

28

STATE OF ALABAMA
BALDWIN COUNTY

INGRESS, EGRESS, AND USE EASEMENT
(cross - easement)

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2000 May -10 3:13PM
Instrument Number 545045 Pages 4
Recording 10.00 Mortgage
Deed Min Tax
Index JP 1.00
Archive
Adrian T. Johns, Judge of Probate

CLC/C

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual exchange of easements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby GRANT, CONVEY, ASSIGN and SET-OVER (subject to the restrictions and limitations set out below) each to the other the following described easements in their respective properties:

(1.) THE DUNES MASTER HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, and SAGE DEVELOPMENT, L.L.C., an Alabama limited liability company, Parties of the First Part, do hereby grant, convey, assign and set-over (subject to the restrictions and limitations set out below) unto DUNE PARCEL, L.L.C., an Alabama limited liability Company and the DUNES CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, Parties of the Second Part, their respective successor and assigns, a non-exclusive right of way and easement for the purposes of ingress, egress, use and enjoyment over and across the following described lands situated in Baldwin County, Alabama, to-wit:

An unimproved non exclusive easement for ingress, egress and access to Mobile Bay over and across a limited area, designated by Sage Development, L.L.C., of Lot 20, Gulf Beach Fort Morgan Subdivision, as set forth on plat recorded in Map Book 3, page 26 in the office of the Judge of Probate, Baldwin County, Alabama. The designated easement area will be set forth on a separate instrument, which refers to this instrument, filed for record in the office of the Judge of Probate, Baldwin County, Alabama. The easement area may not include any physical improvements.

A nonexclusive easement for ingress, egress, use and enjoyment of the Common Areas, Beach Area, and roadways located within or hereafter located within Dunes, Phase I and Phase II, a subdivision, as recorded on Slides 1907-B and 1708-A (Phase I) and Slides 1832A and 1832B (Phase II) in the office of the Judge of Probate, Baldwin County, Alabama. and any future phases located within Dunes, a subdivision, for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Covenants, Permit, and the Rules, Assessments, and Regulations of the Master Association, which said Rules and Regulations will not unnecessary impair the use of the easement granted.

Parties of the Second Part understand the easements and licenses granted above are subject to rules, regulations, and assessments of the Dunes Master Association and the recorded restrictions and covenants pertaining to the Dunes subdivision.

This easement is granted for the purpose of providing the owners of Lot 51-A and the future members of Dunes Condominium Association, Inc., with

ingress, egress over the roadways and access areas described above and the use and enjoyment of the Common Areas described above and the amenities located thereon.

TO HAVE AND TO HOLD the easement unto the said Dune Parcel, L.L.C. and Dunes Condominium Association, Inc., and unto their respective successors and assigns as an appurtenance to each condominium unit located within the condominium project located, or to be located, on Lot 51-A or 51-B, The Dunes, a condominium.

This easement shall automatically terminate and all rights conveyed shall revert back to the Parties of the First Part, in the event a condominium project is not constructed or the easement set forth below is revoked, cancelled, or terminated.

The Parties of the First Part retain for themselves, their respective successors and assigns, all rights not specifically granted herein. Parties of the First Part also retain, reserve and shall continue to enjoy use of the surface of such property for any and all purposes for which they are intended.

(2.) Dune Parcel, L.L.C., an Alabama limited liability company, does hereby grant, convey, assign and set-over (subject to the restrictions and limitations set out below) unto Sage Development, L.L.C., an Alabama limited liability company and The Dunes Master Homeowners' Association, Inc., a non-profit corporation, their respective successor and assigns, a non-exclusive right of way and easement for the purposes of ingress, egress, use and enjoyment over and across the following described lands situated in Baldwin County, Alabama, to-wit:

The areas designated as "Common Areas" or "Common Elements" on the plats and plans for the Dunes, Phase I, a condominium, which will be constructed on Lot 51A, of a resubdivision of Lot 51, The Dunes, a subdivision, Phase II, as the same is recorded on Slide 1937-A, in the office of the Judge of Probate, Baldwin County, Alabama and the "Common Areas" of any future phase of Dunes, a condominium. Together with non exclusive ingress and egress over and across the designated easement from Lot 51A to Dune Drive.

The nonexclusive easement granted herein is for use and enjoyment of the Common Areas and amenities to be located thereon, as designated on the Plats and Plans of Dunes, a condominium, for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Declaration of Condominium of the Dunes, a condominium and the Rules, Assessments and Regulations of the Dunes Condominium Association, which said Rules and Regulations will not unnecessary impair the use of the easement granted herein. The nonexclusive easement granted herein is not intended to include any Limited Common Elements.

This easement is granted for the purpose of providing Sage Development, L.L.C. and the members of the Dunes Master Homeowners' Association, Inc., their respective successors and assigns with ingress, egress over the roadways, parking areas, hallways, corridors and access areas described above and the use and enjoyment of the Common Areas described above and the amenities located thereon.

TO HAVE AND TO HOLD the easement unto the said Sage Development, L.L.C. and the Dunes Master Association, Inc., and unto their respective successors and assigns as an appurtenance to other lands owned by Sage Development, L.L.C. and to the subdivision lots located in the Dunes, a subdivision, Phase I, Phase II and any future phase of the Dunes, a subdivision, This easement shall automatically terminate and all rights conveyed shall revert back to the Parties of the Second Part, in the event the easement set forth above is revoked, cancelled, or terminated.

The Parties of the Second Part retain for themselves, their respective successors and assigns, all rights not specifically granted herein. Parties of the Second Part also retain, reserve and shall continue to enjoy use of the surface of such property for any and all purposes for which they are intended.

IN WITNESS WHEREOF, the Parties of the First Part and the Parties of the Second Part have caused this instrument to be executed by duly authorized managers and/or officers, whose names are set forth below, this 10 day of May, 2000.

SAGE DEVELOPMENT, L.L.C.,
an Alabama limited liability
company

THE DUNES MASTER HOMEOWNERS'
ASSOCIATION, INC.

Y: W. Kennedy Striplin (SEAL)
W. KENNEDY STRIPLIN, President

by: W. Kennedy Striplin (SEAL)
W. KENNEDY STRIPLIN,
Managing Member

Dune Parcel, L.L.C.,
an Alabama limited liability
company

by: Rick A. Phillips
RICK A. PHILIPS, General
Manager

STATE OF ALABAMA
BALDWIN COUNTY

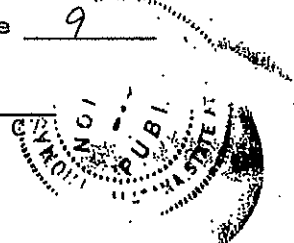
ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that W. KENNEDY STRIPLIN, whose name as Managing Member of SAGE DEVELOPMENT, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the 9
day of May, 2000.

[Signature]
NOTARY PUBLIC

My commission expires: 10/26/2004



STATE OF ALABAMA
BALDWIN COUNTY

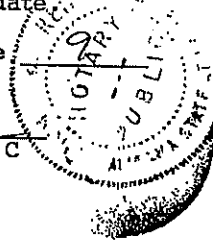
ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that W. KENNEDY STRIPLIN, whose name as President of THE DUNES MASTER HOMEOWNERS ASSOCIATION, INC., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 11 day of May, 2000.

[Signature]
NOTARY PUBLIC

My commission expires: 10/26/2002



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STATE OF ALABAMA
BALDWIN COUNTY

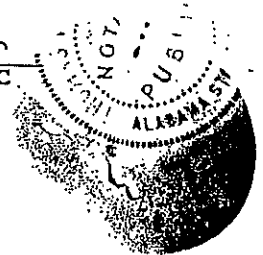
ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said state, hereby certify that RICK A. PHILLIPS, whose name as General Manager of DUNE PARCEL, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the 10 day of May, 2000.

[Signature]
NOTARY PUBLIC

My commission expires: 10/26/2002



This instrument prepared by:

Thomas W. Klyce, P.C.
Attorney at Law
Post Office Box 2301
Gulf Shores, AL 36547