
11/22/2001

Inst # 2000-37386

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10/27/2000-37386
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMB 20.00