

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

THIS AGREEMENT made and entered into on this the 23rd day of August, 2012, by and between the Alabaster Water Board, a public corporation (hereinafter, the "**Board**"), and Dunn Construction Company, Inc. (hereinafter, "**Owner**").

WHEREAS, the Board deems it necessary to install and maintain certain water lines as part of the advancement 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 lines; 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 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 fifteen foot wide utilities easement across the Owner's land as specifically described in Ex. A attached hereto to install, repair, maintain and replace certain water lines and related utilities. The Board shall also have the right to temporarily place dirt and materials on adjacent lands of the Owner for the purposes heretofore expressed.

2. The Owner shall allow the Board to enter the easements to construct said water line, 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 line. Owner further agrees not to construct any structure within the lands in the easement. After the water 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 purpose of maintaining said water line when necessary. Notwithstanding the foregoing, however,

AGREEMENT FOR UTILITIES EASEMENT

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the Board acknowledges and agrees that an entrance to Owner's property adjacent to the easement will be located across the water line, and that such entrance will be used by Owner, its successors, assigns and lessees, for heavy machinery, including trucks loaded with rock, to access Highway 31. Further, the Board acknowledges and agrees that the Owner, its successors, assigns and lessees may conduct blasting activities in connection with its mining operations on property adjacent to or in the vicinity of the easement. The Board will provide sufficient support for the water line at such crossing and will design the water line to withstand such blasting activities. Owner, its successors, assigns and lessees, will have no liability to the Board or any other entity or individual for damage to the water line or other property caused by insufficient support of the water line at such crossing or for damage to the water line due to such blasting activities. If, after initial installation of the water line, Owner relocates the Highway 31 entrance, Owner will pay the cost of installing sufficient support for the water line at such new crossing location. In consideration of the benefit to the Board and the public of the grant of the easement, the Board hereby releases the Grantor, its agents, successors, assigns and lessees, from all damages present or prospective to the water line or other property of the Board arising or resulting from the construction, maintenance and repair of the water line and the Board does hereby admit and acknowledge that said water line, if and when constructed, will be a benefit to the public.

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 water line. Any and all disturbed areas within said easement and said areas of temporary use will be put graded to match adjacent natural ground, and a suitable grass mixture for the season shall be applied.

CONSIDERATION FOR EASEMENT

5. As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner a total of \$1.00. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted.

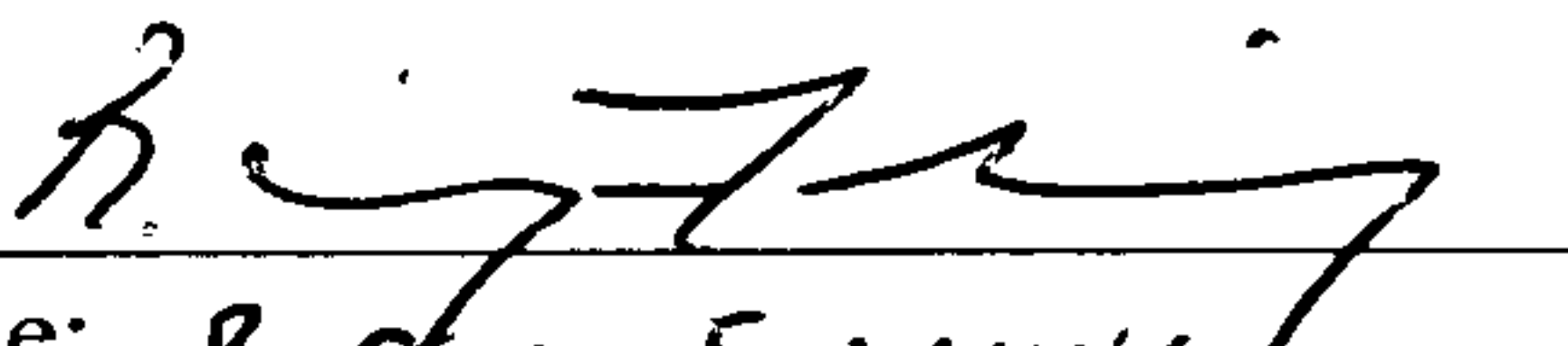
AGREEMENT FOR UTILITIES EASEMENT

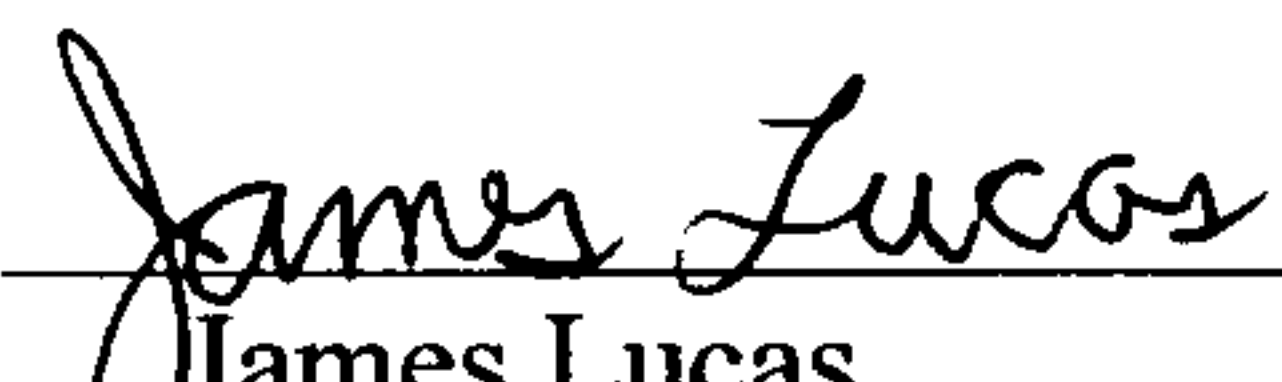
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IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, the Alabaster Water Board does hereby agree to be bound by the terms and conditions of this Agreement, and has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

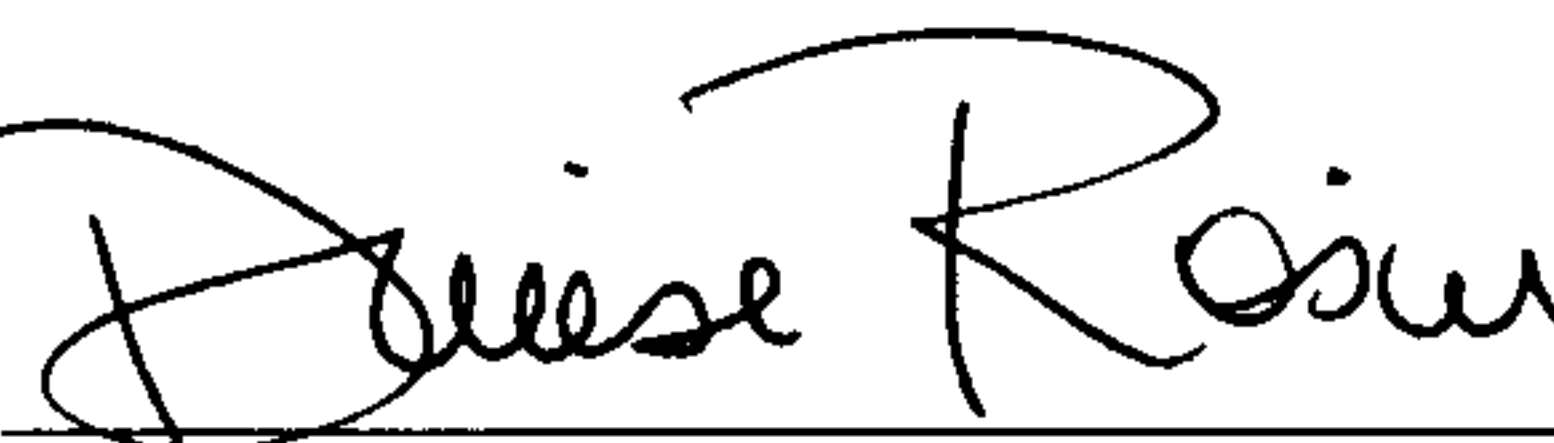
OWNER / GRANTOR
DUNN CONSTRUCTION COMPANY, INC.

GRANTEE
ALABASTER WATER BOARD

By: 
Name: R. Frank Fleming
Its: PRESIDENT

By: 
James Lucas
Its Manager

ATTESTED TO

By: 



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STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, R. Craig Fleming, whose name as President of Dunn Construction Company, Inc., a corporation, is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this date that after being duly informed of the contents of said instrument, he, as such officer and with full authority, has executed said instrument voluntarily for and as the act of said corporation.

Given under my hand and seal this the 13th day of August, 2012.

Courtney Leigh Dudd

Notary Public for the State of Alabama
My commission expires 10/29/13

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, James Lucas, whose name as Manager of Alabaster Water Board, a public corporation, is signed to the foregoing instrument as Grantee, and who is known to me, acknowledged before me on this date that after being duly informed of the contents of said instrument, he, as such officer and with full authority, has executed said instrument voluntarily for and as the act of said public corporation.

Given under my hand and seal this the 23rd day of Aug 2012.

Deise Riser

Notary Public for the State of Alabama
My commission expires 3/19/14



20130717000290020 4/5 \$25.00
Shelby Cnty Judge of Probate, AL
07/17/2013 10:59:42 AM FILED/CERT

Exhibit A

Parcel 22 4 17 0 000 028.00


Parcel 2:

Description of a 15 foot wide easement for Public Water from Carmeuse being described as follows:

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

A 15 foot wide easement lying adjacent to and northeast of the northeast right of way line of US Highway #31 being more particularly described as:

Commence at the southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 17, run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 207.46 feet, more or less, to a point on the NE right of way line of US Highway #31, thence turn an angle to the left and run in a Northwesterly direction along the northeast right of way line of US Highway #31 for a distance of 619.50 feet to the common corner of the Carmeuse & Dunn properties being the point of beginning of said 15 foot wide easement and said easement lying 15 feet NE of the following line; thence continue in a Northwesterly direction along the NE right of way line of said US Highway #31 for a distance of 321.38 feet to the point of ending of said easement.


20130717000290020 5/5 \$25.00
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