

1889

This Instrument Prepared By:
John N. Randolph
Route 1, Box 837
Leeds, AL 35094

STATE OF ALABAMA

SHELBY COUNTY

EASEMENT

FOR VALUE RECEIVED, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, Sidney W. Smyer, Jr., a married man ("Grantor"), does by these presents grant, bargain, sell and convey unto Hollybrook Lake Corporation, a Corporation, its successors and assigns ("Grantee"), a perpetual and exclusive easement, for the uses and purposes hereinafter enumerated, in and to a certain strip of land, more particularly described as follows, to-wit:

A strip of land fifty (50) feet in width from the high water mark of Hollybrook Lake as the same is depicted in the survey of Hollybrook Lake, First Sector, as recorded in Map Book 4, page 74, in the Probate Court of Shelby County, Alabama.

Said strip of land is hereinafter referred to as the "easement area."

The easement herein described is hereby imposed upon upon all real estate owned by the grantor lying in the NE 1/4 of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama, which adjoins the most southwesterly slough of Hollybrook Lake.

Please Note: The above described real estate does not constitute the homestead of the Grantor or that of his spouse.

In return for the consideration as aforesaid, Grantor hereby adopts and assumes the following covenants and restrictions, which are hereby imposed upon the occupancy and use of the easement area by the Grantor, his heirs, executors, administrators, successors and assigns, and which shall run with and constitute a servitude upon the easement area, and shall inure to the benefit of the Grantee, its successors and assigns, to-wit:

1. No permanent or non-permanent structure of any kind, including, but not limited to, residences, roadways, boathouses, fences, docks, commercial or industrial structures, power or telephone poles, piers, gazebos, decks, porches, mines, pits, wells, pumphouses, walkways, sheds, trailers, signs, dumps, pipe lines, ditches, sewerage and waste outfalls, antennas, television dishes, vehicles, boats and recreational units shall be placed or erected in the easement area.

2. No permanent changes in the topography of the landscape or land surface, except for those caused by the forces of nature, shall be permitted in the easement area.

3. No trees, shrubs, plants or bushes shall be cut, pruned, felled, removed or destroyed on the land in the easement area except for dead trees for the reason of safety.

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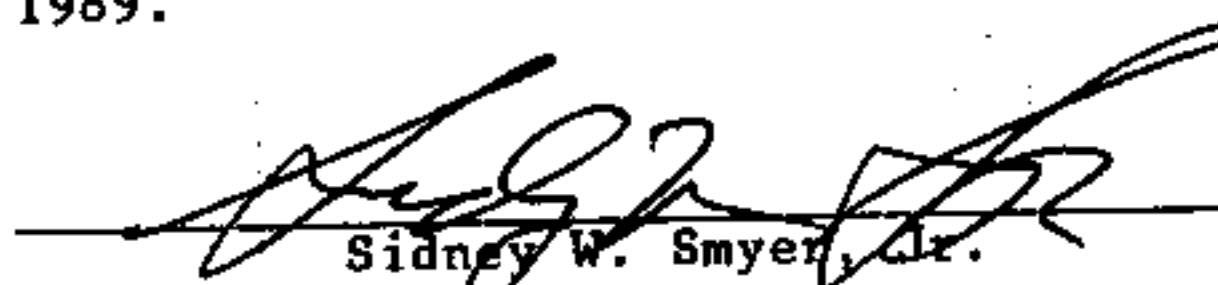
Sidney W. Smyer, Jr.

4. Grantor may not pump or remove water from Hollybrook Lake, nor may he discharge sewerage or waste into Hollybrook Lake.

The granting of this easement is not intended to permit or in any way give the public the right to enter upon the easement area for any purpose.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns, forever; and the Grantor does, for himself, his heirs, administrators, executors, successors and assigns, covenant with the Grantee, its successors and assigns, that he is lawfully seized in fee simple of the said easement area, that the same is free from all encumbrances except as herein noted, that he has a good right to sell and convey the same as aforesaid, and that he will, and his heirs, administrators, executors, successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

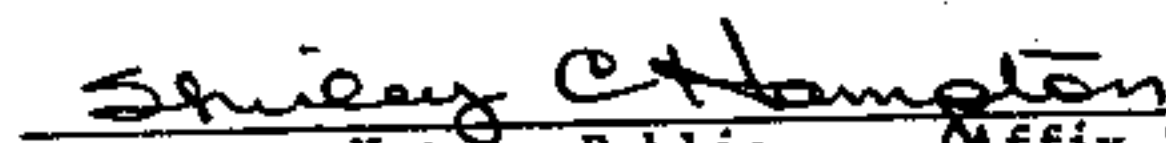
IN WITNESS WHEREOF, the Grantee has hereunto set his hand and seal this 23 day of January, 1989.

 (L.S.)
Sidney W. Smyer, Jr.

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STATE OF ALABAMA
JEFFERSON COUNTY

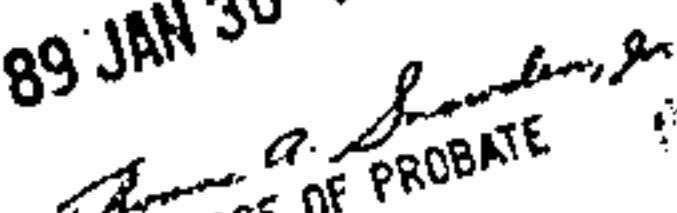
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sidney W. Smyer, Jr., a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of January, 1989.


Notary Public (Affix Seal)

1-26-93

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
89 JAN 30 AM 8:10


JUDGE OF PROBATE

1. Deed Tax	\$ <u>50</u>
2. Mtg. Tax	<u>500</u>
3. Recording Fee	<u>100</u>
4. Indexing Fee	<u>650</u>
TOTAL	