

**AGREEMENT  
FOR  
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 8 day of Sept, 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and George B. Juneman, J. B. Monzella, III, and EFB Enterprises, hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner 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**

Commence at the southeast corner of the property owned by the Owner as recorded in Deed Book 309, Page 37 in the Probate Office in Shelby County, Alabama, and run northerly along the easterly property boundary for an approximate distance of 360 feet to the point of intersection of the easterly property boundary with the westerly right-of-way boundary of U.S. Highway 31 for the Point of Beginning of a 10 foot wide permanent utilities easement which shall lie adjacent to and westerly of a line described as follows: From the Point of Beginning, turn left and run in a northwesterly direction along the westerly right-of-way boundary of U.S. Highway 31 for approximately 270.20 feet to a point being the Point of Ending of the permanent utilities easement. Said permanent utilities easement shall contain 0.063 acres more or less.

**TEMPORARY UTILITIES EASEMENT**

Commence at the southeast corner of the property owned by the Owner as recorded in Deed Book 309, page 37 in the Probate Office in Shelby County, Alabama, and run northerly along the easterly property boundary for an approximately distance of 360 feet to the point of intersection of the easterly property boundary with the westerly right-of-way boundary of U.S. Highway 31 for the Point of Beginning of a temporary construction easement which shall lie

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20 feet wide adjacent to and westerly of the permanent utilities easement as hereinabove described and shall run in a northwesterly direction along said permanent utilities easement for a distance of approximately 270.20 feet to the Point of Ending of the said permanent utilities easement, said point also being the Point of Ending of the temporary construction easement. Said temporary construction easement shall contain 0.126 acres more or less.

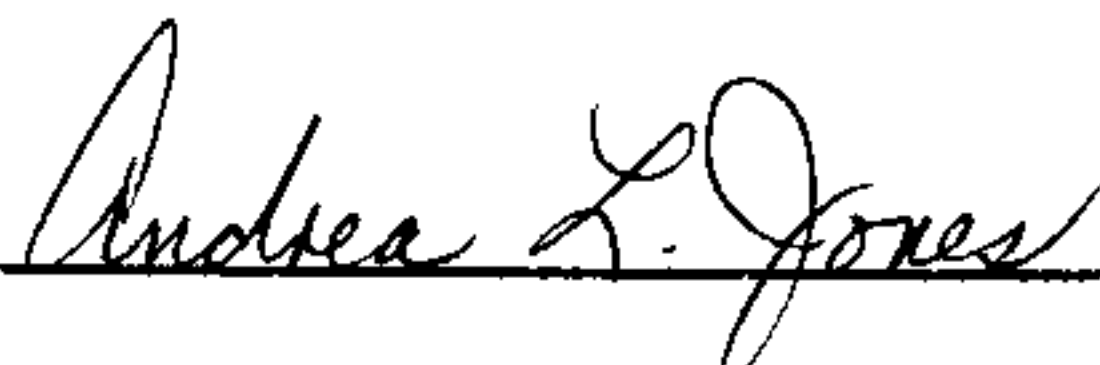
2. The Owner grants to the Board the right to enter the easements to construct said water transmission main and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner 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 activities associated with the water transmission main. The Board agrees to require that the construction work within the easements be done in a workman-like manner and that any damage to the Owner's property which results from said construction 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 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 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 George B. Juneman, J. B. Monzella, III, and EFB Enterprises, 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

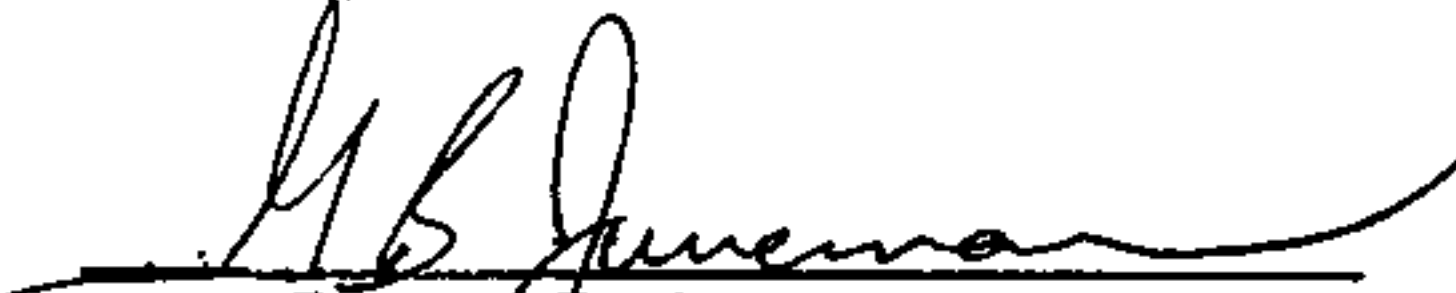
Sworn and subscribed before me this  
the 13th day of September, 1995.

 Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MAY 22, 1996

OWNER

  
George B. Juneman

  
J. B. Monzella, III

  
for EFB Enterprises

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

 Notary Public

My Commission Expires: 9-13-98

Inst # 1996-04040

3

02/07/1996-04040  
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