

STATE OF ALABAMA
COUNTY OF SHELBY

MAINTENANCE AGREEMENT

This Agreement is made this 28 day of May, 2014, by and between the Alabaster Water Board, an Alabama public corporation, ("AWB") and Aldi, Inc. (Alabama), an Alabama corporation ("Aldi, Inc.").

Recitals

The AWB owns and operates a water system that is located within the City of Alabaster, Alabama and the surrounding area. AWB owns and operates a necessary 12-inch water main and associated equipment within the existing public right-of-way on the northwest corner of the intersection of US Highway 31 and Simmsville Road/Shelby County Highway 11.

Aldi, Inc. intends to develop the 5.59 acre parcel of property located on the northwest corner of the intersection of US Highway 31 and Simmsville Road/Shelby County Highway 11 more particularly described with Shelby County, Alabama Parcel Identification No. of 23-1-02-1-002-016.000. The construction associated with Aldi, Inc.'s proposed development will require Aldi, Inc. to relocate the existing 12-inch water main and associated equipment at this location.

Aldi, Inc. at its sole expense will relocate the existing 12-inch water main and associated equipment at a location mutually agreed upon by both Aldi, Inc. and AWB. A portion of the water main will be relocated within the existing public right-of-way and a portion of the water main will be relocated onto the 5.59 acre parcel of private property owned by Aldi, Inc.

Aldi, Inc. will grant permanent 20 feet wide water easement at no cost to the AWB under a separate document for that portion of the water main and associated equipment being relocated onto the 5.59 acre parcel of private property owned by Aldi, Inc.

AWB will permit the relocation of its existing 12-inch water main and associated equipment under the conditions set forth in this Agreement.

Maintenance Agreement
Alabaster Water Board and Aldi, Inc. (Alabama)
Page 2

NOW, THEREFORE, in consideration of covenants and agreements set forth herein, the parties agree as follows:

Agreement

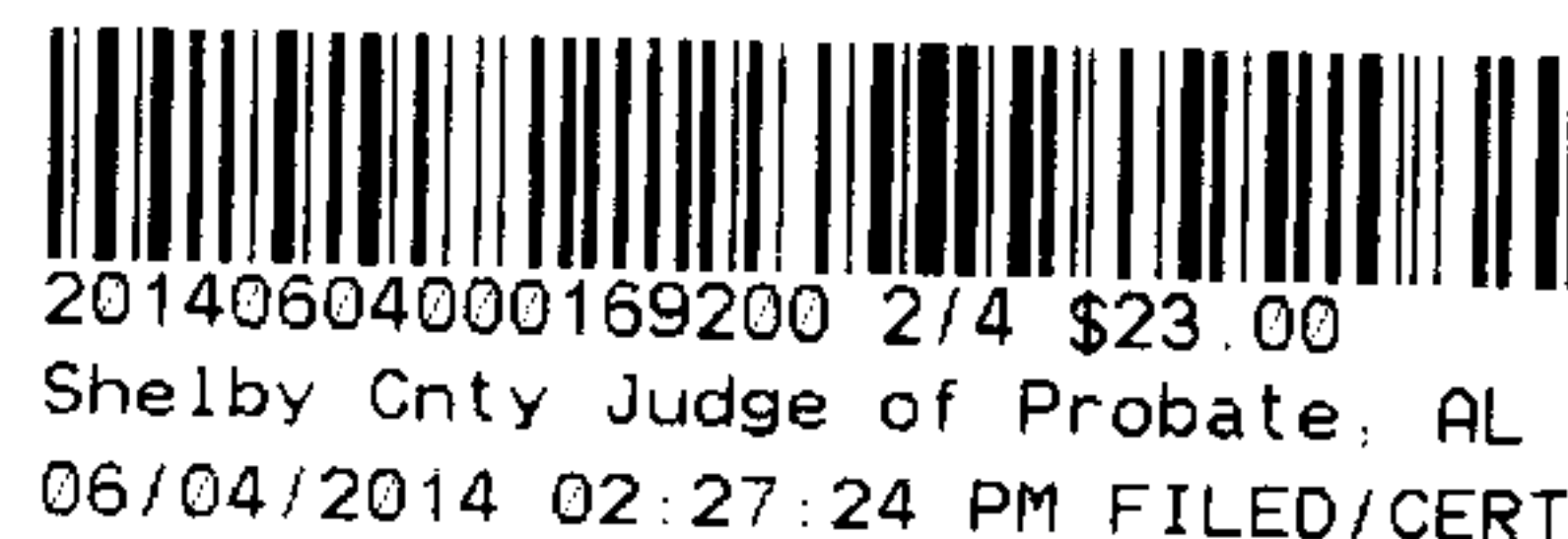
1. AWB grants Aldi, Inc. the right to relocate its existing 12-inch water main within the public right-of-way and within a 20 feet wide permanent water main easement located on property owned by Aldi, Inc at its sole expense. Aldi, Inc. will construct the water main relocation in accordance with AWB standards and in accordance with the final construction plans designed by Gonzales-Strength & Associates and approved by AWB.

2. Prior to any water main relocation work, representatives from Aldi, Inc, and AWB will meet to discuss the necessary 12-inch water main relocation and agree to a sequence of construction and a construction schedule. The relocation will be coordinated to minimize any required water outages and once construction begins on the relocation it shall continue uninterrupted until the relocation is complete. Aldi, Inc. at its sole cost is responsible for obtaining all applicable permits and permissions required for the relocation of this water main and for the proper abandonment or removal of the existing water main from service. Aldi, Inc. will also be solely responsible for any maintenance or repair costs associated with the relocated water main for a one year warranty period from the date the final Certificate of Occupancy is issued.

3. AWB shall permit Aldi, Inc. to construct limited necessary site improvements within the 20 feet wide permanent water main easement granted to AWB by Aldi, Inc. Aldi, Inc. shall not plant any canopy trees or landscaping other than grass within the 20 feet wide easement. AWB shall not be required to replace, repair, or maintain any pavement or other improvements placed in or on the AWB easement as part of the Aldi, Inc. development, whether or not it is damaged, removed, or otherwise disturbed by AWB in the exercise of its rights to the 20 feet wide water main easement, but such shall be the responsibility of Aldi, Inc. AWB will work to minimize any potential damage to pavement or other improvements while completing any necessary work within the 20 feet wide easement and will re-compact the site. Aldi, Inc. would then be responsible for replacing any pavement or other improvements necessary. Furthermore, Aldi, Inc. agrees to release, hold harmless, and indemnify AWB and its officers, agents, and employees from any loss or liability arising out of the damage or removal of such paving or other improvements which may occur in the exercise of AWB's rights to the AWB Easement.

4. This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the grantees, successors, and assigns of the parties.

5. This Agreement may be recorded in the real property records in the Probate Office of Shelby County, Alabama.



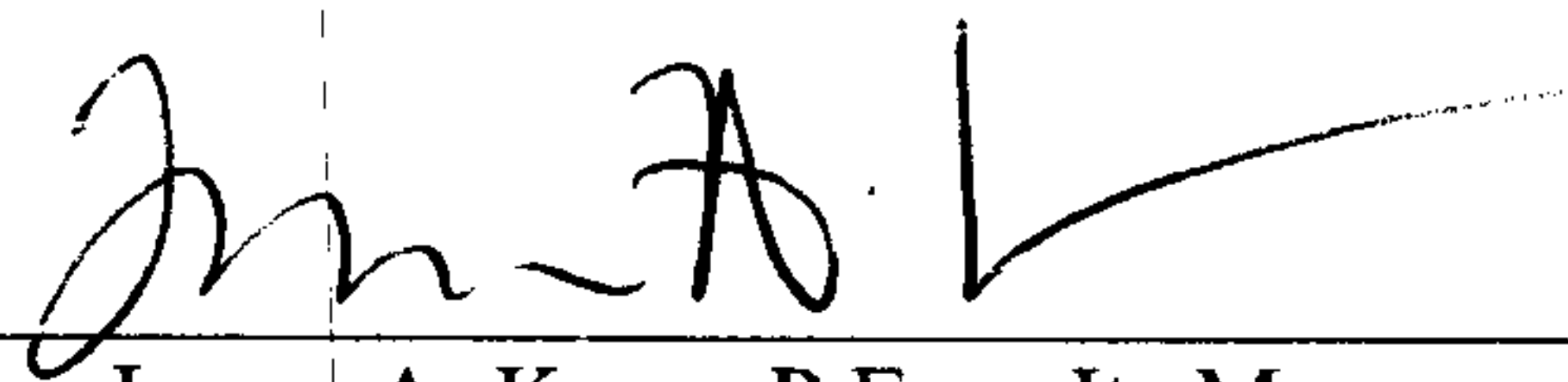
Maintenance Agreement
Alabaster Water Board and Aldi, Inc. (Alabama)
Page 3

6. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

Signatures

[see attached signature pages]

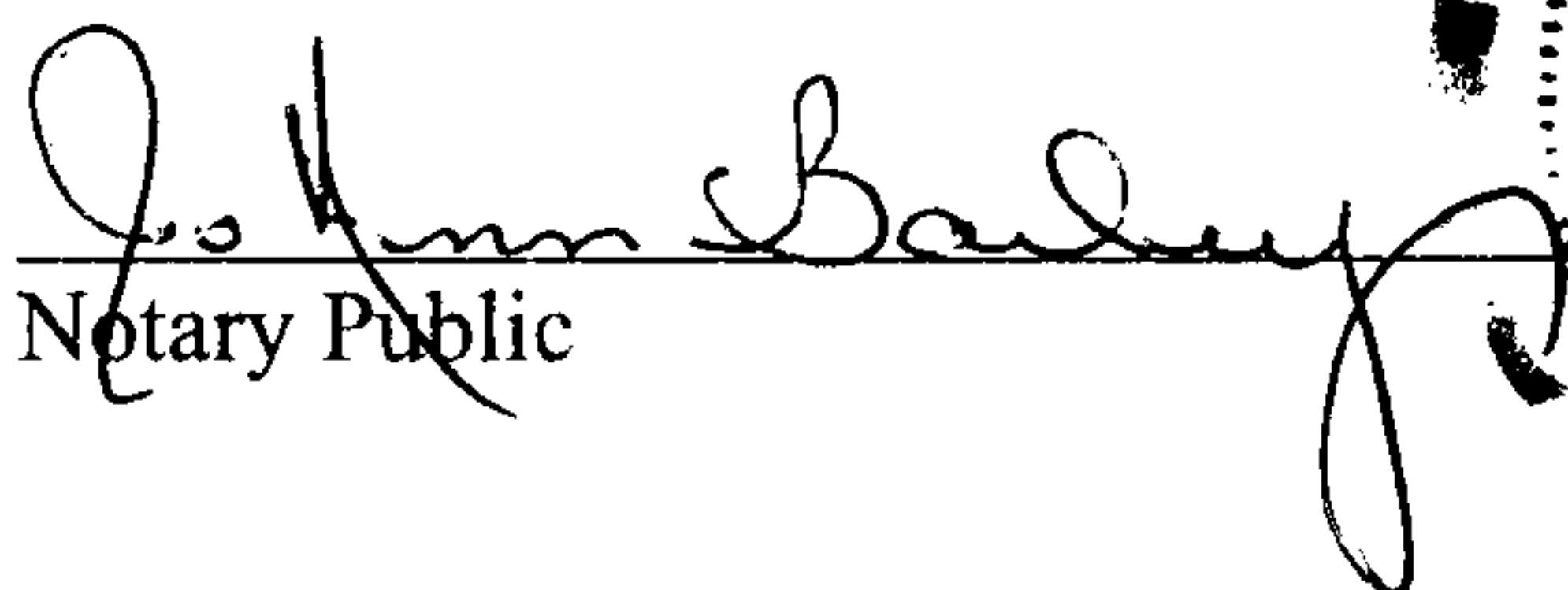
Alabaster Water Board

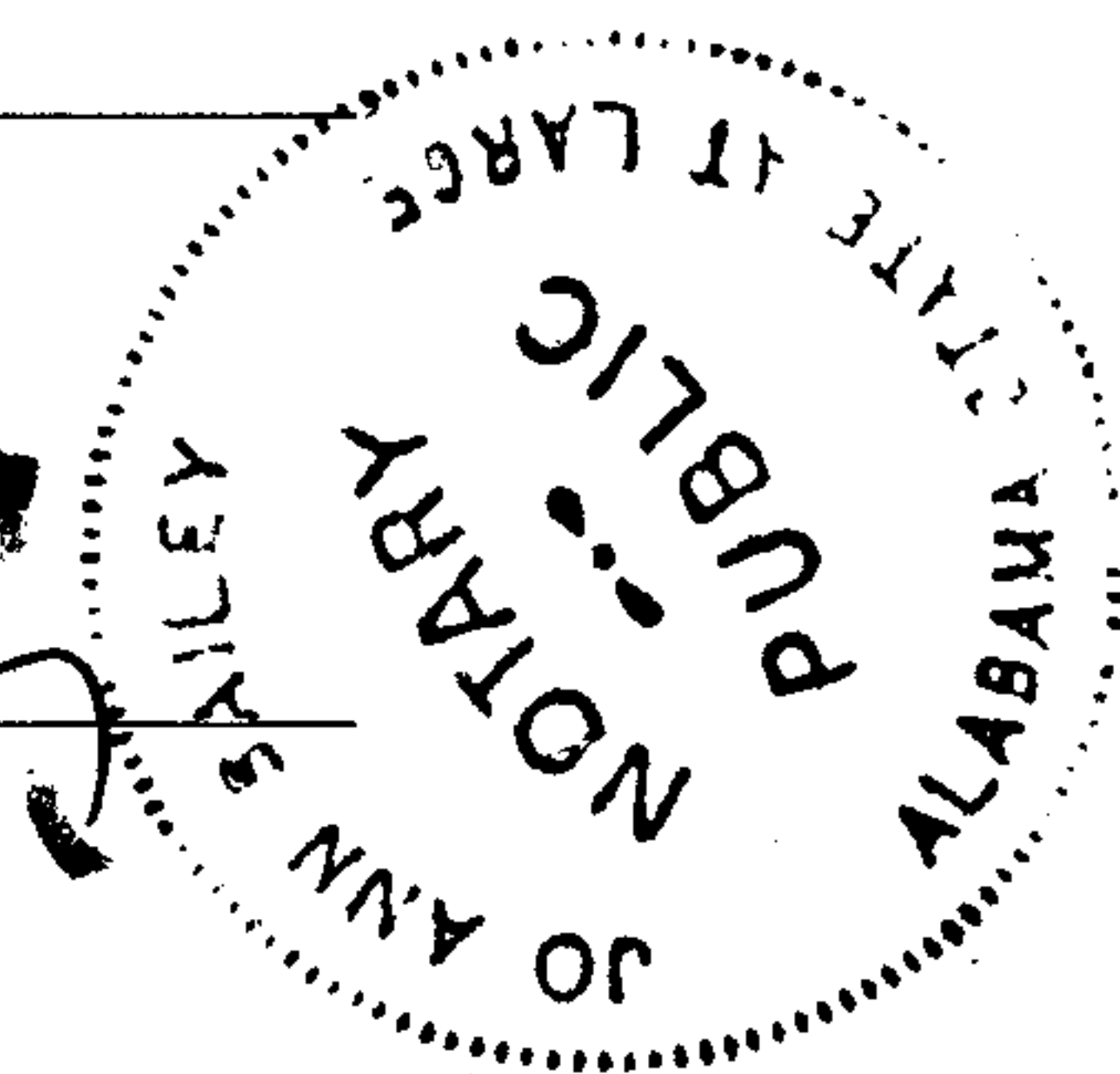
By 
Laura A. Koon, P.E. as Its Manager

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laura A. Koon, whose name as Manager of the Alabaster Water Board, an Alabama public corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of June
2014.


Notary Public



My Commission Expires

4-10-2018



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Shelby Cnty Judge of Probate, AL
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Maintenance Agreement
Alabaster Water Board and Aldi, Inc. (Alabama)
Page 4

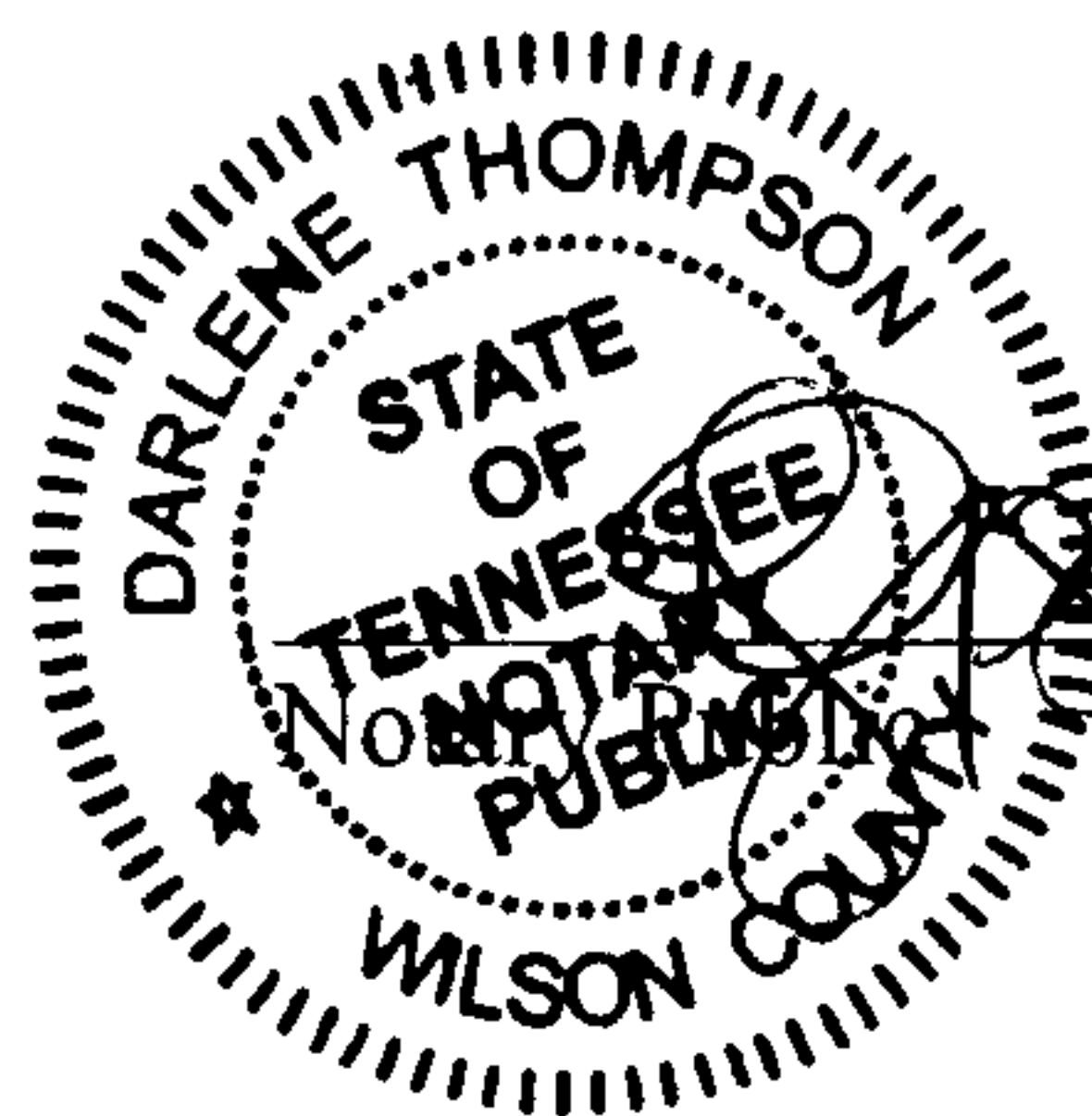
Aldi, Inc. (Alabama)

By [Signature]
as its Vice President

Tennessee
STATE OF ~~ALABAMA~~
COUNTY OF Wilson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TROY Marshall, whose name as Vice President of Aldi, Inc. (Alabama), an Alabama Corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 28 day of May, 2014.



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Shelby Cnty Judge of Probate, AL
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