
GRANT OF WATER RIGHTS AND RELATED EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS GRANT OF WATER RIGHTS AND RELATED EASEMENT is made and entered into by **Mildred L. Orr (f/k/a Mildred L. Bolton)**, an individual (the "Grantor") in favor of **Arthur P. Bolton, III**, an individual (the "Grantee").

RECITALS:

A. Grantor is the owner of two parcels of land more particularly described in Exhibit A attached hereto (the "Easement Property"). Grantee is the owner of a 1.82 acre (more or less) parcel of property more particularly described in Exhibit B (the "Benefitted Property") which is contiguous to the Easement Property and which is currently improved with a house and a pool. Water is currently supplied to the Benefitted Property by a spring and related equipment and fixtures located upon the Easement Property.

B. Grantor and Grantee desire to make and record this instrument for the purpose of permitting the Grantee and Grantee's successors and assigns to use the spring located on the Easement Property and the associated equipment and fixtures currently in place (i.e., the existing pump, water lines, and related fixtures) for domestic consumption and uses (including the pool) of water at the Benefitted Property and for other purposes, as herein prescribed.

NOW, THEREFORE, in consideration of Ten & no/100 Dollars to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee, his heirs, successors, and assigns (i) the perpetual right to obtain water from the spring located upon the Easement Property for domestic consumption and uses (including the pool) of water at the Benefitted Property and (ii) a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Property to the extent necessary or appropriate to fully use the spring located on the Easement Property and to maintain and/or replace the associated equipment and fixtures, including, without limitation, the pump, water lines and related fixtures. In connection herewith, Grantor expressly agrees, and by acceptance hereof Grantee agrees, as follows: (i) that the cost of electrical service and maintenance and repair of the existing equipment and fixtures shall be shared equally (i.e., 50% each) by the Grantor and the Grantee, (ii) as and when any or all of the existing equipment or fixtures, or both, wear out, Grantee will have the right to install, maintain, and operate separate new equipment and fixtures serving only the Benefitted Property if the owners of the Easement Property and the Benefitted Property are unable to agree on joint financing, installation and operation of replacements, and (iii) Grantee shall have the right to enter upon the Easement Property when and to the extent necessary to exercise his rights hereunder. This easement and the rights herein shall be perpetual, except that if public water service is hereafter provided by the City of Alabaster or any other municipality to a point where Stage Coach Road adjoins the Benefitted Property and connection to such water service is available for improvements on the Benefitted Property, then the easement and the rights hereby granted will terminate as soon thereafter as would be reasonably necessary for the Benefitted Property to be connected to such service. This easement and the other rights and obligations set forth herein shall run with the land and, as such, shall be binding upon and inure to the benefit of the Grantor and the Grantee and their heirs, executors,

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administrators, successors, and assigns. Grantor represents and warrants that the Easement Property does not constitute the homestead of the Grantor or her spouse.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this the 14 day of October, 1997.

Mildred L. Orr
Mildred L. Orr

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mildred L. Orr whose name 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 executed the same voluntarily.

Given under my hand this 14th day of October, 1997.

Catherine M. Mills
Notary Public
My Commission Expires: 11-2-98

THIS INSTRUMENT WAS PREPARED BY:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
800 Shades Creek Parkway
Suite 325
Birmingham, Alabama 35209
(205) 414-1212
RE-2871

EXHIBIT A

The following described parcels of land located in the NW 1/4 of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

PARCEL I:

Commence at the NW corner of the NW 1/4 of said Section 36; thence South 86°11'13" East along the north line of said Section 36 a distance of 618.71 feet; thence South 3°48'47" West a distance of 263.06 feet to the point of beginning; thence South 21°29'02" East a distance of 156.25 feet; thence North 79°50'32" East a distance of 267.94 feet; thence South 10°07'17" East a distance of 95.53 feet; thence North 79°43'02" East a distance of 18.44 feet; thence North 17°23'19" West a distance of 279.27 feet; thence South 74°05'51" West a distance of 283.28 feet to the point of beginning.

PARCEL II:

Commence at the NW corner of the NW 1/4 of said Section 36; thence South 86°11'13" East along the North line of said Section 36 a distance of 618.71 feet; thence South 3°48'47" West a distance of 263.06 feet; thence South 21°29'02" East a distance of 156.25 feet to the point of beginning; thence continue along the last described course a distance of 404.84 feet; thence North 87°41'52" East a distance of 446.54 feet to the west R.O.W. line of Stage Coach Road (Prescriptive R.O.W.); thence North 21°29'15" West a distance of 370.07 feet; thence South 79°43'02" West a distance of 181.27 feet; thence North 10°07'17" West a distance of 95.53 feet; thence South 79°50'32" West a distance of 267.94 feet to the point of beginning.

EXHIBIT B

Commence at the NW Corner of the NW 1/4 of Section 36, Township 21 South, Range 3 West; thence S 77deg-52'54" E along the North line of said Section 36 a distance of 494.74'; thence S 13deg-14'02" E a distance of 290.08; thence N 82deg-20'51" E a distance of 283.28' to the POINT OF BEGINNING; thence continue along last described course a distance of 272.60'; thence S 9deg-22'20" E a distance of 296.84'; thence S 83deg-09'16" W a distance of 112.23'; thence S 87deg-58'02" W a distance of 162.83'; thence N 9deg08'19" W a distance of 279.27' to the Point of Beginning. Containing 1.82 acres, more or less.

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