


STATE OF ALABAMA

SHELBY COUNTY


20090604000212290 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
06/04/2009 08:43:08 AM FILED/CERT

**AGREEMENT FOR UTILITIES EASEMENT and
INSTALLATION OF FUTURE WATER LINES**

THIS AGREEMENT made and entered into on this the 16 day of April, 2009, by and between the Sterrett-Vandiver Water System Inc., an Alabama corporation (hereinafter, the “**Board**”), and Ralph W. Bearden, and wife, Monta Faye Bearden, Ralph W. Bearden, Jr., Alfred W. Bearden, Cynthia B. Carroll, and Ramona B. Martin (hereinafter, “**Owner**”).

WHEREAS, the Board deems it necessary to install and maintain certain water transmission lines and mains as part of the advancement and maintenance of the Board’s water transmission system; and,

WHEREAS, Owner is the lawful owner of certain real property in and upon which the Board desires to install necessary water transmission lines and/or water mains; and,

WHEREAS, the Board desires to obtain from the Owner permanent and temporary utilities easements across Owner’s land to install necessary water transmission lines and/or water mains,

NOW, THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

EXPRESS GRANT OF EASEMENT

1. Owner hereby expressly grants to the Board a permanent 30’ wide utilities easement, across the Owner’s land as specifically described in Exhibit A attached hereto.
2. The Owner shall allow the Board to enter the permanent and temporary easements (hereinafter, “**easements**”) to construct said water transmission main, and to perform maintenance activities as deemed necessary by the Board.
3. Owner retains the right to use the lands within the easements as the Owner desires, except as noted herein. Owner agrees not to use the lands within the easements in a manner that adversely affects the water transmission main. Owner further agrees not to construct any structure within the lands in the permanent easement. After the water transmission main has

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been installed, Owner may construct a fence, drainage pipe, or roadway across the easement. Should the Board desire and so request, however, Owner shall allow the entrance of equipment and materials on the easement for the purpose of maintaining said water transmission main when necessary.

4. Owner grants the Board the right to remove trees, vegetation and other underbrush within the easements as required for the construction and/or maintenance activities associated with the transmission main.

CONSIDERATION FOR EASEMENT

5. As good and valuable consideration for the express grant of easements contained herein, the Board shall pay to Owner the sum of Ten Dollars (\$10.00). Further, the Board agrees to replant vegetation in the easements where applicable. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easements granted.

IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, the Sterrett-Vandiver Water System, Inc. Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its President and duly attested on the date first above written.

OWNER / GRANTOR

STERRETT-VANDIVER WATER SYSTEM, INC

Ralph W. Bearden
Ralph W. Bearden

By: Mary F. Roensch
Mary F. Roensch
President, Sterrett-Vandiver Water System, Inc.

Monta Faye Bearden
Monta Faye Bearden

ATTESTED TO

Ralph W. Bearden, Jr.
Ralph W. Bearden, Jr.

By: Evelyn Finn
Evelyn Finn, Secretary



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Alfred W. Bearden
Alfred W. Bearden

Cynthia B. Carroll
Cynthia B. Carroll

Ramona B. Martin
Ramona B. Martin

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that the Sterrett-Vandiver Water System, Inc., an Alabama Partnership, by its President, Mary F. Roensch, 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, she, with full authority executed the same voluntarily for and as the act of said Corporation as President for said Corporation, on the day the same bears date.

Given under my hand and official seal this 24th day of April, 2009.

Kathleen B. Elmore


Notary Public

MY COMMISSION EXPIRES SEPTEMBER 18, 2012

My Commission Expires _____

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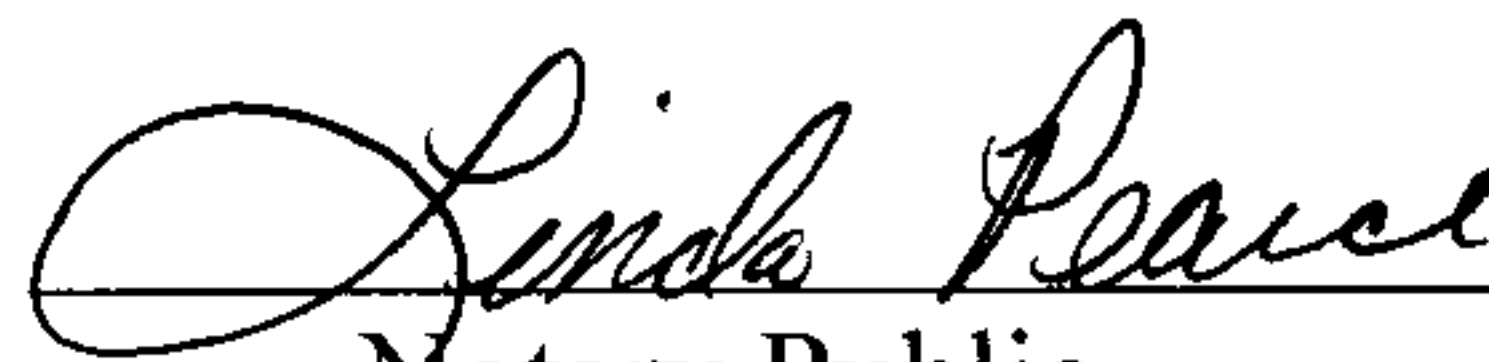
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SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RALPH W. BEARDEN, whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 20th day of April, 2009.



Notary Public

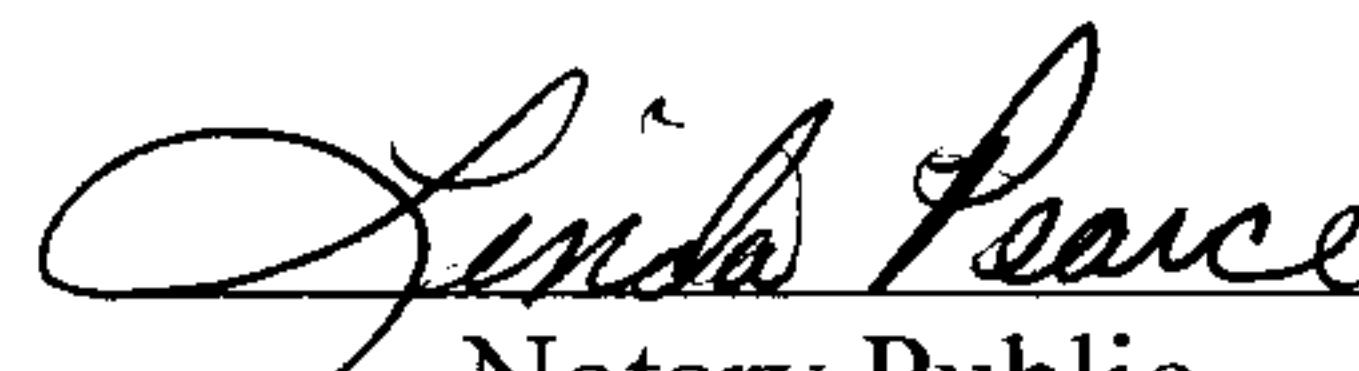
My Commission Expires 08-30-2010

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MONTA FAYE BEARDEN, whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 16th day of April, 2009.



Notary Public

My Commission Expires August 30, 2010

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RALPH W. BEARDEN, JR., whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 20th day of April, 2009.



Notary Public

My Commission Expires 08-30-2010

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALFRED W. BEARDEN, whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 16th day of April, 2009.

Linda Pearce
Notary Public

My Commission Expires August 30, 2010

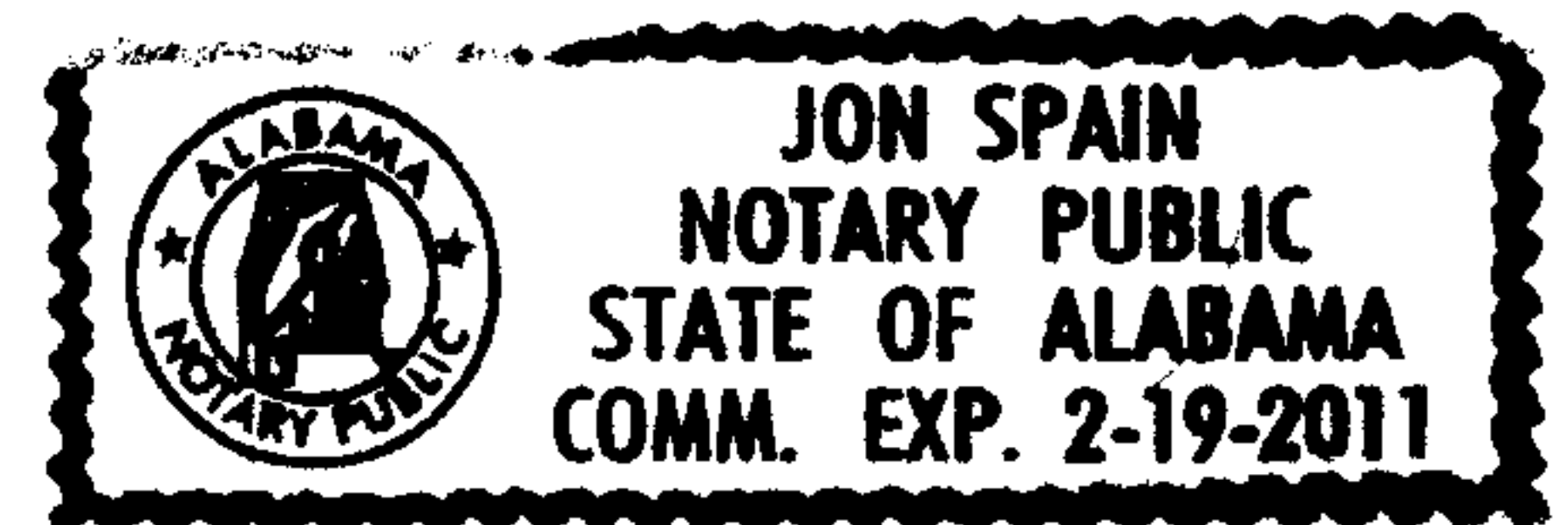
STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CYNTHIA B. CARROLL, whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 21st day of April, 2009.

Jon Spain
Notary Public



My Commission Expires 2-19-2011

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RAMONA B. MARTIN, whose name is signed to the foregoing easement document and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal this 24th day of April, 2009.

Kathryn B. Elmore
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 18, 2012

My Commission Expires _____



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EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

A 30' wide easement from the North Bank of Kelly Creek to the southerly right of way line of Kendrick Mill Road, being situated in the NE 1/4 of the SE 1/4 of Section 11, Township 18 South, Range 3 East, Shelby County, Alabama, lying 15' each side of and parallel to the following described centerline:

Commence at the SE Corner of Section 11, Township 18 South, Range 3 East, Shelby County, Alabama; thence N.89°41'41"W. along the South line of said section, a distance of 240.00 feet; thence N.00°51'35"E., a distance of 1,523.84 feet; thence N.14°34'50"E., a distance of 134.54 feet to a point on the North bank of Kelly Creek said point being the POINT OF BEGINNING; thence continue N.14°34'50"E, a distance of 10.39 feet to a point on the southerly right of way line of Kendrick Mill Road (80' ROW), said point being the POINT OF TERMINATION.

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