

STATE OF ALABAMA

SHELBY COUNTY

**AGREEMENT FOR UTILITIES EASEMENT and
INSTALLATION OF FUTURE WATER LINES**

THIS AGREEMENT made and entered into on this the ____ day of ____, 2000, by and between the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"), and Malcolm and Della Jean Norris (hereinafter, "**Owner**").

WHEREAS, the Board deems it necessary to install and maintain certain water transmission lines and mains as part of the advancement and maintenance of the Board's water transmission system; and,

WHEREAS, Owner is the lawful owner of certain real property in and upon which the Board desires to install necessary water transmission lines and/or water mains; and,

WHEREAS, the Board desires to obtain from the Owner both a permanent and a temporary utilities easement across Owner's land to install necessary water transmission lines and/or water mains,

NOW, 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:

EXPRESS GRANT OF EASEMENT

1. Owner hereby expressly grants to the Board a permanent utilities easement, and, a temporary construction easement, across the Owner's land as specifically described in Ex. A attached hereto.
2. The Owner shall allow the Board to enter the easements to construct said water transmission main, and to perform maintenance activities as deemed necessary by the Board.
3. Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. Owner agrees not to use the lands within the easement in a manner that adversely affects the water transmission main. Owner further agrees not to construct any structure within the lands in the easement. After the water transmission main has been installed, Owner may construct a fence, drainage pipe, or roadway across the easement. Should the Board desire and so request, however, Owner shall allow the entrance of equipment and materials on the easement for the purposed of maintaining said water transmission main when necessary.

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Norris to Alabaster Water Board

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4. Owner grants the Board the right to remove trees, vegetation and other underbrush within the easement as required for the construction and/or maintenance activities associated with the transmission main.

CONSIDERATION FOR EASEMENT

5. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner one dollar (\$1.00) per linear foot for four hundred thirty five (435) feet at total sum of four hundred thirty five dollars and no cents (\$435.00). Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

6. As additional consideration, after the water transmission main is installed, the Board shall install one (1) fire hydrant at a sight approximately 200 feet east along Owner's existing property line with Kent Ethridge. Further, Owner shall grant to the Board, at the time said fire hydrant is to be installed, a five-foot (5') permanent easement and a ten foot (10') temporary easement sufficient to install an eight inch (8") ductile iron water main for said hydrant.

ADDITIONAL TERMS AND PROMISES

7. After the water transmission mains are installed along the easements granted herein, the Board shall secure an additional easement and/or right of way running in an easterly direction from the water transmission line, sufficient to serve additional property owned by Owner and Donnie Norris. Further the Board shall not have obligation to pay any sum, whether per linear foot or otherwise, for this right of way.

8. ~~When~~ the water line described immediately above in ¶7 is installed, the Board shall install two (2) ¾ inch taps on said line for the benefit of Donnie Norris at the price of one dollar (\$1.00) per tap.

9. The Board shall require the construction and maintenance work to be performed within the easements are performed in a workmanlike manner. The Board shall correct damage to Owner's property that occurs due to the performance of the work.

AGREEMENT FOR UTILITIES EASEMENT

Norris to Alabaster Water Board

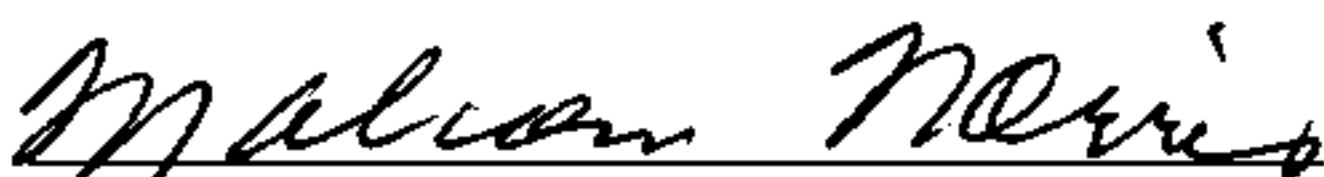
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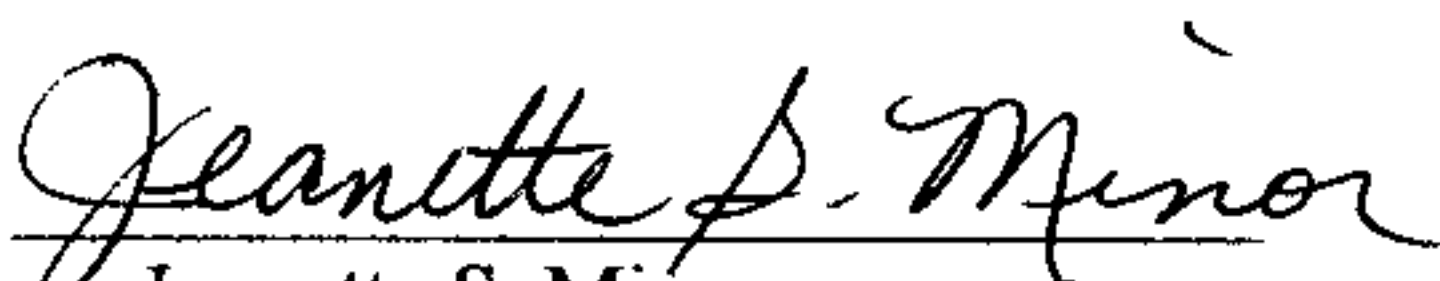
10. The Board shall hold Owner harmless from any liability or damage to Owner's property that may arise from the water transmission construction and maintenance performed within the easement.

IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, 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 its Manager and duly attested on the date first above written.

OWNER / GRANTOR

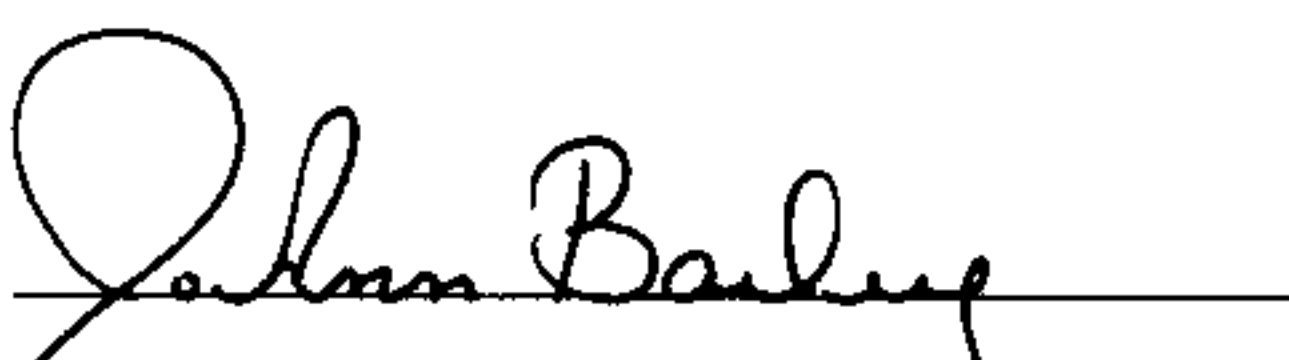
ALABASTER WATER BOARD/ GRANTEE


Malcolm Norris

By: 
Jeanette S. Minor
Its Manager


Della Jean Norris

ATTESTED TO

By: 
My Commission Expires May 11, 2002

Inst # 2000-37381

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