

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT

This easement made and entered into this the 16 day of March, 2000, by and between HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama Limited Partnership (hereinafter referred to as Grantor) and the HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC., an Alabama Non-Profit Corporation (hereinafter referred to as 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 Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby acknowledge, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to construct and maintain a pedestrian and bicycle path on the following described land, situated in Shelby County, Alabama:

An easement for ingress and egress situated over and upon Lot 1607, according to the Survey of Highland Lakes, 16th Sector, an Eddleman Community, as recorded in Map Book 25, Page 49, in the Probate Office of Shelby County, Alabama, said easement being 7.5 feet in width located along the Southwest property line of said Lot 1607.

Further, there shall be a right of way for ingress and egress to, over and under the premises at any and all times for the purpose of constructing, inspecting, maintaining, repairing, replacing, renewing or adding to the pedestrian walk path and bicycle path, and for doing anything, necessary, useful or convenient for the enjoyment and use of the easement herein granted; and said easement shall be used as a right of way for ingress and egress by pedestrians and cyclists going to and from the Lake Side Park adjacent to Highland Lake.

TO HAVE AND TO HOLD, Unto the said HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC., an Alabama Non-Profit 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, its successors, agents and assigns.

2. The grantee herein, HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC., its successors, agents and assigns shall have the responsibility for maintaining said easement.

Together with and 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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 2000-12296

04/14/2000-12296
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.50

IN WITNESS WHEREOF, Highland Lakes Development, Ltd., by its General Partner, Eddleman Properties, Inc., by its President, Douglas D. Eddleman, has caused this easement to be executed this the 16th day of March, 2000.

HIGHLAND LAKES DEVELOPMENT, LTD.
BY: EDDLEMAN PROPERTIES, INC.

Its General Partner

BY:


Douglas D. Eddleman
Its President

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 President of Eddleman Properties, Inc., an Alabama Corporation, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited 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 corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal of office this the 16th day of March, 2000.


Notary Public

My Commission Expires: 6-5-2003

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