

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 30 day of JANUARY, 1995 by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and James and Lisa Johnson, hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner both a permanent and temporary utilities easements across the lands owned by the Owner in order that the Board can install and maintain a drainage line; 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 below:

Permanent Utilities Easement

Begin at the southeast corner of the property owned by the Owner and commence in a northerly direction along the east property line a distance of 62 feet to the POINT OF BEGINNING of a 10 foot wide permanent utilities easement which lies along and either side of a line described herein. From the Point of Beginning, turn an angle left of 88° 57' 21" and commence in a Westerly direction an approximate distance of 50 feet; thence turn an angle right of 39° 15' 42" and continue for an approximate distance of 150 feet; thence turn an angle right of 37° 06' 43" and continue for an approximate distance of 15 feet to the south property line of the Alabaster Water & Gas Board Well House No. 3 property, said property line also being the north property line of the property described above, said property being owned by the Owner, said point also being the end of the 10 foot wide permanent utilities easement. The said property owned by the Owner is Parcel 21.22 as shown on the Ad Valorem Tax Map No. 58-23-01-02-3 and as described in Real Book 242, Page 404 in the Office of the Judge of Probate, Shelby County, Alabama. Said permanent utilities easement as hereinabove described and shown on the attached drawing.

Temporary Construction Easement

Begin at the southeast corner of the property owned by the Owner and commence in a northerly direction along the east property line a distance of 62 feet to the POINT OF BEGINNING of a 10 foot wide temporary utilities easement which lies along and with 5 feet on either side of the permanent utilities easement described above. The said property owned by the Owner is Parcel 21.22 as shown on the Ad Valorem Tax Map No. 58-23-01-02-3 and as described in Real Book 242, Page 404 in the Office of the Judge of Probate, Shelby County, Alabama. Said temporary utilities easement as hereinabove described and shown on the attached drawing.

Inst. # 1995-07349

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08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

1995-07349

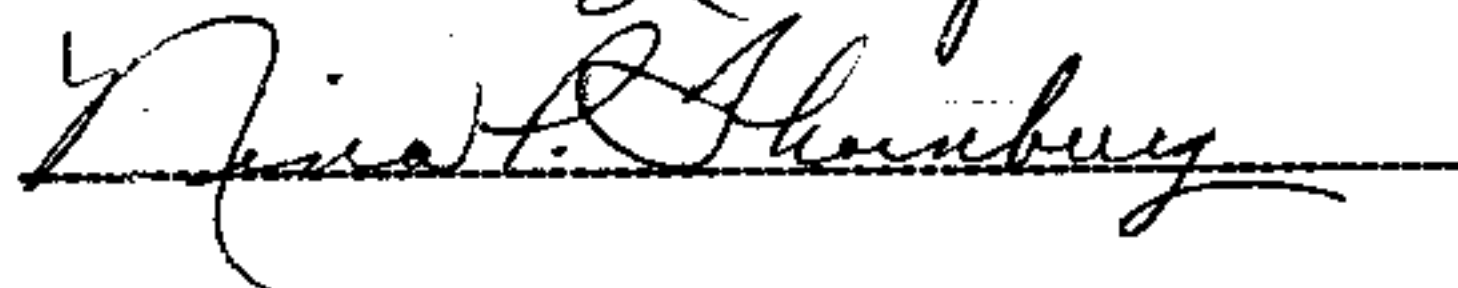
2. The Owner grants the Board the right to enter the easement to construct said drainage line and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the easement in a manner which adversely affects the drainage line. The Owner further agrees not to construct any structure within the lands in the easement. After the drainage line 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 drainage line when necessary.
4. The Owner grants to the Board the right to remove trees, shrubs, or other vegetation located within the easement as required for the construction and/or maintenance activities associated with the drainage line. The Board agrees to require that the construction and maintenance work within the easement 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 of damage arising from the drainage line 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.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water and Gas Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused by this Agreement to be executed by one of its Board Members, on the date first above written, and James and Lisa Johnson do hereby agree to be bound by the terms and conditions of this Agreement, on the date first above written.

THE ALABASTER WATER AND GAS BOARD
ALABASTER, ALABAMA


By 
One of its Board Members

Sworn and subscribed before me this
the 9 day of January, 1995.

 Notary Public

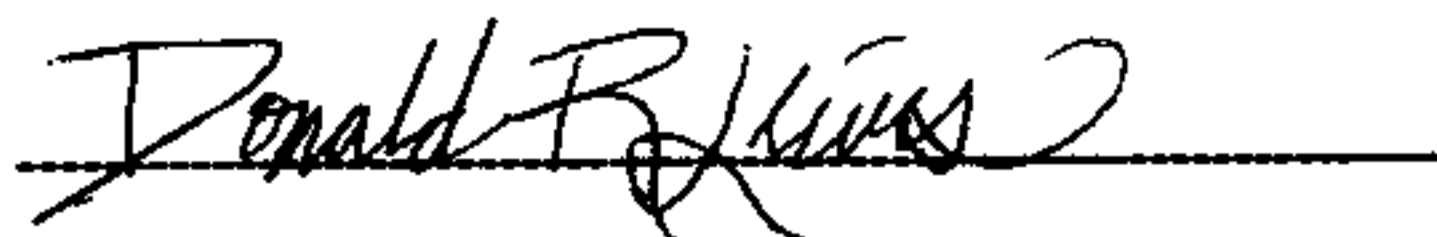
My Commission Expires: MY COMMISSION EXPIRES MARCH 5, 1997

OWNER


James Johnson


Lisa Johnson

Sworn and subscribed before me this
the 23 day of JANUARY, 1995

 Notary Public

My Commission Expires:

Inst # 1995-07349

3

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