

**AGREEMENT
FOR
UTILITIES EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 2 day of Nov., 1995, by and between the Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Douglas M. Kent, II and Peggy S. Kent, hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner a temporary utilities easement across lands owned by the Owner in order that the Board can install 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 agreed as follows:

1. The easements lying in the boundaries described hereinbelow:

TEMPORARY CONSTRUCTION EASEMENT

Begin at the southeast corner of the property owned by the Owner and recorded in Deed Book 94, Page 595 in the Office of the Judge of Probate in Shelby County, Alabama, said southeast corner being the point of intersection of the west right-of-way boundary of State Highway 119 and the north right-of-way boundary of Shelby County Highway 26, and commence in a westerly direction along the north right-of-way boundary of County Highway 26 a distance of approximately 610 feet to the Point of Beginning of a temporary construction easement which lies inside a line described as follows: From the Point of Beginning turn an angle to the right of 90° 00' 00" and run north a distance of 35 feet; thence turn an angle of 90° 00' 00" to the left and run a distance of 30 feet; thence turn an angle of 90° 00' 00" left and run a distance of 35 feet to the north right-of-way boundary of County Highway 26; thence turn an angle of 90° 00' 00" left and run along the north right-of-way boundary a distance of 30 feet to the Point of Beginning of the temporary construction easement. Said temporary construction easement as described hereinabove shall contain 0.024[±] acres more or less.

2. The Owner grants the Board the right to enter the easement to construct said water transmission main.
3. The Owner grants to the Board the right to remove trees, shrubs, or other vegetation located within the easement as required for the construction activities associated with the water transmission main. The Board agrees to require that the construction work within the easement be done in a workmanlike manner and that any damage to the Owner's property which results from said construction activities will be corrected by the Board.
4. The Board shall hold the Owner harmless from any liability of damage arising from the water transmission main construction operations within the easement.
5. 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.

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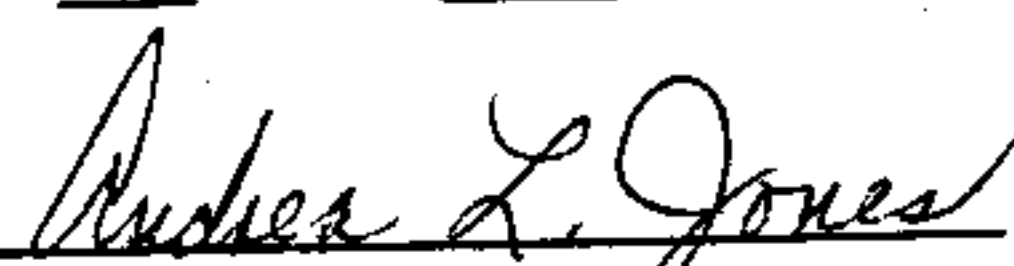
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IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by one of its Board Members, on the date first above written, and Douglas M. Kent, II and Peggy S. Kent 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 13th day of September, 1995.


Notary Public
My Commission Expires:

MY COMMISSION EXPIRES MAY 22, 1998

OWNER


Douglas M. Kent, II

Sworn and subscribed before me
this 2nd day of November, 1995.


Notary Public
My Commission Expires: 5/17/96


Peggy S. Kent

Sworn and subscribed before me
this 2nd day of November, 1995.


Notary Public
My Commission Expires: 5/17/96

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~~See Exhibit A~~

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