

GRANT OF AN EASEMENT

It is hereby agreed that ABM Developers, L L C, hereinafter called Grantor, for the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Anderton Family Trust, hereinafter called Grantee, does hereby, grant, sell and convey unto Grantor an easement and right-of-way upon and across the lands of Grantor which is specifically described as five (5) feet on either side of the common lot line of and between Lots 14 and 15 Rushing Parc Subdivision recorded in Instrument 1994-31592, and Map Book 19, Page 20, in the Probate Office of Shelby County, Alabama.

The right-of-way, easement, right and privileges herein granted shall be used only for the purpose of constructing, placing, installing, operating, repairing, and maintaining a pipe line for the transmission of water for the personal use of the Walter Anderton Family and for no other uses or purposes.

The easement rights and privileges granted shall be for so long as the Grantee shall operate said pipeline for water service for the purposes and uses herein described.

Grantor hereby binds itself, its successors and assigns to warrant and defend the above-described easement and rights unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easements, rights and privileges granted herein are non-exclusive, and Grantor reserves the right to convey similar rights and easements to such other persons or entities as it deems proper.

In addition to the easement, rights and privileges, herein conveyed, Grantee shall have the right to use so much of the surface of the above-described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities contemplated by this grant, so long as the installation is completed on or before February 15, 1995.

On completion of such construction and installation or the maintenance, repair, replacement of facilities contemplated hereby, Grantee shall replace and restore all fences, walls, shrubbery, sod, grasses or other landscaping, paving, curbs, gutters or structures which may have been relocated, removed, or damaged during the construction period and Grantee shall be fully responsible for reasonable compensation for any damages or destruction done during these periods of disturbance.

It is expressly agreed and understood that the easement, rights and privileges herein conveyed to Grantee are limited to the installation and maintenance of one two (2) inch, water pipeline for the personal use of the Walter Anderton Family.

The easement rights and privileges granted hereunder shall terminate when or at such time as the purposes hereof cease to exist, are abandoned by Grantee or become impossible of performance.

Should Grantee fail to perform any covenant undertaking or obligation arising hereunder all right and privileges granted hereby shall terminate and this agreement shall be of no further force or effect.

Grantor and its successors, assigns and grantee also retain, reserve, and shall continue to enjoy use of the surface of property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for

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drainage ditches and private driveways, walks, gardens, lawns, planting or parking areas, and other like uses.

IN WITNESS WHEREOF, this instrument is executed this 25th day of October, 1994.

Signed and acknowledged
in the presence of:

[Signature]

ABM Developers, L L C

By: Joseph P. McCormick
its Managing Member

Acceptable and Agreed:
Anderton Family Trust.

Trustees
By:

Walter C. Anderton
Marian B. Anderton

STATE OF ALABAMA
JEFFERSON COUNTY

I, a Notary Public in and for said County in said State, hereby certify that Joseph P. McCormick, whose name as Managing Member of the ABM Developers, L L C, an Alabama Limited Liability Company, is signed to the foregoing Grant of an Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Grant of an Easement, he/she, as such member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this 25th day of October, 1994.

[Signature]
NOTARY PUBLIC

STATE OF ALABAMA
JEFFERSON COUNTY

I, a Notary Public, in and for said county in said State, hereby certify that Walter C. Anderton
Marian B. Anderton whose name(s) as Trustees to the Anderton Family Trust, is/are signed to the foregoing Grant of Easement and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the Grant of Easement, he/she, in his/her capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of December 1994.

[Signature]
NOTARY PUBLIC

This instrument was prepared by:
James R. Moncus, Jr.
1318 Alford Ave. Suite 102 Inst # 1995-00202
Birmingham, AL 35226

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