

1115

STATE OF ALABAMA)

SHELBY COUNTY)

**GRANT AND DECLARATION OF EASEMENT
FOR INGRESS AND EGRESS AND UTILITIES**

THIS EASEMENT made and declared as of this 16th day of February, 1990 by and between CPR Partnership, an Alabama general partnership (the "Grantor") and International Expeditions, Inc., an Alabama corporation, Steven T. Cox and Janet P. Cox, individuals, Richard B. Ryel and Patricia A. Ryel, individuals, James V. Peavy, Jr. and Lee A. Peavy, individuals, Stephen R. Woolsey and Elaine M. Woolsey, individuals, Allen J. Uffinger and Antoinette S. Uffinger, individuals, and CPR Partnership (hereinafter jointly "Grantees" and individually, "Grantee.")

WITNESSETH:

WHEREAS:

- (a) The Grantor is the owner of all of the real property located in Shelby County, Alabama described on Exhibit "A" attached hereto and incorporated herein (the "Premises") which is a parcel located off of Shelby County, Road 13;
- (b) A subdivision plat has been recorded subdividing the property into Lots 1 through 8 of Environs Park, a Subdivision. Such plat is recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama;
- (c) Grantor has or soon will convey portions of said property as follows: Lot 1 to International Expeditions, Inc., Lot 8 to Stephen R. Woolsey and Elaine M. Woolsey, Lot 3 to Steven T. Cox and Janet P. Cox, Lot 5 to Richard B. Ryel and Patricia A. Ryel, Lot 6 to Allen J. Uffinger and Antoinette S. Uffinger, Lot 7 to James B. Peavy, Jr. and Lee A. Peavy, reserving Lots 2 and 4 to sell for future use or sale and reserving ownership of the 60-foot roadway easement connecting the subdivision with Shelby County Lot 13;
- (d) In connection with the development, construction and improvement of the Premises, and in order to provide ingress to and egress from the Premises, and in order to permit the construction, installation, placement, connection or tying to utilities of every type and kind, expressly including water lines, sewer lines, telephone lines, and electrical or power lines within the boundaries of the Premises, the Grantees have requested that the Grantor grant to the Grantees these easements for such purposes over and through the Premises;

Land Title

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- (e) The Grantor is willing to establish an easement over and through the Premises in accordance with the terms and provisions hereinafter set forth; and
 - (f) This easement and the terms hereof are to govern over the general Declaration of Eastment made and declared on the recorded subdivision plat.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does declare and the Grantor and the Grantees covenant and agree for themselves, their successors and assigns, as follows:

1. **DECLARATION AND GRANT OF EASEMENT.** The Grantor hereby grants, sells and conveys unto the Grantees, their successors, assigns and others described herein, subject to the limitations, terms and conditions herein, and other matters of record, a non-exclusive cross-easement for ingress and egress for vehicular and pedestrian traffic upon, over and through the Premises and a non-exclusive cross-easement for the construction, installation, placement, connection or tying to utilities of every type and kind, expressly including water lines, sewer lines and electrical or power lines which may be placed in, on or under the surface of the Premises as set forth herein. These cross easements shall both burden every lot comprising the Environs Park Subdivision and benefit each lot. In addition, Grantor does hereby declare, grant, sell and convey unto the Grantees a non-exclusive easement for ingress and egress over that certain sixty-foot strip of land described on Exhibit "A", which is attached hereto and incorporated herein by reference. The Grantor further declares, grants, sells and conveys unto the Grantees, their successors and assigns, a non-exclusive right and easement in favor of the Grantees to use any lakes on the Premises and any pathways or shorelines within five feet of the edge of such lakes for the purpose of boating, fishing and general recreation.

It is expressly agreed that these easements shall be for the non-exclusive use and benefit of the Grantees, their successors and assigns, and guests, and their respective customers, tenants, invitees, licensees, lessees, and employees at all times during the term hereof, for the purposes and subject to the limitations described herein, and Grantor may declare similar or other rights of use in the Premises to others.

2. **IMPROVEMENTS ON EASEMENT PREMISES.** It is understood that with respect to all lots of Environs Park except Lot 4, it is anticipated that either a commercial structure, office building or residence will be constructed. Accordingly, in exercising any of the rights hereunder, it is understood that the owner of each lot retains the right to construct such structures as it may desire on those lots and that roadway easements or utility easements will not be located in such a manner as to run through, beneath or over any such improvements nor to interfere with the reasonable use and enjoyment of each lot by its owner. Similarly, each owner agrees not

to construct improvements on such owner's lot in a manner to make impractical the realization of the benefit of the easements granted hereunder. These easements are granted and declared prior to the development of any of the lots and, accordingly, are intentionally general and blanket in nature. However, once initial improvements are built on any particular lot and the roadways through the subdivision are established and utility easements are run to each lot, every party hereto agrees to execute such further documentation as may be reasonable and appropriate in order to specifically locate by metes and bounds descriptions the location of each easement and to amend this document accordingly. In the event of any dispute as to the location of easements, improvements or form of documentation to carry out the intent hereof, such disputes shall be resolved in accordance with Paragraph 3 below.

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3. **DISPUTE RESOLUTION.** Any disputes arising under this document shall be resolved by a vote of the Environs Park Architectural Committee (the "Committee"). The Committee shall initially be composed of Steven T. Cox, Richard B. Ryel and James V. Peavy, Jr. who shall serve for the five (5) years following the filing of this Easement. In the event that any of these three Committee members shall die, become disabled or resign, their replacement shall be elected by the remaining Committee members. After such five (5) year period, the then owners of the various lots constituting Environs Park shall elect three (3) persons to serve on the Committee for a five (5) year term. Similar elections shall be held at five (5) year intervals thereafter provided that in the event of a failure to hold an election, the persons previously serving shall continue to serve until their successors are duly elected. Each Grantee owning a parcel of the Premises shall have one (1) vote. The three (3) individuals receiving the most votes shall comprise the Committee for the next five (5) years. A quorum of such Committee shall consist of two (2) members and the vote of at least two (2) members shall be required to decide any matter hereunder. Decisions of the Committee shall be binding on all Grantees, their successors and assigns and shall run with the land.

4. **ARCHITECTURAL DESIGN.** In order to assure that improvements built in Environs Park are done in a manner harmonious with nature and with each other, before any structures are built, the plans and specifications therefor, including materials to be used and exterior appearance, shall be submitted to the Committee. In the event the Committee shall disapprove such plans and specifications within thirty (30) days after written submission thereto, the owner wishing to build improvements must revise such plans in accordance with the Committee's requirements. Submission in writing to any two (2) members of the Architectural Design Committee shall be deemed to satisfy this requirement, and failure of the Committee to approve or disapprove within thirty (30) days after submission shall be deemed an automatic approval.

5. **MAINTENANCE OF EASEMENT PREMISES.** The Grantees shall maintain and keep in good repair any portion of the easements located on their lot and shall keep any right-of-ways located on their lot free and clear of rubbish and obstructions of every nature.

6. **COVENANTS RUNNING WITH LAND.** The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the Premises or any portion thereof and all persons claiming under them.

7. **PRIVATE EASEMENT.** The easements, rights and privileges established, created and declared in this instrument are for the benefit of the owners of the property referred to herein as the Premises, their successors and assigns, and shall be construed only as creating a private right in such persons and not of creating any rights in the public.

8. **TERM.** These easements shall continue to run for a period of twenty (20) years from the date hereof, provided that they may be terminated at any time by a vote of the owners of at least three-fourths (3/4) of the lots comprising Environs Park. Further, these easements and restrictions may be extended for an additional term of twenty (20) years by a document filed and recorded in the Probate Office of Shelby County, Alabama, and signed by the owners of at least seventy-five percent (75%) of the lots comprising Environs Park. These restrictions and easements may be amended at any time by recording an instrument in the Office of the Judge of Probate of Shelby County, Alabama, setting forth such amendment and being signed by seventy-five percent (75%) of the owners of the lots of Environs Park.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

GRANTOR:

CPR PARTNERSHIP

By: Richard E. Ryel
Its: General Partner

GRANTEES:

INTERNATIONAL EXPEDITIONS, INC.

By: Richard E. Ryel
Its: Manager

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Stephen T. Cox
STEVEN T. COX

Janet P. Cox
JANET P. COX

Richard B. Ryel
RICHARD B. RYEL

Patricia A. Ryel
PATRICIA A. RYEL

James V. Peavy, Jr.
JAMES V. PEAVY, JR.

Lee A. Peavy
LEE A. PEAVY

Stephen R. Woolsey
STEPHEN R. WOOLSEY

Elaine M. Woolsey
ELAINE M. WOOLSEY

Allen J. Uffinger
ALLEN J. UFFINGER

Antoinette S. Uffinger
ANTOINETTE S. UFFINGER

CPR PARTNERSHIP

By: Richard B. Ryel
Its: General Partner

STATE OF ALABAMA)
SHELBY)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard B. Ryel, whose name as General Partner of CPR PARTNERSHIP, an Alabama general partnership, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of February, 1990.

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

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STATE OF ALABAMA)
SHELBY)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard B. Ryel, whose name as President of INTERNATIONAL EXPEDITIONS, INC., an Alabama corporation, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of February, 1990.

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Steven T. Cox, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1990.

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

BOOK 279 PAGE 301
STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Janet P. Cox, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1990.

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Richard B. Ryel, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1989

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Patricia A. Ryel, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1989

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

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STATE OF ALABAMA)
~~SHELBY~~
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that James V. Peavy, Jr., an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1990

Bradley G. Siegal
Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES NOVEMBER 27, 1993

STATE OF ALABAMA)
~~SHELBY~~
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Lee A. Peavy, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1990

Bradley G. Siegal
Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES NOVEMBER 27, 1993

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STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Stephen R. Woolsey, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1999

Bradley G. Siegel
Notary Public

My Commission Expires: MY COMMISSION EXPIRES NOVEMBER 27, 1993

STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Elaine M. Woolsey, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1999

Bradley G. Siegel
Notary Public

My Commission Expires: MY COMMISSION EXPIRES NOVEMBER 27, 1993

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STATE OF ALABAMA)

~~SHELBY~~
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Allen J. Uffinger, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1999

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1999

My Commission Expires: _____

STATE OF ALABAMA)

~~SHELBY~~
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Antoinette S. Uffinger, an individual whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February,
1999

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1999

My Commission Expires: _____

STATE OF ALABAMA)
 SHELBY
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard B. Pyel, whose name as General Partner of CPR PARTNERSHIP, an Alabama general partnership, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of February, 1993.

Bradley G. Siegal
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: _____

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EXHIBIT "A"

Lots 1 through 8 of the Environ's Park Subdivision as recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress and egress as recorded in Real 58, Page 326, in the Probate Office of Shelby County, Alabama.

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

90 FEB 19 AM 8:16

Thomas H. Shawcross, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$.50
2. Mtg. Tax	\$
3. Recording Fee	\$ 32.50
4. Indexing Fee	\$ 7.30
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 41.30