

STATE OF ALABAMA)
COUNTY OF SHELBY)

SIGN EASEMENT

This Easement made and entered into this 8th day of March, 1995, by and between AFTCO Properties, Inc., an Alabama Corporation, hereinafter "Grantor", and River Highlands Homeowners' Association, Inc., an Alabama Non-Profit Corporation, hereinafter "Grantee";

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and 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 warranty 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 a lighted brick entrance sign and related electrical lines, fixtures, cables, wires and conduits for lighting of said sign, and maintenance of landscaping on and upon the following described land, situated in Shelby County, Alabama,

A parcel of land containing 200 square feet, located in the south half of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama, being part of Lot 1, River Highlands, as recorded in Map Book 19, Page 111, in the Office of the Judge of Probate of Shelby County, Alabama; more particularly described as follows:

Commence at the Northeast corner of said Lot 1, also being the Northwest corner of Lot 34, The Highlands - Sector 1 as recorded in Map Book 17, Page 100, along the southerly right of way of Highlands Drive, also being the point of beginning; thence run Southwesterly along said right-of-way a distance of twenty feet; thence left 90 degrees 00 minutes, 10 feet Southeasterly; thence left 90 degrees 00 minutes, 20 feet Northeasterly to the Easterly property line of said Lot 1; thence left 90 degrees 00 minutes, 10 feet to the point of beginning.

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 purpose of constructing, inspecting, maintaining, repairing, replacing, renewing or adding to the brick entrance sign, related electrical lines, cables, conduits, fixtures and wires for lighting and for maintenance of the landscaping, flora, grounds, and lawn surrounding said brick entrance sign, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

TO HAVE AND TO HOLD, Unto the said the River Highlands Homeowners' Association, Inc., an Alabama Non-Profit Corporation, its successors agents and assigns, forever, ~~04/08/1995-08299~~ the following terms and conditions:

09:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.50

CLAYTON I. SWEENEY, ATTORNEY AT LAW

Inst # 1995-08299

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, its successors, agents and assigns.

2. The grantor herein, AFTCO Properties, Inc., its successors, agents and assigns shall have the exclusive ability to control the appearance and format of the entrance sign and have exclusive control of the name of the subdivision which appears on the entrance sign, and the ability to make changes in the appearance, format or name(s) contained thereon until such time as the Grantor transfers operating control of the Association to the Grantee.

3. The grantee herein, River Highlands Homeowners' Association, Inc. its successors, agents and assigns shall have the duty and responsibility for the maintenance of said easement.

4. Subsequent Purchaser(s) of said Lot 1, shall not have the right to place and maintain a driveway across said easement for ingress and egress to the residence to be constructed on said Lot 1.

Together with the subject to 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, AFTCO Properties, Inc., by its President, Albert F. Thomasson, has caused this easement to be executed this the 8th day of March, 1995.

AFTCO PROPERTIES, INC.
an Alabama Corporation

By: Albert F. Thomasson
Albert F. Thomasson
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

04/03/1995-08299
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.50

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Albert F. Thomasson, whose name as President of AFTCO Properties, Inc., 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 the above and foregoing instrument, 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 of office this 8th day of March, 1995.

W. Lee
NOTARY PUBLIC

My Commission Expires: 5-29-95