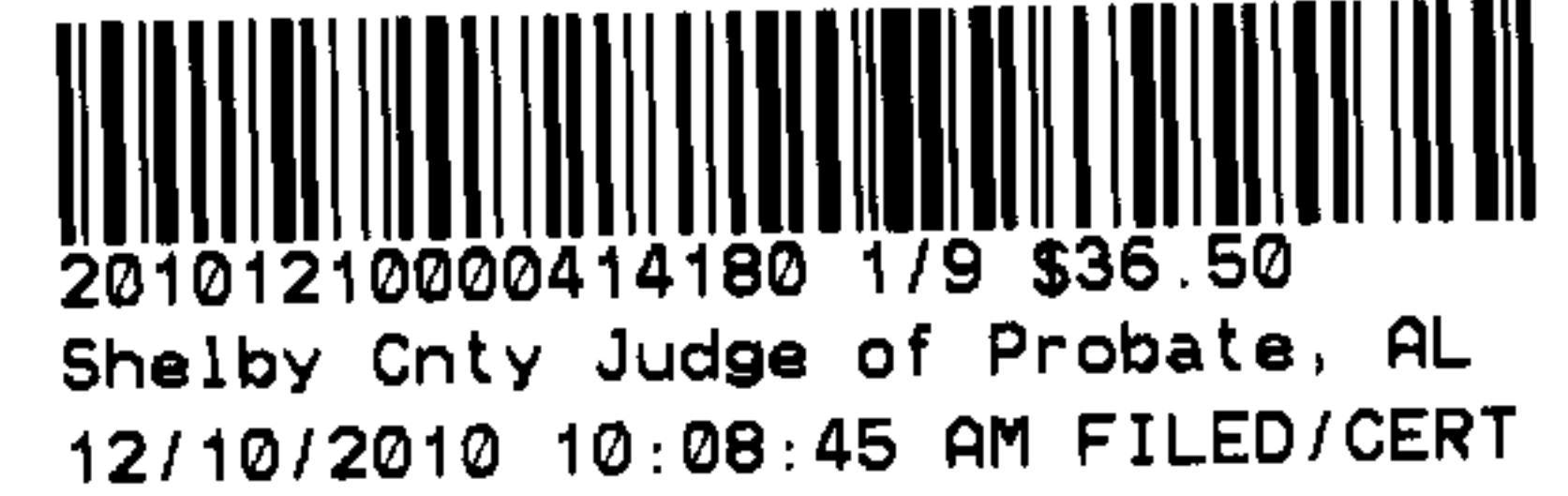


STATE OF ALABAMA

SHELBY COUNTY



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

THIS AGREEMENT made and entered into on this the 23<sup>rd</sup> day of June, 2010, 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 and to install two fire hydrants at the locations designated by the Owner. 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



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 23<sup>rd</sup> day of Jan, 2010.

Cathy M. Furr  
Notary Public

My Commission Expires 8/30/10

STATE OF ALABAMA )

  
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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 16<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
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 16<sup>th</sup> day of June, 2010.

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

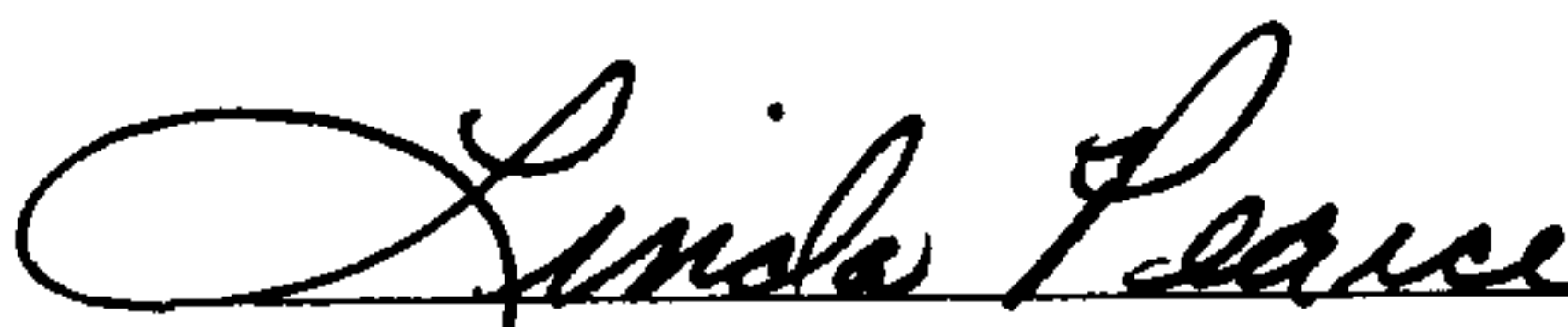
My Commission Expires 08-30-2010

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that 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 9<sup>th</sup> day of June, 2010.

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

My Commission Expires 08-30-2010

AGREEMENT FOR UTILITIES EASEMENT

Page 5 of 7

STATE OF ALABAMA )

SHELBY COUNTY )

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 9<sup>th</sup> day of June, 2010.

Linda Pearce  
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 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 2<sup>nd</sup> day of JUNE, 2010.

Cynthia B. Carroll  
Notary Public

My Commission Expires MY COMMISSION EXPIRES MAY 7, 2012

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.

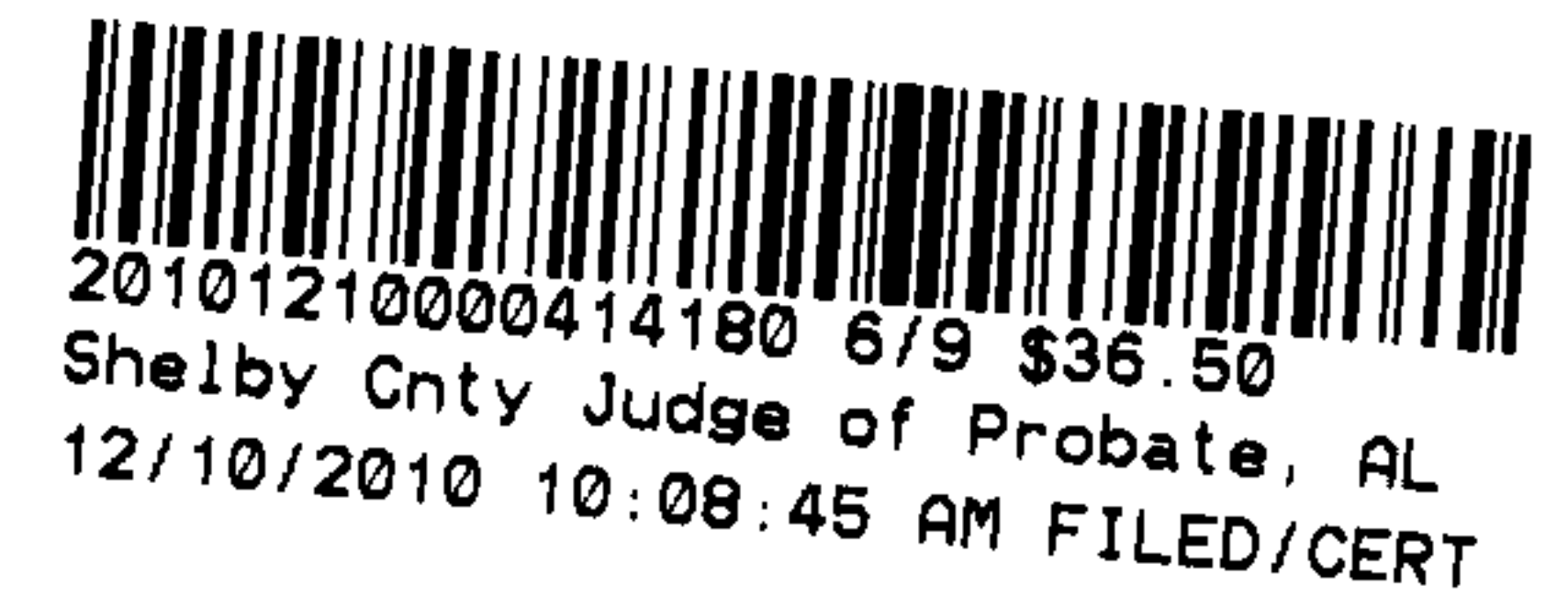
Given under my hand and official seal this 16<sup>th</sup> day of June, 2010.

Linda Pearce  
Notary Public

My Commission Expires 08-30-2010

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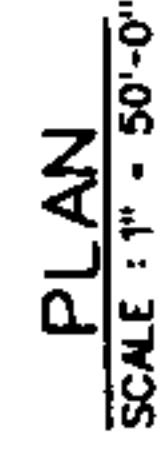
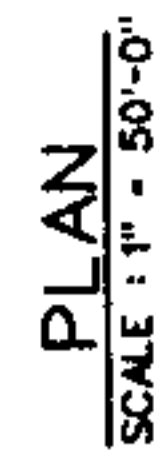
**EXHIBIT A**

**PERMANENT EASEMENT**

A 30' wide easement being situated in Section 11 and Section 12, all in Township 18 South, Range 2 East, Shelby County, Alabama, lying 15' either side of and parallel to the following described centerline:

Commence at the SE Corner of Section 11, Township 18 South, Range 2 East, Shelby County, Alabama; thence N 89°42'45" W a distance of 240.00'; thence N 00°50'49" E a distance of 643.02'; thence N 18°46'29" W a distance of 120.38'; 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°34'46" 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 38.79'; thence N 05°36'55" W a distance of 25.08'; thence N 32°15'09" E a distance of 115.77' to the North edge of Kelly Creek and the Point of Beginning; thence N 32°15'09" E a distance of 48.71'; thence N 19°35'42" E a distance of 44.74'; thence N 44°25'08" E a distance of 41.53' to the point of a non tangent curve turning to the left with a radius of 530.00', a delta angle of 9°23'08", and subtended by a chord which bears S 89°08'19" E, a chord distance of 86.72'; ; thence along said curve an arc distance of 86.82'; thence N 86°10'07" E a distance of 221.04' to the point of a curve turning to the left with a radius of 1400.00', a delta angle of 34°37'56", and subtended by a chord which bears N 68°51'09" E, a chord distance of 833.40'; ; thence along said curve an arc distance of 846.23'; ; thence N 51°32'11" E a distance of 1024.13' to the point of a curve turning to the right with a radius of 1000.00', a delta angle of 39°37'13", and subtended by a chord which bears N 71°20'48" E, a chord distance of 677.81'; ; thence along said curve an arc distance of 691.51'; ; thence S 88°50'36" E a distance of 30.39'; thence N 60°51'06" E a distance of 44.01'; thence S 88°48'16" E a distance of 29.00'; thence S 58°34'07" E a distance of 44.01'; thence S 88°50'36" E a distance of 662.97' to the point of a curve turning to the left with a radius of 950.00', a delta angle of 46°46'33", and subtended by a chord which bears N 67°46'08" E, a chord distance of 754.21'; ; thence along said curve an arc distance of 775.57'; ; thence N 44°22'51" E a distance of 676.86' to the point of a curve turning to the right with a radius of 1150.00', a delta angle of 43°26'02", and subtended by a chord which bears N 66°05'52" E, a chord distance of 851.05'; ; thence along said curve an arc distance of 871.77' more or less to the East line of Section 12, said point being the POINT OF TERMINATION.

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**STERRETT-VANDIVER**  
WATER SYSTEM INCORPORATED

## WATERLINE CONNECTION TO NEW LONDON

STA 30+00  
TO  
STA 60+00

RECORD DRAWING

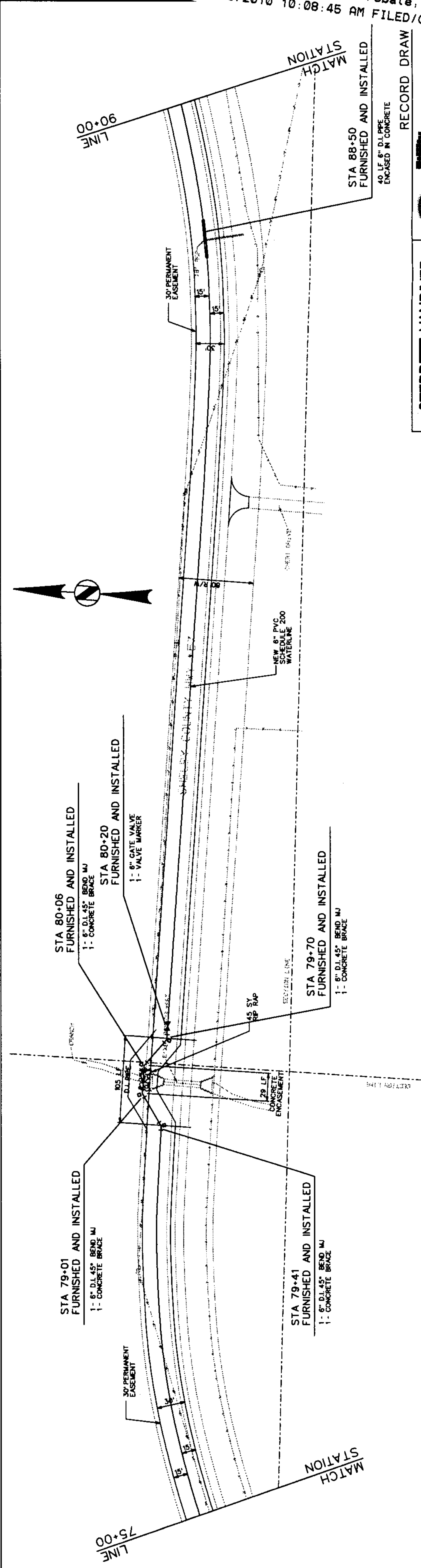
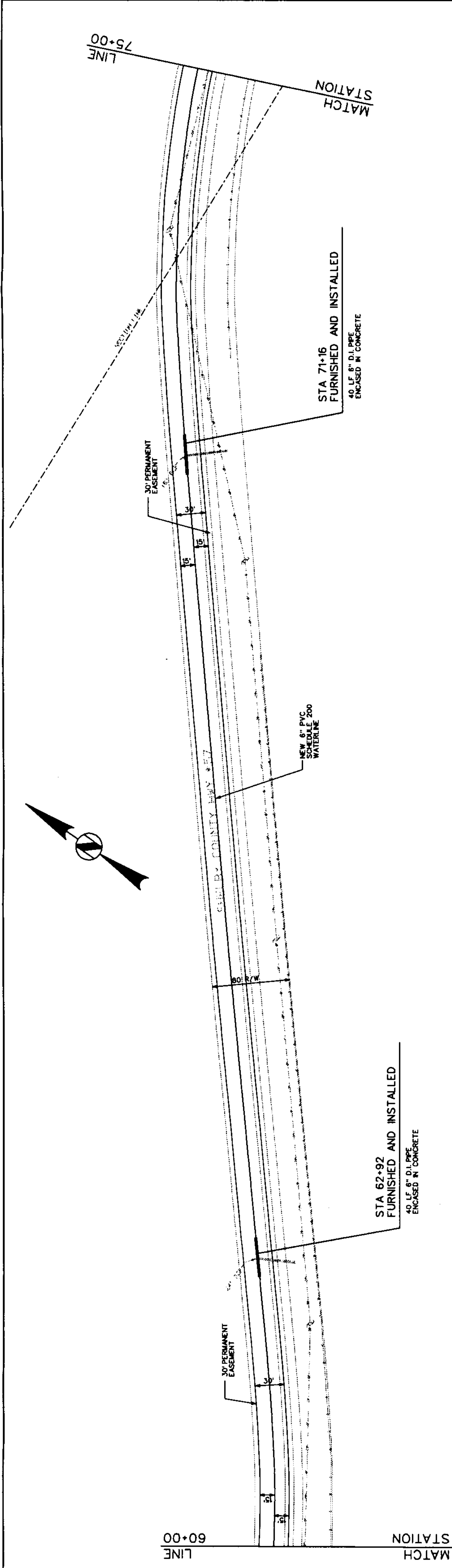


**Engineering Consultants, LLC**



|                                |              |                               |                        |
|--------------------------------|--------------|-------------------------------|------------------------|
| DESIGNED<br>DBB                | DRAWN<br>JWP | SCALE<br>AS NOTED             | DATE<br>NOV., 20C      |
| APPROVED<br><i>[Signature]</i> |              | REFERENCE<br>BASE DGN         | ORDERING NO.<br>SVEC-2 |
| Draw to<br>100'                |              | CHECKED<br>REVIEWED<br>SVEC-2 | SHEET<br>4 OF 9        |

| REVISIONS |         |  | BY | DATE | REMARKS        |
|-----------|---------|--|----|------|----------------|
|           | 9/16/10 |  |    |      | RECORD DRAWING |
|           |         |  |    |      |                |





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|   |     |  |    |   |       |   |            |
|---|-----|--|----|---|-------|---|------------|
| STERRETT-VANDIVER   |     | WATER SYSTEM INCORPORATED                            |    | WATERLINE CONNECTION<br>TO NEW LONDON   |       | STA 60+00<br>TO<br>STA 90+00                        |            |
|  |     | <b>Sterrett<br/>Engineering<br/>Consultants, LLC</b> |    |  |       | <b>Quality<br/>Engineering<br/>Consultants, LLC</b> |            |
| DESIGNED  | DBB | APPROVED   | BY | DATE  | SCALE | AS NOTED  | NOV., 2009 |
| <i>See to left</i>  |     | <i>See to left</i>                                   |    | <i>See to left</i>  |       | <i>See to left</i>                                  |            |
| STA 60+00<br>TO<br>STA 90+00  |     | STA 60+00<br>TO<br>STA 90+00                         |    | STA 60+00<br>TO<br>STA 90+00  |       | STA 60+00<br>TO<br>STA 90+00                        |            |



|   |      |                |  |     |  |
|---|------|----------------|--|-----|--|
|   |      |                |  |     |  |
| NO.   | DATE | RECORD DRAWING |  | DBB |  |
|   |      | REVISIONS      |  | BY  |  |
| <p>WATERLINE CONNECTION<br/>TO NEW LONDON</p> <p>STA 60+00 TO STA 90+00</p> |      |                |  |     |  |



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RECORD DRA



**STERRETT-VANDIVER**  
WATER SYSTEM INCORPORATED

WATERLINE CONNECTION  
TO NEW LONDON

STA 90+00  
TO  
STA 120+00

| NO. | DATE    | REVISIONS | RECORD DRAWING | DBB |
|-----|---------|-----------|----------------|-----|
|     | 9/16/10 |           |                |     |

PLAN  
SCALE: 1" = 50'-0"

