

STATE OF ALABAMA)
BALDWIN COUNTY)

**DRIVEWAY EASEMENT-DIXIE GRAVES
PARKWAY - BALDWIN COUNTY,
ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION, acting by and through its Commissioner (hereinafter referred to as "Grantor"), for and in consideration of the sum of Three Hundred Eighty Two Dollars and 50/100 (\$382.50) and other valuable consideration, to it in hand paid by D & E INVESTMENTS (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, docs hereby grant unto D & E Investments a nonexclusive easement over and across a strip of land located in Baldwin County, Alabama. The easement is shown as Exhibit "A", which is attached hereto and made a part hereof.

Said driveway easement is granted under the following specific terms, conditions and stipulations:

1. Said driveway easement shall be in accordance with the attached drawing. It is expressly understood and agreed, however, that notwithstanding any reference to "easement" on the attached Exhibit "A" nor other language to the contrary, this instrument in no way grants or creates a property right in GRANTEE, but only provides the driveway easement herein described.

2. The purpose of this driveway easement is for access to GRANTEE'S property across GRANTOR'S property and for no other purpose. GRANTEE agrees not to occupy or in any way alter GRANTOR'S property adjacent to this easement.

REAL 06051401 0394

RECORDED
STATE OF ALABAMA
BALDWIN COUNTY
COMMISSIONER OF REVENUE
DEC 7 2 47 PM '94
FEE - 50
RECORDING # 06051401-0394
APPROVED BY
COMMISSIONER OF REVENUE

3. GRANTEE shall obtain all necessary permits or authorizations from any other necessary agencies (State or Federal) that may be required before beginning the work.

4. If at any time GRANTEE fails to use the premises or abandons its use for the purpose for which this driveway easement is granted for two (2) consecutive years, the easement herein granted shall revert to the State of Alabama.

5. The State of Alabama reserves the right of ingress and egress over and upon said easement premises, and further reserves all minerals and mineral rights, including the right to prospect and/or drill through itself or its agents on the said premises; provided such acts by the State of Alabama do not in any way interfere with the construction, operation, maintenance or use of said easement as herein granted.

6. It is specifically understood by GRANTEE that in the event any blasting is necessary for the construction of said driveway easement, that it will notify the Director of the Parks Division of the Department of Conservation and Natural Resources at least seven (7) days prior to such blasting. It is further understood by GRANTEE that such blasting shall be done only under the supervision of an agent of the Parks Division of the Department of Conservation and Natural Resources, provided; however, the Director of the Parks Division of the Department of Conservation and Natural Resources may waive this restriction if, in his judgement, he deems the restriction unnecessary.

7. The State, in approving this application does not in any way assume responsibility for the maintenance of this easement. The State shall not be responsible for any claims for damages done

to existing private property, public utilities or the travelling public caused by GRANTEE, its agents, servants or employees or caused by the construction itself.

9. GRANTEE further understands and agrees to have a copy of the approved agreement and plans or sketches on the job site at all times while said work is being performed.

10. GRANTEE understands and agrees that the State of Alabama assumes no liability for the proposed work in connection with the construction of the easement, and GRANTEE agrees to save and hold harmless the State of Alabama, its agents and employees, from any and all claims or causes of action which may arise from the construction or use of the said right of way as herein described.

11. It is further understood and agreed that the GRANTEE shall not haul or use any clays, sand clays and any other materials that can be potentially discoloring which shall be defined, and are hereby defined, to include all soils and fill materials exhibiting red, pink, yellow and/or brown color characteristics, including but not limited to Blakely sand clays, Carnegie sand clays, Eustis loam sand, Faceville sandy clay and loams, Huckabee Aluvium, Irigora clay, Red bay fine sand loam and clay loam Ruston fine and sandy clay, Sunswect fine sandy loam and clay loam, and Wahca clay for the construction of the said driveway easement.

12. The driveway easement granted by this instrument is specifically made nonassignable by GRANTEE.

TO HAVE AND TO HOLD the same unto GRANTEE, in accordance with the terms, conditions, stipulations, and reservations herein contained.

IN WITNESS WHEREOF, the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, has caused this instrument to be executed by its Commissioner on this the 31st day of August 1994.

STATE OF ALABAMA
Department of Conservation
and Natural Resources

RECOMMENDED:

Gary G. Leach
Gary G. Leach, Director
State Parks Division

Charley Grimsley
Charley Grimsley, Commissioner

TERMS ACCEPTED:
D & E Investments

By Mr. Drummond
Its President

APPROVED:

Jim C. White
State Finance Director

APPROVED FOR LEGAL FORM
LEGAL SECTION DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES
BY [Signature]

APPROVED:

Jim Folsom
Governor of Alabama

ATTEST:
Jim Bennett
Secretary of State

REAL 06057M 0397

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Charley Grimsley, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama 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 within instrument, he in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on this the 31st day of August, 1994.

Sharon S. Miller
Notary Public

REAL0605140 0398

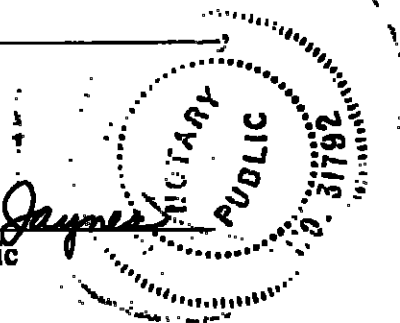
STATE OF ALABAMA)

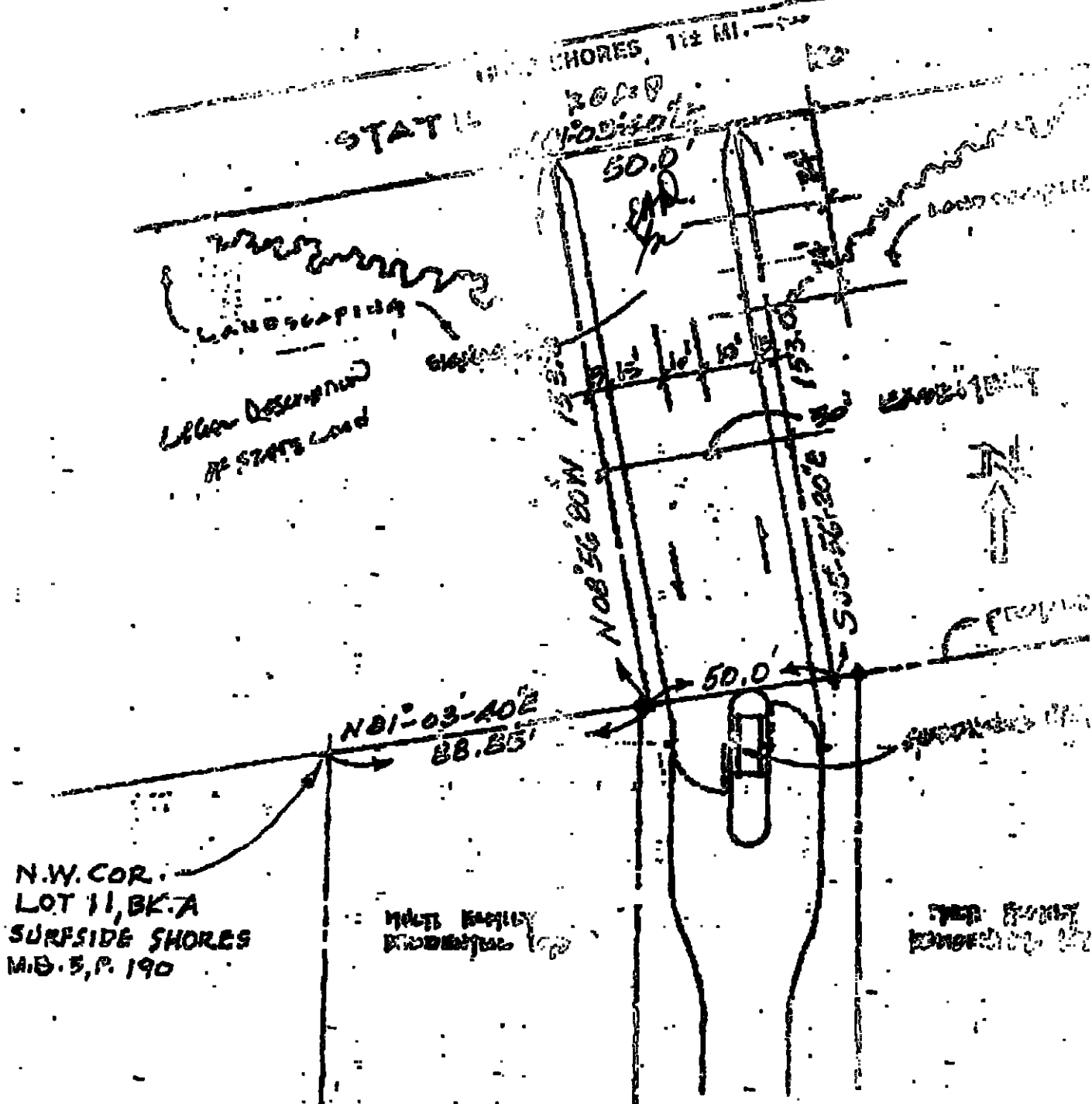
WALKER COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that E. A. Drummond whose name as President of D & E INVESTMENTS 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 within instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily on this the 19th day of July, 1994.

Given under my hand and seal this the 19th day of July, 1994.

Martha Lynn Jaymes
Notary Public





LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, BK. A, SURFSIDE SHORES, AS RECORDED IN MAP BOOK 5, PAGE 190, PROBATE RECORDS, BALDWIN COUNTY, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF DIXIE GRAVES PARKWAY (ALABAMA HIGHWAY 190); RUN THENCE N01°03'40"W ALONG SAID SOUTH RIGHT OF WAY LINE 80.85 FEET TO THE POINT OF BEGINNING; RUN THENCE S08°56'20"W 153.0 FEET TO THE SOUTH EDGE OF PAYMENT OF SAID DIXIE GRAVES PARKWAY (ALABAMA HIGHWAY 190); THENCE RUN N01°03'40"E ALONG SAID EDGE 50.0 FEET; THENCE RUN S05°46'20"E, 153.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID DIXIE GRAVES PARKWAY (ALABAMA HIGHWAY 190); THENCE RUN S05°46'20"E ALONG SAID SOUTH RIGHT OF WAY LINE 50.0 FEET TO THE POINT OF BEGINNING.

DRIVEWAY EASEMENT FOR: D & E INVESTMENT IN DIXIE GRAVES PARKWAY SEC. 27, T-9-S, R-10-W BALDWIN COUNTY, ALA.

EXHIBIT "A"

REAL06051301 0399

STATE OF ALABAMA)
BALDWIN COUNTY)

DRIVEWAY EASEMENT - DIXIE GRAVES
PARKWAY - BALDWIN COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION, acting by and through its Commissioner (hereinafter referred to as "Grantor"), for and in consideration of the sum of One Dollar and No/100 Dollar (\$1.00) and other valuable consideration to it in hand paid by PLANTATION RESORT MANAGEMENT, INC. (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, does hereby grant unto Plantation Resort Management, Inc., a nonexclusive easement over and across a strip of land located in Baldwin County, Alabama. The easement is shown as Exhibit "A", which is attached hereto and made a part hereof.

Said driveway easement is granted under the following specific terms, conditions and stipulations:

1. Said driveway easement shall be in accordance with the attached drawing and shall be located only as shown on the attached drawing. It is expressly understood and agreed, however, that notwithstanding any reference to "easement" on the attached Exhibit "A" nor other language to the contrary, this instrument in no way grants or creates a property right in GRANTEE, but only provides the driveway easement herein described.
2. The purpose of this driveway easement is for access to GRANTEE'S property across GRANTOR'S property and for no other purpose. GRANTEE agrees not to occupy or in any way alter GRANTOR'S property adjacent to this easement.
3. GRANTEE shall obtain all necessary permits or authorizations from any other necessary agencies (State or Federal) that may be required before beginning the work.

REAL 06558 PAGE 0678

DEPT. OF REVENUE
 BALDWIN COUNTY
 IDENTIFY THIS INSTRUMENT WITH
 FILED AND TAKE COLLECTOR'S FEE
 NOV 27 2 54 PM '95
 JUDGE OF PROBATE
 MONTGOMERY
 DIXIE GRAVES
 11/23/95

4. If at any time GRANTEE fails to use the premises or abandons its use for the purpose for which this driveway easement is granted for two (2) consecutive years, the easement herein granted shall revert to the State of Alabama.

5. The State of Alabama reserves the right of ingress and egress over and upon said easement premises, and further reserves all minerals and mineral rights, including the right to prospect and/or drill through itself or its agents on the said premises; provided such acts by the State of Alabama do not unreasonably interfere with the construction, operation, maintenance or use of said easement as herein granted.

6. It is specifically understood by GRANTEE that in the event any blasting is necessary for the construction of said driveway easement, that it will notify the Director of the Parks Division of the Department of Conservation and Natural Resources at least seven (7) days prior to such blasting. It is further understood by GRANTEE that such blasting shall be done only under the supervision of an agent of the Parks Division of the Department of Conservation and Natural Resources, provided; however, the Director of the Parks Division of the Department of Conservation and Natural Resources may waive this restriction if, in his judgment, he deems the restriction unnecessary.

7. The State, in approving this application does not in any way assume responsibility for the maintenance of this easement. The State shall not be responsible for any claims for damages done to existing private property, public utilities or the traveling public caused by GRANTEE, its agents, servants or employees or caused by the construction itself.

8. GRANTEE further understands and agrees to have a copy of the approved agreement and plans or sketches on the job site at all times while said work is being performed.

REAL 06587401 0679

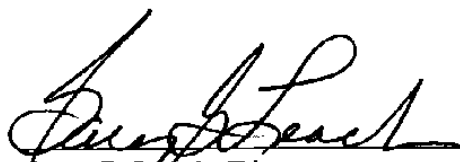
9. GRANTEE understands and agrees that the State of Alabama assumes no liability for the proposed work in connection with the construction of the easement, and GRANTEE agrees to save and hold harmless the State of Alabama, its agents and employees, from any and all claims or causes of action which may arise from the construction or use of the said right of way as herein described.

10. It is further understood and agreed that the GRANTEE shall not haul or use any clays, sand clays and any other materials that can be potentially discoloring which shall be defined, and are hereby defined, to include all soils and fill materials exhibiting red, pink, yellow and/or brown color characteristics, including but not limited to Blakely sand clays, Carnegie sand clays, Eustis loam sand, Faceville sandy clay and loams, Huckabee Aluvium, Iragora clay, Red bay fine sand loam and clay loam Ruston fine and sandy clay, Sunsweet fine sandy loam and clay loam, and Wahca clay for the construction of the said driveway.

TO HAVE AND TO HOLD the same unto GRANTEE, in accordance with the terms, conditions, stipulations, and reservations herein contained.

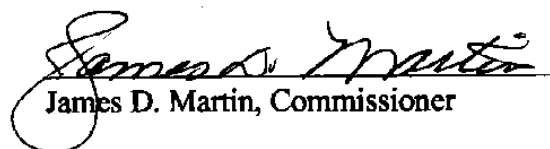
IN WITNESS WHEREOF, the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, has caused this instrument to be executed by its Commissioner on this the 2nd day of October, 1995.

RECOMMENDED:



Gary G. Leach, Director
State Parks Division

STATE OF ALABAMA
Department of Conservation and
Natural Resources



James D. Martin, Commissioner

APPROVED FOR LEGAL FORM
LEGAL SECTION DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

BY  _____

TERMS ACCEPTED:
Plantation Resort Management, Inc.

By *[Signature]*
Its PRESIDENT

APPROVED:

[Signature]
State Finance Director *11-2-95*

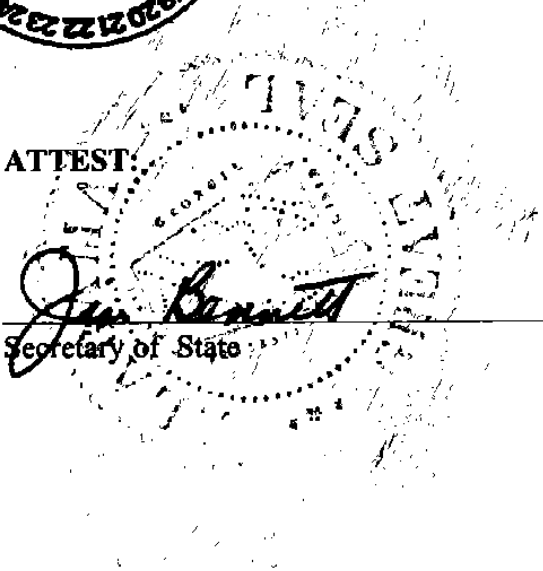


APPROVED:

[Signature]
Governor of Alabama *11-6-95*

ATTEST:

[Signature]
Secretary of State



REAL 0658 FAX 0681

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James D. Martin, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama 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 within instrument, he in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on this the 27th day of October, 1995.

Sharon S. Metter
Notary Public

STATE OF ALABAMA)

Baldwin COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that PEDRO MANDOKI, whose name as PRESIDENT of PLANTATION RESORT MANAGEMENT, INC 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 within instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily on this the 1th day of October, 1995.

Janet Hilburn
Notary Public
MY COMMISSION EXPIRES APRIL 24, 1996
ALABAMA STATE AT LARGE

REAL 0658 FAD 0682



NEAL 0658 PAGE 0693

S89°56'34"E

29.88'



N00°03'26"E

153.95'

156.19'

S00°03'26"W

SOUTH RIGHT OF WAY LINE OF
DIXIE GRAVES PARKWAY
S85°38'43"E 84.18'

P.O.C.

N.W. COR.
PLANTATION
PROPERTY

29.96'

P.O.B. N85°38'43"W

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF PLANTATION PROPERTY, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF DIXIE GRAVES PARKWAY (ALABAMA HIGHWAY 180), RUN S85°38'43"E, ALONG SAID SOUTH RIGHT OF WAY LINE 84.18 FEET TO THE POINT OF BEGINNING; RUN THENCE N00°03'26"E, 153.95 FEET; THENCE RUN S89°56'34"E, 29.88 FEET; THENCE RUN S00°03'26"W, 156.19 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN N85°38'43"W ALONG SAID SOUTH RIGHT OF WAY LINE 29.96 FEET TO THE POINT OF BEGINNING. ALL BEING A WOOD SIGN IN A LANDSCAPED BED, IN SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, (FORT MORGAN AREA) BALDWIN COUNTY, ALABAMA.

Specific Purpose Survey For:

PLANTATION RESORT		
LOCATION Baldwin County, Alabama		
HIRE SURVEYING, INC. 24697 CANAL ROAD ORANGE BEACH, AL 36561 / (205) 981-9700		
S 29	T - 9 - S	R - 2 - E
SCALE 1" = 20'	DATE 8-18-95	PROJECT/DWG. NO. 059577-1