

STATE OF ALABAMA     )  
                              :  
SHELBY COUNTY         )

1858

THIS INSTRUMENT PREPARED BY:

Nancy C. Osborne  
Lewis Martin Burnett & Dunkle  
1900 SouthTrust Tower  
Birmingham, Alabama 35203

DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BMG Properties, an Alabama general partnership (referred to as "Declarant") being the owner of the real property (a) described in Exhibit A attached hereto ("Parcel A") and (b) described in Exhibit B attached hereto ("Parcel B") desires to establish a right to use of an easement over Parcel A to and from Parcel B and Valleydale Road, by creating a joint non-exclusive easement ("Easement") across Parcel A for the benefit of Parcel B.

WITNESSETH:

NOW THEREFORE, in consideration of the premises the Declarant hereby states as follows:

1. Grant. Declarant does hereby declare, establish, grant, bargain, sell, and create a perpetual easement for ingress and egress over that certain portion of land described in Exhibit C attached hereto ("Easement Premises") for the joint use and benefit of Parcel B and Parcel A and for the tenants, invitees, and occupants of Parcel B and Parcel A.

2. Joint Useage. The right to use the Easement Premises for ingress or egress is expressly reserved by the Declarant for the joint useage of Parcel A, to the extent necessary or convenient for access to Parcel A.

3. Subsurface Useage. The owner of Parcel B shall not have the right to any subsurface use of the Easement Premises which unreasonably interferes with the Declarant's use of the Easement Premises for Parcel A.

*Charles T. Little*

4. Enlargement of Dominant Estate. The Easement is appurtenant to any land contiguous to Parcel B that may be owned by the owner of Parcel B. If Parcel B is hereafter divided into two or more parts by separation of ownership, all such parts shall enjoy the benefit of the Easement hereby created.

5. Maintenance. All costs of maintenance, repair, and resurfacing of the Easement Premises shall be shared equally by the owners of Parcel A and Parcel B, except that the cost of any damage to the Easement Premises caused by the negligence of any person who uses or has used the Easement Premises pursuant to the authority of either the owner of Parcel A or Parcel B shall be borne by the party granting such authority; provided however, if any such costs shall not be so paid by either the owner of Parcel A or Parcel B, then such costs shall constitute a lien upon such owner's parcel in favor of the owner of the other parcel.

6. Miscellaneous. It is further declared that this Easement shall run with Parcels A and B such that said Easement shall be binding upon and inure to the benefit of the respective successors, assigns, mortgagees, transferees, and representatives of the Declarant. It is further agreed that the Easement provided for herein shall remain in full force and effect and shall be unaffected by any change in ownership of Parcel A or B or by any change of use, demolition, reconstruction, expansion, or other change in the improvements on either parcel. This instrument is not intended to and does not dedicate any portions of either parcel or the Easement Premises to the general public or create any rights for the general public. The Easement shall be appurtenant to Parcel A and Parcel B but shall not be appurtenant to or for the benefit of any other lands except as herein provided.

IN WITNESS WHEREOF, this Declaration has been executed by the undersigned under seal on this 22nd day of May, 1987.

WITNESS:

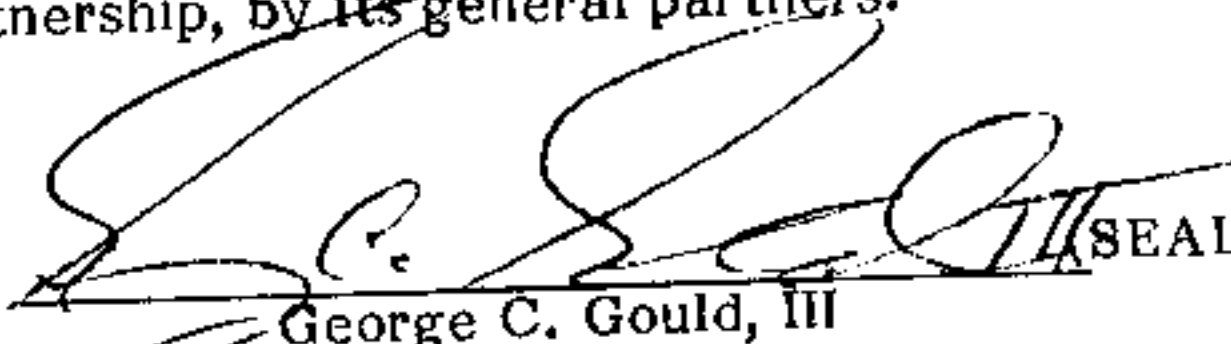
William A. Beckwith, Jr.


William A. Beckwith, Jr.


William A. Beckwith, Jr.

"DECLARANT:"

BMG PROPERTIES, an Alabama general partnership, by its general partners:

(1)  (SEAL)  
George C. Gould, III

(2)  (SEAL)  
Werner H. Beiersdoerfer

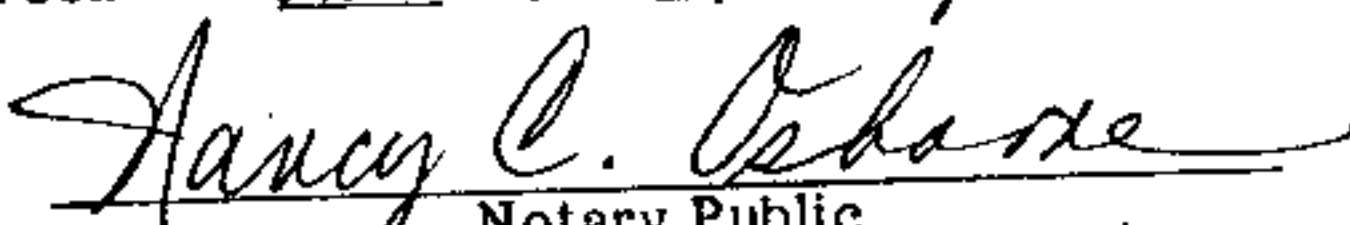
(3)  (SEAL)  
Danny O. Meadows

BOOK 132 PAGE 114

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George C. Gould, III, whose name as General Partner of BMG Properties, an Alabama general partnership, 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 said general partnership on the day the same bears date.

Given under my hand and official seal this 22nd day of May, 1987.

  
Notary Public

My Commission Expires: 1/29/91



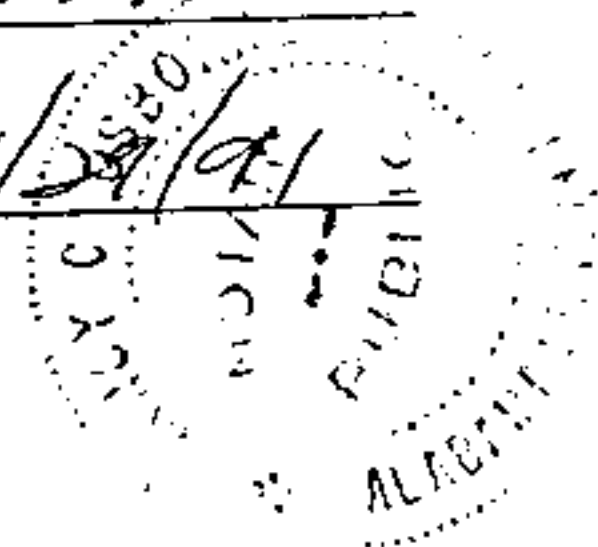
STATE OF ALABAMA     )  
                              :  
JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Werner H. Beiersdoerfer, whose name as General Partner of BMG Properties, an Alabama general partnership, 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 said general partnership on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 1987.

Nancy C. Osborne  
Notary Public

My Commission Expires: 1/29/91



BOOK 132 PAGE 115  
STATE OF ALABAMA     )  
                              :  
JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Danny O. Meadows, whose name as General Partner of BMG Properties, an Alabama general partnership, 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 said general partnership on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 1987.

Nancy C. Osborne  
Notary Public

My Commission Expires: 1/29/91

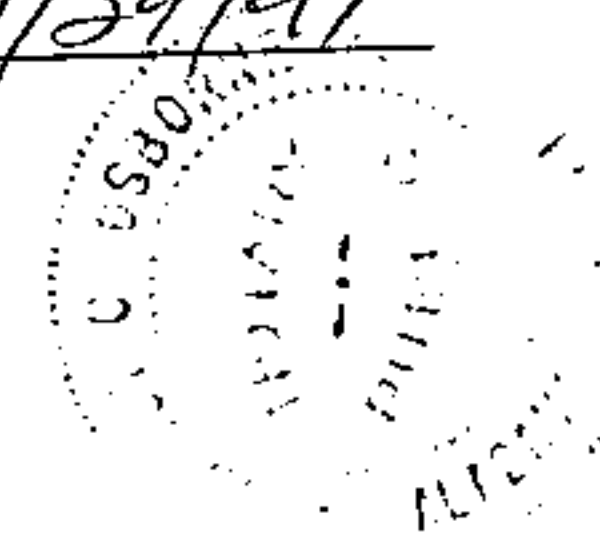


Exhibit A

DESCRIPTION - PARCEL "A"

Commence at the northwest corner of the east one-half of the southwest one-quarter, Section 30, Township 19 South, Range 2 West Shelby County, Alabama; thence run in an easterly direction along the north line of the northeast one-quarter of the southwest one-quarter for a distance of 663.97 feet; thence turn an angle to the right of 87 degrees 41 minutes and run in a southerly direction for a distance of 1337.93 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a westerly direction for a distance of 161.95 feet to the point of beginning. From the point of beginning thus obtained continue in a westerly direction along the last described course for a distance of 161.94 feet to the easterly right-of-way of Business Center Drive; thence turn an angle to the left of 89 degrees 57 minutes and run in a southerly direction along the east right-of-way of Business Center Drive for a distance of 346.74 feet; thence turn an angle to the left of 61 degrees 15 minutes 15 seconds and run in a southeasterly direction for a distance of 33.66 feet to a point on the northwesterly right-of-way of Valleydale Road; thence turn an angle to the left of 61 degrees 19 minutes 28 seconds and run in a northeasterly direction along the northwesterly right-of-way of Valleydale Road for a distance of 157.45 feet; thence turn an angle to the left of 57 degrees 28 minutes 17 seconds and run in a northerly direction for a distance of 278.29 feet to the point of beginning.

Exhibit B

DESCRIPTION - PARCEL "B"

Commence at the northwest corner of the east one-half of the southwest one-quarter of Section 30, Township 19 South, Range 2 West Shelby County Alabama; thence run in an easterly direction along the north line of the northeast one-quarter of the southwest one-quarter for a distance of 663.97; thence turn an angle to the right of 87 degrees 41 minutes and run in a southerly direction for a distance of 1337.93 feet to the point of beginning. From the point of beginning thus obtained turn an angle to the right of 90 degrees 00 minutes and run in a westerly direction for a distance of 161.95 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a southerly direction for a distance of 278.29 to a point on the northwest right-of-way of Valleydale Road; thence turn an angle to the left of 122 degrees 31 minutes 43 seconds and run in a northeasterly direction along the northwesterly right-of-way line of Valleydale Road for a distance of 192.08 feet; thence turn an angle to the left of 57 degrees 28 minutes 17 seconds and run in a northerly direction for a distance of 175.00 feet to the point of beginning.

Exhibit C

DESCRIPTION - 30 FOOT INGRESS & EGRESS EASEMENT TO SERVE PARCEL "B"

Commence at the northwest corner of the east one-half of the southwest one-quarter Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in an easterly direction along the north line of the northeast one-quarter of the southwest one-quarter for a distance of 663.97 feet; thence turn an angle to the right of 87 degrees 41 minutes and run in a southerly direction for a distance of 1512.93 feet to a point of the northwesterly right-of-way line of Valleydale Road; thence turn an angle to 57 degrees 28 minutes 17 seconds to the right and run in a southwesterly direction along the northwesterly right-of-way line of Valleydale Road for a distance of 192.08 feet to the point of beginning; from the point of beginning thus obtained, continue southwesterly along the northwesterly right-of-way line of Valleydale Road for a distance of 35.58 feet; thence turn an angle to the right of 122 degrees 31 minutes 43 seconds and run in a northerly direction for a distance of 170.13 feet; thence turn an angle to the right of 90 degrees and run in an easterly direction for a distance of 30.00 feet; thence turn an angle to right of 90 degrees and run in a southerly direction for a distance of 151.00 feet to the point of beginning.

BOOK 132 PAGE 118

STATE OF ALABAMA  
J. C. BRYCE, JR.  
INSTRUMENT NO. 1111

1937 MAY 26 AM 10:00

*William S. Hamilton, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 17.50
Index Fee	1.00
TOTAL	\$ 18.50