

STATE OF ALABAMA     )  
  )  
COUNTY OF MADISON    )

**AGREEMENT FOR LOCATION OF UTILITIES ON PRIVATE PROPERTY**

REQUEST FOR SERVICE: The undersigned, hereinafter referred to as “Applicant”, has applied to Huntsville Utilities for utility service consisting of electricity, water or natural gas, hereinafter referred to as “utilities”, to be installed on the property of the Applicant which property is located at;

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(property address)

That the mains, lines and pipes over which the utilities will be moved and transported will be crossing over a portion of the Applicant’s property which is not owned by Huntsville Utilities or within a public right-of-way of the City of Huntsville and further that metering devices, metering pits, valve boxes, fire lines and housing devices for metering equipment and other equipment which will be used in the furnishing of utilities is to be located on the property of the Applicant over which Huntsville Utilities has no control.

GRANT OF EASEMENT: The Applicant does hereby grant unto Huntsville Utilities an easement of ingress and egress over, upon and across the lands of the Applicant for the purpose of installing, maintaining and repairing pipes, mains, lines, meters, and other equipment reasonable and necessary for the providing of utilities to the above-described property and further granting unto Huntsville Utilities an easement of egress and ingress over, upon and across the properties of the Applicant for the purpose of reading and servicing any and all meters and measuring devices which may be installed upon the property of the Applicant for the purpose of determining the amount of utilities used by the Applicant or any tenant of the Applicant.

LOCATION OF METERS AND UTILITY EQUIPMENT: At all times during the furnishing of utilities to the Applicant, the Applicant does hereby agree to locate any and all meters, fire pits, meter boxes, meter pits and lines at locations as directed by Huntsville Utilities. The Applicant does further agree that Applicant will, at its own cost and expense, erect such guards, fences or housing around and upon the utility equipment and meters installed upon the property of the Applicant as shall be required by Huntsville Utilities. The Applicant will further, upon notification by Huntsville Utilities, make any and all repairs to any of the meter boxes, meter pits, guards, fences or housings around any and all of the utility equipment installed on the property of the Applicant. All costs incurred in such repair and maintenance shall be at the expense of the Applicant. In the event the Applicant fails to immediately and forthwith make any and all repairs to the meter boxes, meter pits, guards, fencing or housing, which Huntsville Utilities specifies, then Huntsville Utilities has the right or option, but not the obligation, to make any and all repairs as deemed necessary and that the costs incurred by Huntsville Utilities shall be immediately and forthwith paid by the Applicant to Huntsville Utilities, and the same shall be deemed a charge as and for utility service and shall bear interest at the rate of six percent (6%) per annum from date that such repairs were performed until paid.

REPAIRING AND RELOCATION OF UTILITY EQUIPMENT: Applicant acknowledges that some of the lines, mains, pipes, meters, metering devices and other utility equipment which will be installed over, upon and under the property of the Applicant may or might require relocation, maintenance and repair which may or might necessitate the removal of dirt, concrete, asphalt or other material and that upon Huntsville Utilities removing the same and repairing the mains, lines or equipment, it shall be the sole and complete responsibility of the Applicant to immediately replace the material removed and to restore the property to the condition that the same was in prior to such removal. All expenses incurred for such repairing and for changes in elevation of meters and metering equipment shall be paid for by the Applicant and in the event that Huntsville Utilities performs such services or replaces such material removed, the Applicant does hereby agree on demand to immediately pay the full and complete cost plus ten percent (10%) which Huntsville Utilities may or might incur in replacing, repairing or relocating the same.

APPLICANT MAINTAINING METER BOXES AND HOUSING: The Applicant does hereby acknowledge that Huntsville Utilities has no control over the property which certain utility equipment will be installed and that in consideration of Huntsville Utilities furnishing utilities to the Applicant, the Applicant does hereby acknowledge, acquiesce and agree as follows:

a. That the Applicant has full and complete responsibility to keep, maintain and repair all the housing, meter pits, meter boxes and lids which may or might be now or hereafter installed on the property of the Applicant.

b. That the Applicant shall at all times, keep and maintain all of the housings, meter pits, meter boxes and lids in a safe condition at all times and will further make any and all repairs to the same immediately and forthwith which may consist, but not be limited to, replacing any and all lids, covers, all meter boxes or pits which become broken, loose, lost, ajar or destroyed.

APPLICANT'S RESPONSIBILITIES: The Applicant acknowledges that the lands and property on which the utility equipment is located may or might be conveyed or leased to other parties, and that such transfer shall not release the undersigned Applicant from liability under this agreement. The undersigned Applicant shall remain liable for performance of all the terms and conditions of this agreement for such periods of time as utility equipment is installed upon the lands and property described above or until Applicant is released from such obligation of this agreement by Huntsville Utilities. During the period of time that utility equipment is installed on the lands of the Applicant, Huntsville Utilities shall have the option to require additional guarantees and securities for the indemnification of Huntsville Utilities. In addition to such guarantees and securities for indemnification, Huntsville Utilities has the right and option to require Applicant to secure a policy of liability insurance, naming Huntsville Utilities as loss payee. Such policy to be secured shall be with companies approved by Huntsville Utilities and shall be in the form, content and amount as required by Huntsville Utilities. The policy which may or might be required by Huntsville Utilities shall be maintained for such period of time as the utilities are furnished to Applicant. All premiums necessary to keep the policy in full force and effect shall be paid for by Applicant. Applicant shall furnish Huntsville Utilities with the original policy together with paid receipts showing payment of all sums due which are required to keep the policy or policies in full force and effect.

DEFAULT: The installing of the utility equipment on the property of the Applicant is for the convenience of the Applicant and in the event that the Applicant fails or refuses to abide by the terms of this agreement or defaults in the performance of any of the terms that Applicant is to perform, then in addition to any other rights or remedies that Huntsville Utilities may or might have, Huntsville Utilities shall have the right to require Applicant to receive utility service from a public right-of-way or easement which Huntsville Utilities provides services to its customers. All expenses for removal of such utilities to the right-of-way or easement shall be at the Applicant's expense.

INDEMNIFICATION: For the consideration of Huntsville Utilities installing utilities and equipment on the properties of the Applicant, the Applicant does hereby agree to indemnify and save harmless, the City of Huntsville, a municipal corporation d/b/a Huntsville Utilities, from any and all claims, suits, or judgments which may or might be made upon or against Huntsville Utilities for any damages by any person, firm or corporation for injuries or damages which may or might result from the installation, maintenance and location of any utility equipment on the property of the Applicant. Such indemnification shall include, but not be limited to the payment of reasonable attorney's fees incurred by Huntsville Utilities in the enforcement of this agreement and indemnification.

SUCCESSORS AND ASSIGNS: This agreement shall endure to the benefit of Huntsville Utilities, City of Huntsville, a municipal corporation, and City of Huntsville, a municipal corporation, d/b/a Huntsville Utilities and shall be binding upon the successors, assigns, heirs, executors and administrators of the Applicant.

IN WITNESS WHEREOF the Applicant has hereunto executed this agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
APPLICANT (Owner, Corporation)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Seal  
Or  
Stamp:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: Copy may be faxed, but notarized original will be required before service will be provided.