

\$4.00
 7.50
 \$11.50
 1.00 copy
 \$12.500

STATE OF ALABAMA)
COUNTY OF SHELBY)

207
EASEMENT

28th This easement made and entered into this day of December, 1989, by and between Meadow Brook Heights, an Alabama General Partnership, hereinafter "Grantor" and Eddleman Properties, Inc., an Alabama Corporation, hereinafter "Grantee":

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents and assigns, a right of way and easement in perpetuity, over and under the land hereinafter described, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to construct, erect and maintain in a good workmanlike manner an entrance sign and any related electrical lines, fixture, cables, wires and conduits for lighting of said sign, on and upon the following described land, situated in Shelby County, Alabama:

An easement situated in Lot 88-A, according to the survey of Meadow Brook, 18th Sector, 1st Phase, as recorded in Map Book 10, Page 26 in the Office of the Judge of Probate of Shelby County, Alabama.

Said Signage to be located in said easement on Lot 88-A, Meadow Brook, 18th Sector, 1st Phase, shall front on the Bradford Place side of said Lot 88-A.

Further, there shall be a right of way for ingress and egress to, over and under said premises at any and all times for the purposes of constructing, erecting, inspecting, maintaining, repairing, replacing, renewing, adding to or changing in any manner, the entrance sign, related electrical lines, cables, conduits, fixtures and wires for lighting of said sign and for the initial landscaping and future maintenance of the landscaping, flora, grounds and lawn surrounding said entrance sign, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

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Conley Meadows

Further, said signage shall contain the following wording: Meadow Brook Highlands, an Eddleman Community.

The Grantee, Eddleman Properties, Inc., shall have in its sole discretion the ability to change or alter the signage and landscaping in said easement at any time. The Grantee shall have the right to assign or transfer this easement. Any proposed changes or alterations to said signage and landscaping by subsequent assignees or transferees of the Grantee must obtain the written approval of Eddleman Properties, Inc., its successors, agents or assigns before commencement of any changes or alterations. The Grantee, Eddleman Properties, Inc. shall have the right to transfer its authority and rights of approving changes or alterations to a third party, its successors and assigns.

TO HAVE AND TO HOLD, Unto the said Eddleman Properties, Inc., an Alabama Corporation, its successors, agents and assigns, forever, subject to the following terms and conditions:


1. The grant of this easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, agents and assigns.

2. The grantee herein, Eddleman Properties, Inc., its successors, agents and assigns shall have the exclusive ability to control the appearance and format of the entrance sign and landscaping and shall have exclusive control of the name of the subdivision which appears on the entrance sign and the ability to make changes or alterations in the appearance, format or name(s) contained thereon.

Together with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of December, 1989.

Meadow Brook Heights,
an Alabama General Partnership

By: 
Douglas D. Eddleman,
General Partner

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State hereby certify that Douglas D. Eddleman, whose name as General Partner of Meadow Brook Heights, an Alabama General Partnership, 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 above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said partnership, acting in his capacity as general partner as aforesaid.

Given under my hand and seal of office this 28th day of December, 1989.

Dorise C. Collins
Notary Public
My Commission Expires: 5/21/1990

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

90 JAN -4 PM 2:45

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Doc. Tax	\$ 50
	7.50
	3.00
	1.00
Fee	\$ 1.00
Total	\$ 12.00