

STATE OF ALABAMA)  
COUNTY OF SHELBY)

### EASEMENT

This easement made and entered into this the 18<sup>th</sup> day of November, 2004, by and between Sterling Companies, LLC, an Alabama Limited Partnership, and 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 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 means of ingress/egress for equipment access to Highland Lake on the following described land, situated in Shelby County, Alabama:

An easement for ingress and egress situated over and upon Lot 133-A, according to the Resurvey of Lot 133, of Highland Lakes, 1<sup>st</sup> Sector, an Eddleman Community, as recorded in Map Book 32, Page 95, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, said easement being more particularly described as follows:

An approximate 25 foot easement located along the east side of Lot 133-A and more particularly shown on the survey by M. D. Arrington dated November 16, 2004 and attached hereto as Exhibit "A" and incorporated herein by reference.

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 accessing Highland Lake with equipment and vehicles necessary for any and all lake maintenance including but not limited to inspecting, maintaining, dredging, silt removal, and for doing anything, necessary, useful or convenient for the enjoyment, use, and maintenance of the lake; and said easement shall be used as a right of way for ingress and egress by equipment and vehicles needed to maintain the lake. After each and every use of the easement granted herein, Highland Lakes Residential Association, Inc. shall restore the easement, which is gravel in nature, to the condition in which it was found prior to said use. However, routine maintenance of the easement between uses, such as weed removal or grass cutting, shall be the sole responsibility of the lot owner.

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.

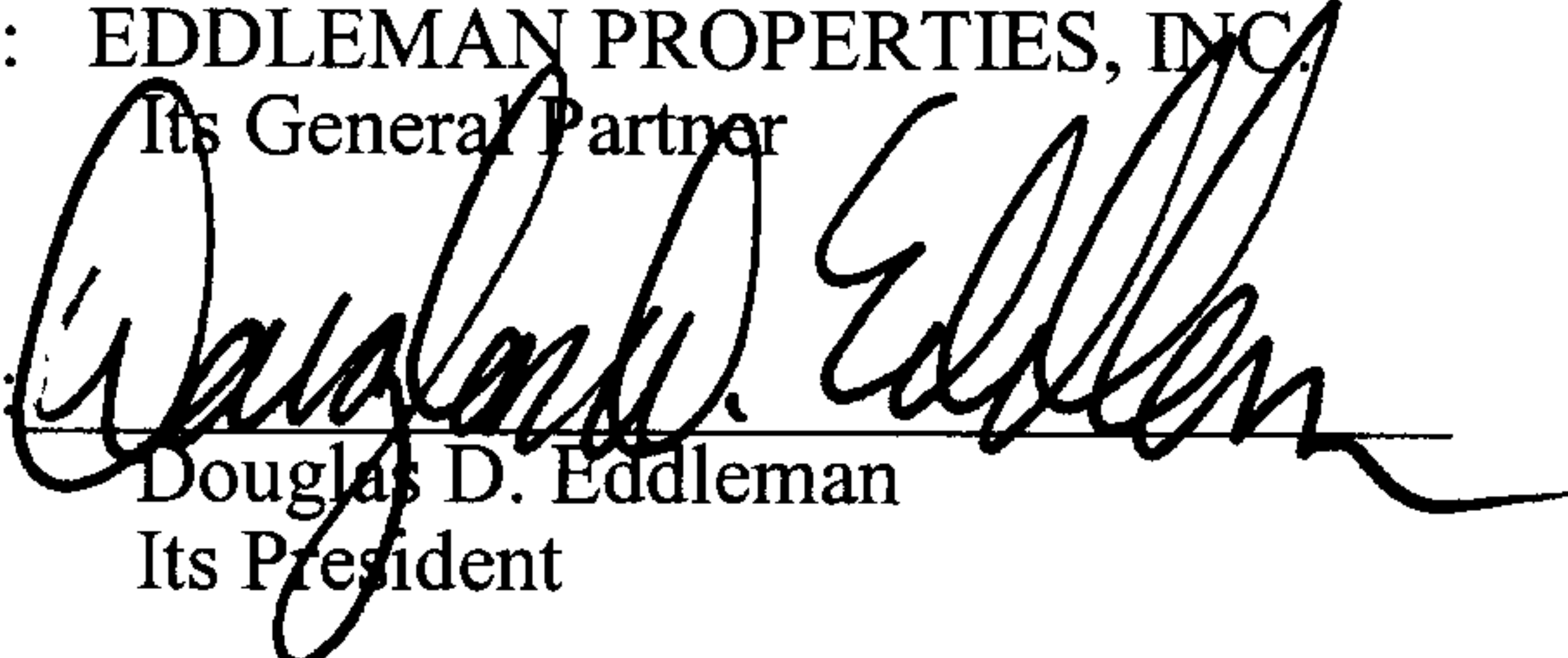
Together with and subject to the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Sterling Companies, LLC by Tynes Development Corporation its Member, by Ingram D. Tynes its President and 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 18<sup>th</sup> day of November, 2004.

STERLING COMPANIES, LLC  
BY: TYNES DEVELOPMENT CORPORATION  
ITS MEMBER

BY:   
Ingram D. Tynes, Its President

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 Ingram D. Tynes, whose name as President of Tynes Development Corporation, an Alabama Corporation, which is Member of Sterling Companies, LLC, an Alabama Limited Liability Company, 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 Member of said Limited Liability Company of said limited partnership on the day the same bears date.

Given under my hand and official seal of office this the 18<sup>th</sup> day of November, 2004.

  
Notary Public

My Commission Expires: 6-5-2007

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 on the day the same bears date.

Given under my hand and official seal of office this the 18<sup>th</sup> day of November, 2004.

  
Notary Public

My Commission Expires: 6-5-2007

The Purchasers of Lot 1333-A execute this Easement to acknowledge and accept the terms and conditions of this hereinabove Easement and Purchasers, their successors and assigns, agree and understand that the property is subject to the foregoing grant of easement.

  
Gary A. Carter

  
Linda S. Carter

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Gary A. Carter and Linda S. Carter whose names are signed to the foregoing instrument; and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 15<sup>th</sup> day of November, 2004.

Notary Public 

My Commission Expires: 6-5-2007

This Instrument Prepared By:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223



The Grantee executes this easement only to acknowledge and accept all terms, conditions, restrictions and conditions contained hereinabove. Grantee does for itself, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing terms, conditions, restrictions and conditions of said easement.

Highland Lakes Residential Association, Inc.

By 

Douglas D. Eddleman  
Its President

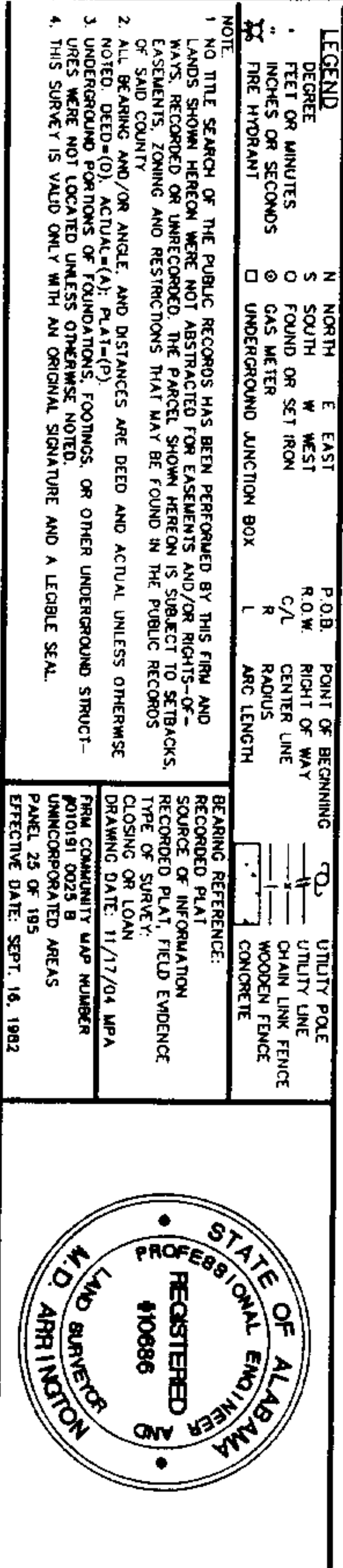
STATE OF ALABAMA)  
JEFFERSON COUNTY)

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 Highland Lakes Residential Association, Inc., an Alabama Non-Profit 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 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 this the 18<sup>th</sup> day of November, 2004.

  
Notary Public

My Commission Expires: 6-5-2007



*M. D. Arrington*  
M. D. Arrington, Reg. #10686, PD#85-9315(Fax 985-9385)  
Arrington Engineering & Land Surveying, Inc.  
337 Business Center Drive, Birmingham, Alabama 35244