



20230515000142570 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
05/15/2023 10:51:49 AM FILED/CERT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

### EASEMENT

This easement made and entered into this 10th day of May, 2023, by and between **The Village at Highland Lakes, Inc.**, an Alabama Corporation (hereinafter referred to as the "Grantor and Developer") and **The Village at Highland Lakes Residential Association, Inc.**, an Alabama Non-Profit Corporation (hereinafter referred to as the "Association"), and **Eddleman Residential, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantee"):

### WITNESSETH:

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 for ingress and egress and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to install, construct and maintain a private driveway, and landscaping and any associated lawn sprinkler or irrigation on the following described land, situated in Shelby County, Alabama:

AN INGRESS AND EGRESS EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND LYING ON PROPERTY OWNED BY THE VILLAGE AT HIGHLAND LAKES, INC., DESCRIBED IN WARRANTY DEED INSTRUMENT # 20051229000667950, AND RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. COMMENCE AT THE WESTERLY MOST CORNER OF LOT 80 ACCORDING TO THE 2ND AMENDMENT TO THE AMENDED MAP OF THE VILLAGE AT HIGHLAND LAKES SECTOR 1, AS RECORDED IN MAP BOOK 38 PAGES 24 A,B,C,D & E IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 62 DEGREES 12 MINUTES 51 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 80 FOR 171.10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND SAID LOT LINE FOR 18.68 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND VILLAGE TRAIL, AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 93.50 FEET, AND A CHORD BEARING OF SOUTH 78 DEGREES 13 MINUTES 16 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE, AND SAID RIGHT OF WAY FOR 9.20 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN NORTH 35 DEGREES 23 MINUTES 25 SECONDS WEST FOR 12.99 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 54 SQUARE FEET OR 0.0012 ACRES MORE OR LESS.



20230515000142570 2/5 \$35.00  
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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 private driveway and landscaping and any associated lawn sprinkler and irrigation.

TO HAVE AND TO HOLD, unto the said **Eddleman Residential, LLC**, an Alabama limited liability company, its successors 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, their respective successors and assigns.

2. The Grantee herein, **Eddleman Residential, LLC**, an Alabama limited liability company, its successors and assigns shall have the sole responsibility for maintaining the private driveway and landscaping and any associated lawn sprinkler and irrigation within said easement.

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.





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IN WITNESS WHEREOF, The Village at Highland Lakes, Inc., by its President,  
Douglas D. Eddleman, has caused this easement to be executed this the 10th day of May, 2023.

The Village at Highland Lakes, Inc.  
An Alabama Corporation

BY

  
Douglas D. Eddleman  
Its President

Easement – Lot 80 Village at Highland Lakes

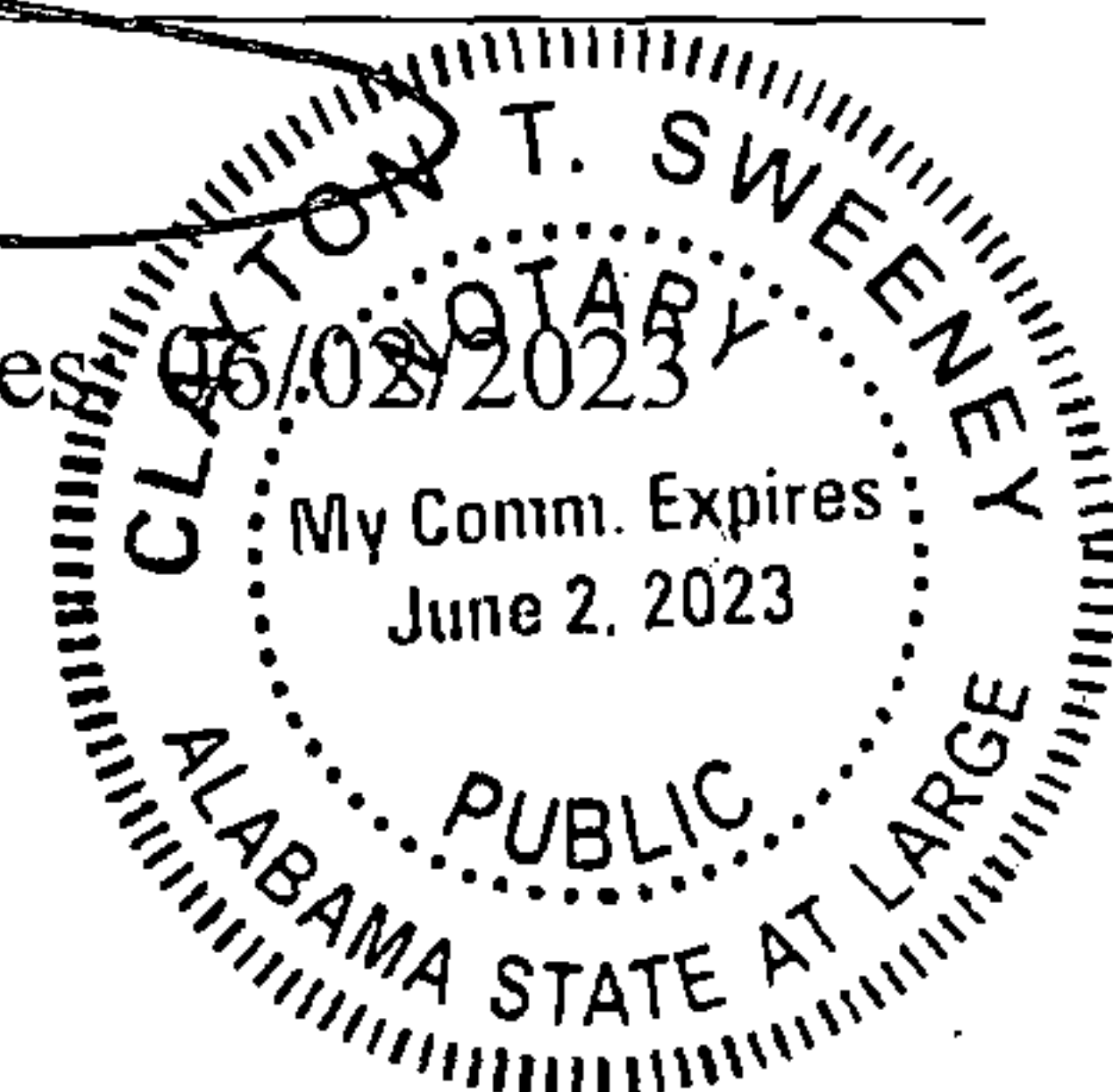
STATE OF ALABAMA)  
JEFFERSON COUNTY)

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 The Village at Highland Lakes, Inc., an  
Alabama 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 above and  
foregoing 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 of office this the 10th day of May, 2023.

  
Notary Public

My Commission Expires

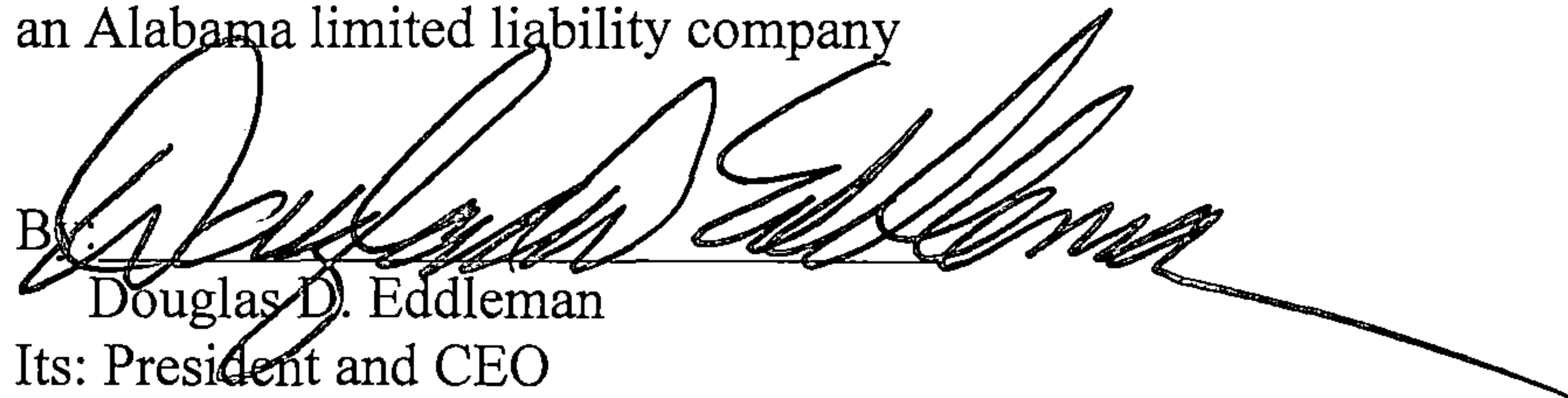




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**Eddleman Residential, LLC**, an Alabama limited liability company, as Grantee herein and being the Owner of Lot 80, according to the 2<sup>nd</sup> Amendment to the Amended Map of a Single Family Residential Subdivision, The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Pages 24 A, B, C, D & E, Shelby County, Alabama, executes this Easement to acknowledge and accept the terms and conditions of this hereinabove Easement for itself, its successors and assigns.

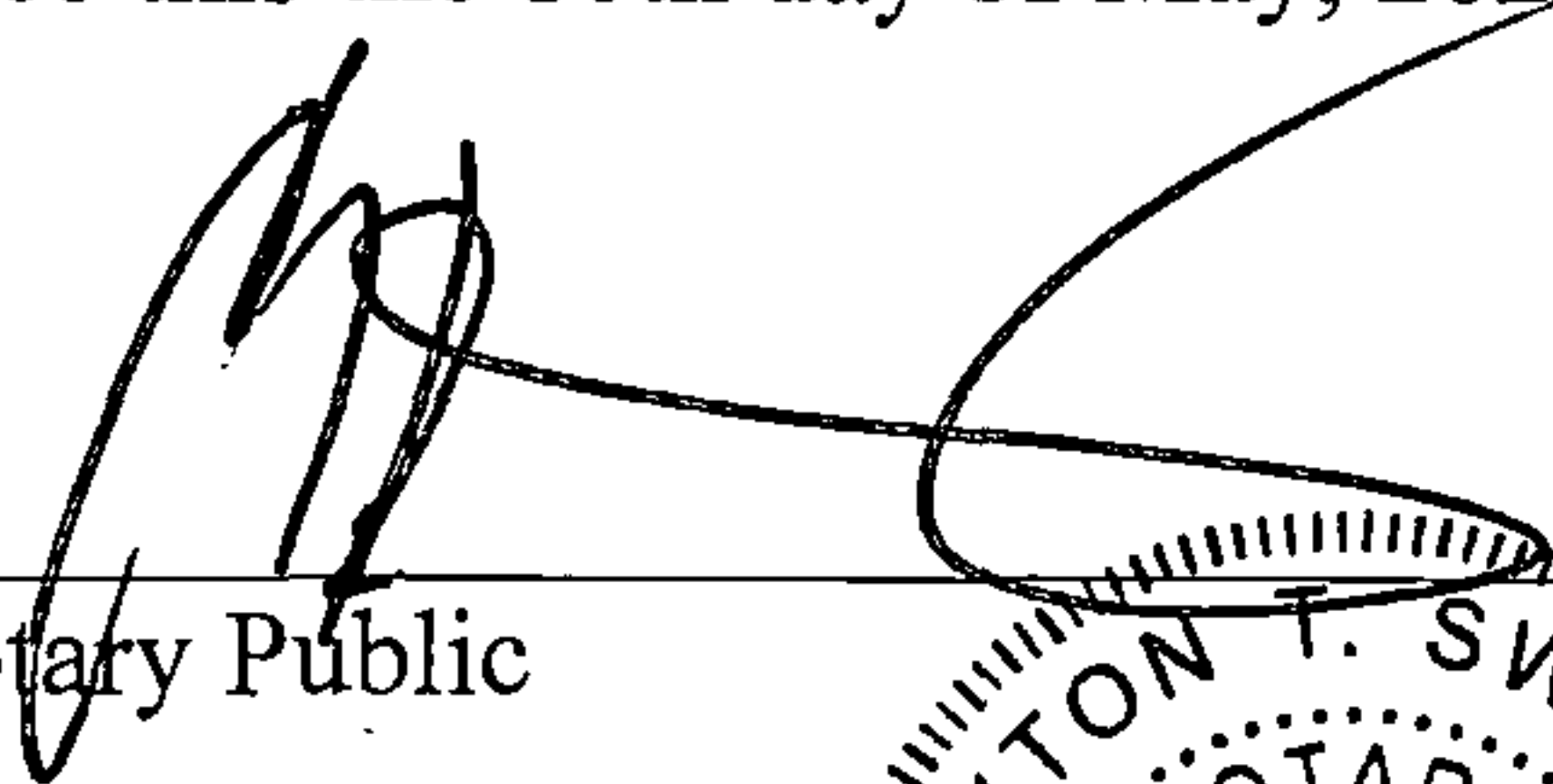
**Eddleman Residential, LLC**,  
an Alabama limited liability company

  
By: Douglas D. Eddleman  
Its: President and CEO

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Douglas D. Eddleman, whose name as President and CEO of **Eddleman Residential, LLC**, an Alabama limited liability company, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 10th day of May, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/02/2023





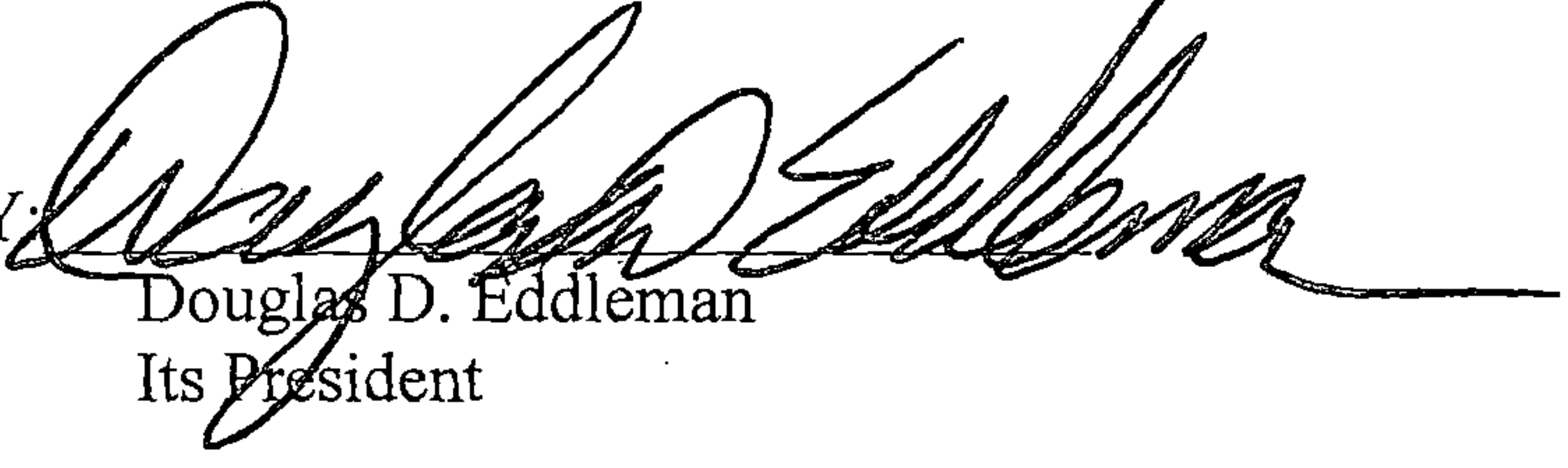


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The Village at Highland Lakes Residential Association, Inc executes this easement only to acknowledge and consent to all terms, conditions, restrictions and conditions contained hereinabove and to convey any interest it may have in said property. The Village at 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.

The Village at Highland Lakes Residential  
Association, Inc.

BY:

  
Douglas D. Eddleman  
Its President

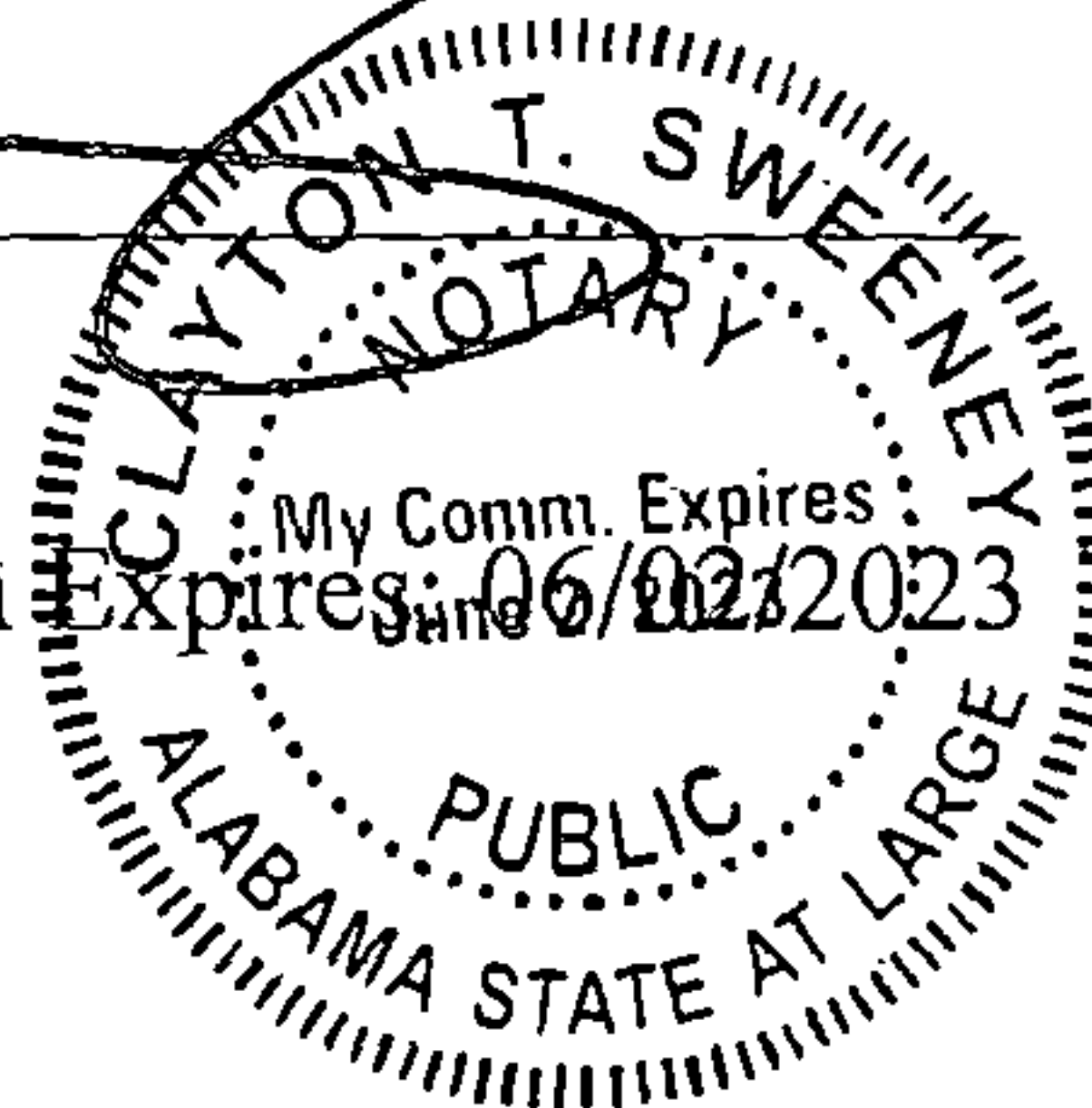
STATE OF ALABAMA)  
JEFFERSON COUNTY)

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 The Village at 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 10th day of May, 2023.

  
Notary Public

My Commission Expires



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