

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

THIS AGREEMENT made and entered into on this the 13th day of JUNE, 2007, by and between the Alabaster Water Board, a public corporation (hereinafter, the “**Board**”), and Nathan and Kell Reynolds (hereinafter, “**Owner**”).

WHEREAS, the Board deems it necessary to install and maintain certain gas transmission lines and mains as part of the advancement and maintenance of the Board’s water transmission system for installation of gas-fired generators; 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 gas transmission lines,

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 5’ wide utility’s 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 gas 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 gas transmission line. Owner further agrees not to construct any structure within the lands in the easement. After the gas transmission line 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 gas transmission line when necessary.

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 gas transmission line.


CONSIDERATION FOR EASEMENT

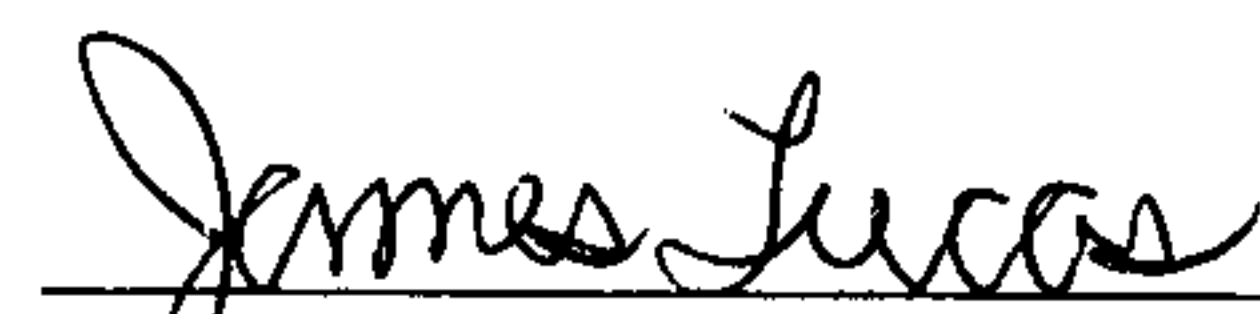
5. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner for one hundred thirty five feet (135') a total sum of three hundred dollars (\$300.00). Further, the AWB will pay 50% of survey cost to determine the property lines for laying the gas line. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

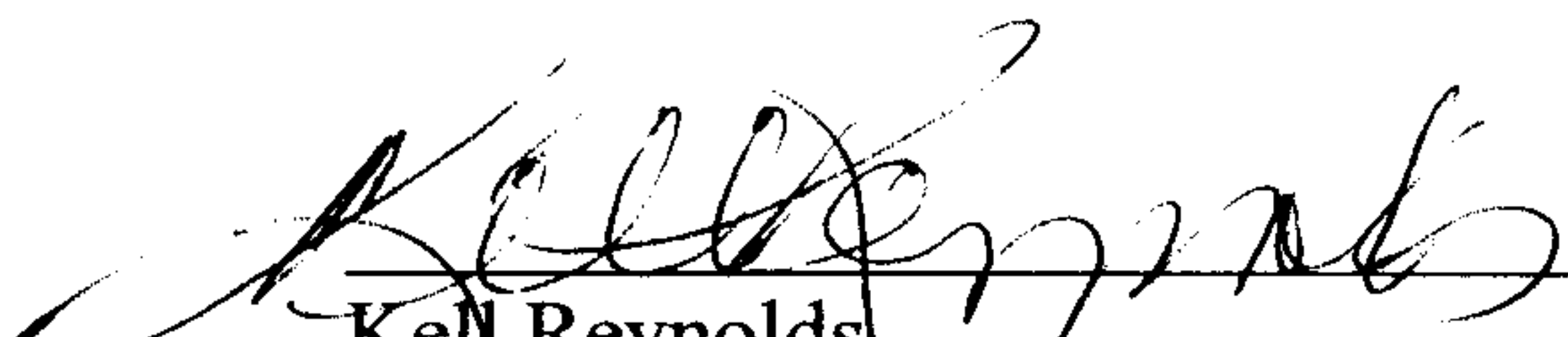
IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, the Alabaster Water Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its Manager and duly attested on the date first above written.

OWNER / GRANTOR

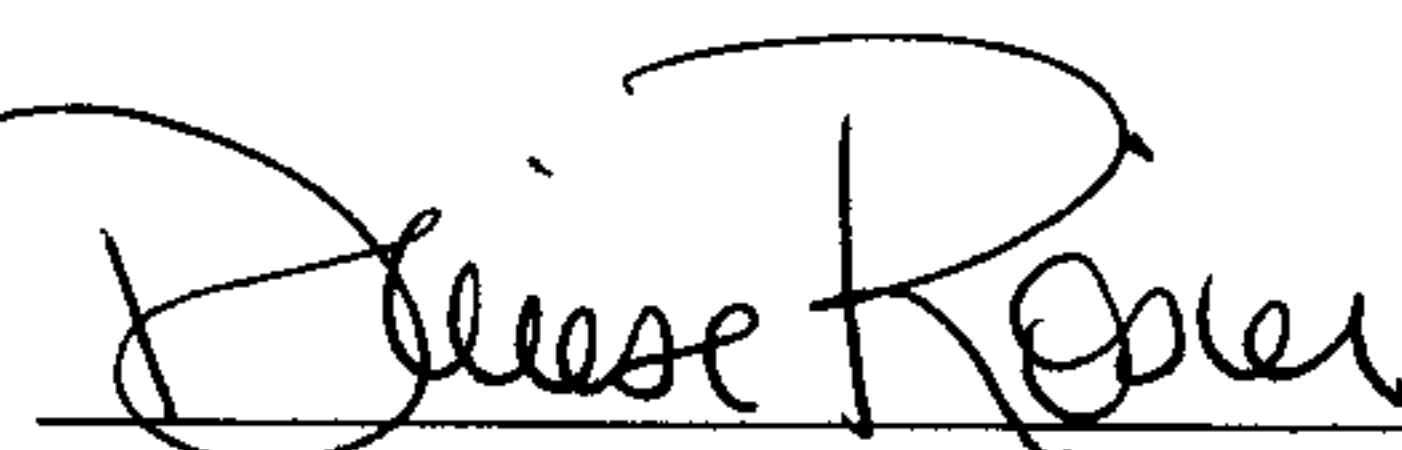
ALABASTER WATER BOARD/ GRANTEE


Nathan Reynolds

By: 
James Lucas
Its Manager


Kell Reynolds

ATTESTED TO

By: 
Denise Roper



20070613000278920 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
06/13/2007 03:46:31PM FILED/CERT

Exhibit A

Begin at NE corner of property at the Point of Beginning of a 5 foot permanent utility easement and proceed in a westward along the northern property line 135 feet to the end point of easement along northern property line. Said permanent utilities easement shall contain .02 acres more or less. This easement is located in the parcel identified as 23 1 02 3 002 021.021.