

**PERPETUAL RIGHT-OF-WAY AND EASEMENT AGREEMENT  
(Sanitary Sewer Line)**

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **JACK & FAYE KIDD**, (hereinafter referred to as "Grantor" whether one or more), has irrevocably granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Enviro Systems, L.L.C., (hereinafter referred to as "Grantee") the perpetual and non-exclusive right and easement on, under, over, across and through the following described property (the "Easement Area"):

State of Alabama  
Shelby County

A parcel of land situated in the Northeast quarter of Section 33, Township 19 South, Range 2 East, Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of Section 33; thence, in a westerly direction, along and with the North line of said section to the Northwest corner of the Northeast quarter of said section; thence with a deflection of 108°40'15" left, 287.88 feet to the easterly right-of-way margin of Alabama Highway 25; thence, in a southerly direction, along and with said easterly right-of-way margin, 451.20 feet to the northwesterly corner of a tract being described in Deed Book 339 at Page 332 and the point of beginning of an easement, five feet in width, lying easterly of the following described line: thence continue in said southerly direction, along and with said easterly right-of-way margin, 573.47 feet to the southwesterly corner of a tract being described in Deed Book 339 at Page 332, the end of said line and said easement.

The easterly line of said easement shall be lengthened or shortened to coincide with the northerly and southerly lines of that tract being described in Deed Book 339 at Page 332.

And as shown on Exhibit A, attached hereto and made a part hereof, but solely for purposes of (i) surveying, clearing, excavating, laying, constructing, testing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, altering, relocating, removing, and abandoning in place, one or more pipelines for wastewater supply and or wastewater/discharge, together with all necessary and appropriate appliances, appurtenances, machinery, apparatus, equipment, fixtures, improvements and facilities related thereto deemed by the Grantee to be necessary or desirable in connection therewith (hereinafter collectively referred to as the "pipeline") which are capable of transporting wastewater along, on, under, over and through the Perpetual Easement Area; (ii) transporting wastewater through such pipeline; (iii) installing and maintaining signs along the Perpetual Easement Area identifying the area as the location of a pipeline; (iv) cutting, clearing, removing and disposing of, from time to time, all trees, shrubs, and other vegetation in the Perpetual Easement Area, and to remove and dispose of all natural or man-made obstructions in the Perpetual Easement Area, as Grantee may deem necessary for the safe operation and maintenance of the pipeline and related facilities; (v) such other rights as may be necessary for the enjoyment of the privileges provided by this Perpetual Right-of-Way and Easement Agreement (herein sometimes referred to as the "Easement Agreement"), but solely for the purposes stated above.

Subject to the provisions below stated, Grantor covenants to use the Easement Area for purposes compatible with such rights as granted to Grantee in or permitted by this Easement Agreement and shall not construct or permit any buildings, structures, fences, trees, hedges or other obstructions to be erected or placed upon the Easement Area, or to change the grade of the Easement Area, or create or permit any condition whereby standing water would accumulate on the Easement Area, nor to otherwise interfere with or permit any other person to interfere with Grantee's use and enjoyment of easements, rights and/or privileges granted under this Easement Agreement. Provided, however that Grantor shall be entitled to use the Easement Area to install curbs, gutters, paving, and utilities on, over and under the




Easement Area to provide access and utilities to property of the Grantor which is adjacent to the Easement Area. In connection with this paragraph, and in order to facilitate the objectives of both Grantor and Grantee in their use of the Easement Area (i) Grantee agrees that all of its pipes, lines, and other facilities located within the Easement Area shall be buried a minimum of three feet below the surface and (ii) Grantor agrees that Grantee shall not be required to relocate any of its pipes or lines in connection with Grantor's installation of utilities within the Easement Area.

Grantee shall repair or replace in a good and workmanlike manner all fences and drain systems disturbed or cut during the construction, maintenance or operation of the pipeline laid hereunder; and, if not repaired or replaced, Grantee agrees to pay or cause to be paid to the Grantor and the Grantor's tenants, if any, of the Easement Area at the time of the completion of the construction heretofore, according to the respective interests, the reasonable value of any damages to improvements that are sustained by reason of Grantee exercising the right herein granted. Grantee shall upon completion of the laying of the pipeline, as soon as reasonably possible, seed and restore the surface of the Easement Area to substantially the same condition existing prior to construction of the pipeline.

Grantee, and its successors and assigns, shall have the full right and authority to lease, sell, assign, collaterally assign, encumber, transfer and/or convey to others and each other the estates, interests, rights, and privileges herein granted, in whole or in part, without the prior consent of Grantor, it being understood and agreed by Grantor that the estates, interests, rights, and privileges herein granted are divisible, and that Grantee and its successors and assigns, may grant to other parties easements and rights to use the Easement Area for the same or for an additional pipeline or pipelines solely for the purposes stated above without further compensation to Grantor. Any assignment by Grantee, or its successors or assigns, of all of its or their respective rights hereunder shall completely relieve the assignor of any obligation or further liability hereunder for events after the assignment. The easements set forth in this Easement Agreement shall be for the use, benefit and enjoyment of Grantee, and each of its designated successors, successors-in-title, grantees and assigns, and their respective agents, employees, servants, tenants, subtenants, licensees, permittees, customers, invitees, contractors, subcontractors, lenders and any other party holding a collateral interest in the property or rights of Grantee. This Easement Agreement, each and all of its terms, conditions and provisions, and the easements, rights, and privileges created hereby shall be binding upon and inure to the benefit of Grantee and Grantor and their respective designated heirs, devisees, executors, administrators, personal representatives, successors, successors-in-title, grantees, assignees, and their respective tenants, subtenants, licensees, permittees, customers, lenders and any other party holding a collateral interest in the property or rights of Grantee. In addition to the easement in gross hereinabove described, Grantor agrees that all of the easements, rights and privileges, set forth herein shall touch, concern, burden and run with the title to the Easement Area, collectively as the servient tenement, and shall be appurtenant to, touch, concern and run with the title to the lands now or hereafter owned or leased by either Grantee, or its respective designated successors, successors-in-title, grantees and assigns located in Shelby County, Alabama, collectively the dominant tenement. Any conveyances of said dominant tenement, or any part thereof, to any person or entity, shall only convey the rights, privileges, duties and obligations contained in this Easement Agreement if specific mention is made of this Easement Agreement or if a specific conveyance is made of, or subject to, the easements, rights, privileges, duties and obligations contained herein.

The interpretation, construction and performance of this agreement shall be governed by the laws of the State of Alabama. Grantor covenants with Grantee that Grantor alone is the fee simple owner of record of the Easement Area, is lawfully seized and possessed of the Easement Area, and has a good and lawful right to grant and convey the easements, rights and privileges granted hereunder.

Grantor understands, acknowledges and agrees that the Grantee may obtain title insurance insuring the rights, title and interests of Grantee under this Easement Agreement free of any liens or encumbrances, except matters of record, if any, on the date hereof. Each Grantor agrees that if Grantee determines that any further affidavits, instruments or other actions are necessary or desirable to enable Grantee to obtain such title insurances or carry out the terms of this Easement Agreement without further compensation to Grantor.

  
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Shelby Cnty Judge of Probate, AL  
04/27/2006 11:58:02AM FILED/CERT



TO HAVE AND TO HOLD said easements, rights and privileges, together with all and singular the privileges and appurtenances thereto in anywise belonging unto each Grantee, and its respective successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed under seal on this 27 day of April, 2006.

GRANTOR:

Jack Kidd  
JACK KIDD

Faye Kidd  
FAYE KIDD

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_)

I, Amy Y. Quick, a Notary Public in and for said County in said State, hereby certify that **Jack & Faye Kidd**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27<sup>th</sup> day of April, 2006.

A Y Quick  
(Notary Public)

My Commission Expires: 10-2007

[Notary Seal]



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# Exhibit A



20060427000197710 4/4 \$20.50  
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Northwest Corner of Northeast  
Quarter of Section 33,  
Township 19 South, Range 2 East

108°40'15"

Northeast Corner of Section 33,  
Township 19 South, Range 2 East

To US 280

287.88'

451.20'

Sewage  
Pump Station  
(0.06 Acres)

P.O.B.

R.O.W.

Alabama Hwy. 25 (80' R.O.W.)

R.O.W.

5' Permanent S.S. Easement

523.47'

Town of  
Harpersville

Jack Kidd

To Wilsonville

Shelby County, AL 04/27/2006  
State of Alabama

Deed Tax: \$.50

Jack Kidd