


STATE OF ALABAMA)
COUNTY OF SHELBY)


20150817000286060 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
08/17/2015 02:49:38 PM FILED/CERT

EASEMENT

This easement made and entered into this 7th day of August, 2015, by and between **Highland Lakes Development, Ltd.**, an Alabama Limited Partnership and **Highland Lakes Residential Association, Inc.**, an Alabama Non-Profit Corporation (hereinafter referred to as Grantor) and **Richard W. Branham, Jr.** and wife, **Pamela L. Branham** (hereinafter referred to as Grantee):

WITNESSETH:

1,000⁰⁰

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 repair and maintain the driveway, wall and landscaping located within the easement area described hereinbelow, situated in Shelby County, Alabama:

See Exhibit "A" attached hereto 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 installing, constructing, inspecting, maintaining, repairing, replacing the wall, driveway, any fencing, landscaping and any associated lawn sprinkler and irrigation.

TO HAVE AND TO HOLD, Unto the said **Richard W. Branham, Jr.** and wife, **Pamela L. Branham**, their heirs, personal representatives, successors agents and assigns, forever, subject to the following terms and conditions:

1. The grant of this easement and covenants contained herein 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, **Richard W. Branham, Jr.** and wife, **Pamela L. Branham**, their heirs, personal representatives, successors, agents and assigns shall have the responsibility for maintaining the easement area and any improvements located therein.

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, Highland Lakes Development, Ltd., by its General Partner, Highland Lakes Community, Inc., by its President, Douglas D. Eddleman, has caused this easement to be executed this the 7th day of August, 2015.

HIGHLAND LAKES DEVELOPMENT, LTD.

BY: Highland Lakes Community, Inc.

Its General Partner

BY:


Douglas D. Eddleman
Its President

STATE OF ALABAMA)

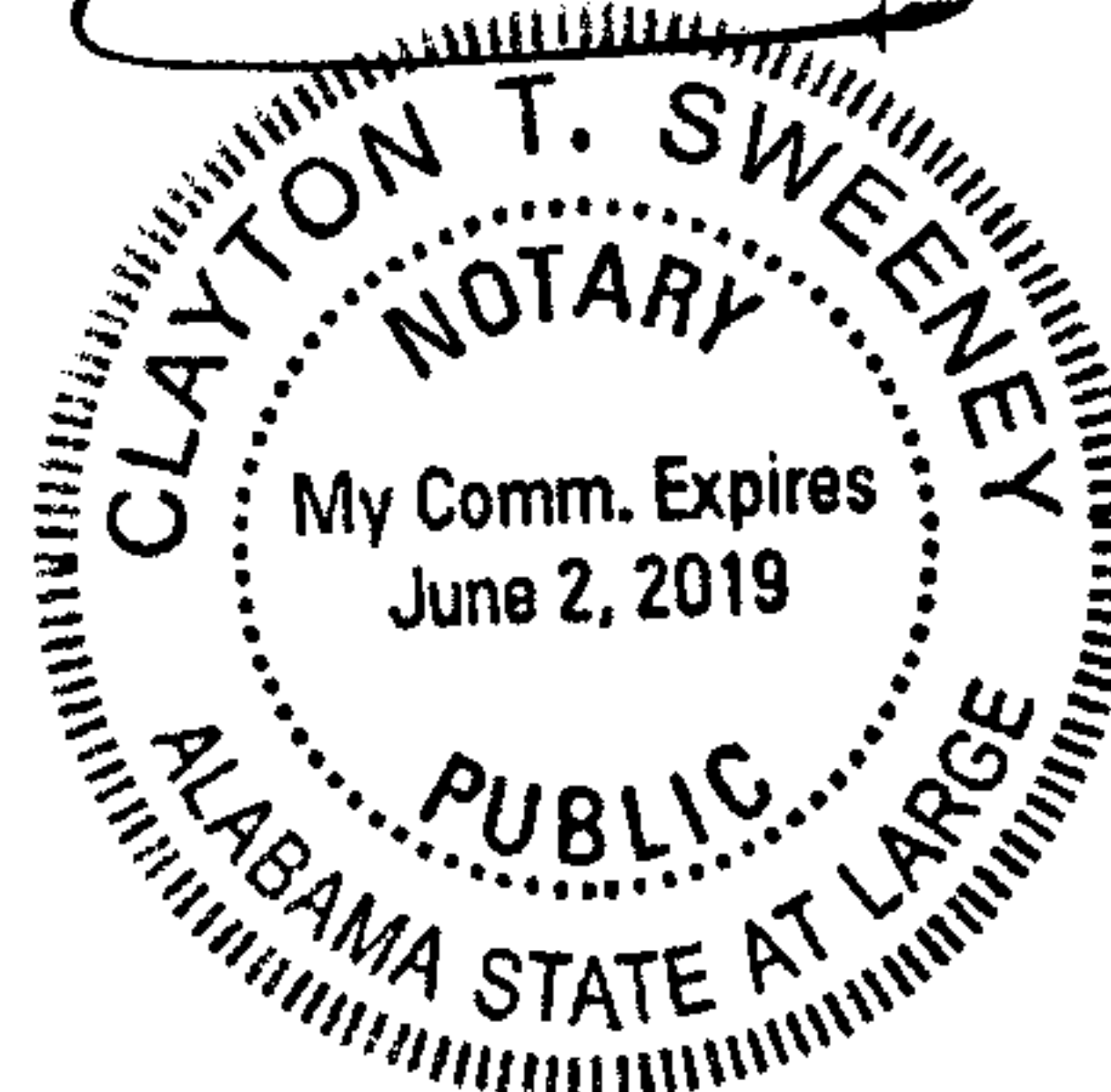
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Community, 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 7th day of August, 2015.


Notary Public

My Commission Expires: 6-2-2019



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The Highland Lakes Residential Association, Inc executes this easement only to acknowledge and accept all terms, conditions, restrictions and conditions contained hereinabove. The Highland Lakes Residential Association, Inc. 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.

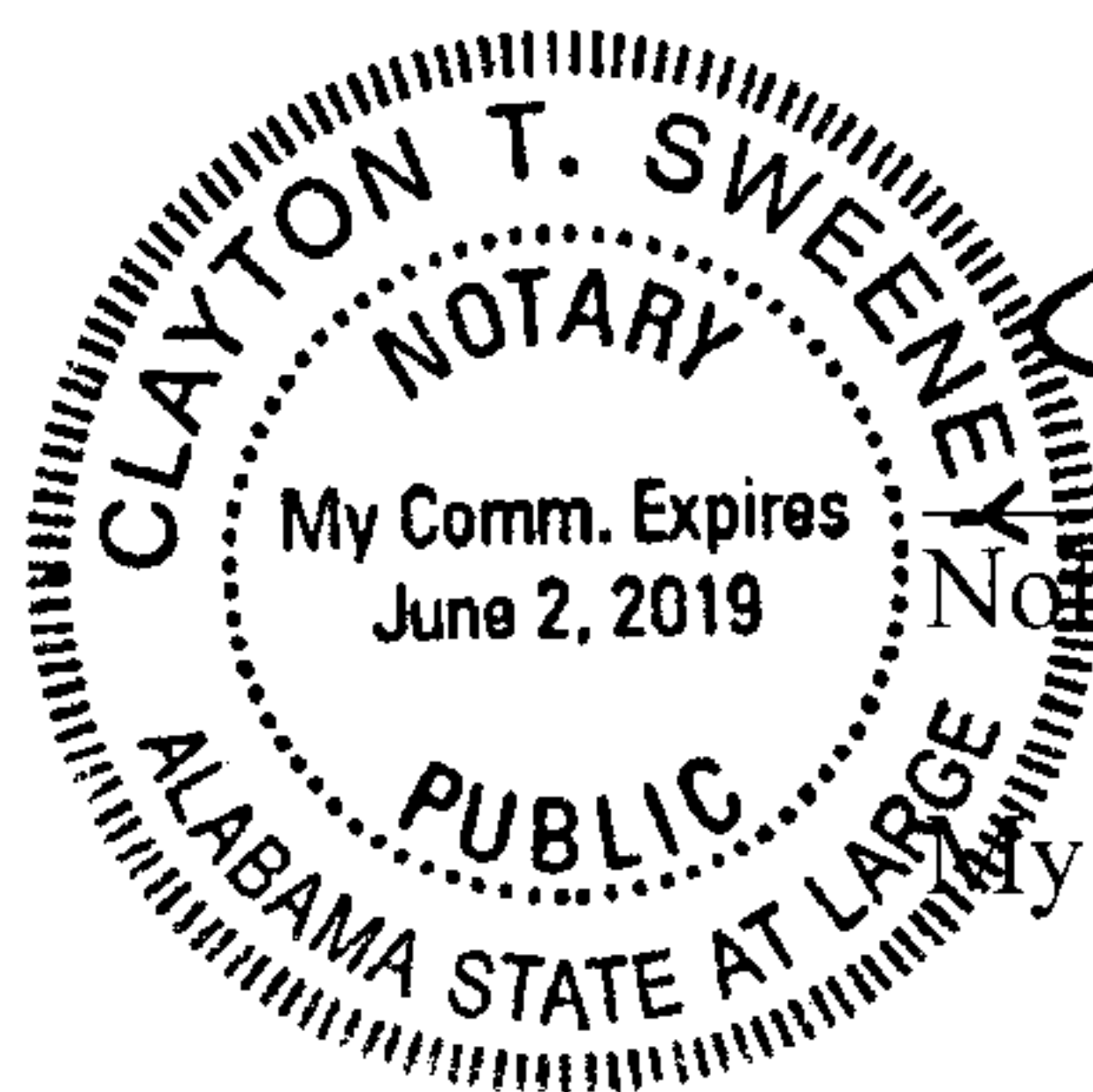
BY:


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 7th day of August, 2015.



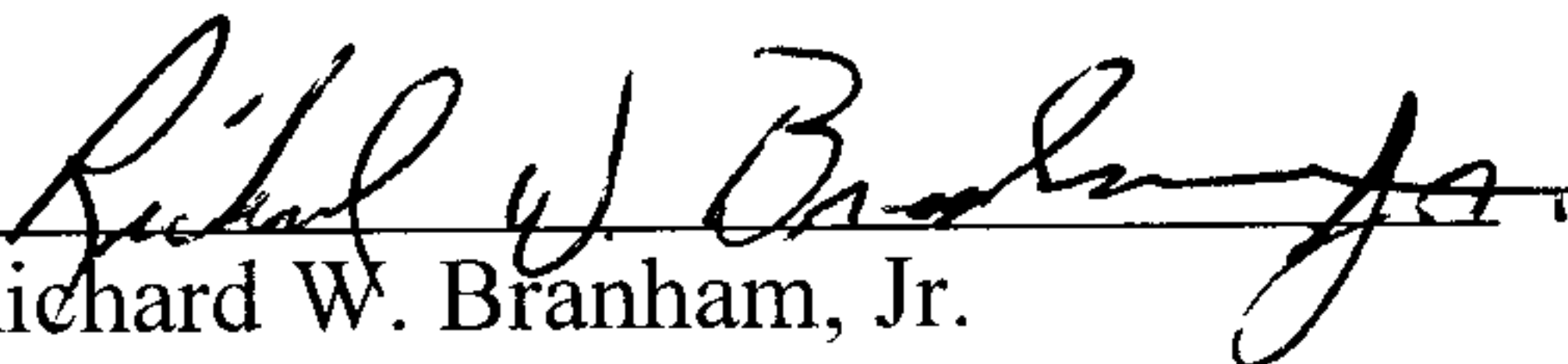

Notary Public


My Commission Expires: 6-2-2019

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


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IN WITNESS WHEREOF, the undersigned **Richard W. Branham, Jr.** and wife, **Pamela L. Branham**, executes this Easement to acknowledge and accept the terms and conditions of this hereinabove Easement for itself, its successors and assigns.


Richard W. Branham, Jr.


Pamela Branham

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that **Richard W. Branham, Jr.** and wife, **Pamela L. Branham**, whose name 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 foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 7th day of August, 2015.


Notary Public

My Commission Expires: 6-2-2019



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DESCRIPTION OF AN EXCLUSIVE EASEMENT

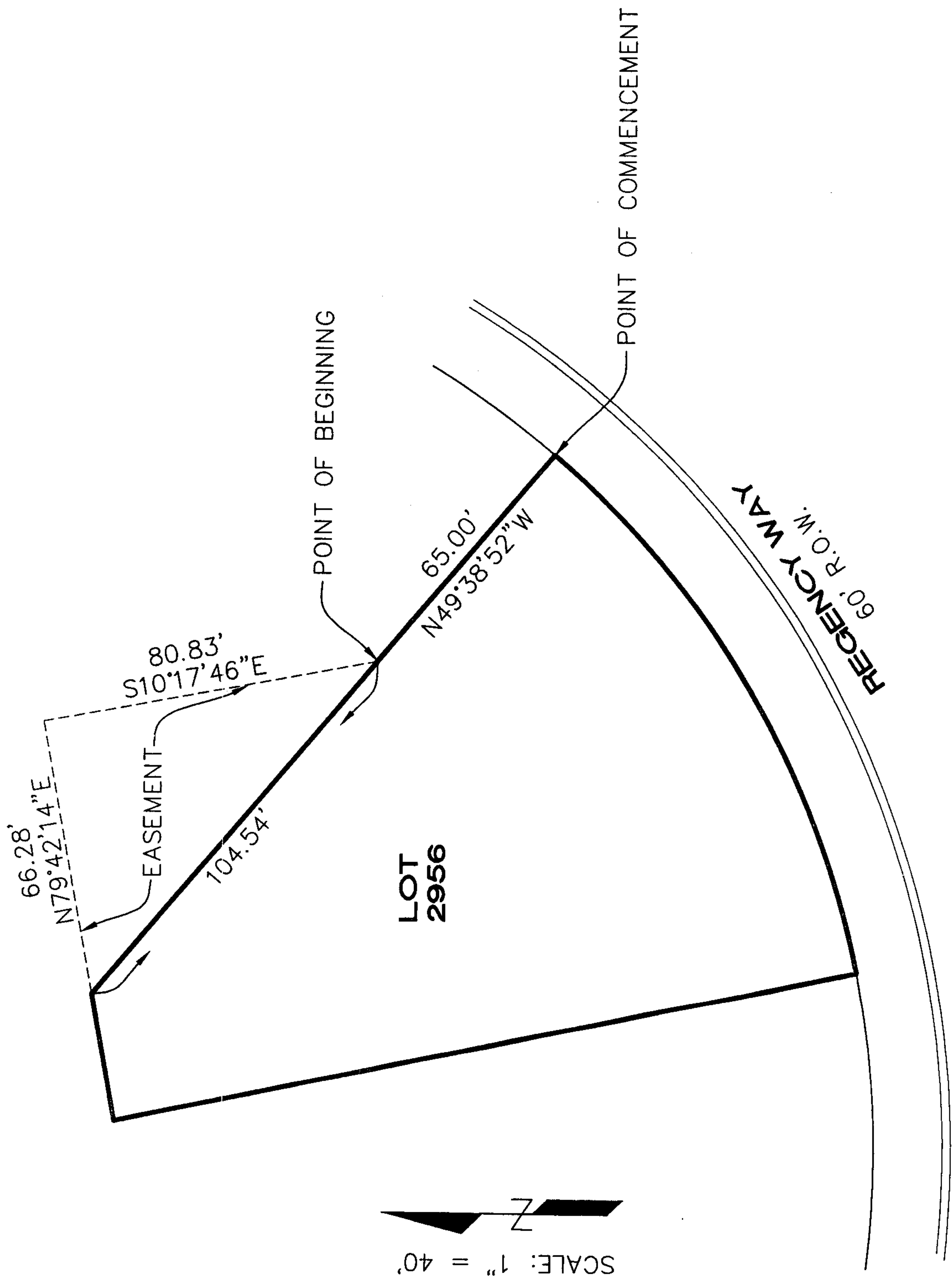
AN EXCLUSIVE EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF LOT 2956 ACCORDING TO THE SURVEY OF HIGHLAND LAKES 29TH SECTOR AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 36, PAGE 33 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF REGENCY WAY; THENCE RUN NORTH 49°38'52" WEST ALONG THE NORTHERLY PROPERTY BOUNDARY OF SAID LOT 2956 FOR 65.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE ALONG LAST DESCRIBED COURSE AND ALONG SAID PROPERTY BOUNDARY FOR 104.54 FEET; THENCE RUN NORTH 79°42'14" EAST FOR 66.28 FEET; THENCE RUN SOUTH 10°17'46" EAST FOR 80.83 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; SAID EASEMENT CONTAINING 2,679.04 SQUARE FEET.



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EXHIBIT EXCLUSIVE EASEMENT



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