20060728000364430 1/4 $20.00
Shelby Cnty Judge of Probate,AL
07/28/2006 11:19:16AM FILED/CERT

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July, 2006, by and between Indian Crest, LLC, and the Homestead Homeowners Association.

WHEREAS, Indian Crest, LLC, future owner of Lot 17 , The View at Indian Crest, located in Indian Springs, Shelby County, Alabama, and desires a property swap with the owner of record of Lot 69 in Homestead Subdivision for the purpose of constructing a driveway and utilities to Lot 17 of Indian Crest subdivision.

WHEREAS, the Homestead Homeowners Association desires to allow the said "property swap" unto Indian Crest, LLC, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is hereby agreed as follows:

1. See attached Exhibit "A" for the description of the subject property swap. If Lot 17 of Indian Crest is subdivided as shown on Exhibit "B", then Lot 17 shall also be known as Lot 17A.

2. The usage of the property located within Homestead Subdivision shall be limited to one driveway and for underground utilities. Water, however, is to be accessed from Indian Crest Drive. The driveway shall be constructed of concrete and approved by the City Engineer of Indian Springs. No other structures are to be built on the Homestead swap property.

3. The subject property line is to be re-surveyed, cleared of debris and a wooden fence extended along the line. The re-survey of the subject swap property shall not be considered a split or subdividing of the said property.

4. The homeowner (or lot owner) of Lot 17 of The View at Indian Crest shall have the responsibility for the driveway maintenance.

5. There shall be no timber clearing, debris, building materials nor construction materials from any other lot to be brought on the subject swap property other than lot 17.

6. The driveway is to be used by Lot 17 residents and their visitors only.

7. Lot 17 shall consist of at least 9 acres and shall not be sub-divided in the future.

8. Lot 17 shall be subject to all covenants and by-laws of Homestead subdivision.

9. This agreement shall extend to all future owners of Lot 17 and shall run with the property.

10. A minimum of a 100 foot buffer (area of no disturbance) shall be maintained across the back of Lots 10-17 where they adjoin Homestead subdivision.

11. Within five (5) business days ater the closing and execution of deed(s) of the subject swap property, a sum of ten thousand ($10,000.00) dollars shall be deposited with the Homestead Homeowners Association to be used at their discretion for improvements and the maintenance of Homestead subdivision.

12. Prior to any construction, a road repair bond, or a certificate of deposit, for ten thousand ($10,000.00) dollars shall be issued by Lot 17 owner to repair any damage done to any roads within Homestead subdivision following construction.

This Agreement (including any exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed and sealed this date by:

Indian Crest, LLC

By: _____
Connor Farmer, Member

_____
Witness

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The Homestead Homeowners Association

By: _____
Its:

_____
Witness

PELHAM, AL 35124
(205)-620-6766

(205)-664-2566

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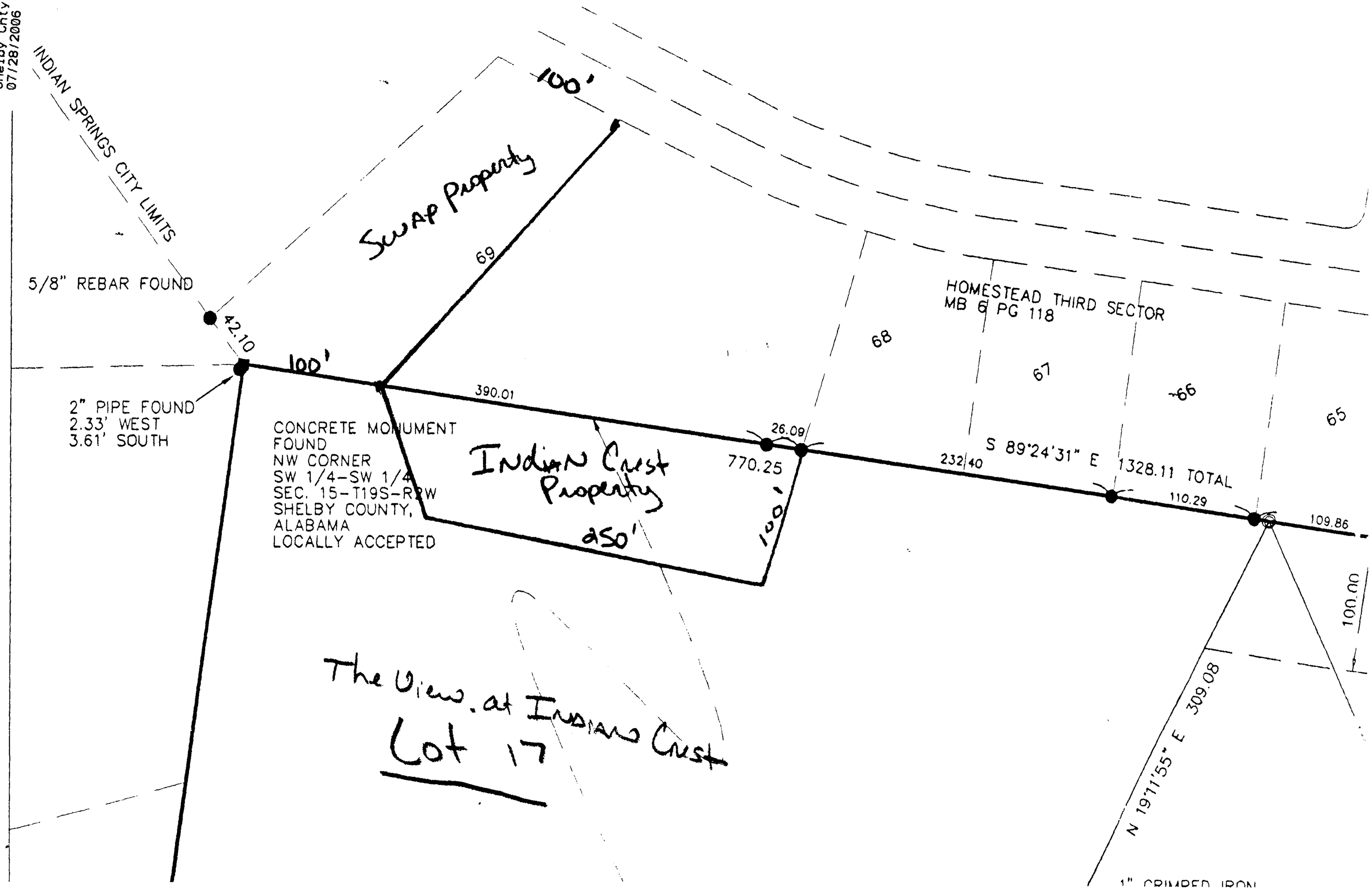
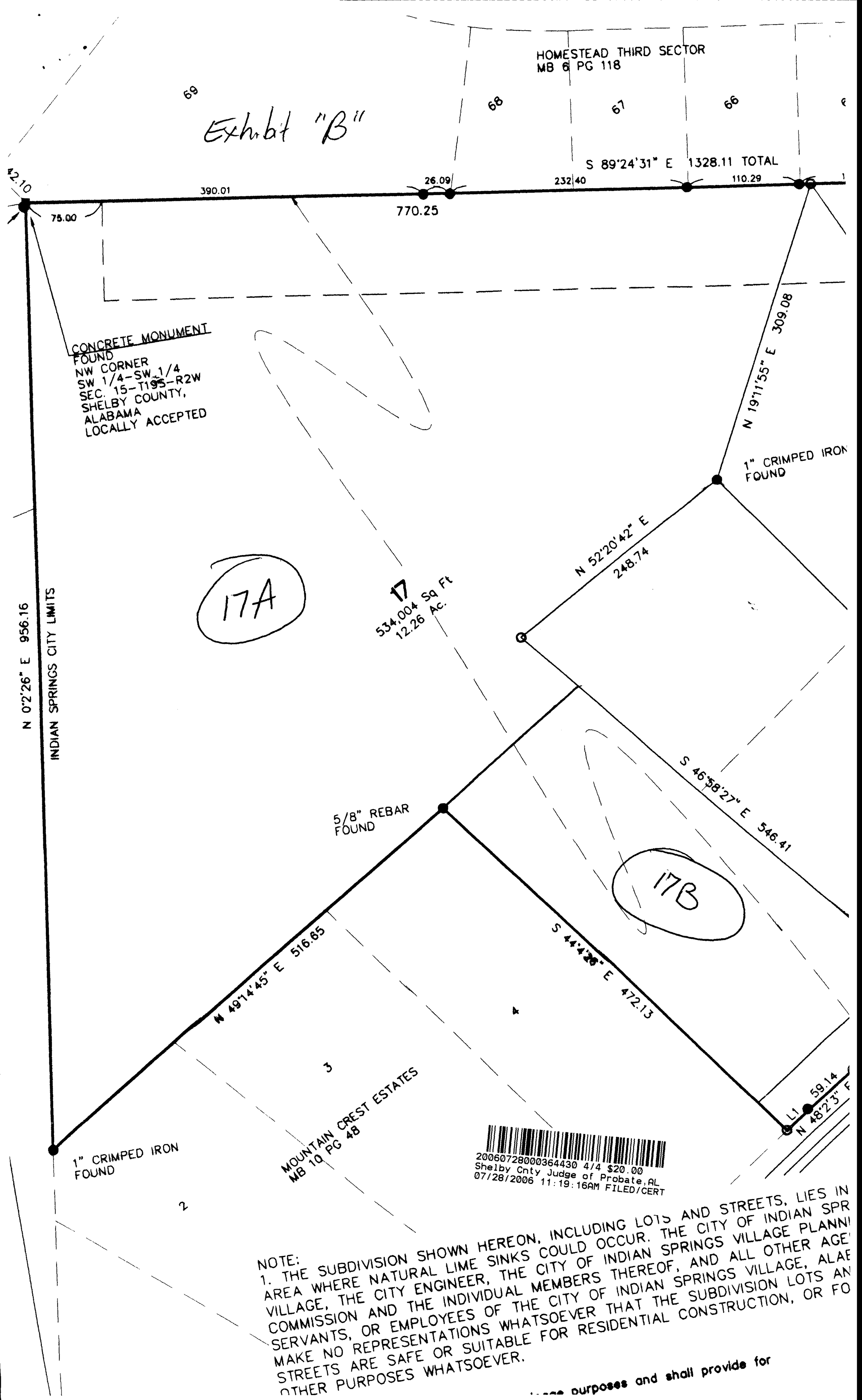
Exhibit "A"





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NOTE:
1. THE SUBDIVISION SHOWN HEREON, INCLUDING LOTS AND STREETS, LIES IN
AREA WHERE NATURAL LIME SINKS COULD OCCUR. THE CITY OF INDIAN SPR
VILLAGE, THE CITY ENGINEER, THE CITY OF INDIAN SPRINGS VILLAGE PLANNI
COMMISSION AND THE INDIVIDUAL MEMBERS THEREOF, AND ALL OTHER AGE
SERVANTS, OR EMPLOYEES OF THE CITY OF INDIAN SPRINGS VILLAGE, ALAE
MAKE NO REPRESENTATIONS WHATSOEVER THAT THE SUBDIVISION LOTS AN
STREETS ARE SAFE OR SUITABLE FOR RESIDENTIAL CONSTRUCTION, OR FO
OTHER PURPOSES WHATSOEVER.

...age purposes and shall provide for