

1981

STATE OF ALABAMA)
 :
SHELBY COUNTY)

GRANT OF EASEMENT
AND RESTRICTIVE COVENANT

THIS GRANT OF EASEMENT AND RESTRICTIVE COVENANT,
dated as of the 28th day of June, 1978, from FRANK ABERNATHY
(herein referred to as "Abernathy"), as the grantor here-
under, to THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER,
ALABAMA, a public corporation under the laws of Alabama
(herein called "the Board"), as the grantee hereunder,

W I T N E S S E T H

Abernathy is the owner of the following described
real property (which is herein referred to as "Abernathy's
Property") which is situated within the corporate limits of
the City of Alabaster in Shelby County, Alabama, and upon
which there is situated a medical office building and pa-
tient care facility (herein called "Abernathy's Building")
in which Abernathy is presently engaged in the general
practice of medicine:

Lots 23 and 24 in Block 4 according to the
Nickerson - Scott Survey, which is recorded in
Map Book 3 at Page 34 in the Probate Office of
Shelby County, Alabama, being a subdivision of
a part of the E-1/2 of the SE-1/4 of Section 35
and part of the NW-1/4 of the SW-1/4 of Section
36, all in Township 20 South, Range 3 West, and
situated in Shelby County, Alabama.

The Board is the owner of the following described
real property (which is herein referred to as "the Board's
Property") which is also situated within the corporate



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Shelby Cnty Judge of Probate, AL
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BOOK 313 PAGE 354

limits of the City of Alabaster in Shelby County, Alabama, and upon which the Board proposes to construct a medical office building and patient care facility (herein called "the Board's Building"):

Lots 19, 20, 21 and 22 in Block 4 according to the Nickerson - Scott Survey, which is recorded in Map Book 3 at Page 34 in the Probate Office of Shelby County, Alabama, being a subdivision of a part of the E-1/2 of the SE-1/4 of Section 35 and part of the NW-1/4 of the SW-1/4 of Section 36, all in Township 20 South, Range 3 West, and situated in Shelby County, Alabama.

BOOK 313 PAGE 355

The Board proposes to lease the Board's Property (including the Board's Building) to Shelby Medical, Ltd., a limited partnership under the laws of Alabama, and the said Shelby Medical, Ltd. proposes to sub-lease portions of the Board's Building to various physicians who will engage in the general or specialized practice of medicine in the Board's Building. The Board, the said Shelby Medical, Ltd. and the said sub-lessees of Shelby Medical, Ltd. wish to make use of the parking facilities situated upon Abernathy's Property in connection with the practice of medicine in the Board's Building, and Abernathy is willing to grant to the Board an easement over and across Abernathy's Property and to permit the Board, as well as the said Shelby Medical Ltd., and any such sub-lessees of the Board's Building, to make reasonable use of the parking facilities upon Abernathy's Property in connection with the practice of medicine in the Board's Building, but subject to the covenants and agreements herein set forth.

NOW THEREFORE, the premises considered, Abernathy does hereby grant and convey unto the Board an easement and right of way over, across and upon Abernathy's Property, and does further grant unto the Board, as well as the said Shelby Medical, Ltd., and all such sub-lessees of Shelby

Medical, Ltd. who shall at any time be engaged in the general or specialized practice of medicine in the Board's Building, the right to make reasonable use of all parking spaces and parking facilities upon Abernathy's Property, as said parking spaces and parking facilities shall be reasonably designated by Abernathy. The said right and easement shall be deemed to be a covenant running with the land as respects Abernathy's Property, and shall accrue to and benefit not only to the Board, but also those of its successors, assigns and sub-lessees who shall, from and after the date hereof, be engaged in the general or specialized practice of medicine in the Board's Building, as it shall at any time exist.

In consideration of the grant of the foregoing right and easement by Abernathy, the Board does, for itself and its successors and assigns, agree and covenant with Abernathy, his successors and assigns, that it will not cause the Board's Building to be expanded or enlarged to such extent that at any time there shall be fewer than four (4) designated parking spaces (suitable for use by a standard sized automobile) upon both the Board's Property and Abernathy's Property for each twelve hundred (1200) square feet of aggregate enclosed floor space within both the Board's Building and Abernathy's Building.

IN WITNESS WHEREOF, Abernathy has hereunto set his hand and seal, and has caused this instrument to be dated June 28th 1978.

Witness:

Brinton A. Allen

Frank Abernathy
Frank Abernathy

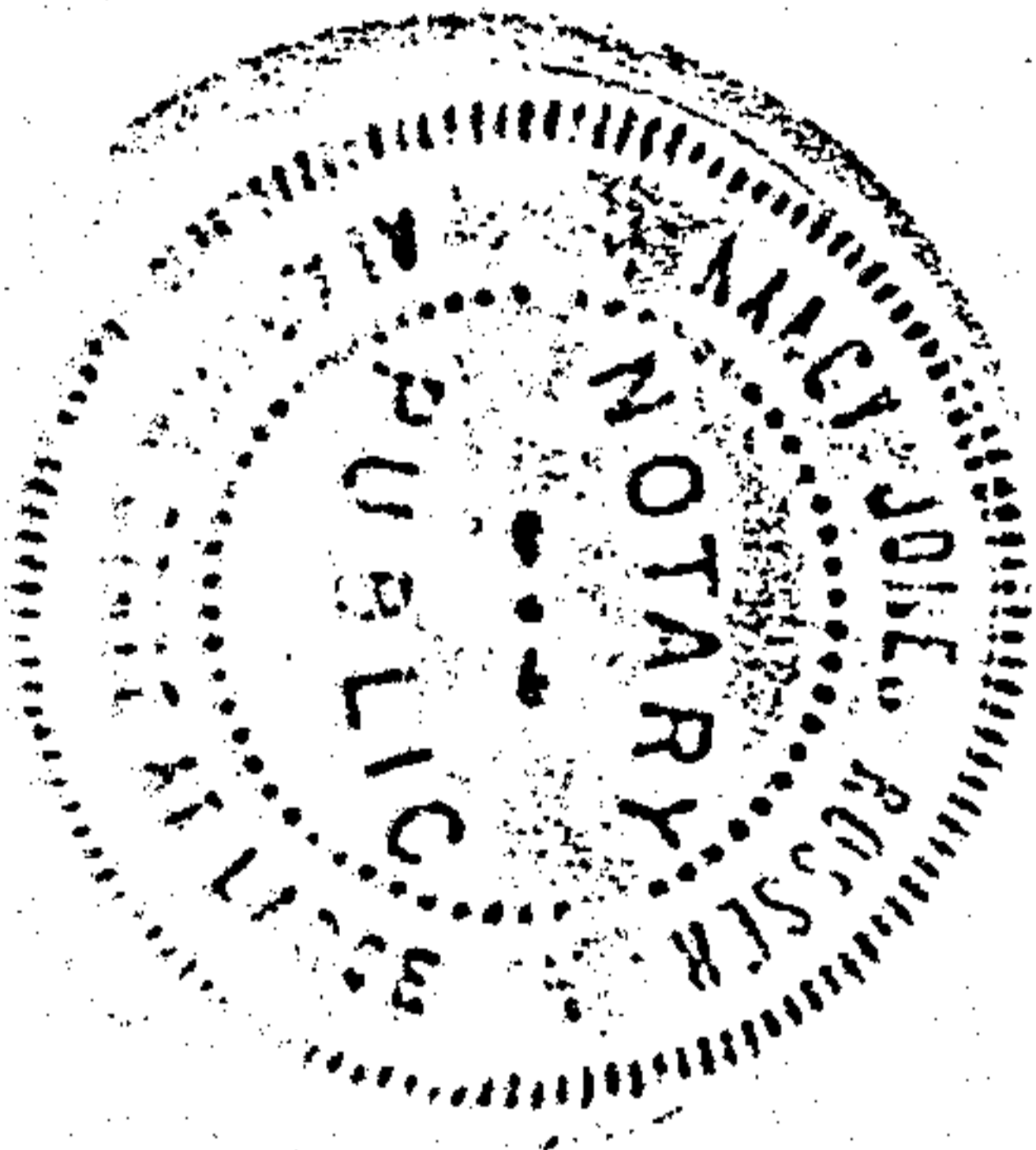
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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Nancy Jones Rosser, a Notary Public in
and for said county in said state, hereby certify that
Frank Abernathy, whose name is signed to the foregoing
instrument and who is known to me, acknowledged before me on
this day that, being informed of the contents of the within
instrument, he executed the same voluntarily on the day the
same bears date.

GIVEN under my hand and official seal of office,
this 28th day of June, 1978..

[NOTARIAL SEAL]



Nancy Jones Rosser
Notary Public
My Commission Expires July 17, 1979

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 JUL -5 AM 9:00

Thomas A. Snowman, Jr.
JUDGE OF PROBATE

Rec. 6.00
Dtd. 1.00
7.00

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