


**DEED CONVEYANCE OF SEWER SYSTEM
MOUNTAIN LAKES**


20040908000501190 Pg 1/4 183.00
Shelby Cnty Judge of Probate, AL
09/08/2004 15:10:00 FILED/CERTIFIED

THIS AGREEMENT, made this date last set forth below, by and between **CHARLES G. KESSLER, JR.**, organized and existing under and by virtue of the laws of the State of Alabama (herein referred to as "Grantor") and **COMMUNITY ENVIRONMENTAL SYSTEMS, INC.**, organized and existing under and by virtue of the laws of the State of Alabama, (herein referred to as "Grantee").

RECITALS

THAT WHEREAS, Grantor is the developer and owner of record of **MOUNTAIN LAKES**, a residential subdivision in the City of Alabaster, County of Shelby, State of Alabama, which is being improved and developed by the construction of an infrastructure and dwellings thereon; and,

WHEREAS, Grantor is the owner of certain real property being more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof, upon which there is located a sanitary sewage wastewater treatment facility, together with sanitary sewage wastewater collection lines, pumps, filters, tanks, laterals and rights in easements and right-of-ways, (herein individually and collectively referred to as the "Sewer System"), for the purpose of supplying adequate sewer service to all properties connected to or to be connected to the Sewer System; and,

WHEREAS, it is the intention and purpose of the Grantor that such Utility System shall be used and operated to provide adequate disposal of sewage for each of the properties connected thereto, regardless of the ownership of the individual properties, and properly maintain the Sewer System to assure the continuance of the operation and maintenance of said system for the benefit of the present and future owners of properties connected thereto.

WITNESSETH

NOW THEREFORE, for and in consideration of the assumption and undertakings of the Grantee to provide and assure the maintenance and operation of the Sewer System as aforesaid and conveyance as "**A Contribution in Aid of Construction**" pursuant to 25 U.S.C. 118(c) and the Internal Revenue Service Regulations promulgated thereunder of the entire Sewer System by Grantor to Grantee at the actual cost to Grantor of \$160,000.00, receipt and sufficiency of which is acknowledged by Grantee, the Grantor does by these presents grant, bargain, sell and convey unto the grantee all its rights, interest and title to:

- (A.) The real property more particularly described as set forth in EXHIBIT "A".
- (B.) All its rights, title and interest in the Sewer System personal property comprising the components thereof, including but not limited to, all sewage wastewater service lines, manholes, valves, pumps, pumping stations, controls, filters and the sewage wastewater treatment facility or facilities, whether primary, secondary or discharge lines to final disposal, disposal discharge, drip field, lagoon, or other disposal components of final disposal; whether heretofore constructed or to be constructed, including all easements incident to the ownership and operation of said Sewer System Further,

Grantor hereby warrants that there are no existing judgments, encumbrances, liens, or other indebtedness to the title of the Sewer System conveyed hereunder, other than those set out in **EXHIBIT "B"** which is attached hereto and made apart hereof.

Grantor further warrants that said judgments, encumbrances, liens or indebtedness (if any) have been subordinated to this conveyance and are subject to this indenture.

This conveyance is for the benefit of the present and future owners of all and of each of the properties now or hereafter connected to the said utility system, as well as the holders of the mortgages covering each of the said properties

This conveyance is subject to any mineral, mining, or oil or gas, rights and titles previously conveyed and of record, if any, and any reservations contained therein, if any.

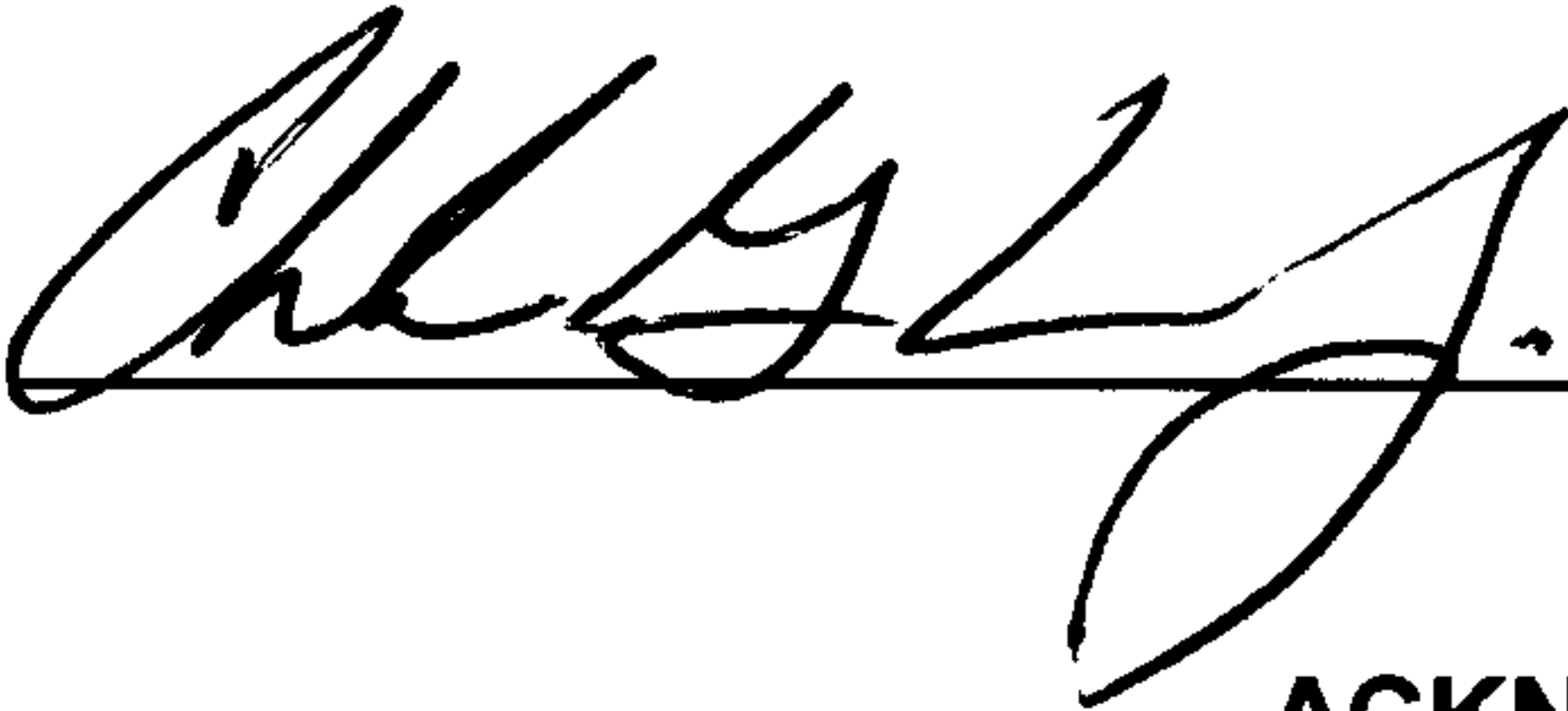
This conveyance is subject to all easements, covenants and restrictions of record.

TO HAVE AND TO HOLD to said grantee, his, her, its or their heirs and assigns forever.

And Grantor does for itself, its successors and assigns, covenant with the said Grantee, its, successors and assigns, that it is lawfully seized in fee simple of said real property; that they are free from all encumbrances, unless otherwise noted above; that it has good right to sell and convey the same as aforesaid; that it will and its successors and assigns will warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its manager/Member, who is duly authorized to execute this conveyance, has set its signature and seal, this 27 day of AUGUST, 2004.

GRANTOR
CHARLES G. KESSLER, JR.

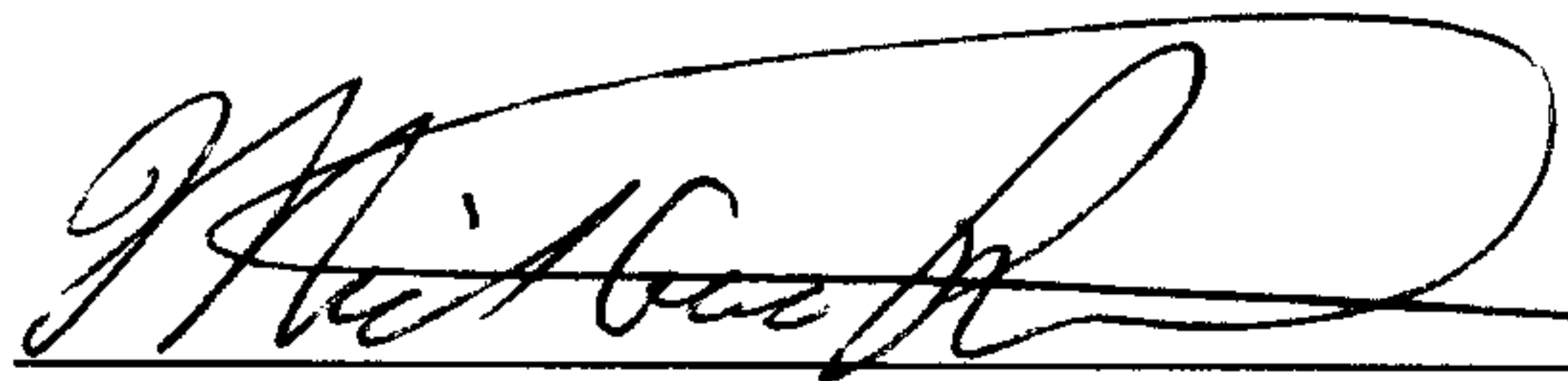
By: 

ACKNOWLEDGMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, MICKY GENE ROCK, a Notary Public for said County, in said State, appeared CHARLES G. KESSLER, JR., voluntarily signed the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my official seal, this the 27 day of AUGUST, 2004.



NOTARY PUBLIC

My Commission Expires: 9-17-05

EXHIBIT "A"

Commence at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 21 South, Range 3 West, Thence South 01°36'05" East along the East line of said Quarter-Quarter Section a distance of 398.02' to a point; Thence North 88°15'34" West a distance of 229.01' to a point, said point being the Point of Beginning; Continuing at the Point of Beginning thence North 88°15'34" West a distance of 464.14' to a point; Thence North 19°46'40" East a distance of 140.94' to a point; Thence North 01°28'25" West a distance of 185.04' to a point; Thence South 86°48'30" East a distance of 171.82' to a point; Thence South 11°43'11" West a distance of 227.73' to a point; Thence South 88°15'34" East a distance of 145.37' to a Point; Thence North 74°22'22" East a distance of 152.19' to a point, Thence South 01°36'48" East a distance of 135.79' to the Point of Beginning.

ALSO a 20' EASEMENT OF INGRESS AND EGRESS:

Commence at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 21 South, Range 3 West; thence North 88°26'52" West along the North line of said Quarter-Quarter section a distance of 160.77' to the Point of Beginning, said point being the centerline of a 20' Easement of Ingress and Egress lying 10' on either side of the following described line; Thence South 50°39'26" West a distance of 98.89' to a point; Thence run South 01°53'06" East a distance of 200.39' to the Point of Ending.