

STATE OF ALABAMA)

COUNTY OF SHELBY)

4106
2007
20070924000446430 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/24/2007 09:36:32AM FILED/CERT

WATER UTILITY FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in valuable consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by **The Sterrett-Vandiver Water System, Inc.**, (herein aGRANTEE@), the receipt whereof is hereby acknowledged, **William Ronnie Lee and Betty J. Lee** (whether one or more, herein aGRANTOR@), does hereby grant unto GRANTEE, an easement on which to construct, operate, maintain and repair water utility facilities as the GRANTEE may require over the following described strip of land, located in Shelby County, Alabama:

A strip of land 7.5 feet in width on both sides of a water line installed by the Sterrett-Vandiver Water System, Inc. on the north side of the Lee driveway to the location of the installed meter for the purpose of maintenance of Sterrett-Vandiver Water System water lines and hydrant . The address of the Lee Property is 618 Highway 57, Vincent, AL 35178

THE ROUTE OF SUCH EASEMENT IS SHOWN ON **EXHIBIT A** HERETO.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of use of such easement for and underground water pipeline, fire hydrants, and all other water utility facilities useful therewith water quality equipment together with all rights and privileges necessary or convenient for the full use and enjoyment thereof for such purposes, including the right of ingress to and egress from such easement, the right to cut and keep clear all trees, undergrowth and other obstructions thereon when deemed reasonably necessary for the avoidance of danger , damage or interference with such water facilities; provided, however, that this easement is made and conditioned upon the following representations, covenants and agreements, which the GRANTEE, by accepting this easement, expressly acknowledges, agrees and consents to, and joins in:

1. GRANTOR reserves the full right to use such easement in common with GRANTEE, and any entity having any rights therein.

2. GRANTOR reserves the rights to use and enjoy the property subject to the easement for any and all purposes including, but not limited to, the installation and maintenance (or to grant such rights to others) within the boundary of the easement herein granted, of electrical, telephone and communications lines and facilities; gas or other pipelines or facilities; and roads or ways of any description; all at any point

whatsoever, either at, above, or below grade, provided the exercise of such rights shall not interfere with the use by GRANTEE of the easement granted herein.

3. GRANTOR reserves the absolute right to cross such easement any point along its route (such crossing point or points to be solely determined by GRANTOR).

4. GRANTEE agrees to place all underground water lines and appurtenances at a sufficient depth, a minimum of 36 inches, so as not to interfere with GRANTOR'S use of the property subject to the easement.

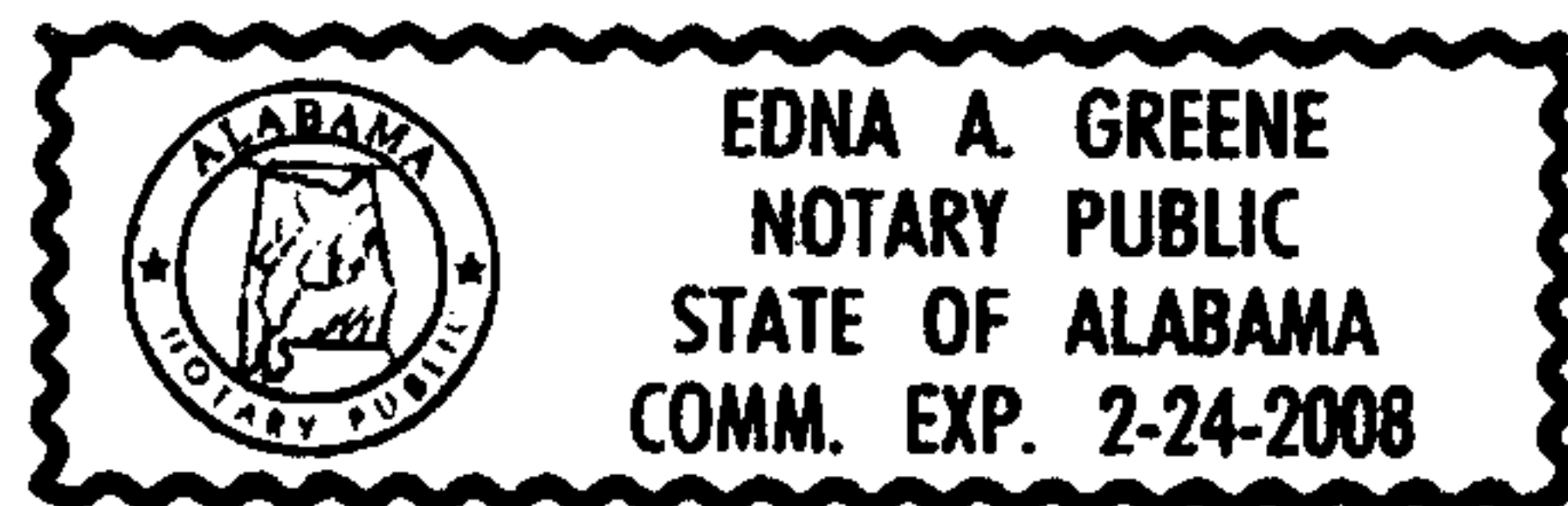
5. GRANTEE agrees and covenants to release, indemnify, protect and hold harmless the GRANTOR, its successors or assigns, from and against any and all claims and demands by GRANTEE, its employs, agents, contractors, or any other persons whomsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by its water facilities and/or the construction or installation, or by the use, of such water facilities, by GRANTEE, its employees, agents, contactors, invitees, licensees, or any other persons whomsoever.

6. GRANTOR and GRANTEE agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by GRANTOR and against GRANTEE. The continued use or maintenance of the easement area and water facilities by any successor in ownership to the water facilities shall conclusively constitute such user=s agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

7. GRANTOR specifically grants to GRANTEE, solely for use during the construction, installation and maintenance of said water lines, an additional ten (10) feet adjacent to the above described permanent easement, for access for construction and maintenance vehicles and equipment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this the 06 day of September, 2007.

Edna A. Greene



William Ronnie Lee

William Ronnie Lee, Grantor

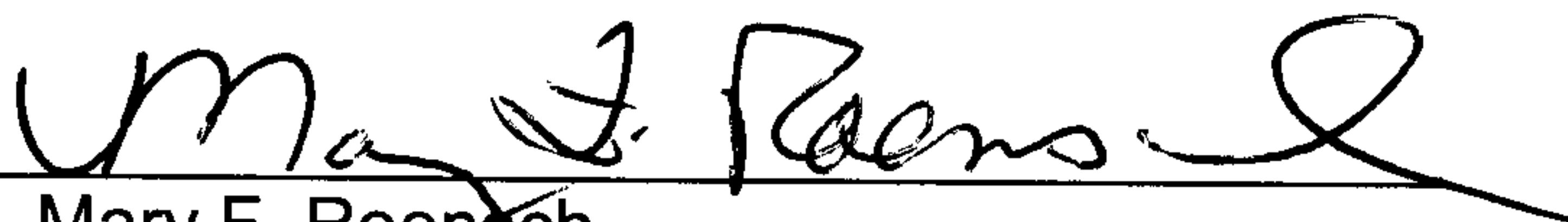
Betty J. Lee

Betty J. Lee, Grantor




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THE STERRETT-VANDIVER WATER SYSTEM, INC.


By: Mary F. Roensch
Its President

ATTEST:


Evelyn Finn
Its Secretary

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William Ronnie Lee and Betty J. Lee, whose names as GRANTOR, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily for and as the act of said corporation.

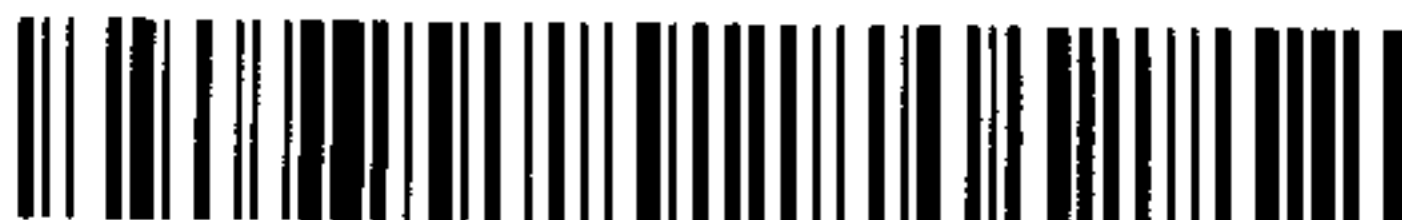
Given under my hand and official seal this the _____ day of _____, 2007.

Shelby County, AL 09/24/2007
State of Alabama

Deed Tax: \$1.00

See previous signature page
Notary Public

My Commission expires: _____


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SHELBY COUNTY Highway 57

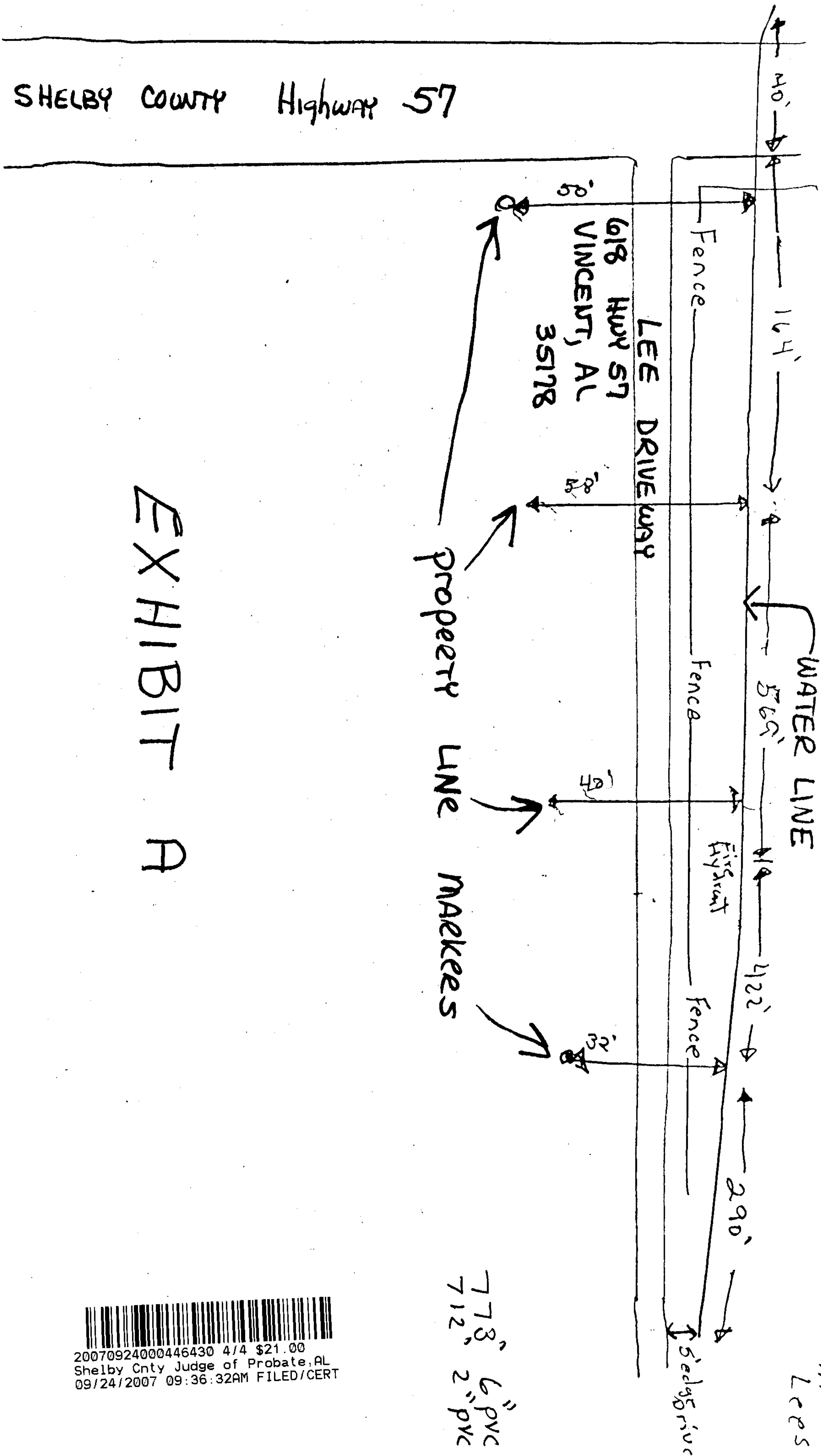


EXHIBIT A

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