

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

INGRESS-EGRESS
EASEMENT AGREEMENT

THIS INGRESS-EGRESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 16th day of November, 2020 by MICHAEL B. RUFF and wife, TAMMY RUFF (the "RUFFS") in favor of HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation ("HIGHLAND LAKES").

R E C I T A L S:

The RUFFS are the fee owners of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The RUFFS (the "Grantor") desire to grant to HIGHLAND LAKES an ingress-egress easement over and upon the Easement Property described in Exhibit B for the purposes hereinafter set forth herein below (the "Easement Property"), which said easement shall be subject to any prior easement for ingress-egress granted by the RUFFS or prior owners.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements by Grantors**

(a) Subject to the terms and provisions of Paragraph 1(b) below, Grantors do hereby grant to HIGHLAND LAKES, along with their employees, agents, contractors and invitees, an easement over, across, through, under and upon the Easement Property for the purpose of re-configuring and constructing a retaining wall, sidewalk and all associated landscaping within the right of way of Highland Lakes Drive and within the boundaries of Lot 1845 Highland Lakes (the RUFFS' property) to improve the sight distance at the intersection of Highland Lakes Drive and Southledge.

(b) Notwithstanding anything provided herein to the contrary, the easements granted to Highland Lakes pursuant to Paragraph 1(a) above are subject to and limited as follows:

(i) Highland Lakes shall remove all trees within the limits of the construction area, construction of a new retaining wall, sidewalk, grade all disturbed areas and install sod in the disturbed area and further will use best management practices when performing the work and when entering on the RUFFS' property;

(ii) Highland Lakes covenants and agrees to repair and replace with substantially equivalent material any and all landscaping, plant life and other improvements of any nature which may be damaged or destroyed by Highland Lakes in the exercise of the rights granted pursuant to Paragraph 1(a) above; provided, however, that Highland Lakes shall not be required to repair or replace any exotic, elaborate or unduly expensive landscaping materials or plants;

(iii) The easements granted pursuant to Paragraph 1(a) above shall at all times be exercised by Highland Lakes in common with all other persons or entities who have any rights and interests in the Easement Property; and

(iv) Anything to the contrary notwithstanding, nothing construed herein shall be construed to be an acceptance by Highland Lakes of, or the acceptance of any maintenance responsibility by Highland Lakes for, any existing water lines, sanitary sewer lines, underground power lines, gas lines or other utilities, if any, which are located within the Easement Property as of the date of this Agreement.

(v) The Ruffs shall not plant any type of trees, shrubbery or flora within the Easement Property that would impede the sight distance. All such landscaping shall remain subject to the Declaration of Covenants, Conditions and Restrictions of Highland Lakes as recorded in Instrument No. 1994-07111 and amendments thereto.

(v) The grant of this easement shall be permanent in nature and the parties to this agreement acknowledge and agree that easements granted herein shall constitute a covenant that shall run with the land.

2. **Amendments.** This Agreement may be amended and modified only by a written instrument duly executed by RUFFS and Highland Lakes.

3. **Miscellaneous.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of RUFFS and HIGHLAND LAKES and their respective successors and assigns, forever. The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

4. **Notices.** Any and all notices required or permitted to be given hereunder shall be in writing and shall be served on the parties at the following addresses:

If to HIGHLAND LAKES

Attn: Douglas D. Eddleman
2700 Hwy 280 East Suite 425
Birmingham, AL 35223

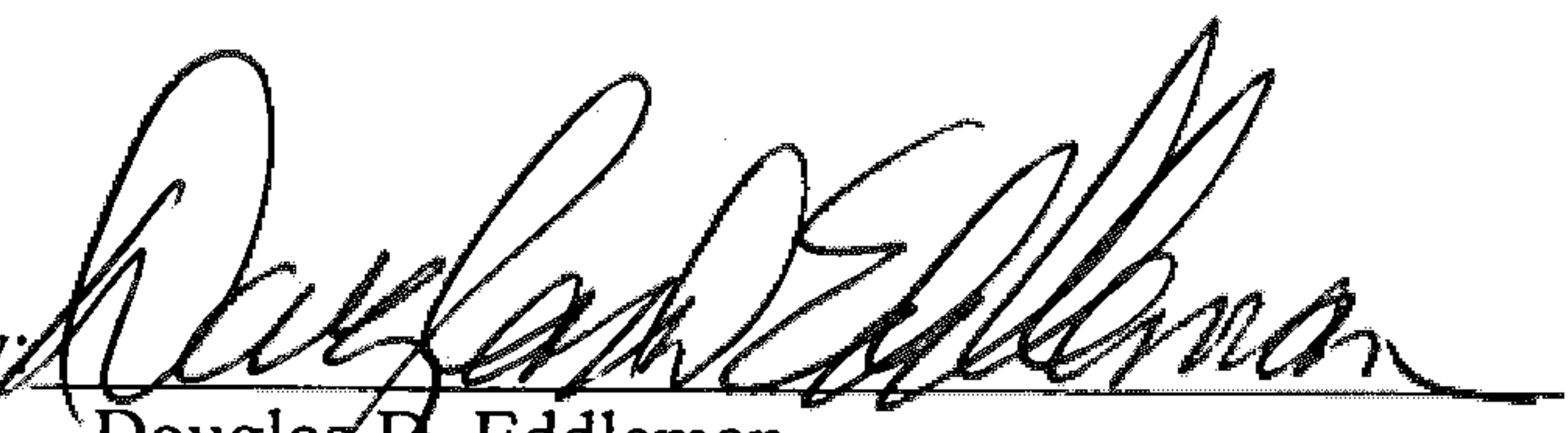
If to Grantor:

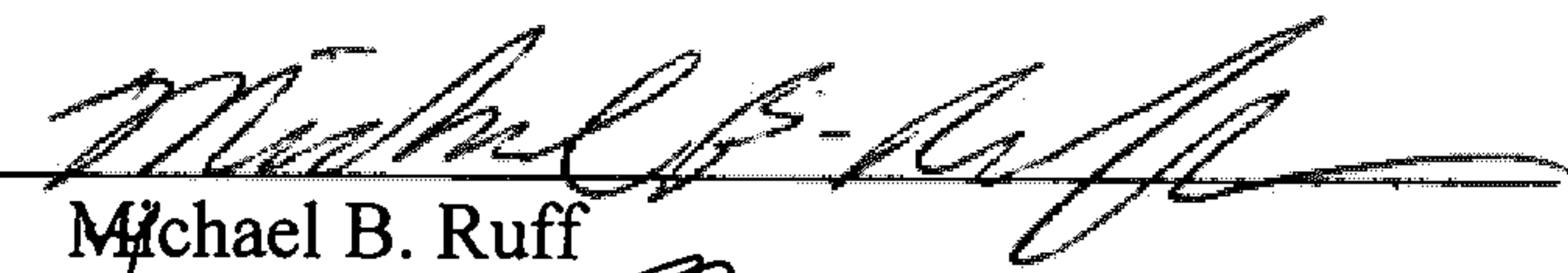

Michael B. Ruff
Tammy Ruff
100 Southledge
Birmingham, AL 35242

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States Mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above or (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**HIGHLAND LAKES RESIDENTIAL
ASSOCIATION, INC,** an Alabama non-profit
corporation

By: 
Douglas D. Eddleman
Its: President


Michael B. Ruff

Tammy Ruff

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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal this the 17th day of November, 2020.

Charlotte H. Garner

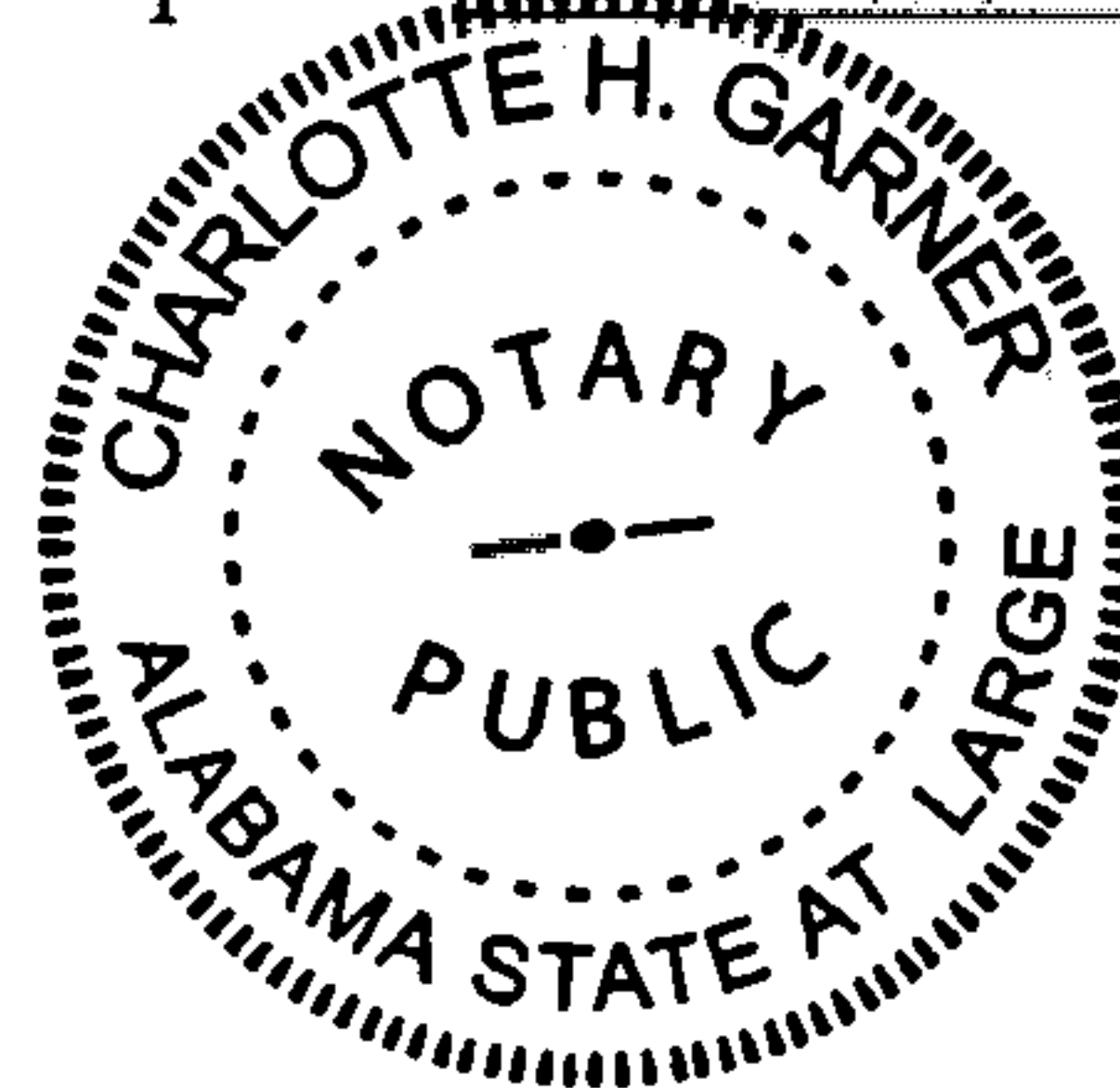
Notary Public

My Commission Expires: ~~06/02/2023~~ 10/15/2021

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael B. Ruff and wife, Tammy Ruff 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 said instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of November, 2020.

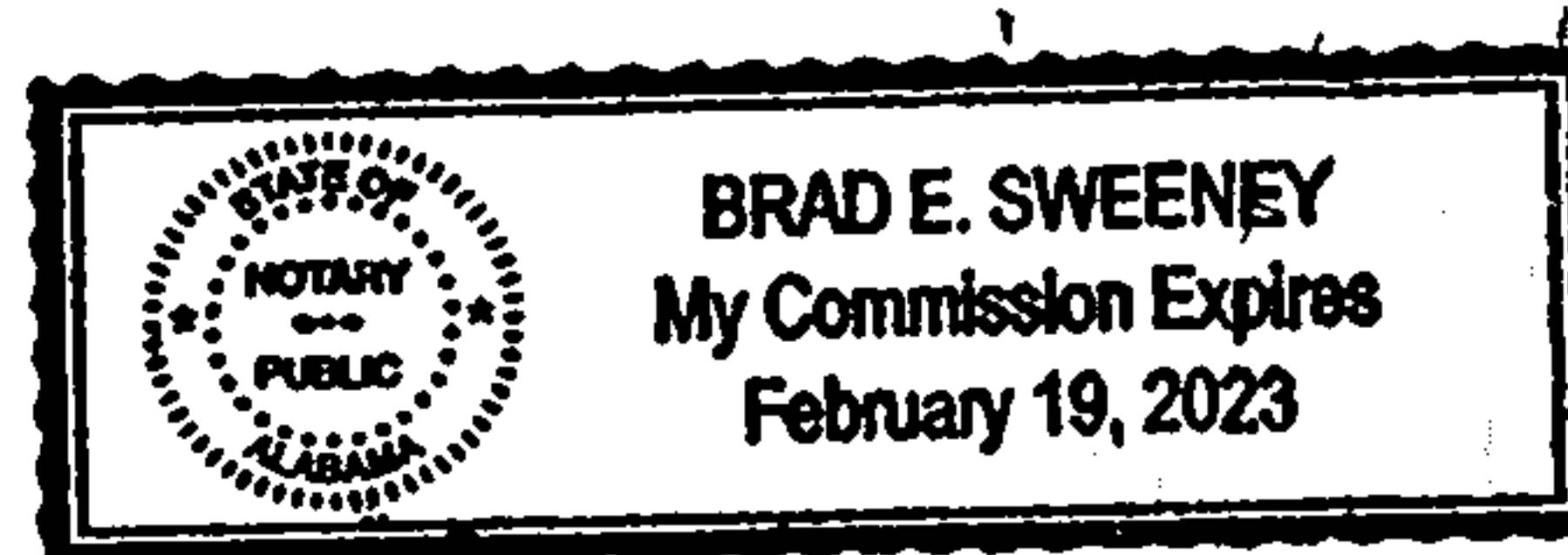
BRAD E. SWEENEY

Notary Public

[NOTARIAL SEAL]

My commission expires: 02/19/2023

This instrument prepared by and upon recording should be returned to:
Clayton T. Sweeney, Esq.
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, Alabama 35223
(205) 871-8855



Lot 1845, according to the Map of Highland Lakes, 18th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector Phase 1, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

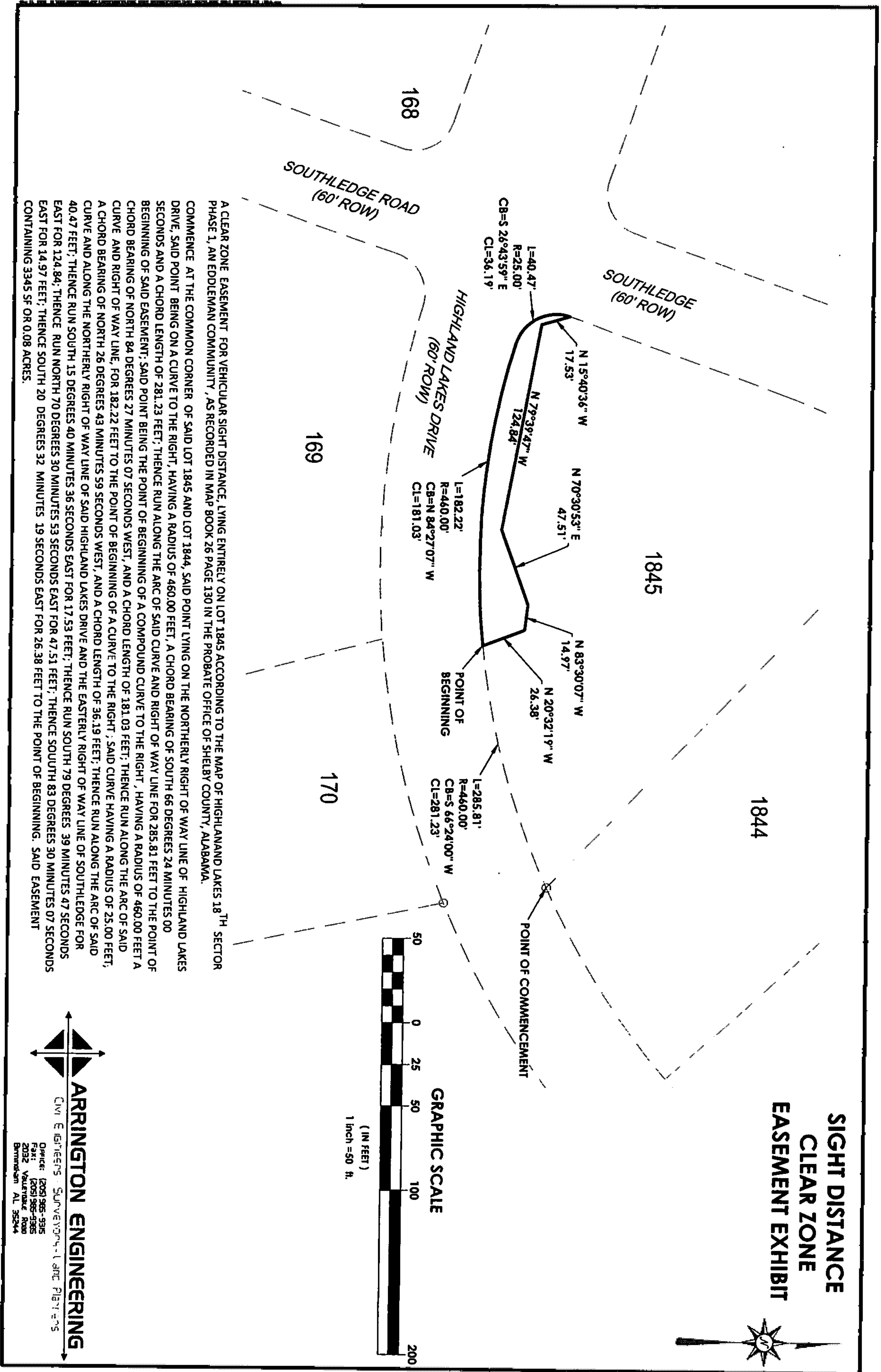
EXHIBIT B

Legal Description of Easement Property

An easement for ingress and egress being more particularly described or depicted on the attached drawing entitled "Southledge Sight Distance Improvement Plan" prepared by K. Scott Vaughn, PE AL Reg. No. 23149 dated 1-24-2020.

A CLEAR ZONE EASEMENT FOR VEHICULAR SIGHT DISTANCE, LYING ENTIRELY ON LOT 1845 ACCORDING TO THE MAP OF HIGHLAND LAKES 18TH SECTOR PHASE 1, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 26 PAGE 130 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMENCE AT THE COMMON CORNER OF SAID LOT 1845 AND LOT 1844, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHLAND LAKES DRIVE, SAID POINT BEING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 66 DEGREES 24 MINUTES 00 SECONDS AND A CHORD LENGTH OF 281.23 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE FOR 285.81 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; SAID POINT BEING THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET A CHORD BEARING OF NORTH 84 DEGREES 27 MINUTES 07 SECONDS WEST, AND A CHORD LENGTH OF 181.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, FOR 182.22 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 43 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 36.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHLAND LAKES DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF SOUTHLEDGE FOR 40.47 FEET; THENCE RUN SOUTH 15 DEGREES 40 MINUTES 36 SECONDS EAST FOR 17.53 FEET; THENCE RUN SOUTH 79 DEGREES 39 MINUTES 47 SECONDS EAST FOR 124.84; THENCE RUN NORTH 70 DEGREES 30 MINUTES 53 SECONDS EAST FOR 47.51 FEET; THENCE SOUTH 83 DEGREES 30 MINUTES 07 SECONDS EAST FOR 14.97 FEET; THENCE SOUTH 20 DEGREES 32 MINUTES 19 SECONDS EAST FOR 26.38 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 3345 SF OR 0.08 ACRES.



A CLEAR ZONE EASEMENT FOR VEHICULAR SIGHT DISTANCE, LYING ENTIRELY ON LOT 1845 ACCORDING TO THE MAP OF HIGHLAND LAKES 18TH SECTOR PHASE 1, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 26 PAGE 130 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT "B"

Allen S. Bayal

