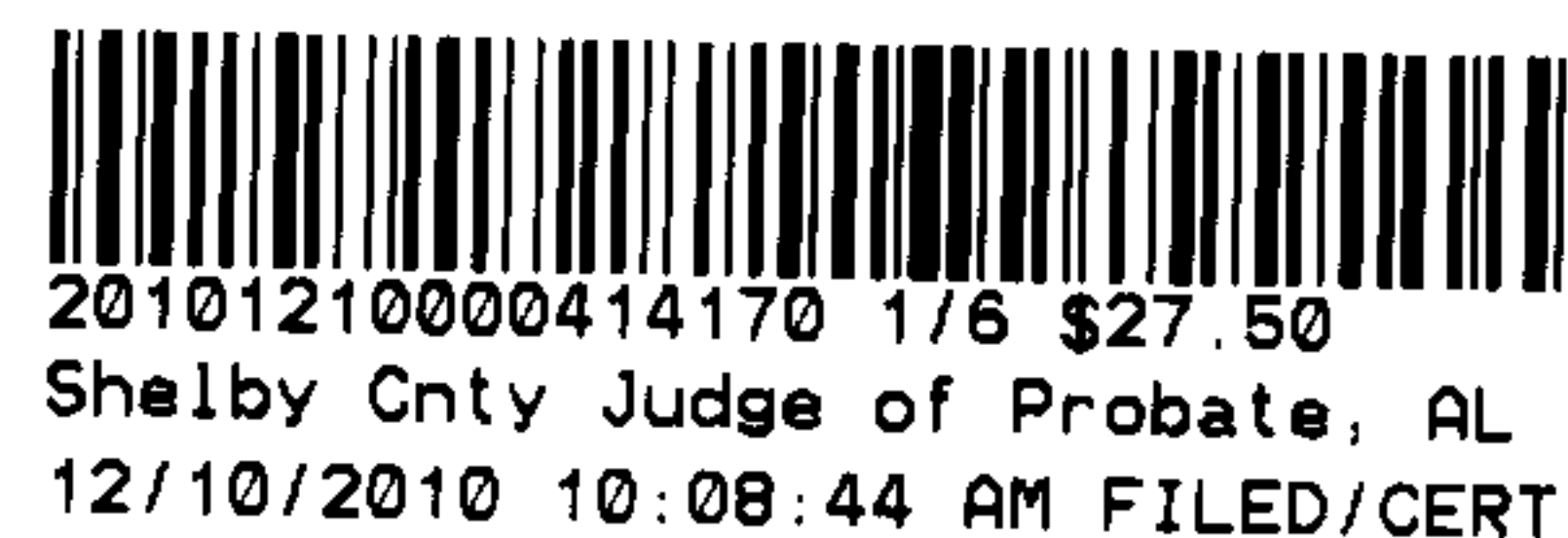


STATE OF ALABAMA

SHELBY COUNTY



UTILITIES EASEMENT

THIS AGREEMENT made and entered into on this the 7<sup>th</sup> day of Dec., 2010, by and between the Sterrett-Vandiver Water System Inc., an Alabama corporation (hereinafter, the "**Board and Grantee**"), and Garry Ard (hereinafter, "**Owner and Grantor**").

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 and/or maintain necessary water transmission lines and/or water mains; and,

WHEREAS, the Board had executed an Agreement for Utilities Easement and Installation of Future Water Lines (hereinafter, "Agreement") (Shelby County Probate Instrument # 20090604000212310) with the previous owner; and

WHEREAS, the Board has installed the water lines pursuant to the Agreement and desires to modify the location of the easement based on actual construction; and

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

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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 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 line.

5. The Board hereby abandons the easement as described recorded in Shelby County Instrument #20090604000212310, and agrees to the description of a revised easement in Exhibit "A" contained herein.

**CONSIDERATION FOR EASEMENT**

As good and valuable consideration for the express grant of easement contained herein, the Board shall pay to Owner the sum of Ten Dollars (\$10.00). 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. Said property does not involve a homestead for the Owner.

TO HAVE AND TO HOLD to the said GRANTEE, it's heirs and assigns forever.

And said GRANTOR does for himself, his successors and assigns, covenant with said GRANTEE, it's heirs and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that it has a good right to convey the same as aforesaid; that he will, and his successors and assigns shall warrant and





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defend the same to the said GRANTEE, it's heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, Garry Ard, who is authorized to execute this conveyance for himself, sets his signature and seal, this 7<sup>th</sup> day of December, 2010.

**OWNER / GRANTOR**

**STERRETT-VANDIVER WATER SYSTEM,  
INC. /GRANTEE**

G Ard  
Garry Ard

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

ATTESTED TO

By: Evelyn Finn  
Evelyn Finn, Secretary

**STATE OF ALABAMA )**

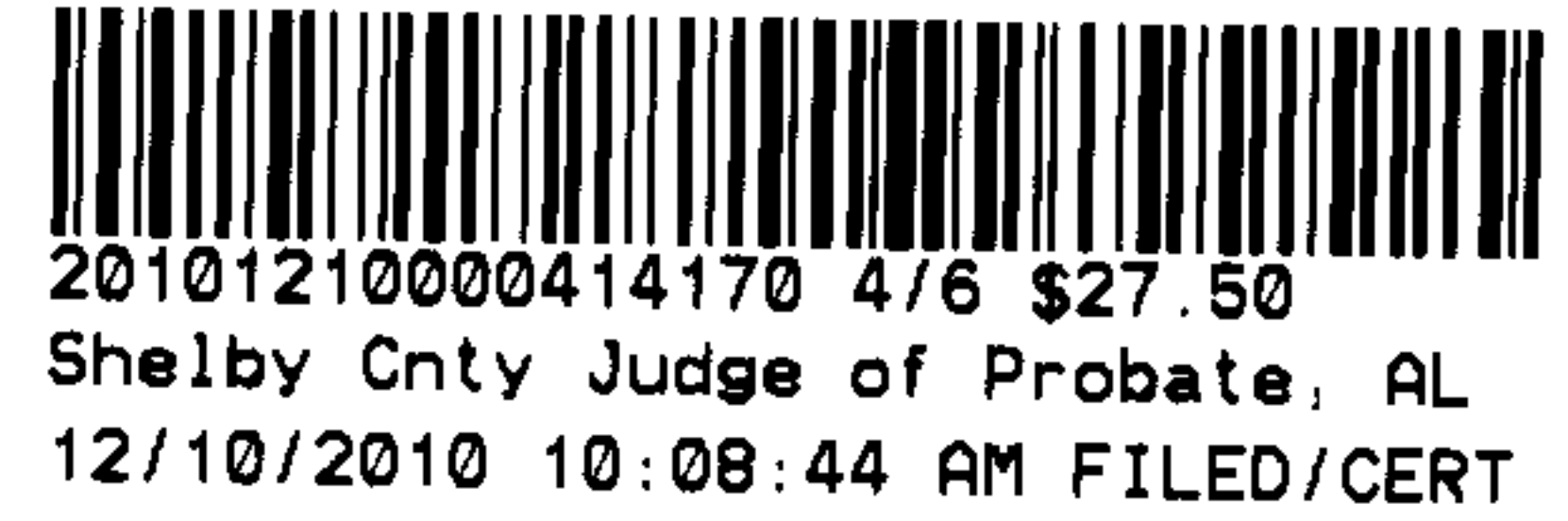
**SHELBY COUNTY )**

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 Corporation, 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 7<sup>th</sup> day of December 2010.

Evelyn Finn  
Notary Public

My Commission Expires 8/24/14

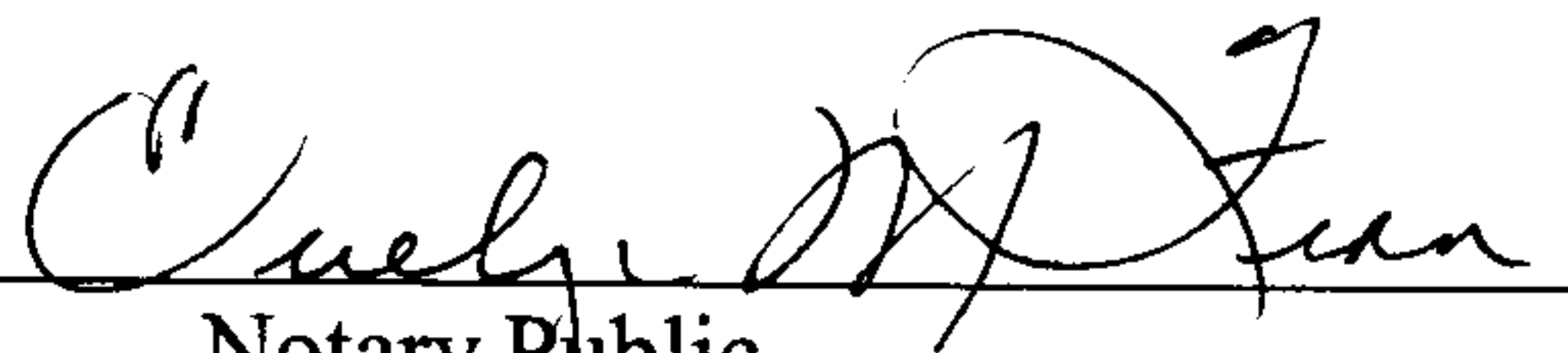


**STATE OF ALABAMA    )**

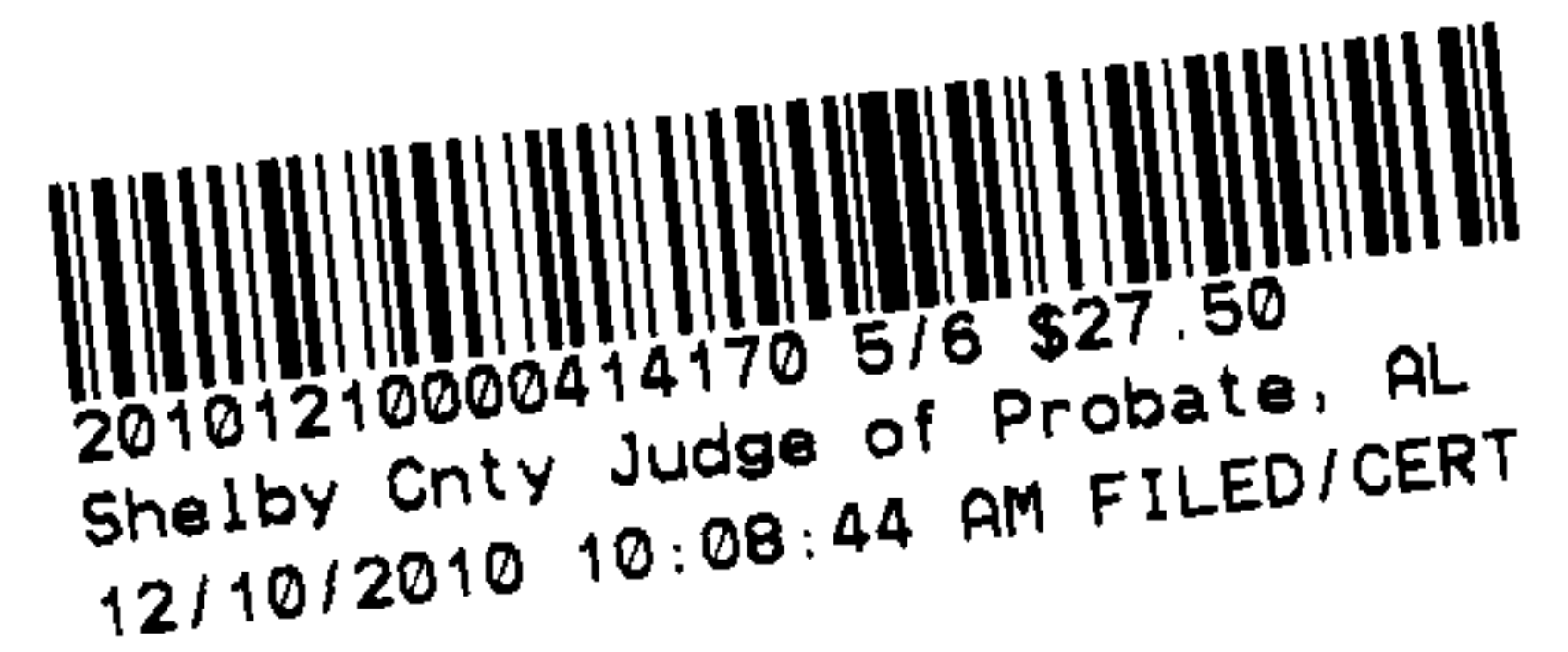
**SHELBY COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARRY ARD, 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 7<sup>th</sup> day of Dec., 2010.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 8/24/14

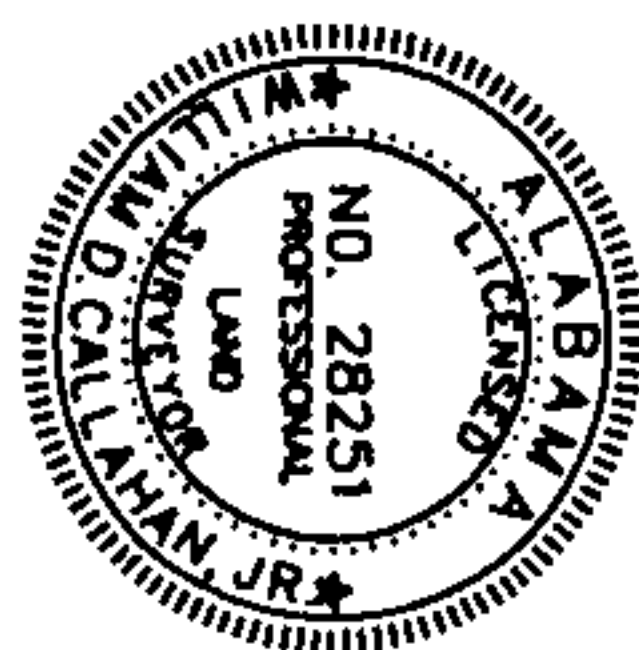


**EXHIBIT A**

A 15' wide easement being situated in the SE  $\frac{1}{4}$  of Section 11 and in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, all in Township 18 South, Range 2 East, Shelby County, Alabama, lying 7.5' either side of and parallel to the following described centerline:

Commence at the SW Corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 11, Township 18 South, Range 2 East, Shelby County, Alabama; thence S  $01^{\circ}19'56''$  E a distance of 7.50' to the Point of Beginning; thence S  $89^{\circ}42'45''$  E a distance of 1078.16'; thence N  $00^{\circ}50'49''$  E a distance of 650.52'; thence N  $18^{\circ}46'29''$  W a distance of 120.38'; thence N  $11^{\circ}14'42''$  E a distance of 33.88'; thence N  $23^{\circ}19'58''$  E a distance of 94.16'; thence N  $06^{\circ}37'04''$  E a distance of 65.72'; thence N  $14^{\circ}06'41''$  W a distance of 43.16'; thence N  $09^{\circ}34'46''$  E a distance of 63.42'; thence N  $05^{\circ}45'59''$  W a distance of 122.68'; thence N  $05^{\circ}40'51''$  E a distance of 165.47'; thence N  $03^{\circ}10'41''$  E a distance of 52.42'; thence N  $12^{\circ}28'10''$  E a distance of 28.46'; thence N  $40^{\circ}59'02''$  E a distance of 24.35'; thence N  $59^{\circ}20'52''$  E a distance of 26.04'; thence S  $89^{\circ}16'14''$  E a distance of 50.77'; thence N  $70^{\circ}59'02''$  E a distance of 38.79'; thence N  $05^{\circ}36'55''$  W a distance of 25.08'; thence N  $32^{\circ}15'09''$  E a distance of 22.58' to the South edge of Kelly Creek and the Point of Termination.



[illegible]

Commence at the SW Corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 11, Township 18 South, Range 2 East, Shelby County, Alabama; thence S 01°19'56" E a distance of 7.50' to the Point of Beginning; thence S 89°42'45" E a distance of 1078.16'; thence N 00°50'49" E a distance of 650.52'; thence N 18°46'29" W a distance of 120.35'; thence N 11°14'42" E a distance of 33.88'; thence N 23°19'58" E a distance of 94.16'; thence N 06°37'04" E a distance of 65.72'; thence N 14°06'41" W a distance of 43.16'; thence N 09°34'44" E a distance of 63.42'; thence N 05°45'59" W a distance of 122.68'; thence N 05°40'51" E a distance of 165.47'; thence N 03°10'41" E a distance of 52.42'; thence N 12°28'10" E a distance of 28.46'; thence N 40°59'02" E a distance of 24.35'; thence N 59°20'52" E a distance of 26.04'; thence S 89°16'14" E a distance of 50.77'; thence N 70°59'02" E a distance of 36.79'; thence N 05°36'55" W a distance of 25.08'; thence N 32°15'09" E a distance of 22.58' to the South edge of Kelly Creek and the Point of Termination

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Land Surveying in the State of Alabama, to the best of my knowledge, information and belief.

William D. Callahan, Jr. Date \_\_\_\_\_

William D. Callahan, Jr., PLS  
AL Reg. No. 28251

[illegible]