


STATE OF ALABAMA

SHELBY COUNTY


20090604000212310 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
06/04/2009 08:43:10 AM FILED/CERT

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

THIS AGREEMENT made and entered into on this the 12th day of Feb., 2009, by and between the Sterrett-Vandiver Water System Inc., an Alabama corporation (hereinafter, the "**Board**"), and Roy H. Holladay, II, and wife, Cathy W. Holladay (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 both a permanent and a temporary utilities easement 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 15' wide utilities easement, and, a 20' wide temporary construction easement, across the Owner's land as specifically described in Exhibit A attached hereto.

2. The Owner shall allow the Board to enter the 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 easement as the Owner desires, except as noted herein. Owner agrees not to use the lands within the easement in a manner that adversely affects the water transmission main. Owner further agrees not to construct any structure within the lands in the easement. After the water transmission main has been installed, Owner may construct a fence, drainage pipe, or roadway across the easement. Should the Board

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desire and so request, however, Owner shall allow the entrance of equipment and materials on the easement for the purposed of maintaining said water transmission main when necessary.

4. Owner grants the Board the right to remove trees, vegetation and other underbrush within the easement 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 easement contained herein, the Board shall pay to Owner the sum of Twelve Thousand and No/100 Dollars (\$12,000.00). Further, the Board agrees to replant vegetation in the 20' temporary construction easement. Owner hereby acknowledges the value and sufficiency of the stated consideration for the easement granted and receipt thereof.

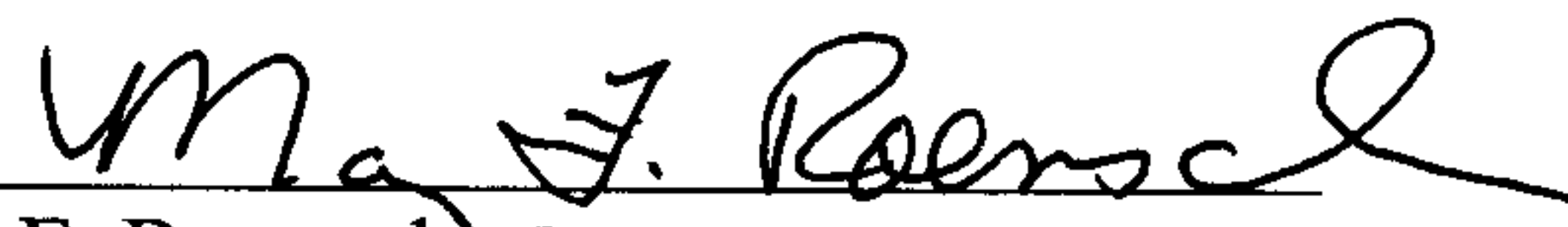
IN TESTIMONY to all the mutual covenants and promises set forth hereinabove, Owner does hereby grant the easements described herein, and, the Sterrett-Vandiver Water System, Inc. Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed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

OWNER / GRANTOR

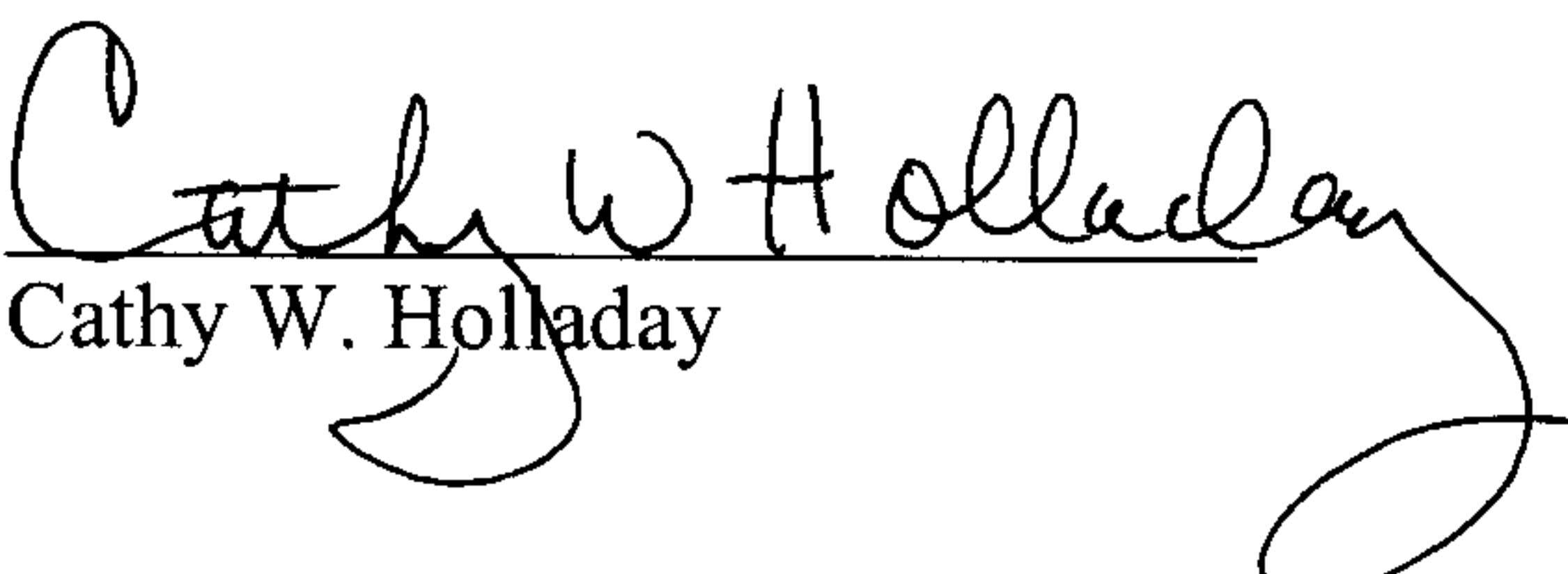
STERRETT-VANDIVER WATER SYSTEM, INC



Roy H. Holladay, II

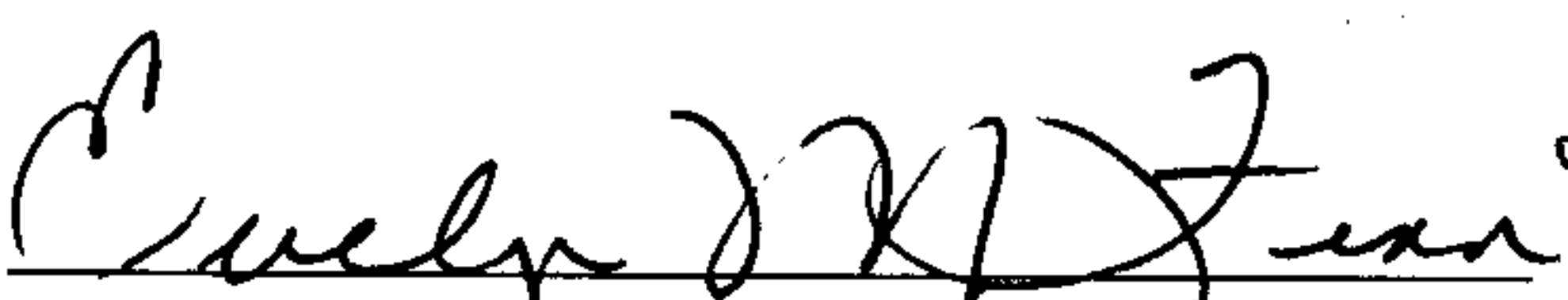
By: 

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

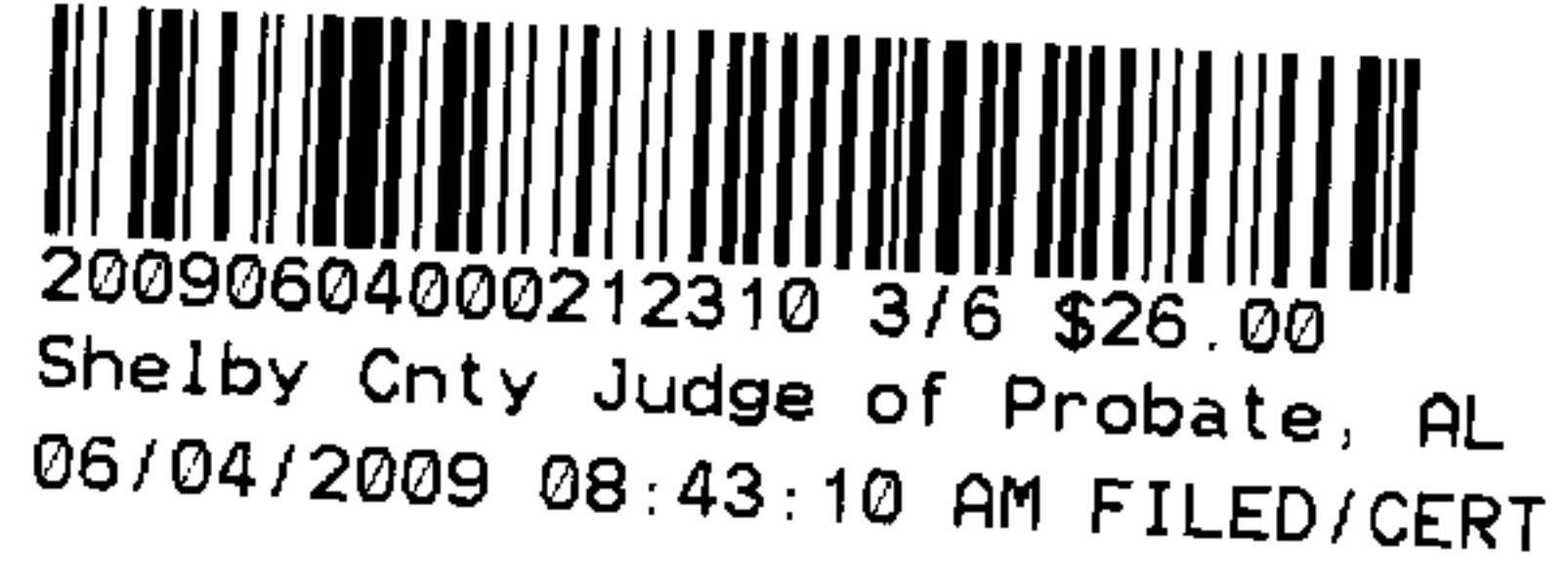


Cathy W. Holladay

ATTESTED TO

By: 

Evelyn Finn, Secretary

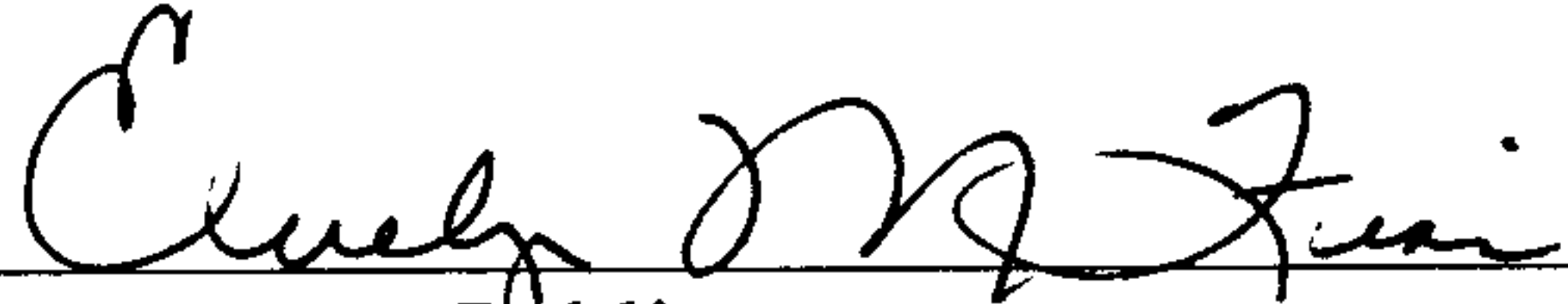


STATE OF ALABAMA)

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 12th day of Feb., 2009.



Notary Public

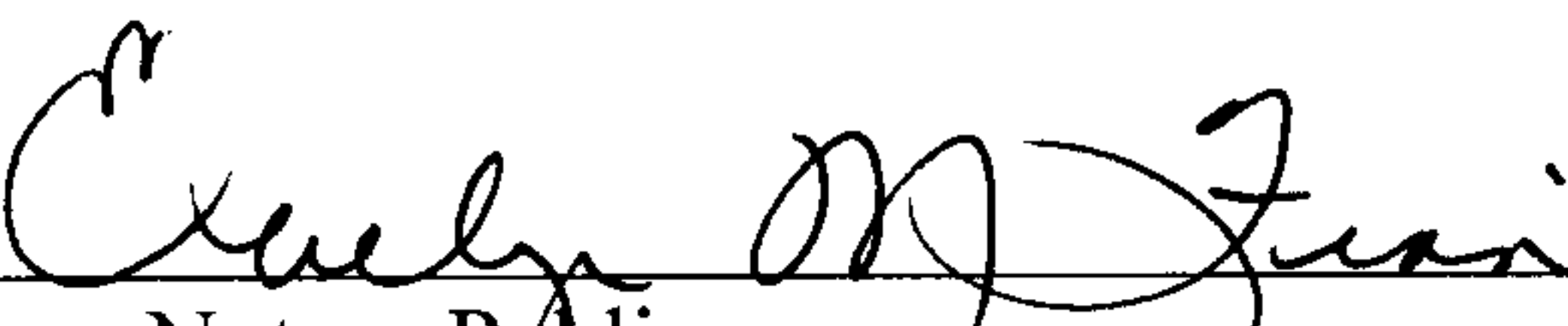
My Commission Expires 8/30/10

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROY H. HOLLADAY, II, 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 12th day of Feb., 2009.



Notary Public

My Commission Expires 8/30/10

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CATHY W. HOLLADAY, 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 12th day of Feb., 2009.

Emily M. Fran
Notary Public

My Commission Expires 8/30/10

EXHIBIT A


A 15' wide utility easement in the Northeast Quarter of the Northeast Quarter of Section 14, Township 18 South, Range 2 East and in the Southeast Quarter of Section 11, Township 18 South, Range 2 East in Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of Section 14, Township 18 South, Range 2 East and run North 89° 42' 45" West along the North line of said Section for 247.51 feet to a 5/8" rebar set at the Point of Beginning. Thence continue North 89° 42' 45" West along said North line for 1070.87 feet to a 5/8" rebar set, thence South 00° 39' 15" East for 15.00 feet to a 5/8" rebar set, South 89° 42' 45" East for 1085.47 feet to a 5/8" rebar set, thence North 00° 51' 35" East for 1555.23 feet to a 5/8" rebar set on the South bank of Kelly Creek, thence continue North 00° 51' 35" East for 29.98 feet to a point in the centerline of Kelly Creek, thence North 55° 38' 20" West along the centerline of Kelly Creek for 17.99 feet, thence (leaving centerline) run South 00° 51' 35" West for 29.98 feet to a 5/8" rebar set on the South bank of Kelly Creek, thence continue South 00° 51' 35" West for 1550.31 feet to the Point of Beginning. The above containing 0.92 acres more or less.

Also: A 20' wide temporary construction easement lying South of the South line of the above described easement being that portion of said easement lying in the Northeast Quarter of the Northeast Quarter of Section 14, Township 18 South, Range 2 East in Shelby County, Alabama.

Also: A 20' wide temporary construction easement lying East of the East line of the above described easement being that portion of said easement lying in the Southeast Quarter of Section 11, Township 18 South, Range 2 East in Shelby County, Alabama.

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ESSENTIAL ONE (Holiday property)

Notes: A 20' wide temporary construction easement 1/4 mi. South of the South line of the above described easement being that portion of said easement 1/4 mi. is the Northern Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 2 East, in Shelby County, Arkansas.

Notes: A 20' wide temporary construction easement 1/4 mi. East of the East line of the above described easement being that portion of said easement 1/4 mi. is the Southeast Quarter of Section 11, Township 15 South, Range 2 East, in Shelby County, Arkansas.

[illegible]

The above surveyed under my supervision in January 2008. This is the 26th day of January 2008.



DEROAL G. LUNER PLACED
LUNER AND COMPANY LAND SURVEYING CO.

DONALD G. LINDER PL#23004
 LINDER AND COMPANY LAND SURVEYING CA-0087-LS