

47
STATE OF ALABAMA)

SHELBY COUNTY)

In consideration of one dollar paid by Richard W. Atchison and wife, Joanne H. Atchison, (hereinafter called Grantees) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Brookhaven Properties III, Inc., (hereinafter called Grantor) the Grantor does hereby grant, bargain, sell and convey unto the Grantees an easement and right-of-way for the installation, maintenance and operation of a sanitary sewer service line, in, over, under and along the following described land situated in the City of Hoover, Shelby County, Alabama:

A five foot wide strip of land in Lot 6, Altadena Woods - Fourth Sector, as recorded in Map Book 10, Page 62 in the Probate Office of Shelby County, Alabama, commencing at the Northeast corner of said Lot 6 and continuing from this point Southerly for a distance of 130 feet more or less along the lot line separating Lot 6 and Lot 4 to the Sewer Lateral.

All of said right-of-way easement lies in the SE $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama.

For the consideration aforesaid, the Grantor does grant unto the Grantees, their executors, heirs, assigns and transferees, the right and privilege of a perpetual use of the above-described lands for the above-described purposes, together with all rights and privileges necessary or convenient for the full use and enjoyments thereof, including the right of ingress to and egress from said strip of land and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) on, over, across or upon said strip of land which interferes with the lawful use of the above-described lands for the purposes stated herein.

The Grantor covenants with the Grantees that the Grantor has a good right to grant this easement in and across the above described premises, said right being set forth in Paragraph III G. of the Declaration of Protective Covenants as recorded in Book 111, Page 189 in the Probate Office of Shelby County, Alabama and that the Grantor will warrant and defend the title to the easement granted hereby from and against the lawful claims of all other persons whosoever.

972 Mountain Rd. Suite B.
Birmingham, AL 35213

BOOK 335 PAGE 795

After the installation of the sanitary sewer service line, and anytime thereafter when the surface of the above-described land is disturbed by the Grantees' exercise of their rights hereunder, the Grantees shall restore such disturbed area to its condition prior to the exercise of such rights.

By the acceptance of the easement granted hereby, the Grantees hereby agree that they shall indemnify the Grantor and hold the Grantor harmless from and against all claims, actions, causes of actions, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by, the Grantor on account of, or arising out of, the negligent exercise of the rights granted herein; provided, however, nothing herein shall be construed as requiring the Grantees to indemnify the Grantor against such claims, actions, causes of action, demands, damages, losses or expenses to the extent that they are caused by the negligent acts of the Grantor or the Grantor's agents.

In witness whereof, Brookhaven Properties III, Inc. and Richard W. Atchison and Joanne H. Atchison have caused this instrument to be executed on this the 1st day of April, 1991.

BROOKHAVEN PROPERTIES III, INC.

By: Albert B. Thomas
Its: President

ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert F. Thomasson whose name as President of Brookhaven Properties III, Inc., a corporation, is signed to the foregoing easement and right-of-way deed and who is known to me, acknowledged before me of this day that, being informed of the contents of said easement and right-of-way deed, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 1st day of April, 1991.

Carolyn L. Lusk
Notary Public

My Commission expires 12/19/92.

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

91 APR -1 AM 10:06

William A. Thompson, Jr.
JUDGE OF PROBATE

1. Deed Tax	0.50
2. Mtg. Tax	0.00
3. Recording Fee	2.50
4. Indexing	3.00
5. No Tax Fee	0.00
6. Certified Copy	1.00
Total	12.00

BOOK 335 PAGE 797