

STATE OF ALABAMA)
SHELBY COUNTY)

R-2

**GRANT OF EASEMENTS, DECLARATION OF RESTRICTIONS AND AGREEMENT
TO MAINTAIN**

THIS GRANT OF EASEMENTS, DECLARATION OF RESTRICTIONS AND AGREEMENT TO MAINTAIN (the Agreement) is made this 11th day of December, 2001 by and between Terrell F. Travis and Dan F. Travis, both married men (herein collectively "Travis"), Randall H. Goggans, a married man (herein "Goggans") and the High Ridge Lake Homeowners Association, Inc (herein "the Association").

WHEREAS; Travis, Goggans and the Association are parties to that certain civil action in the Circuit Court of Shelby County, Alabama under case number 2001-1012 and styled Dan R F Travis et. al. versus Randall H. Goggans, et. al. ("the Lawsuit"); and, (A)

WHEREAS; the Lawsuit is a claim by Travis for the condemnation of a right of way for ingress and egress to real property owned by Travis over real property owned by the Association; and,

WHEREAS; for the purpose of this Agreement, the real property containing 42 acres +/- which is owned by Travis which is described on Exhibit 'A', attached hereto and incorporated by reference herein is referred to herein as "The Travis Property" or the "Dominant Estate"; and,

WHEREAS; for the purpose of this Agreement, the real property owned by the Association is described on Exhibit 'B' attached hereto and incorporated by reference herein and is referred to herein as "The Association Property or the "Servient Estate"; and,

WHEREAS; Goggans is the owner of easement rights with respect to that certain real property which is described on Exhibit 'C' attached hereto and incorporated by reference herein and is referred to herein as "The Goggans Property", which Goggans Property is also to be an addition to and included with the Servient Estate; and,

WHEREAS, the parties have resolved their controversies as set out in the Lawsuit by the mutual execution of this Agreement.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENTS: The Association and Goggans, by their execution of this Agreement, do hereby grant bargain, sell and convey to Travis (but only to benefit the Dominant Estate), non-exclusive, perpetual easements, running with the land, for vehicular and pedestrian ingress, egress and utilities over and across the Servient Estates as more particularly described on Exhibits 'B' and 'C' attached hereto. The real property conveyed herein by Goggans is not the

04/01/2002-15069
12:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 29.50

01/10/2002-01884
01:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 29.50

Inst # 2002-01884

Inst # 2002-15069

29.50

homestead of Goggans or his spouse.

TO HAVE AND TO HOLD unto Travis, but only in their capacity as owners of the Dominant Estate and to the heirs, successors and assigns of Travis of the Dominant Estate forever.

2. RESTRICTIONS: Travis, by their execution of this Agreement, hereby expressly impose the following restrictions in perpetuity upon the Travis Property; RESIDENTIAL USE; The Travis Property shall only be used for residential purposes. There shall be no mobile homes on the Travis Property.

3. ROADWAY MAINTENANCE: That portion of the Servient Estate which is described on Exhibit 'B' is named "Crest Road" in the Declaration of Restrictive Covenants of High Ridge Lake (the Covenants) as recorded in Inst. # 1997-39702 as amended in Inst. # 2001-10697, in the Probate Office of Shelby County, Alabama, and has subsequently been renamed "Ridge Lake Road" (the Road). By their execution of this Agreement, Travis agrees that at the earlier of: (a) the time a permanent residence is constructed on the Travis Property; or (b) the time the Travis Property is divided into more than one parcel, the owner(s) of the Travis Property shall thereafter share in the periodic maintenance required for the Road from time to time by participating in the costs associated with such maintenance wherein the percentage(s) of such costs allocated to the Travis Property shall be a fraction, the numerator of which is the number of parcels in the Travis Property and the denominator of which is the total number of parcels of land serviced by the Road. The Travis Property is also hereby expressly subjected to the provisions of Article V (d) as set forth in the Covenants. Any roadway placed by Travis on the real property described on Exhibit 'C' attached hereto shall be maintained solely by Travis.

4. The Travis Property is not the homestead of Dan F. Travis, Terrell F. Travis or their spouses. Travis represents and warrants that they have full power and authority to execute this Agreement and that there are no mortgage(s) encumbering the Travis Property.

5. DISMISSAL OF THE LAWSUIT: The parties agree that the Lawsuit may be dismissed with prejudice, with each party bearing their own costs and attorney fees associated therewith and associated with this Agreement.

DONE, the date and year first above written.

Dan F. Travis
Dan F. Travis

Dan F. Travis

4/1/02
Randall H. Goggans

Randall H.

Terrell F. Travis

Terrell F. Travis

High Ridge Lake Homeowners Association,
Inc.

By: Randall H. Goggans
Randall H. Goggans, President

**STATE OF ALABAMA)
SHELBY COUNTY)**

EXHIBIT A TRAVIS/GOGGANS

The north half of the south half of the northwest quarter of S35, T20 S, R2 W, Shelby
County, Alabama

EXHIBIT B TRAVIS/GOGGANS

STATE OF ALABAMA)
SHELBY COUNTY)

A non-exclusive 30' Easement for ingress, egress and utilities 15' on either side of the centerline described as follows: begin at the intersection of the centerline of CREST ROAD as shown in the DECLARATION OF RESTRICTIVE COVENANTS FOR HIGH RIDGE LAKE as recorded in Inst. No. 1997-39702 Probate Office of Shelby County, Alabama, thence proceed in a westerly direction along said center line as described in said Covenants to a point where said centerline meets the westerly line of Tract 2A, High Ridge Lake according to a Resurvey of Tract 2 and Tract 3 of High Ridge Lake as recorded in Map Book 29, Page 14 in the Probate Office of Shelby County, Alabama which is the end of said easement. *and Retreat Ln. RHC. TPT DET*

TOGETHER WITH THE FOLLOWING ADDITIONAL EASEMENT: From the point of ending of the easement described above proceed in a westerly direction along the centerline of CREST ROAD for a distance of 215' thence turn left and proceed in a southerly direction to the north line of the north half of the south half of the northwest quarter of S35 T20 S, R2 W, Shelby County, Alabama which is the point of ending of said easement.

Less and except any portion of said easement located on Tract 1 High Ridge Lake as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama.

EXHIBIT C TRAVIS/GOGGANS

STATE OF ALABAMA)
SHELBY COUNTY)

A non-exclusive 30' Easement for ingress, egress and utilities 15' feet on either side of the centerline described as follows: commence at the intersection of the centerline of CREST ROAD as shown in the DECLARATION OF RESTRICTIVE COVENANTS FOR HIGH RIDGE LAKE as recorded in Inst. No. 1997-39702 Probate Office of Shelby County, Alabama, thence proceed in a westerly direction along said centerline as described in said Covenants to a point where said centerline meets the westerly line of Tract 5, High Ridge Lake as shown on the Map and Survey of High Ridge Lake as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama, which is the end of said Easement.

*120 feet
Ln.
P.H.G.
T.H.
D.F.*

TOGETHER WITH THE FOLLOWING EASEMENT: Commence at a concrete monument being the southeast corner of Tract 4 of High Ridge Lake as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama; thence north $42^{\circ} 14' 31''$ sec west a distance of 21.47' to a point on the centerline of an existing 30' ingress/egress, utility and drainage easement; thence north $59^{\circ} 01' 03''$ sec west and along said centerline a distance of 20.26' to the POINT OF BEGINNING of a 30' easement lying parallel to and 15' either side of the following described centerline; thence south $03^{\circ} 45' 56''$ sec east and along said centerline, a distance of 26.99' to the END OF SAID EASEMENT.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Will A. Jones, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 2001.

Namita H. Matthews
Notary Public
My Commission Exp. 10/18/02

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Randall W. Haggan, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of Dec, 2001.

Rebecca B. Sumner
Notary Public
My Commission Exp. 4-2004

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Dan F. Travis, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of April, 2002.

Steve H. Brown
Notary Public
My Commission Exp. 11/17/02

STATE OF ALABAMA)

Shelby COUNTY)

CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald H. Haggan, whose name as President of High Ridge Lake Homeowners Assn., a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 31st day of Dec, 2001.

Ronald H. Haggan
Notary Public
My Commission Exp. 4-2004

Inst # 2002-15069

04/01/2002-15069
12:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 29.50

Inst # 2002-01884

01/10/2002-01884
01:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 29.50