

**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 **JAMES & HATTIE LEWIS**, (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:

State of Alabama
Shelby County

A 10-foot permanent sanitary sewer easement situated in the Northwest Quarter of Section 34, Township 19 South, Range 2 East, Huntsville Principal Meridian, Shelby County, Alabama, lying southerly of Kelly Hill Road and being more particularly described as follows:

A 10-foot permanent sanitary sewer easement lying southeasterly of the southerly right of way margin of Kelly Hill Road (Shelby County Highway #472, 40' R.O.W.) along Lewis property as recorded in Instrument Number 1997-36192. The southerly margin of said easement shall be lengthened or shortened to coincide with the easterly and westerly property lines as recorded in Instrument Number 1997-36192.

And as shown on Exhibit A, attached hereto and made a part hereof, 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) unobstructed ingress and egress from the nearest public road to the Perpetual Easement Area (as hereinafter defined) across the lands adjacent to the Perpetual Easement Area now or hereafter owned by Grantor (the "Adjoining Land") in order to provide the Grantee access to the Perpetual Easement Area and; (vi) such other rights as may be necessary or convenient for the enjoyment of the privileges provided by this Perpetual Right-of-Way and Easement Agreement (herein sometimes referred to as the "Easement Agreement").

Further, Grantor has hereby granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee a temporary non-exclusive right and easement consisting of the construction easement area identified and described.

A 10' Temporary Construction Easement, adjacent and parallel to the above described 10 foot wide permanent utility easement, situated in Section 34, Township 19 South, Range 2 East, Huntsville Principal Meridian, Shelby County, Alabama.A

And as shown on Exhibit A, attached hereto and made a part hereof, described as the Temporary Construction Easement, together with additional temporary work space at roads/railroad crossings, stream/river crossings, wetlands, side hill cuts or other areas with special construction conditions (collectively the "Construction Easement", the Temporary Construction Easement Area and the Perpetual

Easement Area being hereinafter sometimes collectively referred to as the "Easement Areas"), for the purpose and a term so long as necessary to clear, excavate, lay and construct the aforementioned pipeline and do all things reasonably necessary and incident to the initial construction of the pipeline and any additions, repairs and replacements thereof. Grantee shall be permitted to clear the Temporary Construction Easement Area of trees, shrubs, vegetation and other obstructions so as to permit use of the Temporary Construction Easement Area for the foregoing purposes.

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.

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 and the Adjoining Land for the same or for an additional pipeline or pipelines consistent with the terms of this Easement Agreement 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. 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 and the Adjoining Land, 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 (i) Grantor alone is the fee simple owner of record of the Easement Area and the Adjoining Land, is lawfully seized and possessed of the Easement

Area and the Adjoining Land, and has a good and lawful right to grant and convey the easements, rights and privileges granted hereunder, and (ii) the Easement Area are free from all leases, liens (other than ad valorem tax liens), mortgages, deeds or trust and other encumbrances, and there are no persons or entities, other than Grantor, with rights to the timber situated in the Easement Area.

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. 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.

Both parties, the Grantee and Grantor, understand that the said easement is of equal value to Five Hundred Dollars.

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. Each Grantor does hereby bind himself or herself and his or her respective heirs, executors, administrators, personal representatives, successors, successors-in-title and assigns to warrant and forever defend Grantor's title to the Easement Area, possession thereof and all and singular the easements, rights and privileges granted hereunder unto Grantee, and its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed under seal on this 24th day of May, 2006.

GRANTOR:

James Lewis
JAMES LEWIS

Hattie Lewis
HATTIE LEWIS

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Joyce Robertson, a Notary Public in and for said County in said State, hereby certify **JAMES & HATTIE LEWIS**, whose names are signed to the foregoing conveyance and who is 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 24th day of May, 2006.

Joyce Robertson
(Notary Public)
My Commission Expires: 09-22-2009

[Notary Seal]

Exhibit A



20060721000353870 4/4 \$20.50
Shelby Cnty Judge of Probate, AL
07/21/2006 01:57:26PM FILED/CERT

*Theolphus & Willie
Frances Perkins*

Shelby County, AL 07/21/2006
State of Alabama

Deed Tax: \$.50

Church St.

Kelly Hill Rd.

Carmelia Street

10' Temp. Const. Esmnt.

10' Perm. S.S. Esmnt.

*James &
Hattie Lewis*

Alabama Trust Bank

US Highway 280 (120' R.O.W.)

To Harpersville
R.O.W.

To Sylacauga
R.O.W.

