

This instrument was prepared by:
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Martin, Rawson & Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

STATE OF ALABAMA)
SHELBY COUNTY)

2017 AMENDED BUFFER EASEMENT

The SMYER LAKE HOMEOWNERS ASSOCIATION, INC. ("Smyer HOA") and THOMAS C. MOORER ("Moorer") (collectively the "Parties") agree as follows, adopting the following definitions for purposes of this instrument:

Lot: Lot 42B, according to the Final Plat of Stonegate Realty-Subdivision of Lots 41, 42, 43 and 44 as recorded in Map Book 32, Page 108 in the Probate Office of Shelby County, Alabama.

House: The residence Moorer is building on the Lot, including the garage and ancillary structures.

Suit: *Smyer Lake Homeowners Association, Inc. v. Thomas Moorer, Central State Bank, Stidco Construction, LLC, et al* (Civil Action No. CV-2017-900164, Cir. Ct. Shelby Co. Al).

Buffer Easement: The easement arising from instruments recorded as Instruments 1993-08110, and amended as Instrument 20051110000589330, in the Probate Office of Shelby County, Alabama. The term "**Buffer**" is the buffer established by the Buffer Easement.

W I T N E S S E T H:

In consideration of settlement of the Suit, and for other due, good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Buffer Easement. The depth of the Buffer, as the Buffer applies to the Lot, is decreased from 100 feet to 60 feet, as measured from the northern

property line of the Lot (such northern property line being 20 feet south of the centerline of Smyer Lake Road); *provided that* the southern 40 feet which have been deleted from the Buffer, referred to as the "Deleted Area," is nonetheless subject to the following agreements:

(a) the exterior building line of the House as designed, including the garage (but excluding customary architectural components such as the roof, driveways, walkways, patios, retaining walls and the like) shall not be expanded further into the Deleted Area than the lines of the same now exist or exist as designed; and

(b) the exterior lighting from the House shall be consistent with the Stonegate HOA covenants presently in place which provide that Moorers' exterior lighting shall not illuminate the northern border of the Lot more than the brightness of a full moon.

The foregoing easement shall run with the land and be binding on the successors and assigns of Moorers.

2. **Miscellaneous.** Moorers shall consult in good faith with the Smyer HOA concerning the exterior lighting issues. Moorers may use the Contact Person appearing in the Notice Address below to initiate such negotiations with the Smyer HOA.

3. **Counterparts:** This instrument may be executed in counterparts, each of which is enforceable according to its terms as if all counterparts were executed simultaneously as part of the same document.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereon, intending to be legally bound, on this the 26th day of APRIL, 2017.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

"SMYER HOA:"

By: [Signature] [SEAL]

Name: David Young

Its: Authorized Representative

Contact Information:

1 Metroplex Drive, Ste. 100

Birmingham, AL 35209

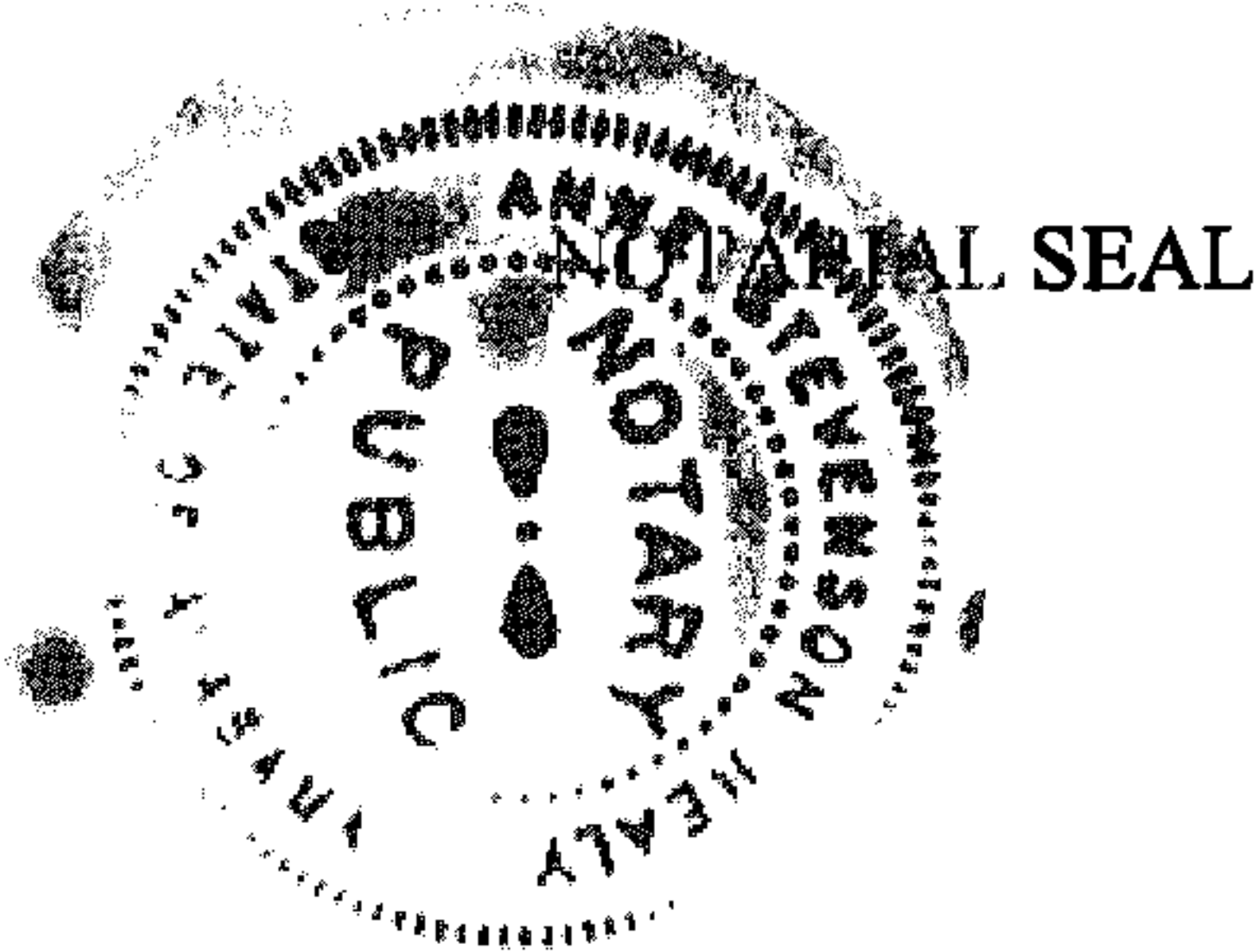
dmyine@gmail.com

205.314.8700

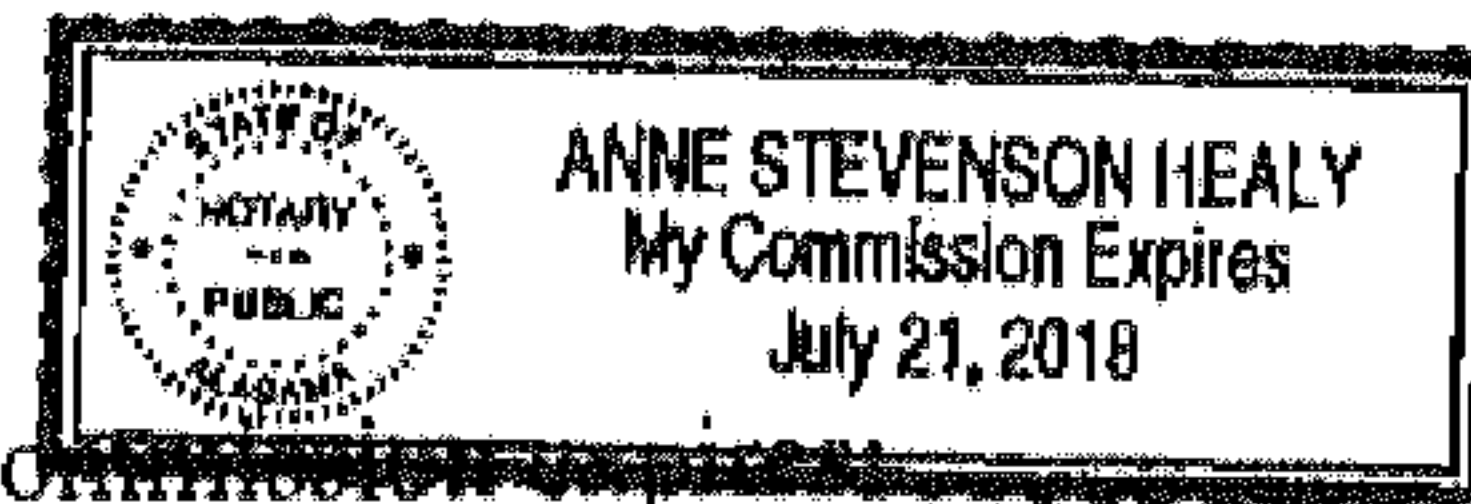
Jefferson COUNTY)

STATE OF ALABAMA)

Sworn to and subscribed before me this 26 day of April, 2017.

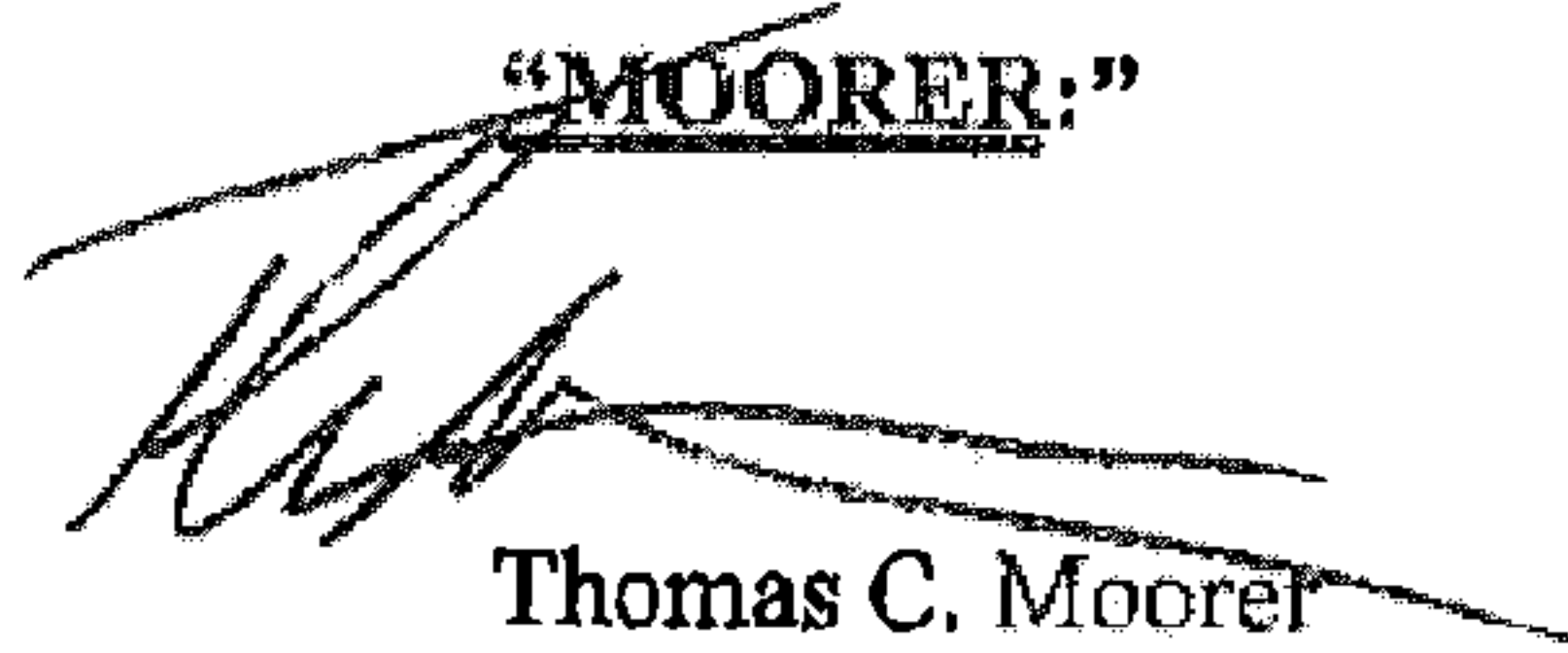


Notary Public Anne Stevenson Healy



My commission expires July 21, 2018

"MOORER:"

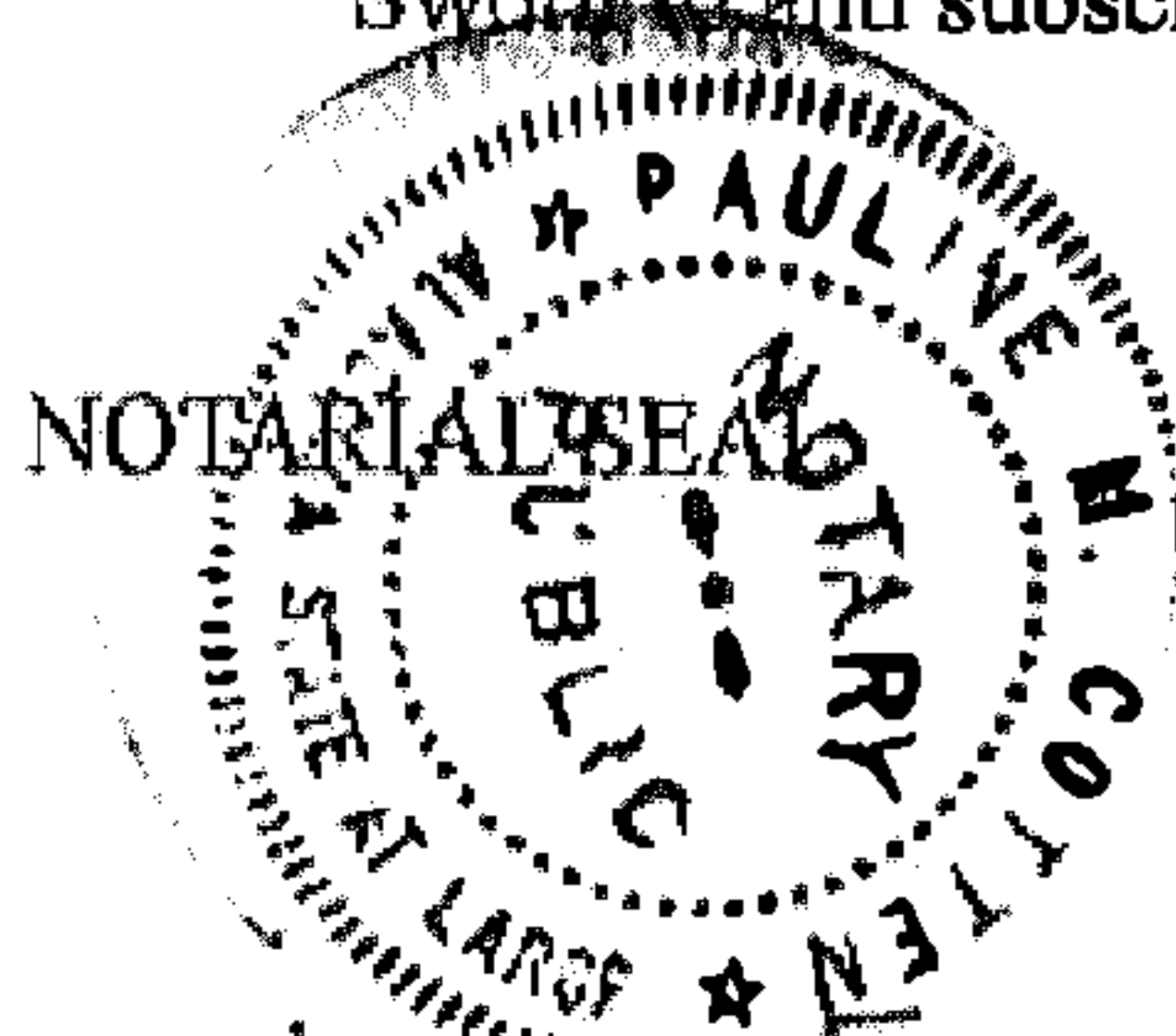

Thomas C. Moorer

[SEAL]

Jefferson COUNTY)

STATE OF ALABAMA)

Sworn to and subscribed before me this 25th day of April, 2017.



Notary Public Pauline M. Cotten

Commission Expires: 3/23/20



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/28/2017 11:02:37 AM
\$25.50 CHERRY
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