

STATE OF ALABAMA)
)
SHELBY COUNTY)

GRANT OF NON-EXCLUSIVE PERPETUAL EASEMENT

THIS GRANT OF NON-EXCLUSIVE PERPETUAL EASEMENT made this 12th day of July, 1996, by and among **DEERWOOD LAKE LAND COMPANY**, an Alabama non-profit corporation ("Grantor") and **SHERWOOD STAMPS**, an individual ("Grantee").

RECITALS

- A. Grantor is the owner of an access road connecting Deerwood Lake Subdivision to Old Highway 280 in Shelby County, as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "Access Road"), as well as an interior road for Deerwood Lake Subdivision (the "Interior Road").
- B. Grantee is the owner of approximately sixty-eight (68) acres of land adjacent to Deerwood Lake Subdivision as more particularly described on Exhibit "B" attached hereto and incorporated by reference herein (the "Property").
- C. Grantee has previously executed and filed various restrictive covenants (the "Restrictive Covenants") concerning the Property whereby Grantee has agreed to divide the Property into no more than three parcels with the parcel closest to Deerwood Lake Subdivision to be no less than twenty-five (25) acres ("Parcel One").
- D. In partial consideration of Grantee's execution of the Restrictive Covenants, Grantee has become an Associate Member in Grantor.
- E. Grantor has agreed to grant to Grantee a Non-Exclusive, Perpetual Easement (the "Easement") for Parcel One upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration for the execution by Grantee of the Restrictive Covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee and to Grantee's successors and assigns a non-exclusive, perpetual easement to the Access Road and along the Interior Road to the point on such Interior Road where Grantee's driveway meets the Interior Road and a from the Interior Road to the Property, as depicted on Exhibit "C" attached hereto and incorporated by reference herein, for vehicular and pedestrian ingress and egress for Parcel One,

which easement runs with the land and may be conveyed by Grantee; provided, however that vehicular ingress and egress as contemplated herein shall be restricted to family, passenger or other similar vehicles and ingress and egress associated with ordinary home maintenance and improvements. No heavy machinery or large construction type vehicles shall be permitted access pursuant to this easement.

2. Notwithstanding anything in the foregoing to the contrary, Grantee shall be allowed to use the Easement granted hereunder for construction purposes so long as the Deerwood Lake Construction Rules, attached hereto as Exhibit "D" and incorporated by reference herein are at all time complied with.

3. Grantee as well as Grantee's heirs, executors and assigns shall, at all times, comply in all respects with the Restrictive Covenants executed in consideration of this easement.

4. Grantor and Grantee agree that the easement granted hereunder is only granted for ingress and egress to Parcel One and that should the Property ever be divided or severed as contemplated in the Restrictive Covenants, the Easement granted hereunder shall not be applicable to the severed portion of the Property and shall not inure to the benefit of any owner or transferee of that part of the Property that is not Parcel One.

5. Any cost or expense, including attorney's fees, incurred in enforcing or determining the validity of this Easement or the agreements and covenants contained herein, shall be borne by the non-prevailing party to such proceeding. .

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th day of July, 1996.

DEERWOOD LAKE LAND COMPANY,
an Alabama non-profit corporation

By: [Signature]
Its President

ACCEPTED:

[Signature]
Sherwood Stamps

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that William C. Knight, Jr., whose name as President of Deerwood Lake Land Company, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he has executed the same voluntarily or the day the same bears date.

Given under my hand and seal this 12th day of July, 1996.

Regina H. Ellis
Notary Public
My Commission Expires: 8-6-97

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State; hereby certify that Sherwood Stamps, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he has executed the same voluntarily or the day the same bears date.

Given under my hand and seal this 5 day of July, 1996.

Charles O. Thomas
Notary Public
My Commission Expires: My Commission Expires April 8, 2000

EXHIBIT A

Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 19 South, Range 2 East, Shelby County, Alabama, thence run South along the West line of said Quarter - Quarter Section for a distance of 1197.85 feet to the North right of way line of Colonial Pipe Line said Point being the Point of Beginning; thence turn an angle to the left of 117 degrees 25 minutes 02 seconds and run in a Northeasterly direction for a distance of 77.88 feet to the East line of Deerwood Lakes Road; thence turn an angle to the right of 117 degrees 53 minutes 45 seconds and run in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 1616.21 feet to a Point on a curve to the left having a central angle of 42 degrees 52 minutes 31 seconds and a radius of 166.01 feet; thence run in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 124.23 feet to a Point; thence run tangent to last stated curve in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 352.05 feet to a Point on a curve to the right having a central angle of 10 degrees 23 minutes 05 seconds and a radius of 575.22 feet; thence run in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 104.26 feet to a Point; thence run tangent to last stated curve in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 43.92 feet to a Point on a curve to the right having a central angle of 20 degrees 42 minutes 30 seconds and a radius of 298.66 feet; thence run in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 107.94 feet to a Point; thence run tangent to last stated curve in a Southeasterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 100.00 feet to a Point on a Curve to the right having a central angle of 38 degrees 32 minutes 10 seconds and a radius of 168.03 feet; thence run in a Southeasterly to Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 113.02 feet to a Point; thence run tangent to last stated curve in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 100.00 feet to a Point on a curve to the right having a central angle of 25 degrees 53 minutes 00 seconds and a radius of 242.58 feet; thence run in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 109.59 feet to a Point; thence run tangent to last stated curve in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 64.25 feet to a Point on a curve to the right having a central angle of 13 degrees 48 minutes 00 seconds and a radius of 438.18 feet; thence run in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road along the arc of said curve for a distance of 105.54 feet to a Point; thence run tangent to last stated curve in a Southwesterly direction 25 feet from and parallel to the centerline of said Deerwood Lakes Road for a distance of 201.34 feet to the Northeast right of way of Old U. S. Highway 280; thence turn an angle to the right of 88 degrees 30 minutes 45 seconds and run in a Northwesterly direction along said right of way for a distance of 54.91 feet to a Point; thence turn an angle to the right of 24 degrees 34 minutes 17 seconds and run in a Northerly direction, for a distance of 2673.55 feet to the Point of Beginning.

EXHIBIT "B"

LEGAL DESCRIPTION OF STAMPS PROPERTY

PARCEL 1

Beginning at the N.W. Corner of the W.1/2 of the N.E.1/4 of Section 19 go South 00 Degrees 21 Minutes 29 Seconds East along the West Boundary of said W.1/2 of the N.W.1/4 of said Section 19 for 855.00 feet; thence North 89 Degrees 51 Minutes 18 Seconds East for 1284.85 feet to the East Boundary of the W.1/2 of the N.E.1/4 said Section 19; thence North 00 Degrees 35 Minutes 35 Seconds West along the East Boundary of the W.1/2 of the N.E.1/4 of said Section 19 for 855.00 feet to the N.E. Corner of the W.1/2 of the N.E.1/4 of said Section; thence South 89 Degrees 48 Minutes 57 Seconds West along the North Boundary of the W.1/2 of the N.E. 1/4 of said Section 19 for 1279.23 feet to the Point of Beginning, containing 25.2 Acres more or less.

PARCEL 2

Commence at the N.W. Corner of the W.1/2 of the N.E.1/4 of Section 19 go South 00 Degrees 21 Minutes 29 Seconds East along the West Boundary of said W.1/2 of the N.W.1/4 of Section 19 for 855.00 feet to the Point of Beginning; thence continue South 00 Degrees 21 Minutes 29 Seconds East along the West Boundary of said W.1/2 of the N.W.1/4 of Section 19 for 1124.81 feet to the N.W. Corner of the S.W.1/4 of the S.W.1/4 of the N.E.1/4 of said Section; thence South 89 Degrees 38 Minutes 42 Seconds East along the North Boundary of said 1/4 - 1/4 - 1/4 Section for 645.10 feet to the N.E. Corner of said 1/4 - 1/4 - 1/4 Section; thence North 00 Degrees 21 Minutes 29 Seconds West for 700.00 feet; thence South 89 Degrees 38 Minutes 42 Seconds East for 640.84 feet to the East Boundary of the W.1/2 of the N.E.1/4 of said Section 19; thence North 00 Degrees 35 Minutes 35 Seconds West along the East Boundary of the W.1/2 of the N.E.1/4 of said Section for 436.49 feet; thence South 89 Degrees 51 Minutes 18 Seconds West for 1284.85 feet to the Point of Beginning; containing 23.0 Acres more or less.

PARCEL 3

Beginning at the S.E. Corner of the W.1/2 of the N.E.1/4 of Section 19 go North 89 Degrees 38 Minutes 42 Seconds West along the South Boundary of said W.1/2 of the N.W.1/4 of Section 19 for 645.10 feet to the S.E. Corner of the S.W.1/4 of the S.W.1/4 of the N.W.1/4 said Section 19; thence North 00 Degrees 21 Minutes 29 Seconds West for 1359.93 feet; thence South 89 Degrees 38 Minutes 42 Seconds East for 640.84 feet to the East Boundary of the W.1/2 of the N.E.1/4 of said Section 19; thence South 00 Degrees 35 Minutes 35 Seconds East along the East Boundary of the W.1/2 of the N.E.1/4 of said Section 19 for 1360.45 feet to the Point of Beginning, containing 20.1 Acres more or less.

Exhibit "D"

Revised May, 1996

DEERWOOD LAKE CONSTRUCTION RULES MAY, 1996

1. All construction plans must be approved by the Architectural Committee prior to beginning construction. In order to preserve the harmony and consistency of buildings and structures of Deerwood Lake Subdivision, the Architectural Control Committee has the exclusive authority to approve any construction plans. Such approval will not be unreasonably withheld.
2. Deerwood Lake Rules must be obeyed at all times.
3. Vehicle speeds limits must be observed.
4. All construction sites must be kept clean and free of litter. All construction debris should be disposed of outside lake property.
5. Excess fill excavated from construction sites may, at the Board's discretion, be disposed of on site. The Architectural Committee should be contacted for approval and instructions.
6. All construction sites must be equipped with a telephone. A contractor's vehicle telephone is not sufficient. The phone number should be posted at the gate.
7. Construction workers should remain in the immediate area of their work. Adjacent houses and lots should not be visited.
8. No fishing by construction workers is permitted.
9. Any damage to the gate, roads or other common property must be promptly reported to the caretaker. The contractor and/or lot owner is responsible for the prompt repair of any damage. If the repairs are not promptly made, the lake Board of Directors will arrange for the repair and assess the cost to the lot owner.
10. Dump truck loads should be limited to 10 cubic yards.
11. Concrete trucks should be limited to loads of 6 cubic yards or less.
12. All construction shall be done in a manner to prevent erosion causing mud or silt from entering the lake. Silt fences must be used if required.
13. A cash bond in the amount of \$2,000 will be required for the construction of a residence. Lesser bonds may be (at the Board's discretion) required for other construction projects. The owner should give these monies to the treasurer, who will have it on deposit for the duration of the construction project. This bond is to assure that the contractor will promptly repair any damage to common property.

Inst # 1996-23414

07/22/1996-23414
10:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HCD 24.50