

This instrument prepared by:
Jerome K. Lanning
✓ 2900 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 458-9400

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT made and entered into by and between S. W. Smyer, Jr., a married man, Harald L. Smyer, a married man, and Ingrid F. Smyer, an unmarried (wo) man, who is one and the same as Ingrid Frances Smyer-Dubrow (hereinafter collectively called "Smyer") and Big Pine Fishing Club, an Alabama corporation (hereinafter called the "Club").

WITNESSETH

WHEREAS, by deed dated May 29, 1963, and recorded in Book 225, Page 560 in the office of the Judge of Probate of Shelby County, Alabama, S. W. Smyer, Jr. conveyed to the Club land in parts of Sections 24 and 25, Township 18 South, Range 1 West, Shelby County, Alabama on which are situated two fishing lakes ("Club Land"); and

WHEREAS, Smyer desires to secure an easement across the dam of the northernmost lake on the Club Land; and

WHEREAS, Club desires to secure an easement for a natural buffer around the lakes located on the Club Land.

NOW, THEREFORE, in consideration of the mutual agreements herein made, the parties hereby agree, grant and covenant as follows:

Inst # 1993-08112

03/25/1993-08112
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HJS 14.00

1. If and when a golf course is constructed on Smyer land adjacent to the Club Land (the "Smyer Land"), the Club agrees to grant to Smyer an easement for a golf cart path across the dam of the "little" lake on the Club Land (the most northerly lake), provided that the construction and use of such cart path will not adversely affect the structural integrity of said dam.

2. Smyer does hereby grant, bargain, sell and convey to the Club an easement over the Smyer Land to the extent necessary to establish a natural buffer extending 100 feet from the water's edge of the two lakes now situated on the Club Land, it being understood and agreed by the parties hereto that such easement shall only be established with respect to those areas of the Smyer Land located within 100 feet of the existing water's edge of the two lakes now situated on the Club Land, said easement (the "Easement") being granted subject to the following terms, covenants, conditions and limitations:

(a) The Easement herein granted is for the purpose of providing a natural buffer on which all construction and development shall be prohibited except as herein provided for.

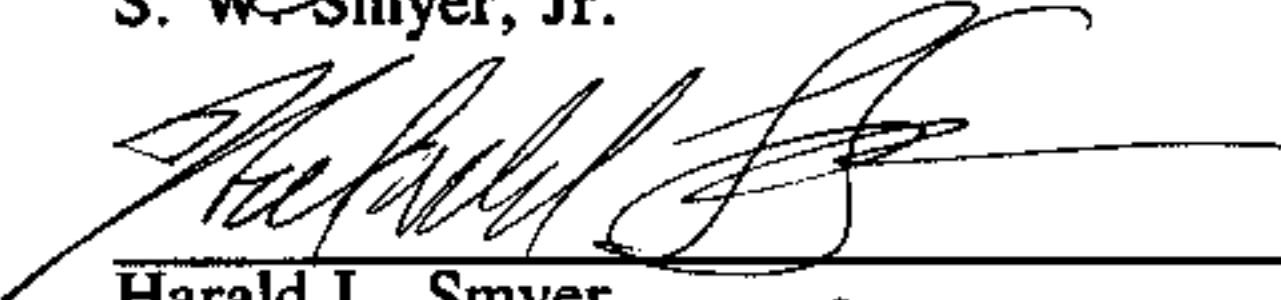
(b) If and when a golf course is constructed on the Smyer Land some mutually agreed golf course use of the Easement would be permitted, provided such use does not compromise the benefits afforded Club by this Easement.

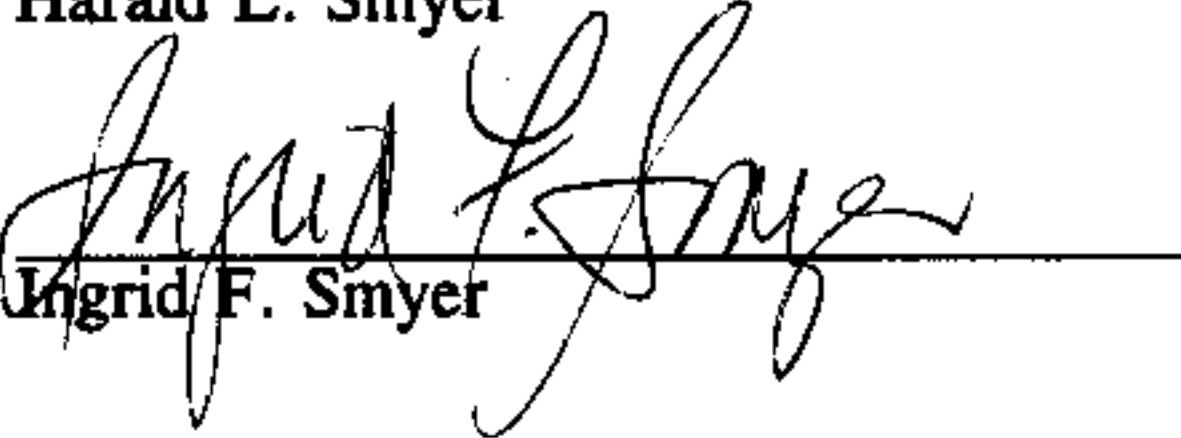
(c) If and when any golf course or residential, or other construction on Smyer Land is begun, Smyer will make every effort to protect the watershed of the lakes on the Club Land and not pollute the waters of such lakes.

3. The Easement and all rights and obligations hereunder shall run with the land and inure to and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the undersigned parties have executed this instrument as of the 19th day of March, 1993.


S. W. Smyer, Jr.


Harald L. Smyer


Ingrid F. Smyer

Big Pine Fishing Club

By: 
Its Vice ~~dent~~ President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that S. W. Smyer, Jr. 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, he executed the same voluntarily on the day the same bears dated.

Given under my hand and official seal this 10th day of March, 1993.


Notary Public
My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 12, 1994

STATE OF New Mexico)
Bernalillo COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harald L. Smyer 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, he executed the same voluntarily on the day the same bears dated.

Given under my hand and official seal this 12th day of March, 1993.

OFFICIAL SEAL
GLORIA CHARLTON
NOTARY PUBLIC - STATE OF NEW MEXICO
My Comm. Exp. With Secretary of State

June 18, 1994

Gloria Charlton
Notary Public

My Commission Expires:

June 18, 1994

STATE OF Mass)
Norfolk COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ingrid F. Smyer, who is one and the same as Ingrid Frances Smyer-Dubrow, 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 on the day the same bears dated.

Given under my hand and official seal this 13 day of March, 1993.

Walter Mulock
Notary Public

My Commission Expires:

WALTER MULOOK
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOV. 14, 1997

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles H. Peay, Jr., whose name as Vice President of Big Pine Fishing Club, an Alabama corporation, 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 said instrument, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Inst # 1993-08112 Given under my hand and official seal, this 19th day of March, 1993.

Pamela H. Peay
Notary Public

My Commission Expires:

Feb 14, 1994