

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 25 day of October, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Billy K. Graham, III and Jon G. Graham, 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

Begin at the northeasterly corner of the property owned by the Owner and as described in Exhibit "A" recorded as Instrument No. 1993-30542 in the Office of the Judge of Probate in Shelby County, Alabama, and commence in a southwesterly direction along the northerly property line, said northerly property line also being the southeasterly right-of-way boundary of Shelby County Highway No. 26, and run for a distance of 334.04 feet to a point; thence 90°10'44" left a distance of 312.47 feet to a point; thence 90°11'23" right for a distance of 215.77 feet to the Point of Beginning of a 10 foot wide permanent utilities easement which lies along and either side of a line described as follows: From the Point of Beginning, turn an angle to the left of 99°44'07" and run southeasterly for a distance of 362.58 feet to a point in the center of Buck Creek, said point being on the property line and the Point of Ending of the permanent utilities easement. Said permanent utilities easement as hereinabove described and shown on the attached drawing shall contain 0.083 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

Begin at the northeasterly corner of the property owned by the Owner and as described in Exhibit "A" recorded as Instrument No. 1993-30542 in the Office of the Judge of Probate in Shelby County, Alabama, and commence in a

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southwesterly direction along the northerly property line, said northerly property line also being the southeasterly right-of-way boundary of Shelby County Highway No. 26, and run for a distance of 334.04 feet to a point; thence 90°10'44" left a distance of 312.47 feet to a point; thence 90°11'23" right for a distance of 210.77 feet to the Point of Beginning of a 20 foot wide temporary construction easement which lies adjacent to and easterly of the hereinabove described permanent utilities easement and a line described as follows: From the Point of Beginning, turn an angle to the left of 99°44'07" and run southeasterly for an approximate distance of 362 feet to a point in the center of Buck Creek, said point being on the property line and the Point of Ending for the temporary construction easement. Said temporary construction easement as hereinabove described and shown on the attached drawing shall contain 0.166 acres more or less.

2. The Owner grants to the Board the right to enter the easement 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 easement 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 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 or damage arising from the water transmission main construction and maintenance operations within the easement.
6. The Board agrees to provide and install one water service tap on the water transmission main for water service to the property of the Owner as described hereinabove at no charge to the Owner. This service tap shall be sized as requested by the Owner up to 2" diameter.
7. It is further agreed that the Board shall make payment to the Owner in the amount of \$725.00 as compensation to the Owner for granting of the permanent utilities easement and the temporary construction easement to the Board.

8. 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.

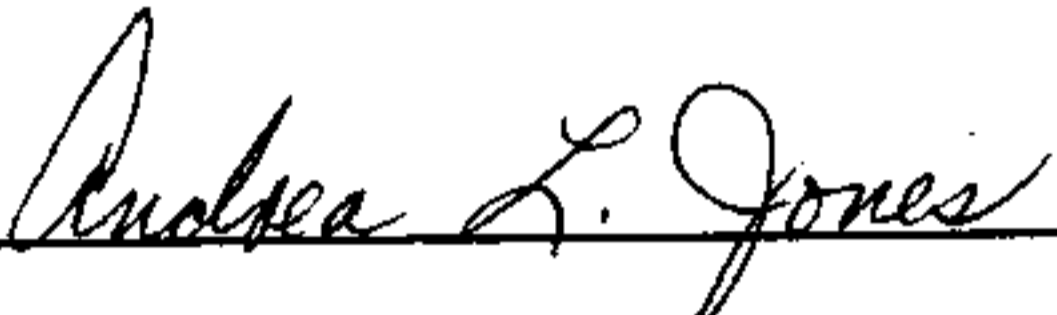
IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by one of its Board Members, on the date first above written, and Billy K.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

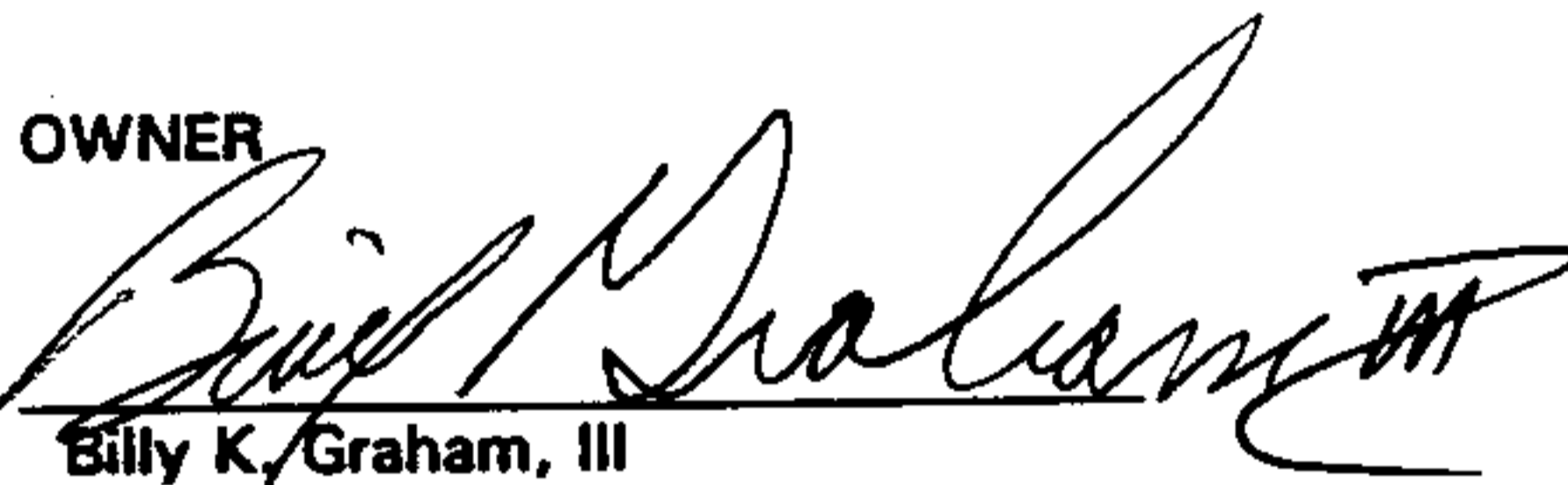

One of its Board Members

Sworn and subscribed before me this
the 8th day of August, 1995.

 Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 22, 1996

OWNER


Billy K. Graham, III


Jon G. Graham

Sworn and subscribed before me this
the 20 day of OCT, 1995.

 Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 24, 1997

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