

**AGREEMENT FOR ACCESS TO LAND TO DRILL TEST WELL
WITH OPTION TO PURCHASE LAND FOR WATER SUPPLY WELL**

THIS AGREEMENT made and entered into on this the 1ST day of MAY, 2002, by and between the Alabaster Water Board, an Alabama public corporation (hereinafter, "***the Board***"), and Kingwood Assembly of God (hereinafter, "***Kingwood***" and/or "***Owner***").

WHEREAS, in its search for additional water supply for the waterworks system owned and operated by the Board, Board desires to drill a test well(s) and/or supply well(s) on Owner's property at a site the parties have generally agreed upon and staked; and

WHEREAS, it will be necessary that pumping tests be performed on each test well, and that analyses be made on samples of water pumped from the well in order to determine if water in sufficient quantity and of suitable quality is present at the test well site to justify the construction of a water supply well; and

WHEREAS, if it should be determined that there is available at the test well site, water in sufficient quantity and of suitable quality to justify the construction of a water supply well, the Board will then decide to construct a water supply well at the test well site; and

WHEREAS, the Board, and its agents, with the permission of the Owner, have made preliminary field examinations of the test well site and believe said site is favorable for securing an additional water supply for the Board; and

WHEREAS, the Owner has advised the Board that it will permit the Board and its authorized agents to enter upon its lands for the purpose of drilling a water test well(s), and the Board has advised the Owner that should water in sufficient quantity be found, the Board desires to purchase in fee simple the test well site in order to construct a permanent water supply well upon the site,

NOW THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties thereto, it is hereby agreed as follows:

1. The Owner grants to the Board and its authorized agents the right to come upon its land as stated specifically herein for the limited purpose of constructing and testing a well(s) and/or supply well(s) upon Owner's lands as will result in minimum disturbance to the lands of the Owner and minimum inconvenience to the Owner, and as mutually agreed upon between the Owner and the Board.
2. The Owner shall allow the Board to remove such trees and/or underbrush upon its land as will permit the movement of materials, equipment, and personnel upon and across the lands of the Owner to the site, and as will facilitate the drilling and testing of the proposed wells.

3. The Board shall require the drilling work, and work incidental to the drilling, be performed in a workmanlike manner. The Board shall correct any damage done to the lands of the Owner by the performance of the work. The Board will require that its test well drilling contractor be covered by sufficient liability and worker's compensation insurance during the performance of the Board's work upon the Owner's land. Further, the Board shall instruct its contractor in writing that no work on the test well, nor any work relating thereto on Owner's property shall be performed at any time on any Sunday.
4. The Board shall hold the Owner harmless from any liability or damage arising from the well drilling operations, including liability for any damage caused by sinkholes which are directly attributable to the Board's drilling operations.
5. Within five (5) days of the execution of this Agreement, the Board shall pay to Owner the sum of six thousand dollars (\$6,000.00) for the right to enter upon the Owner's property to perform the test well drilling, testing and pumping as described herein. Said payment shall be made prior to the Board's agents entering onto the lands of the Owner. Owner and the Board hereby agree that said sum is deemed to be good and valid and sufficient consideration for Owner's promises and obligations to the Board as follows:
 - (a) Owner's grant of permission to come upon its land as contemplated above in ¶ 1;
 - (b) Owner's promise not to sell or otherwise legally encumber the test well site and other property owned by the Owner necessary for a supply well at any time before the Board has completed its testing of the well site and decides whether or not to purchase land from Owner as contemplated in ¶ 6, below.
 - (c) Owner's irrevocable promise to convey fee simple to the site of the test well and proceed to a closing if the Board elects to purchase said property as contemplated in ¶ 6, below.
6. Following the completion of the testing and pumping work at the said test well, if the Board determines to its satisfaction that water of sufficient quality and quantity could be produced by development of a supply well as a source of water, the Board shall notify the Owner in writing of its election to purchase the site of the test well. Owner and the Board agree that the Board will pay the Owner the additional sum of thirty five thousand dollars (\$35,000.00) for the property purchased by the Board from the Owner, and, that the closing of this conveyance shall occur no later than twenty-one (21) days from the date of the Board's written notice to Owner of its election to purchase, provided however, the Board's obligation to proceed to closing and purchasing the site shall be expressly contingent upon Owner's title to the site being free and clear other than Owner's

mortgage to AmSouth Bank, N.A., and, usual and customary easements and such. All costs of closing this conveyance, including but not limited to title insurance and survey of the site and Owner's adjacent property, shall be the liability of and shall be paid by the Board. Owner agrees that the Board and its agents shall continue to enjoy the right to come upon Owner's land at all times prior to the closing contemplated herein.

7. In addition to the promises made above in ¶'s 1 – 6, the Board specifically and further agrees as follows:

(a) at all times during the construction and testing of the well to be drilled upon Owner's land, the Board shall allow Owner's designated representative to monitor the Board's activities in drilling said well, and, the Board's construction of any permanent improvements the Board may elect to construct should the Board exercise its option to purchase the site pursuant to ¶ 6, above;

(b) should the Board elect to purchase said site and construct its well-house upon the site, prior to the start of construction, the Board shall present to Owner the plans and specification for the well-house in order to insure that said plans are appropriate for the community in which the site is located, and, Owner shall not unreasonably withhold its consent to said plans and will indicate in writing its approval of said plans after resolution by the Board of any concerns in said plans articulated by Owner. The Board agrees that its permanent improvements to be built upon the site should Board purchase the site as contemplated herein will not impede Owner's intended use and enjoyment of the remainder of Owner's property.

(c) to the extent possible as determined solely by the Board, should the Board's site preparation and/or drilling upon Owner's land produce excess dirt that is not needed, the Board agrees that the excess dirt may be used by Owner to help level the grade of the Owner's remaining adjacent property.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water Board and the Kingwood Assembly of God do hereby agree to be bound by the terms and conditions of this Agreement, and have caused this Agreement to be executed by their respective authorized officers and duly attested, on the date first above written, and each party does hereby agree to be bound by the terms and conditions of this Agreement, and have

