

For and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Townbuilders, Inc. (hereinafter called GRANTOR"), does hereby GRANT, BARGAIN, SELL and CONVEY to the Mt Laurel Homeowners Association, its successors and assigns (hereinafter called "GRANTEE"), an easement for a sanitary sewer and other utilities to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities which include above and below ground valves, wires, conduits, pipe fittings, inlets and location markers, all within the perimeter of the easement described, under and upon the lands of GRANTOR in the County of Shelby, State of Alabama, to-wit:

A part of Lot 7-05, Block 7 according to the survey of Mt Laurel – Phase I-A as recorded in Map Book 27, Page 72-B in the Probate Office of Shelby County, Alabama, being situated in the NE ¼ of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

A strip of land 10 feet wide, 5 feet wide on both sides of, and parallel and contiguous to the following described centerline; Commence at the Northeast corner of Lot 7-05, Block 7 according to the survey of Mt Laurel – Phase I-A as recorded in Map Book 27, Page 72-B in the Probate Office of Shelby County, Alabama and run in a northwesterly direction along the northeastern lot line of said lot for distance of 35.5 feet to the POINT OF BEGINNING; thence turn an angle to the left of 92°52'45" in a southwesterly direction and run for a distance of 31.75 feet to a point on the southern lot line of said lot, said point being the POINT OF ENDING.

GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same, to the free right of ingress to and egress over and across adjacent lands to and from said easement. The GRANTEE shall be responsible for replacing or repairing any of the GRANTOR's facilities which are removed or damaged while working within this easement.

The rights herein granted are non-exclusive and GRANTOR reserves and retains the right, for himself, his heirs, executors, administrators, successors, assigns and invitees, to travel across said easement and to use the premises for decks, porches, walkways, steps, etc, provided that such use shall not materially interfere with the use of the said easement by GRANTEE, its agents, employees or contractors.

GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD UNTO GRANTEE, its successors and assigns, as permitted and subject to the above, for so long as the rights and easements herein granted, or any one of them, shall be used by GRANTEE for the purpose of utility mains and services, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE. And the undersigned hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this
31st day of October, 20 03.

GRANTOR:

By: John O. Freeman Jr
John O. Freeman, ~~Esq.~~ Jr.
Vice President, Townbuilders, Inc

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that John O. Freeman, ~~Esq.~~ Jr., whose name as Vice President of Townbuilders, Inc. 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 foregoing instrument, he executed the same voluntarily for and as the act of the said corporation as such officer on the day the same bears date.

Given under my hand and official seal on this the 31st day of October, 2003.

Ally Ucle
Notary Public
My Commission expires 8/24/04

Allison May