

Value \$ 500<sup>00</sup>

Prepared by:

**After recording, please return to:**

Damon P. Denney, Esq.  
BURR & FORMAN LLP  
420 North 20th Street  
Suite 3400  
Birmingham, Alabama 35203



20120509000163000 1/12 \$45.50  
Shelby Cnty Judge of Probate, AL  
05/09/2012 10:26:30 AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

**SIGN EASEMENT AGREEMENT**

**THIS SIGN EASEMENT AGREEMENT ("Agreement")** is made this \_\_\_\_ day of January, 2012, by and between **EAGLE POINT GOLF CLUB LLC**, an Alabama limited liability company (together with any successor and/or assign, the "Grantor"), and **EAGLE POINT HOMEOWNERS' ASSOCIATION, INC.**, an Alabama corporation (together with any successor and/or assign, the "Grantee")

**BACKGROUND:**

WHEREAS, Grantor is the owner of certain real property located in Shelby County, Alabama, and depicted as the "Grantor Property" on the diagram attached hereto as Exhibit A (hereinafter the "Grantor Property");

WHEREAS, the Grantor Property is located adjacent to and on the east side of the intersection of Farley Lane and Eagle Point Drive, publicly maintained, nonexclusive rights of way;

WHEREAS, Grantee is the homeowners' association for Eagle Point Subdivision, a residential subdivision located in close proximity to the Grantor Property, one access to which is Eagle Point Drive (the "Subdivision"); and

WHEREAS, The Grantor Property includes that certain parcel of land depicted as the "Sign Parcel" on the diagram attached hereto as Exhibit A (hereinafter the "Sign Parcel"); and

WHEREAS, in order to establish uniform and desirable entrances for the Subdivision, Grantee has requested an easement to permit it to construct and maintain at its sole expense a sign identifying the Subdivision, and Grantor has agreed, on the terms and conditions of this Agreement, to grant to the Subdivision an easement for such purposes as described hereinbelow.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00), the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, and other good



and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees as follows:

1. Sign Easement. Grantor does hereby grant, bargain and convey unto Grantee, its successors and assigns, for the benefit of the Subdivision, a nonexclusive easement for the construction, installation, maintenance and repair of a monument entrance sign ("Subdivision Sign") to be erected on the Sign Parcel pursuant to the design, dimensions, materials, color, required utilities and other specifications more particularly described on Exhibit B attached hereto and made a part hereof (the "Sign Design"), as such Sign Design may be hereafter modified only with the prior written consent of Grantor for: (i) the installation of the Subdivision Sign in accordance with the terms of this Agreement, together with related equipment, landscaping and other apparatus incidental thereto and (ii) ingress and egress necessary for the exercise of the easements and other rights contained hereinto from the Sign Parcel to either Farley Lane or Eagle Point Drive for allowing Grantee access to the Sign Parcel for the purposes stated in this Agreement (the "Sign Easement"). Further, Grantor covenants and warrants it shall not convey, grant or permit any uses or rights which would unreasonably interfere with, obstruct or interrupt the rights granted to Grantee herein.

2. Construction Costs. Grantor and Grantee acknowledge and agree that any and all costs associated with the design, inspection, installation, construction and maintenance of the Sign and the Sign Parcel shall be the sole responsibility of the Grantee, and Grantee agrees to pay any and all costs, expenses and/or fees when due. Grantee agrees, after commencing any inspection, installation, construction and/or maintenance to diligently pursue such activities to completion. In the event Grantee's inspection, installation, construction and maintenance activities hereunder disturb any portion of Grantor's Property, including but not limited to the Sign Parcel, Grantee shall, promptly after completion of such inspection, installation, construction and maintenance activities, restore Grantor's Property and all landscaping thereon to at least as good of a condition as existed immediately prior to such inspection, installation, construction and maintenance activities.

3. Ongoing Maintenance Costs.

(a) Grantee shall (i) continuously maintain the Sign and Sign Parcel in good condition, repair and appearance, (ii) repair the Sign and Sign Parcel to the extent reasonably required to maintain a good condition and appearance, (iii) replace the Sign to the extent reasonably required to maintain a good condition and appearance, and (iv) comply with all applicable laws, governmental rules and regulations, building codes, and covenants and restrictions of record with respect to the Sign and Sign Parcel, the installation, repair and maintenance of same, and the installation, repair and maintenance of any utilities serving the same (collectively, the "Ongoing Maintenance Obligations"). Grantee shall conduct and comply with the Ongoing Maintenance Obligations and provide any and all materials, supplies and equipment required in connection therewith (the "Ongoing Maintenance Expenses") at its own expense, provided that Grantee must obtain Grantor's approval of any improvements, alterations and/or utilities that are not consistent in all material respects to the Sign Design attached hereto as Exhibit B.

(b) Upon Grantee's failure to perform such Ongoing Maintenance Obligations, the Grantor shall have the right but not the obligation to perform such Ongoing Maintenance Obligations. While notice shall not be required to permit Grantor to perform Grantee's Ongoing



Maintenance Obligations and while Grantor shall not be obligated to perform Ongoing Maintenance Obligations, in the event Grantor notifies Grantee of Grantee's failure to perform such Ongoing Maintenance Obligations and such failure remains uncured ten (10) days after such notice to Grantee, Grantor shall be entitled (but not obligated) to performed the Ongoing Maintenance Obligations, and Grantee shall pay Grantor the Ongoing Maintenance Expenses incurred by Grantor in connection therewith within thirty (30) days after submission of copies of bills for any such Ongoing Maintenance Expenses. If any invoice is not paid within thirty (30) days after delivery in accordance with this paragraph, then the amount owing shall bear interest at a per annum rate of 8% (or the highest rate permitted by applicable law, whichever is less) from the date of such delivery until paid in full.

(c) Nothing in this Agreement prevents or prohibits Grantor or a subsequent owner of the Sign Parcel, from making improvements to the Sign Parcel at its expense; provided that visibility to and from the Sign Parcel and Farley Lane and Eagle Point Drive is not materially obstructed.

#### 4. Design of Monument Sign.

(a) Prior to entering the Sign Parcel for purposes of exercising rights in accordance with this Agreement, Grantee shall submit to Grantor any changes to the Sign Design stating and depicting any such changes. Upon receipt, Grantor shall review the same and, promptly thereafter, notify Grantee whether Grantor approves or disapproves of the changes. If disapproved, Grantor shall provide Grantee with specific written comments and/or recommendations regarding those elements of the changes being disapproved that Grantor has reasonably determined should be made. No material changes shall be made to the Sign Design, including color and materials, most recently approved by Grantor without the prior written consent of Grantor.

(b) Relocation of Sign Parcels. Grantor hereby reserves the right to relocate the Sign Parcel at its expense provided such relocation is: (i) equivalent to the size of the current Sign Parcel to provide for the erection and installation of the Sign, and (ii) located so that the relocated Sign Parcel shall abut and be in reasonably close proximity to the intersection of Farley Lane and Eagle Point Drive. All costs and expenses in connection with such relocation shall be borne by Grantor unless otherwise mutually agreed between the parties. Nothing herein shall obligate Grantor to agree to any relocation, regardless of whether any adjacent rights of way are voluntarily or involuntarily altered or condemned.

#### 5. Term.

(a) This Agreement shall have a term of twenty (20) years and may only be extended by written agreement executed by the parties hereto; provided, however, Grantor shall be entitled to terminate this Agreement at any time by delivering ninety (90) days' prior written notice (a "Termination Notice") to Grantee.

(b) Grantee shall be entitled to remove the Sign at its expense at any time within the ninety (90) day period immediately following the earlier to occur of the expiration of the term or the issuance by Grantor of such Termination Notice (the "Sign Removal Period"). If Grantee fails to remove the Sign within the Sign Removal Period, Grantor shall be entitled to remove the Sign at any time thereafter at Grantee's expense and shall be entitled to dispose of the



Sign as Grantor determines in its sole and absolute discretion without any remuneration to Grantee. Following the delivery of a Termination Notice and expiration of the Sign Removal Period, Grantor shall be entitled to record a release of this Agreement whereupon all rights, duties and liabilities (other than the obligation of Grantee to pay Grantor any sums due hereunder and other than those agreements of Grantee expressly stated herein to survive shall terminate. In the event that Grantor releases this Agreement as provided in this Section 5, Grantee covenants and agrees to remove the Sign and related improvements and restore the Sign Parcel and any surrounding Grantor Property disturbed thereby to such condition as existed immediately prior to the installation of the Sign within the Sign Removal Period. This covenant and agreement shall survive the release of this Agreement by Grantor.

(c) Nothing in this Agreement shall obligate Grantor to compensate Grantee for any costs and/or expenses incurred in connection with designing, obtaining, installing, maintaining, repairing, replacing or removing the Sign or the Sign Parcel or for any other costs and/or expenses incurred by Grantee in connection with the exercise of Grantee's rights hereunder unless expressly required by this section (c). In the event any Termination Notice is delivered by Grantor within the initial five years of the term of this Agreement, and, within ten (10) days of the receipt of such Termination Notice, Grantee provides evidence reasonably satisfactory to Grantor of the total cost for obtaining, installing and removing the Sign (the "Signage Costs"), Grantor shall have the option, exercisable at any time within ten (10) days after receipt of the evidence of such Termination Costs, to withdraw the Termination Notice by delivering written notice of withdrawal to Grantee, in which case this Agreement shall continue in full force and effect as though the Termination Notice had not been delivered. In the event Grantor fails to timely withdraw its Termination Notice following a timely submission by Grantee of evidence of the Signage Costs, Grantor shall pay to Grantee prior to the expiration of the Sign Removal Period described in (b) above the unamortized portion of the Signage Costs (calculated from an assumed amortization term of five years commencing on the date of this Agreement, the remainder of such assumed amortization term from the date the Termination Notice is delivered and also assuming a straight line amortization), together with the actual, reasonable costs incurred by Grantee in removing the Sign, in which case this Agreement shall terminate upon expiration of such Sign Removal Period.

6. Insurance; Indemnity.

(a) **General Public Liability Insurance.** Grantee shall, at its own cost and expense, maintain a policy of commercial general liability insurance issued by reputable insurance companies licensed to do business in the State of Alabama in with minimum combined limits of liability of not less than \$1,000,000.00 per occurrence naming Grantor and its designees as additional insureds under all such policy(ies). Grantee shall provide Grantor with a copy of such insurance policy(ies) and a certificate evidencing such insurance on an annual basis.

(b) **Indemnification.** Grantee shall indemnify, defend and save harmless Grantor from and against any and all losses, damages, harm, claims, demands, actions, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of litigation) in connection with any actual or alleged loss of life, personal injury or damage to property, or any of them, arising out of the Grantee's use of the rights, privileges and easements granted herein.



7. Covenants against Liens. If Grantee causes labor or materials to be furnished in connection with the design, construction, installation, maintenance and repair of the Sign, the Grantee shall promptly pay and discharge by the due date any claim or obligation for labor or materials furnished at the direction of the Grantee, which if not paid or discharged would result in a lien on any portion of the Grantor Property, including, but not limited to the Sign Parcel. Specifically, and without limiting the foregoing, if Grantee causes labor or materials to be furnished to any portion of the Grantor Property, and if a lien arises out of the work or material furnished, then Grantee shall immediately (but in no event later than thirty (30) days after the filing thereof) cause that lien to be satisfied or bonded over and shall indemnify, defend, and hold harmless the Grantor from and against the lien.

8. Governing Law and Jurisdiction. This agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

9. Running With Land. The easements contained herein shall run with the land, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not, until the easements contained herein are terminated, if ever, as provided herein.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

12. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

[The Remainder Of This Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**GRANTOR:**

**EAGLE POINT GOLF CLUB LLC**, an Alabama  
limited liability company

By: *Ginger G. Burkett*  
Printed Name: Ginger G. Burkett  
Title: Manager

[SEAL]

STATE OF ALABAMA                    )  
Shelby COUNTY                    )


The undersigned, a Notary Public in and for said County in said State, hereby certify that Ginger G. Burkett, as Manager of **EAGLE POINT GOLF CLUB LLC**, an Alabama limited liability company, is signed to the foregoing Sign Easement Agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Sign Easement Agreement, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 14 day of April, 2012.

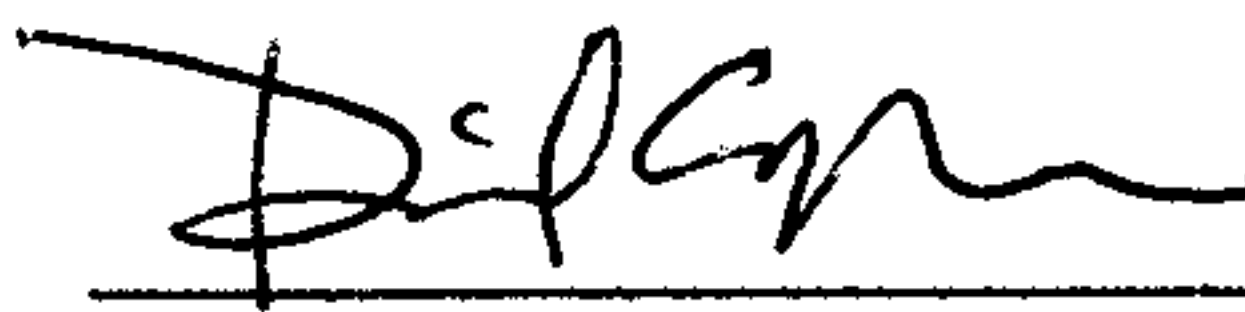
*Susan W. Museley*  
Notary Public  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 6, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

GRANTEES:

  
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**EAGLE POINT HOMEOWNERS'  
ASSOCIATION, INC.,** an Alabama corporation

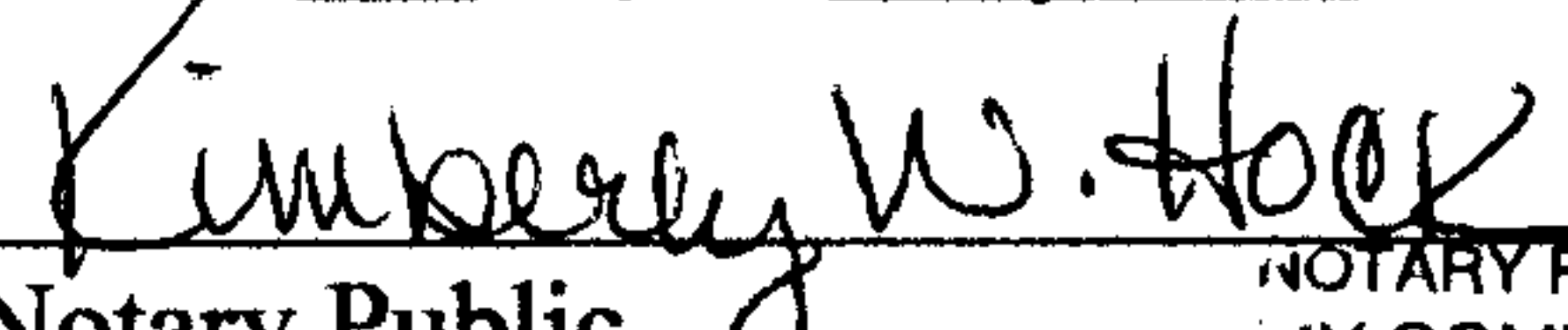
By:   
Printed Name: DAVID GANGLE  
Title: EPHOA BOARD PRESIDENT

[SEAL]

STATE OF ALABAMA                    )  
Shelby COUNTY                    )

The undersigned, a Notary Public in and for said County in said State, hereby certify that David Gangle, as President of **EAGLE POINT HOMEOWNERS' ASSOCIATION, INC.**, an Alabama corporation, is signed to the foregoing Sign Easement Agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Sign Easement Agreement, he/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 16<sup>th</sup> day of March, 2012.

  
Notary Public  
My commission expires: \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 23, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



# S & S Development Company, Inc.

6086 Eagle Point Circle/ Birmingham Al. 35242

205-965-3048 office/ 205-980-1452 fax

SSDevco@hotmail.com



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Entrance Improvements

Farley Lane Entrance

For

Eagle Point Homeowners

Association

Birmingham Al. 35242

6/4/11

The following is the scope of the Improvements

We propose to supply and install as described below;

All work that is not expressly described by this agreement shall be excluded.

We agree to commence work within 72hrs of receiving the executed contract and startup draw of 40% of contract price. Final payment upon completion.

## **Permit Required-Provide Insurance**

**Includes Engineered Drawings/site surveying to verify proper location/ preparation of legal description and description of proposed easement/ contact the required entities to attempt to secure the easement/ contact Shelby County to verify that the signage is acceptable and conforms**

**Any required Legal Services to prepare deed and /or filing fees shall be paid by others –not in our contract. Any payment required to secure the easement from the owner shall be paid by others-not in our contract**

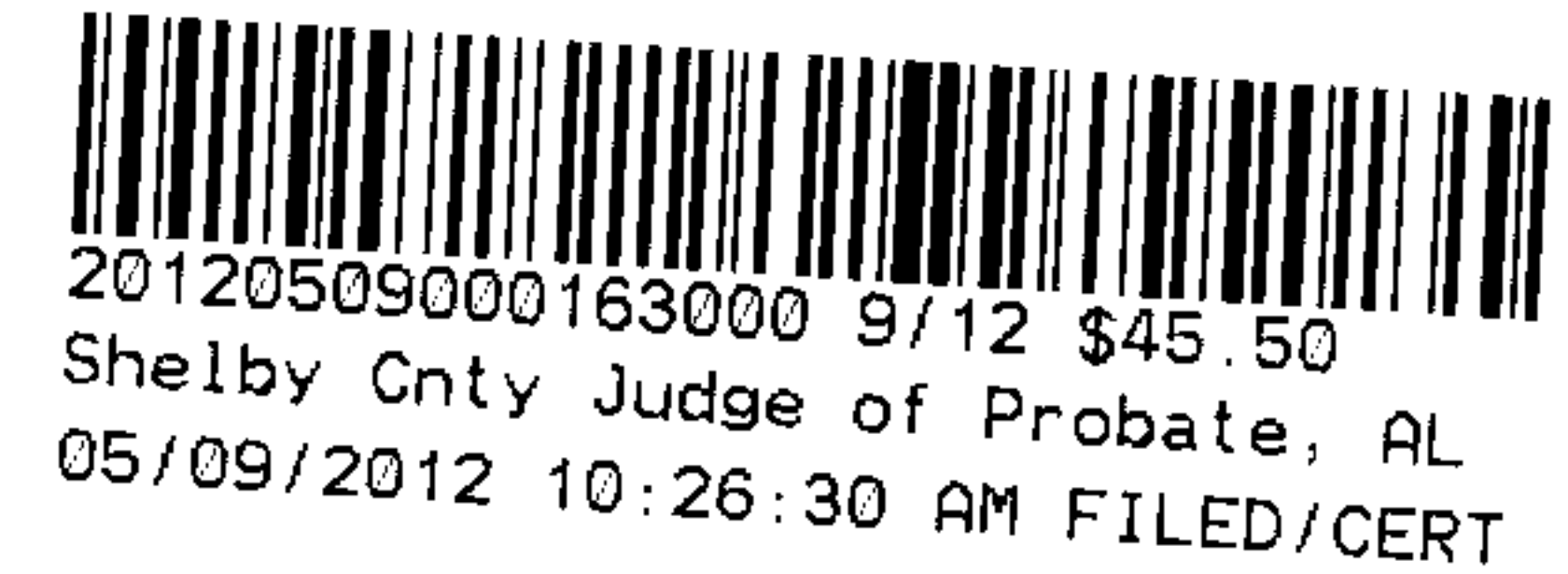
- **Construct Entrance Signage and Columns as per Addendums A and B**  
**2 Columns and center wall- ~210 sf Cultured Stone Veneered Horizon Stone Block Work- Two 24in. x 24in. columns plus a 8in. wide x 6ft. center wall**  
**Footings –Two 36in. x 36in. and One 18in. x 72in.-both 12in. depth**  
**Limestone Caps for columns (31in. x 31in.) and limestone cap for center wall top (15in. x 72in.) all caps to be 2-1/4 in. thickness with Hand chiseled edge detail – overall width of columns once stone veneered to be ~ 28in. x 28in. 31in. x 31in. caps**

**One Limestone Sign with name engraved into stone and name to be painted black /includes border detail–see Addendum B (name to be “Eagle Point with Eagle detail to match other entrance sign”)- Limestone sign to be 48in. L x 30in. H x 2-1/4in. D-**



**Install and supply 2 in ground spotlights –Advantage Light Source Super Bright High Intensity Solar Spot Lights with remote solar panels**

- **Landscaping**  
**110 sy Bermuda Sod**  
**8cy topsoil delivered and spread**  
**3cy. Pine Bark mulch**  
**1 – Crape Myrtle 8-10 ft. (located behind sign wall)**  
**5 Dwf. Yaupon Holly 3 gal.**  
**2 Little Gem Magnolia 5-6 ft.**  
**6 Carissa Holly 3 gal.**  
**9 Crimson Pygmy Barberry 1 gal.**  
**Initial Watering Included-owner to provide maintenance**



**Base Contract Price \$[REDACTED]**

**Optional Work-Enlarge Sign to include “Eagle Point Golf Club” – sign to be increased in size to 42in. height and includes additional lettering ADD \$[REDACTED]**

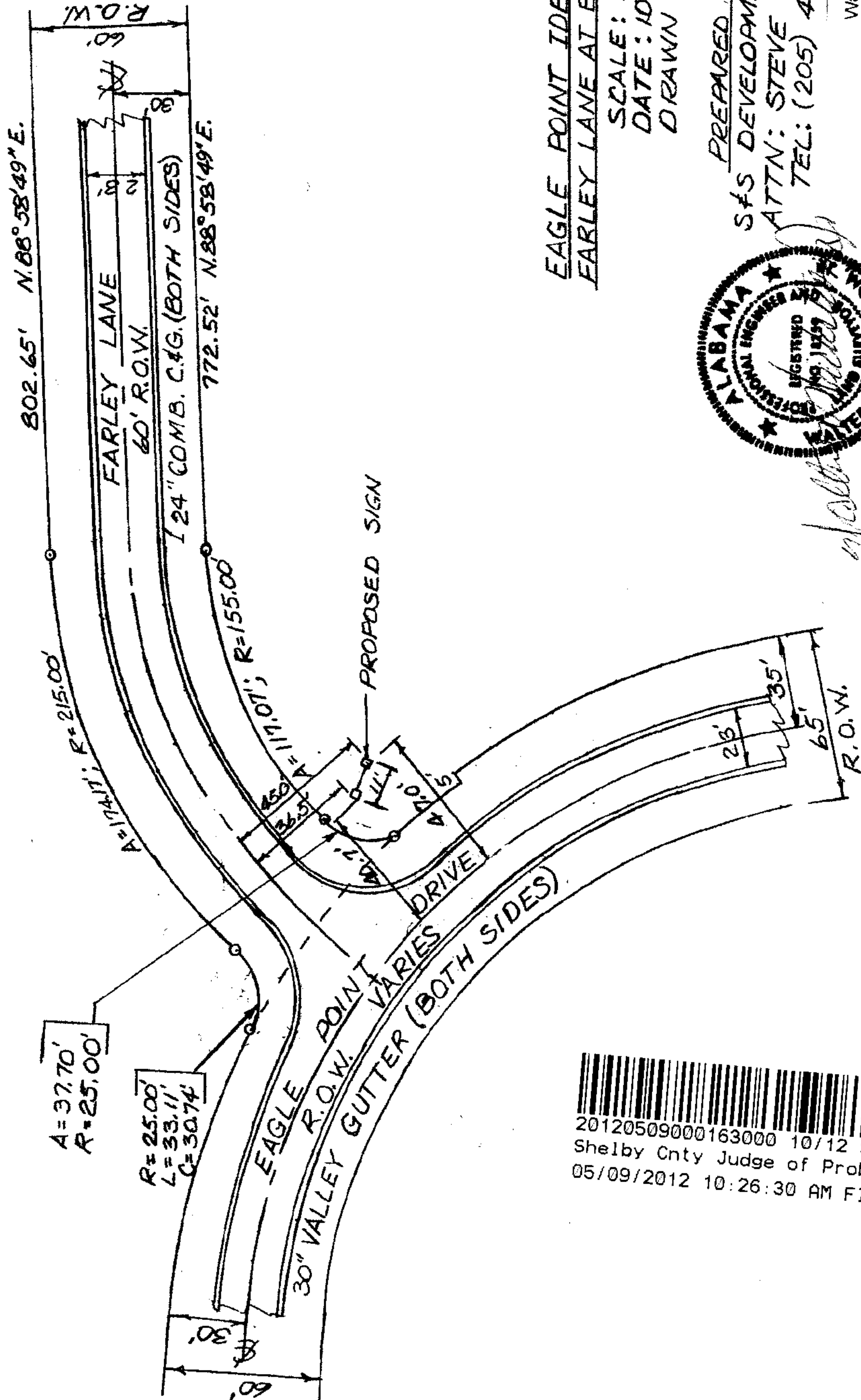
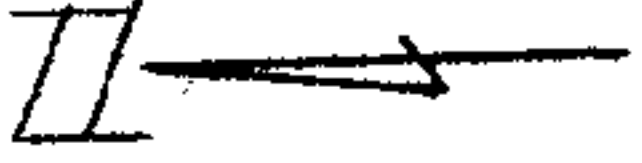
**Prices good for 30-days from date of contract**

**Owner:\_\_\_\_\_date:\_\_\_\_\_**

**Contractor:\_\_\_\_\_date:\_\_\_\_\_**

**Payment in full is due upon completion. If applicable, Owner will be responsible for collection and attorney fees plus 1.5% interest per month, on delinquent payments.**





EAGLE POINT IDENTITY SIGN  
FARLEY LANE AT EAGLE POINT DRIVE

SCALE: 1" = 40'  
DATE: 10-20-11  
DRAWN BY: W.W.



PREPARED FOR  
S&S DEVELOPMENT CO., INC.  
ATTN: STEVE SCHENCKER  
TEL: (205) 408-9460

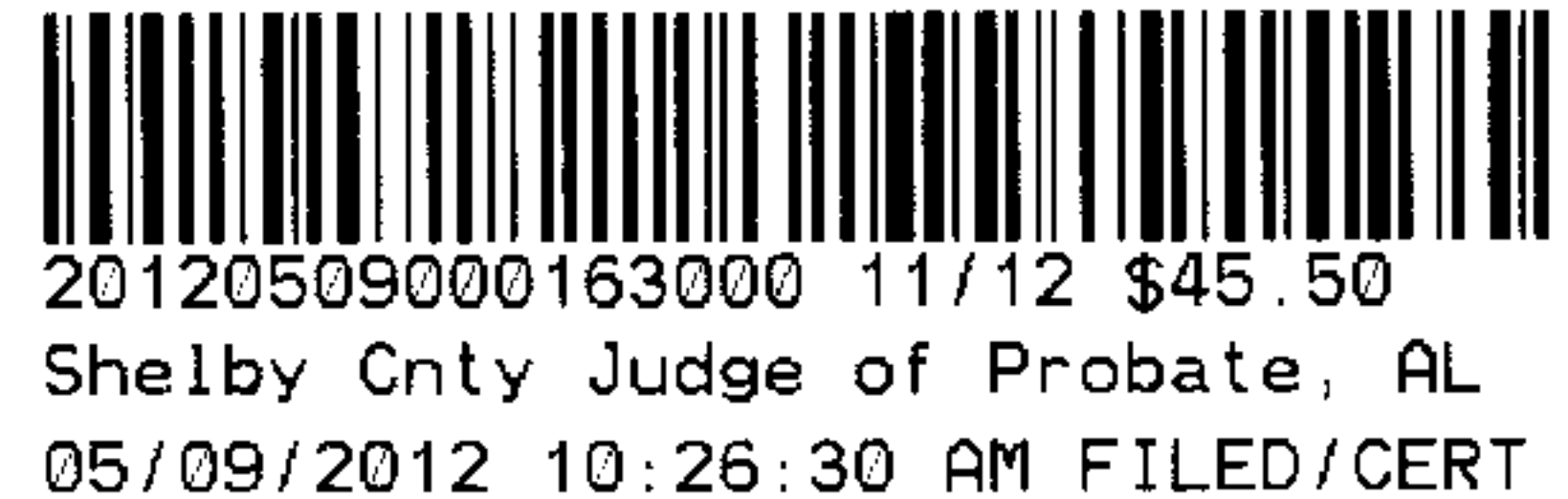
Walter W. Wickstrom Jr. PE/LS  
1657 Wingfield Dr  
Birmingham AL 35242-5849  
TEL: (205) 369-6113

SHEET 1 OF 2

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10-21-11





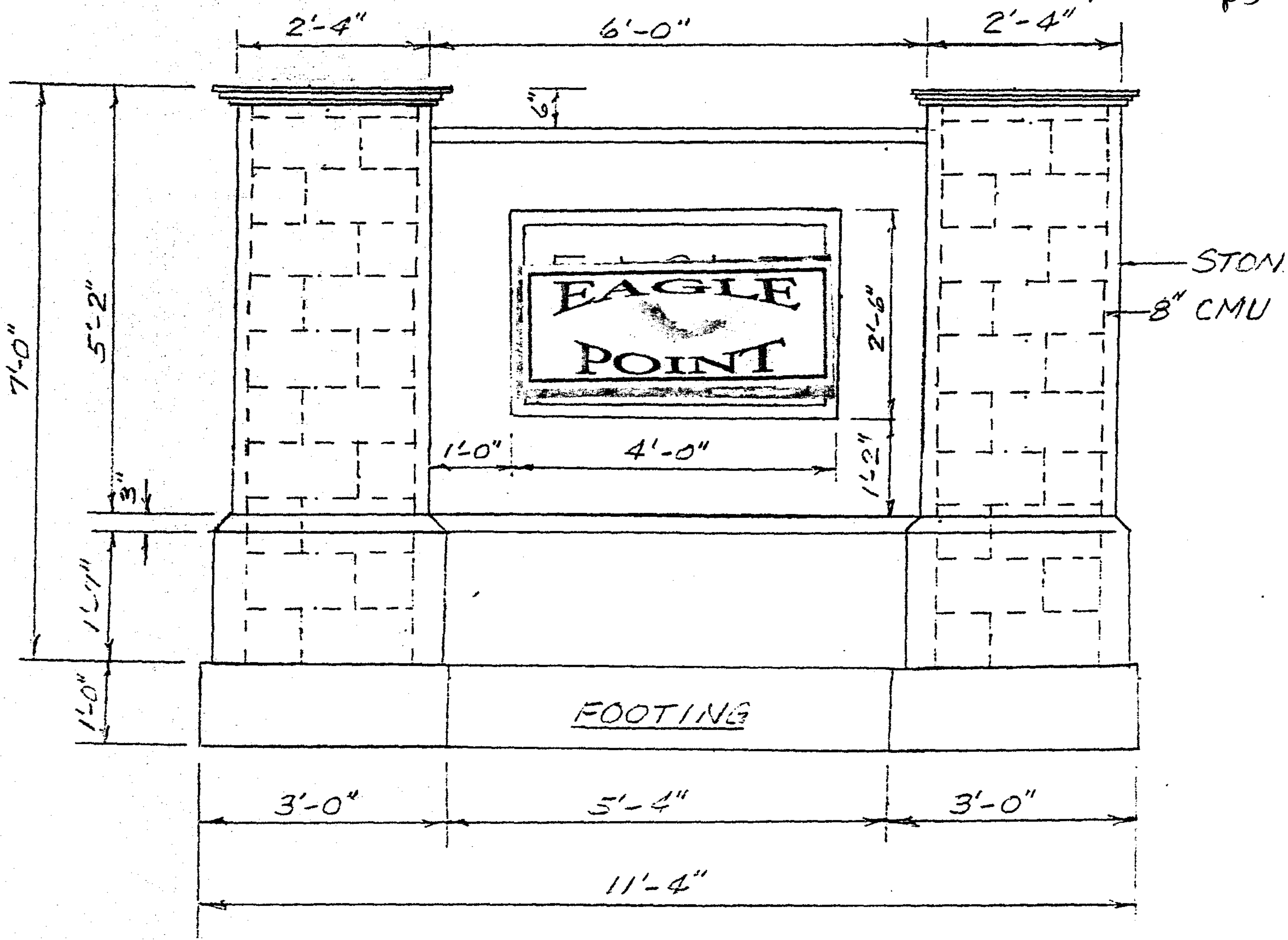
EAGLE POINT IDENTITY SIGN  
FARLEY LANE AT EAGLE POINT DRIVE

SCALE:  $\frac{1}{2}'' = 1'-0''$   
DRAWN BY: WWV

Walter W Wickstrom Jr *PE/LS*  
1657 Wingfield Dr  
Birmingham AL 35242-5849  
*TEL: (205) 369-6113*  
*DATE: 5-28-11*

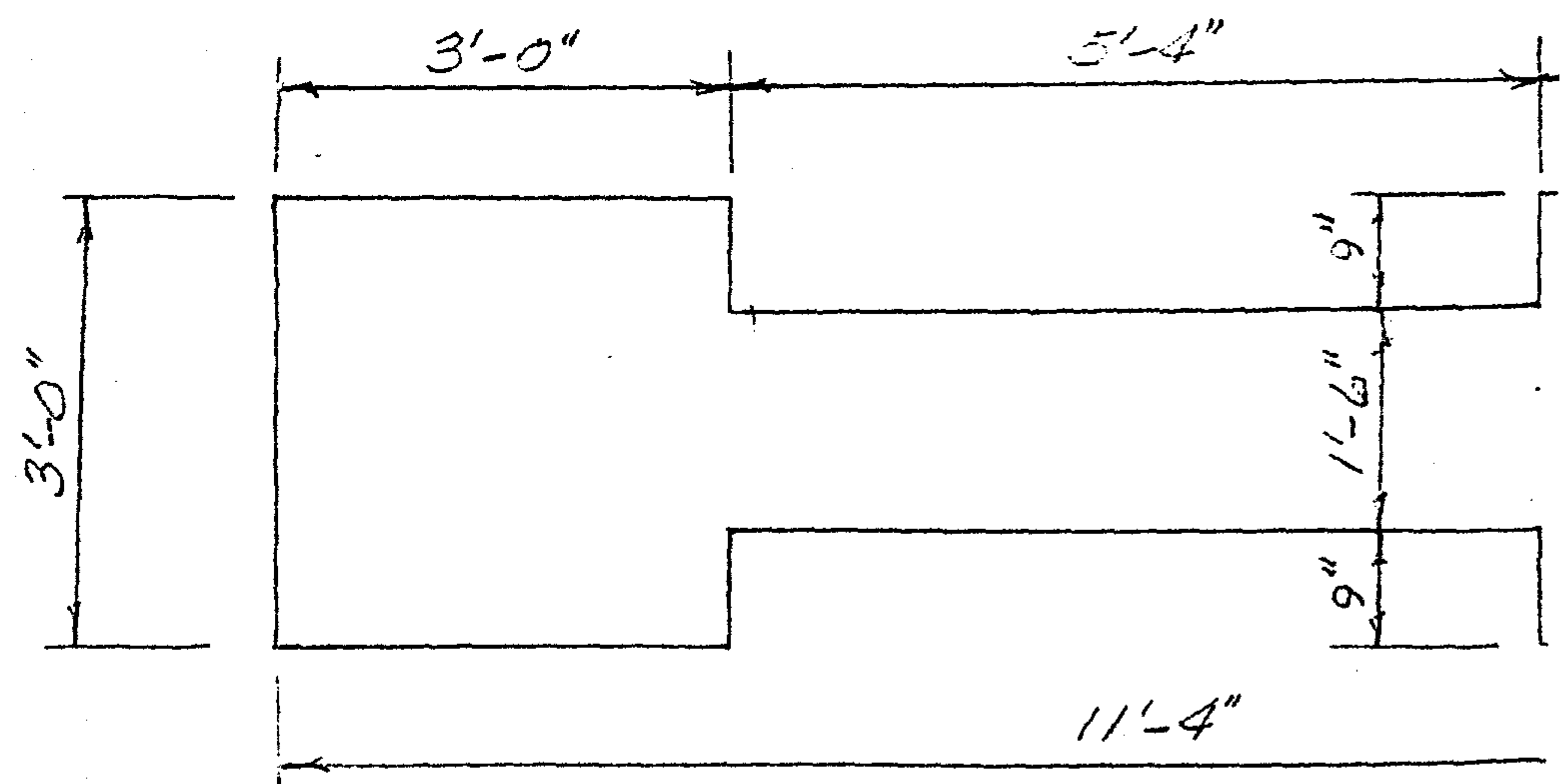


Exhibit B 3 of 3



FRONT VIEW  
SCALE: 1/2" = 1'-0"

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FOOTING - PLAN VIEW

Shelby County, AL 05/09/2012  
State of Alabama  
Deed Tax: \$ .50