

\$ 500

**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, **PENTACOSTAL LIGHTHOUSE INC.**, (hereinafter referred to as "Grantor"), 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 for, under, across and through the following described property:



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Shelby Cnty Judge of Probate, AL
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State of Alabama
Shelby County

Commence at a concrete monument at the Southeast corner of the Northwest quarter of Section 34, Township 19 South, Range 2 East, Huntsville Principal Meridian; thence S87°49'28"W 1131.08 feet to a point; thence N31°40'52"W 42.26 feet to a point; N31°40'42"W 137.13 feet to a point; thence N32°52'47"W 75.09 feet to a point; thence N32°52'47"W 135.46 feet to a point; thence N31°38'26"W 126.33 feet to a point; thence N31°39'21"W 167.97 feet to a point; thence N30°39'59"W 53.80 feet to a point; thence N30°39'59"W 58.88 feet to a point; thence N29°43'42"W 137.53 feet to the point of beginning of an easement, five feet in width, lying two and one-half feet on each side of the following described line: thence N29°43'42"W 61.60 feet to a point; thence N27°04'47"W 101.91 feet to a point; thence N22°07'23"W 8.58 feet to the end of said line and said easement.

The sidelines of said easement shall be lengthened or shortened to coincide with the northerly and southerly property lines of parent tract.

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, under 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").

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, trees, hedges or other obstructions, excluding fences, 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 purposes 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.

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.

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

GRANTOR:

PENTACOSTAL LIGHTHOUSE INC.

By Russell M. Hughes
RUSSELL HUGHES

Its _____

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Joyce Robertson, a Notary Public in and for said County in said State, hereby certify that Russell Hughes, whose name as Pastor of **Pentacostal Lighthouse Inc.**, is 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, he, as such legal representative and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of February, 2006.

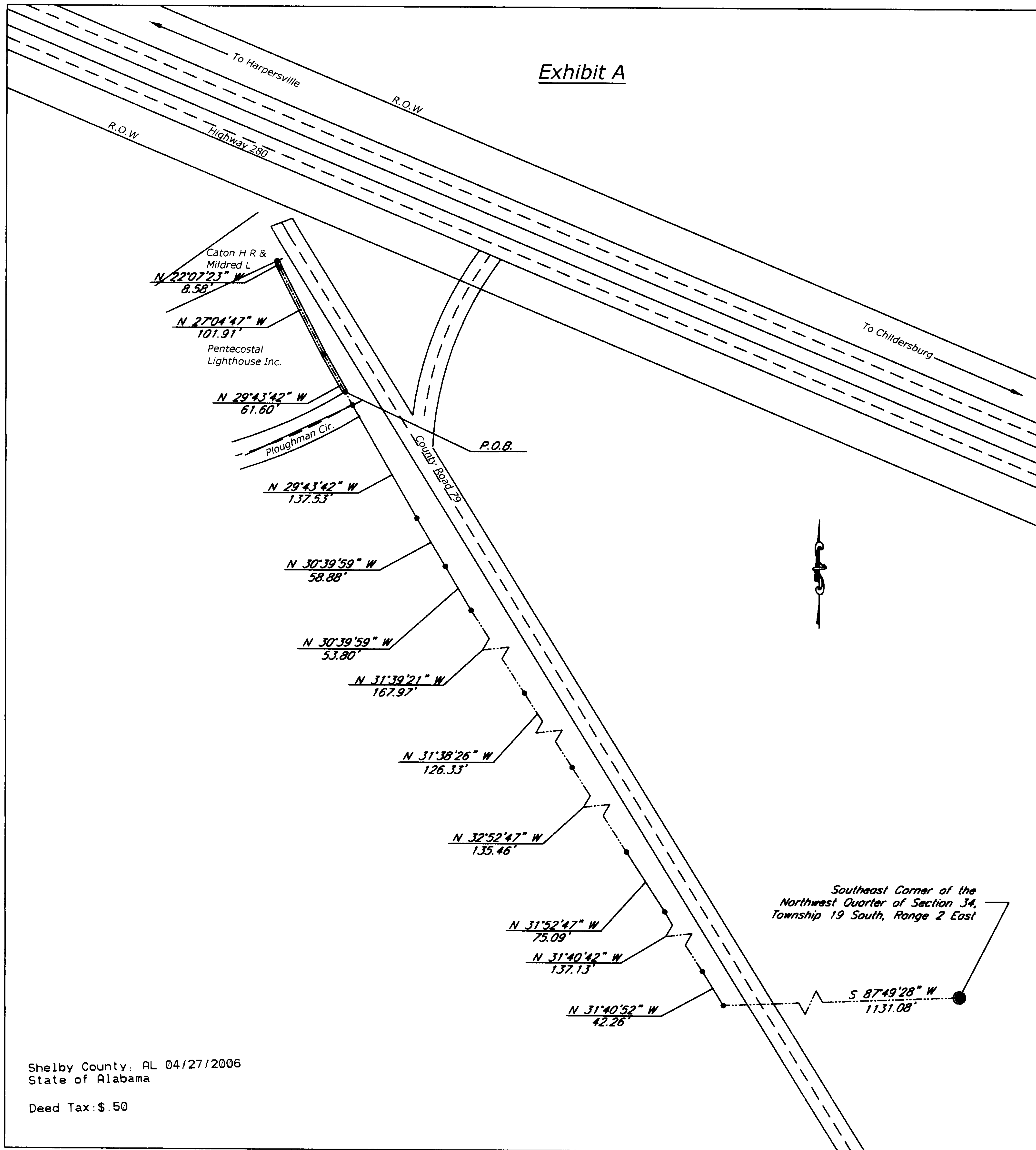
Joyce Robertson
(Notary Public)
My Commission Expires: 09-22-2009

[Notary Seal]



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Exhibit A



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

Deed Tax: \$.50



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