

### Property Transfer Agreement

This property transfer agreement is between Highland Village Owners Association, an Alabama limited liability corporation, the developer/owner of the development known as Highland Village in Athens Alabama and Brigadoon Owners Association, Inc. (BOA) an Alabama non-profit home owner's association located in Athens Alabama.

The common property owned and operated by the BOA was developed for the benefit of the entire Brigadoon community, to include BOA, Highland Village Owners' Association (HVOA) and any future owners' associations (future associations) developed in areas contiguous to Brigadoon Village or Highland Village (herein referred to as Brigadoon community). This property will be treated by the BOA as common property under their article of incorporating, covenants and bylaws.

The following property and assets as identified by the attached plats will have a transfer of deed to the BOA and become common property for use and enjoyment by BOA, HVOA, and future associations.

- a. The roadways and their property for Brigadoon Drive, Inverness Place, Saint Andrews, Edinburgh View, and Coldstream Way East from Brigadoon Drive to the intersection of Dunbarton Way (320'). This includes signage, lighting, marquis or other improvements made.
- b. All the brick pilaster and open metal fence along with the marquis that currently exist and their property along Brigadoon Drive and Friend Road including the turned back section at the North-East corner and associated property.
- c. The gate house and its property including contents and gates located on Brigadoon Drive.
- d. The boat launch and its property located on Inverness Place.
- e. The pool house lot, pool and club house known as "Sterling Common" including contents located on Brigadoon Drive.
- f. The well pump lot, piping, pump and pump house known as "Cold Stream Well" located on Coldstream Way East.

The BOA will:

- a. Exempt EBP from pool rental fees for use by Gary W. Van Wagnen and Tere A. Richardson and John T. and Judy M. Richardson. This exemption is for 1 time per calendar year.
- b. Exempt EBP from Annual Assessment on current EBP owned BOA lots until they are sold or otherwise developed.
- c. Agree to an easement for EBP on the South-Ease section of Brigadoon Drive for future access to their adjacent property as noted on the attached plat. This easement will be

- no more than the width of a 2 lane road, and be built to the Limestone County's specifications.
- d. Agree to an easement from Inverness Place to EBP property on the west end of Inverness Place. The easement will be no more than the width of a 2 lane road, and built to Limestone County's specifications.
  - e. Agree to an easement for Highland Village Owners Association at the North section of fence between the brick pilasters on Friend Road as noted on the attached plats. This easement is aligned with the roadway Aberdeen Lane. This easement will be no more than the width of a 2 lane road, and be built to Limestone County's specifications.
  - f. Ensure continued access without charge or restriction for HVOA and other future associations to all roadways to their properties inside the community and undeveloped acreage contiguous to the Brigadoon community. This includes personal, commercial, construction and agricultural vehicles.
  - g. Limitations to access of HVOA and future associations into/through BOA property:
    1. Main gate: Access to be limited to light industrial and/or farm equipment which do not exceed dimensions that ensure safe ingress and egress without damage to gates, gate house, and landscaping.
    2. BOA Roads: Vehicles that do not exceed the weight and/or axle weight that BOA roads are designed/built to safely accommodate (TBD). Any vehicles and/or equipment with Steel tires and/or tracks will be required to be hauled on a trailer on BOA roads.
    3. Additional Right of way access gates/roads:
      - A. Gates must be constructed with the same/similar design, material, look and color of the BOA fence/gate.
      - B. Gates must be maintained by EBP and/or the owner/operator of the access gate.
      - C. Gates must be locked and/or capable of limited access from 6:00PM to 5:00 AM Daily and/or access road must deny access to/from BOA roads.
      - D. Access roads must be built to Limestone County code, comply with any applicable environmental laws/regulations, and be properly maintained by EBP and/or the owner/operator.
  - h. The BOA will allow usage for HVOA and future associations of the transferred property stated in this document.
    - a. Club house and pool fee - Providing HVOA and future associations continue to contribute an annual assessment collected to the BOA and this payment per member is at least the amount a BOA member pays annually for maintaining the pool and club house, the BOA will not charge additional fees for HVOA and future associations for use of the pool. Note that pool rentals for private parties has an additional charge which will be the same for members of BOA, HVOA and future associations.
    - b. The BOA retains the right to charge fees for maintenance and upkeep of the transferred property as needed to any user of said property. If special

assessments are required to raise funds for these purposes, said fees will be the same per household regardless of homeowner association affiliation.

The HVOA will:

- a. HVOA promises to pay general and special assessments related to these properties, as contemplated in this agreement.
- b. HVOA agrees to access restrictions articulated in this agreement.

**This document shall be recorded at the Office of Judge of Probate of Limestone County Alabama as a legal and binding contract between the two parties.**

**After this document is signed and notarized the property shall be promptly transferred to the BOA and deed(s) recorded at the Office of Judge of Probate of Limestone County Alabama.**

Highland Village Owners Association

Signature [Signature] Date: 1/25/2021  
Printed Name GARY VANWAGENEN Its: OWNER

Brigadoon Owners Association, Inc.

Signature [Signature] Date: 1/27/2021  
Printed Name JOHNNY SPRINGER Its: PRESIDENT OF BOA

STATE OF ALABAMA )  
LIMESTONE COUNTY )

Before me, Myra B. Stepp, a notary public in and for the County of Limestone, State of Alabama, personally appeared, who being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me on this the 22 day of January, 2021 by said Affiant.

[Signature]

{SEAL}



Notary Public  
My Commission Expires: 9-12-22

Recording Fee 13.00  
TOTAL 13.00