

STATE OF ALABAMA

SHELBY COUNTY

20061206000590970 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
12/06/2006 10:32:26AM FILED/CERT

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

THIS AGREEMENT made and entered into on this the 21<sup>st</sup> day of Oct., 2006, by and between the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"), and James E. Richards and Glenda Denise Richards (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 20' wide utilities easement, and, a 20' wide 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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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.

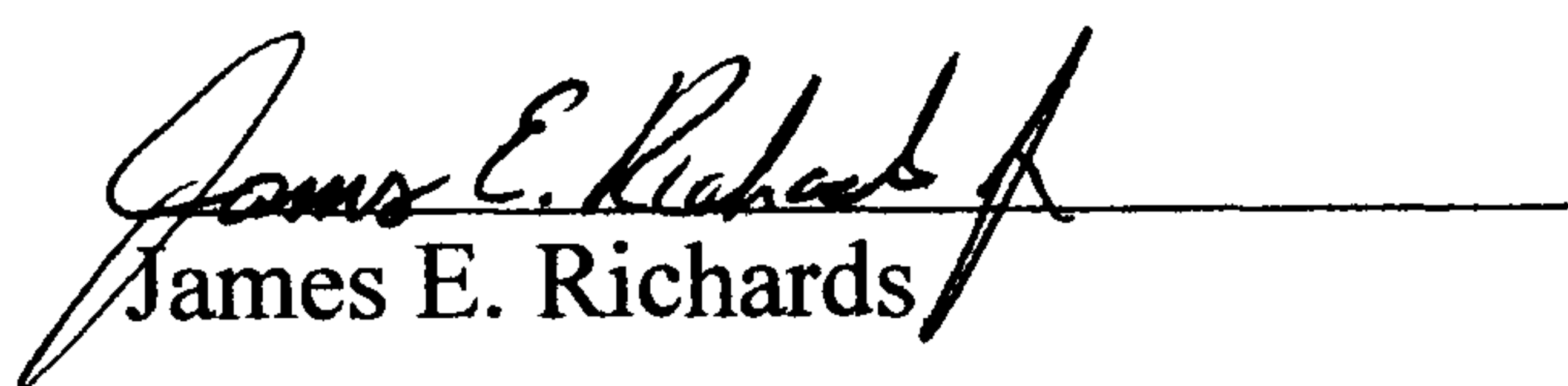
**CONSIDERATION FOR EASEMENT**

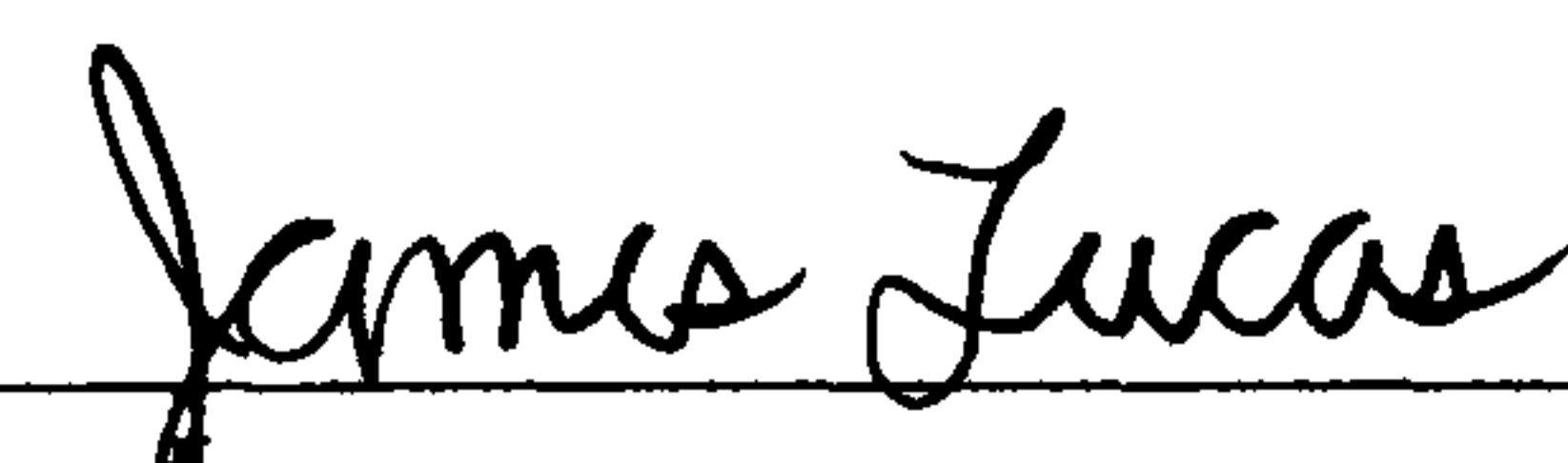
5. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner three dollars (\$3.00) per linear foot for Two Hundred Thirty Three (233) feet at total sum of Seven Hundred dollars and no cents (\$700). Furthermore, the Board agrees to survey and locate all four corners of Owner's property and install a fence/gate across easement to owner's specifications. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

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**

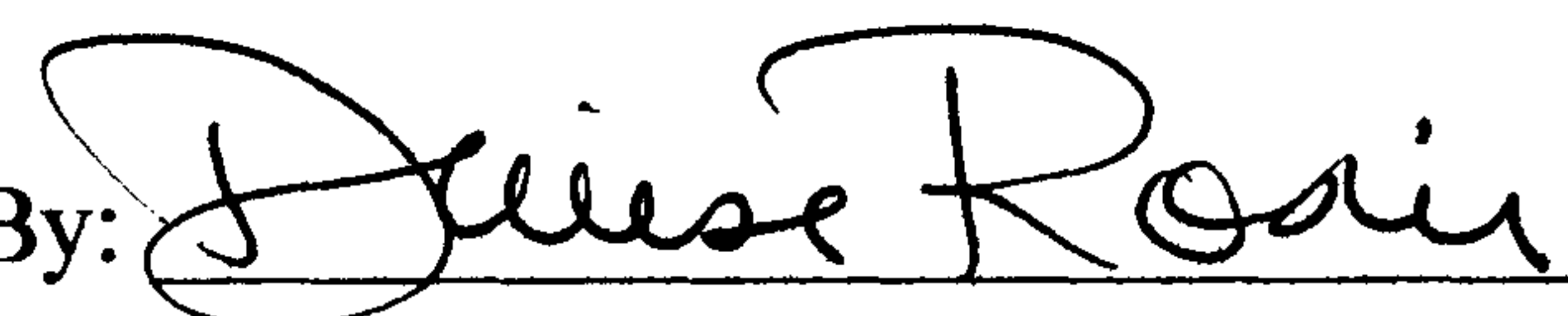
**ALABASTER WATER BOARD/ GRANTEE**


  
James E. Richards

By:   
James Lucas  
Its Manager

  
Glenda Denise Richards

ATTESTED TO

By: 

  
20061206000590970 3/3 \$18.00  
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### Exhibit A

Begin at SE corner of property at the Point of Beginning of a 20 foot permanent utility easement and 20' temporary construction easement and proceed westward along the southern property line along Copperhead Road 233 feet to the end point of easement. Said permanent utilities easement shall contain .11 acres more or less. The permanent easement shall lie within the property owned by the Owner recorded as parcel number 13 8 33 0 000 029.003.