


STATE OF ALABAMA)
SHELBY COUNTY)


20030117000034090 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
01/17/2003 10:10:00 FILED/CERTIFIED

**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 6th day of January 2003 by and between Billy E. Smith, Jr. and Carol H. Smith (herein Smith), Randall H. Goggans, a married man (herein "Goggans").

WHEREAS; for the purpose of this Agreement, the real property which is owned by Smith which is described on Exhibit "A", attached hereto and incorporated by reference herein is referred to herein as "The Smith Property" or the "Dominant Estate"; and ,

WHEREAS; Goggans is the owner of easement rights with respect to that certain real property which is described on Exhibit "B" attached hereto and incorporated by reference herein and is referred to herein as "The Goggans Property", or the "Servient Estate"; and,

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: Goggans, by his execution of this Agreement, does hereby remise, release, quitclaim, grant, sell and convey to Billy E. Smith, Jr. and Carol H. Smith (but only to benefit the Dominant Estate), a non-exclusive, perpetual easement running with the land, for vehicular and pedestrian ingress, egress and utilities together with the right to pave or install any other hard surface over and across the Servient Estate as more particularly described on Exhibit "B" attached hereto. The real property conveyed herein by Goggans is not the homestead of Goggans or his spouse.

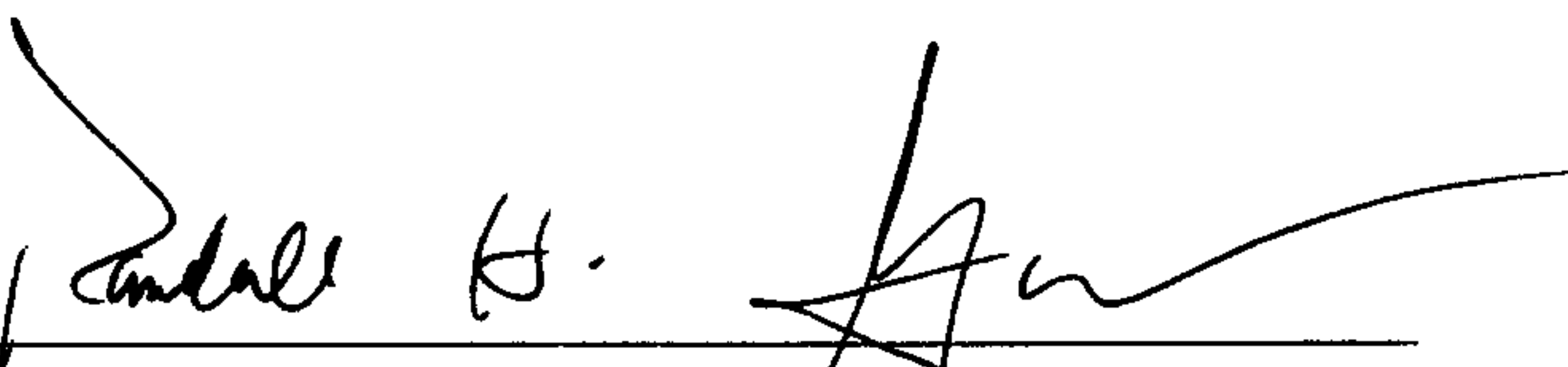
TO HAVE AND TO HOLD unto Billy E. Smith, Jr. and Carol H. Smith , but only in their capacity as owners of the Dominant Estate and to the heirs, successors and assigns of Billy E. Smith, Jr. and Carol H. Smith of the Dominant Estate forever.

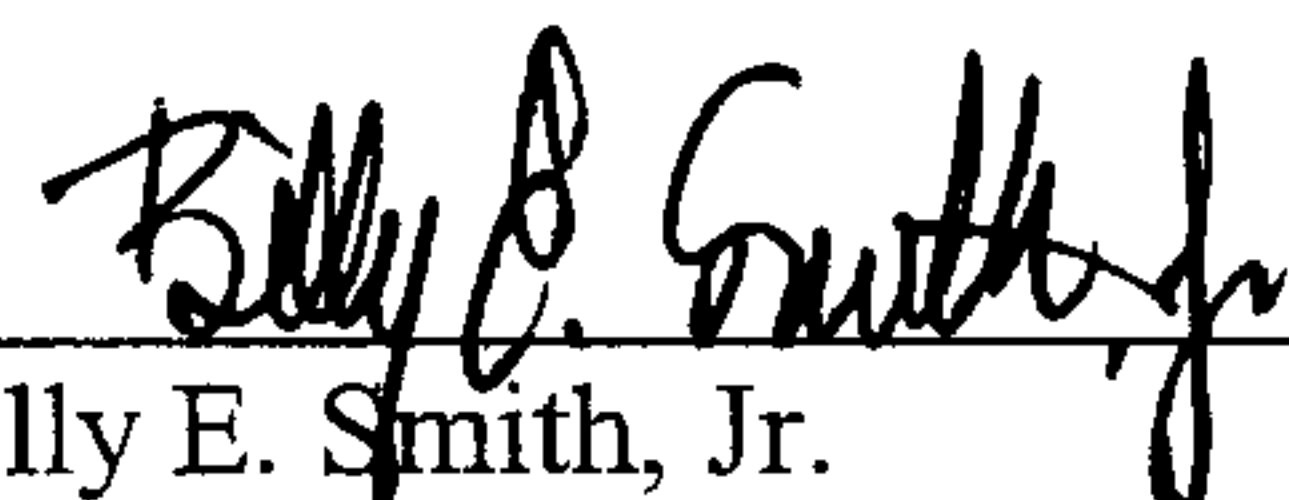
2. RESTRICTIONS: Smith, by their execution of this Agreement, hereby expressly impose the following restrictions in perpetuity upon the Smith Property; RESIDENTIAL USE; The Smith Property shall only be used for residential purposes. There shall be no mobile homes on the Smith Property. The Smith Property shall not be divided into parcels of land containing less than 20 acres.


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, Smith agrees that at the earlier of: (a) the time a permanent residence is constructed on the Smith Property; or (b) the time the Smith Property is divided into more than one parcel, the owner(s) of the Smith 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 percentages(s) of such costs allocated to the Smith Property shall be a fraction, the numerator of which is the number of parcels in the Smith Property and the denominator of which is the total number of parcels of land serviced by the Road. The Smith Property is also hereby expressly subjected to the provisions of Article V (d) as set forth in the Covenants.

DONE, the date and year first above written.


Randall H. Goggans



Billy E. Smith, Jr.


Carol H. Smith

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Randall H. Goggans , 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 15th day of Jan, 2003.


Notary Public
My Commission Exp. 4-2004

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Billy E. Smith, Jr. and Carol H. Smith, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of Jun., 2003.

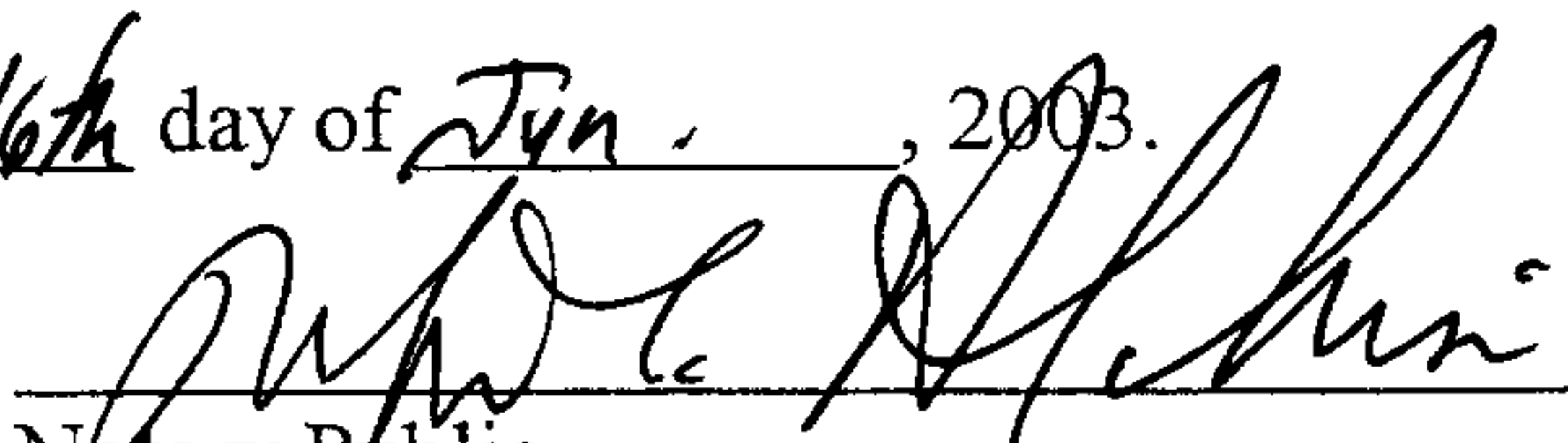

Notary Public
My Commission Exp. 10-16-04

EXHIBIT "A" SMITH/GOGGANS

STATE OF ALABAMA)
SHELBY COUNTY)

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 20S, Range 2W Shelby
County, Alabama.

EXHIBIT "B" SMITH/GOGGANS

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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 and RETREAT LANE 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 1, 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 end of said Easement.

Also: A non-exclusive 30' Easement for ingress, egress and utilities over the following described piece of land, thirty feet in width, located in the Northeast Quarter of the Northeast Quarter; Section 34 and the North ½ of Section 35, Township 20 South, Range 2 West, Shelby County, Alabama, and lying fifteen (15) feet either side of the following described centerline:

Commence at the NE Corner of the SE ¼ of the NE ¼ of Section 34, Township 20S, Rand 2 W; thence N 89 degrees-46'-47" W and a distance of 79.99' to the POINT OF BEGINNING the centerline of a 30' ingress and egress easement; thence N 69 degrees-58'-40" E a distance of 253.66'; thence S 84 degrees-15'-09" E a distance of 113.59'; thence S 46 degrees-33'-47" E a distance of 68.47; thence S 77 degrees-25'-34" E a distance of 90.44 degrees; thence N 88 degrees-36'-16" E a distance of 183.77'; thence N 89 degrees-34'-03" E a distance of 430.11'; thence S 88 degrees-33' E a distance of 296.44'; thence N 77 degrees-00'-26" E a distance of 243.12'; thence N 89-degrees-51'-11" E a distance of 255.91'; thence S 63 degrees-40'-53" E a distance of 139.56'; thence S 76 degrees-05'-15" E a distance of 150.58'; thence N 85 degrees-19'-45" E a distance of 321.25'; thence N 87 degrees-01'-08" E a distance of 881.05'; thence N 70 degrees-26'-19" E a distance of 229.47'; thence N 77 degrees-55'-32" E a distance of 58.63; thence N 83 degrees-06'-03" E a distance of 301.93'; thence N 65 degrees-13'-03" E a distance of 203.63'; thence N 77 degrees-41'-36" E a distance of 292.26'; thence S 85 degrees-52'-27" E a distance of 245.97'; thence N 85 degrees-07'-12" E a distance of 240.76'; thence S 50 degrees-20'-12" E a distance of 102.64' to the centerline of an unnamed county road (40'R.O.W.) said point being the end of said easement.