

Prepared by, and when recorded and return to:
Baker Findley
Maynard, Copper & Gale, P.C.
1901 Sixth Avenue N., Suite 2400
Birmingham, AL 35203

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STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF EASEMENTS AND AGREEMENT

THIS DECLARATION OF EASEMENTS AND AGREEMENT (this "Agreement") is made and entered on this 20th day of May, 2022 by and between **CAHABA POINTE, LLC**, an limited liability company ("Parcel 1 Owner") and **WINDSOR COURT, LLC**, a Delaware limited liability company ("Parcel 2 Owner").

RECITALS:

- A. Parcel 1 Owner is the owner of certain real property located in Shelby County, AL and described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel 1").
- B. Simultaneous with the execution of this Agreement, Parcel 1 Owner has conveyed to Parcel 2 Owner that certain real property located in Shelby County, Alabama and described on Exhibit "B" attached hereto and incorporated herein by reference (the "Parcel 2").
- C. Parcel 1 Owner will install, utility improvements for sanitary sewer (collectively, the "Sewer Improvements") within a portion of Parcel 1 to be described on a recorded plat subdividing Parcel 1 and Parcel 2 (the "Recorded Plat"), as approved by the applicable Governmental Authority (as such term is defined herein) (the "Sewer Easement Premises").
- D. Parcel 1 Owner intends to install a lift station and related improvements (collectively, the "Lift Station Improvements") within the portion of Parcel 2 labeled as "Parcel 2 Lift Station" on Exhibit "C" ("Lift Station Easement Premises").
- E. The Lift Station Improvements will be dedicated to and accepted by the appropriate governmental agencies and utility authorities and will serve the Parcel 2 and Parcel 1.
- F. Parcel 1 Owner desires to grant to Parcel 2 Owner, and Parcel 2 Owner desires to accept from Parcel 1 Owner an easement for access to and use of the Sewer Easement Premises for purpose of connecting to all Sewer Improvements as necessary to provide sanitary sewer services to Parcel 2.
- G. Parcel 2 Owner desires to grant to Parcel 1 Owner, and Parcel 1 Owner desires to accept from Parcel 2 Owner an easement for access to the Lift Station Easement Premises for purpose of initially constructing the Lift

Station Improvements and then perpetually for connecting to the Lift Station Improvements as necessary to provide sanitary sewer services to Parcel 1.

- H. Parcel 1 Owner has installed, or will install a roadway from the Portion of Parcel 2 shown on Exhibit "C" (the "Emergency Access Easement Area") across a portion of Parcel 1 to be determined by Parcel 1 Owner for the benefit of Parcel 2 for the purposes of emergency ingress and easement as more particularly described herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Parcel 1 Owner and Parcel 2 Owner covenant and agree for themselves, their successors and assigns, as follows:

1. **GRANT AND EASEMENTS.**

a. Sewer Easement. Parcel 1 Owner does hereby grant, sell and convey unto the Parcel 2 Owner and the Parcel 2 Owner's successors and assigns, a perpetual, non-exclusive easement in, on over, under and through the Sewer Easement Premises for the sole purpose of constructing, placing, operating, maintaining, repairing, replacing, inspecting, and removing connections to the Sewer Easement Improvements and sanitary sewer services to Parcel 2 (collectively, "Parcel 2 Owner's Facilities"). All work performed by or on behalf of Parcel 2 Owner within the Sewer Easement Premises or in connection with Parcel 2 Owner's Facilities shall be in accordance with all applicable laws, codes, statutes and other legal requirements and shall be completed in a good, workmanlike manner. After completion of work by or on behalf of Parcel 2 Owner within the Sewer Easement Premises, Parcel 2 Owner shall restore the Sewer Easement Premises to the condition existing prior to such work and shall repair all damage to the Sewer Easement Improvements caused by Parcel 2 Owner or its contractors, subcontractors, agents or representatives. Parcel 2 Owner shall promptly pay when due for all labor and materials supplied in connection with Parcel 2 Owner's Facilities and promptly remove any lien for material or labor claimed against the Sewer Easement Premises. If Parcel 2 Owner fails to promptly remove any lien, Parcel 1 Owner, in addition to any other rights or remedies they may have at law or in equity, may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings in which event Parcel 2 Owner shall immediately upon demand reimburse Parcel 1 Owner for all costs incurred in connection therewith. Parcel 1 Owner reserves, for the benefit of Parcel 1 Owner, the right to the full use and enjoyment of and may continue to use the Sewer Easement Premises for all lawful purposes that do not interfere with the easement rights conveyed to Parcel 2 Owner herein. Upon recordation of the Recorded Plat the Sewer Easement Premises shall be deemed to be location as shown on the Recorded Plat.

b. Lift Station Easement. Parcel 2 Owner does hereby grant, sell and convey unto the Parcel 1 Owner and the Parcel 1 Owner's successors and assigns, a perpetual, non-exclusive easement in, on over, under and through the Lift Station Easement Premises for the sole purpose of constructing, placing, operating, maintaining, repairing, replacing, inspecting, and removing connections to the Lift Station Improvements and sanitary sewer services to Parcel 1 (collectively, "Parcel 1 Owner's Facilities"). All work performed by or on behalf of Parcel 1 Owner within the Lift Station Easement Premises or in connection with Parcel 1 Owner's Facilities shall be in accordance with all applicable laws, codes, statutes and other legal requirements and shall be completed in a good, workmanlike manner. After completion of work by or on behalf of Parcel 1 Owner within the Lift Station Easement Premises, Parcel 1 Owner

shall otherwise restore the Lift Station Easement Premises to the condition existing prior to such work. Parcel 1 Owner shall promptly pay when due for all labor and materials supplied in connection with Parcel 1 Owner's Facilities and promptly remove any lien for material or labor claimed against the Lift Station Easement Premises. If Parcel 1 Owner fails to promptly remove any lien, Parcel 2 Owner, in addition to any other rights or remedies they may have at law or in equity, may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings in which event Parcel 1 Owner shall immediately upon demand reimburse Parcel 2 Owner for all costs incurred in connection therewith. Parcel 2 Owner reserves, for the benefit of Parcel 2 Owner, the right to the full use and enjoyment of and may continue to use the Lift Station Easement Premises for all lawful purposes that do not interfere with the easement rights conveyed to Parcel 1 Owner herein.

b. Emergency Access Easement. Parcel 1 Owner does hereby grant, sell and convey unto the Parcel 2 Owner and the Parcel 2 Owner's successors and assigns, a perpetual, non-exclusive easement over the Emergency Access Easement Area (the "Emergency Access Easement") the purpose of allowing Governmental Authorities to perform their respective duties and activities relating to law enforcement, fire protection, emergency services and any other official functions or duties to be performed by any such Governmental Authority as shall be required or appropriate. The Emergency Access Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. "Governmental Authority" shall mean and refer to any and all municipal, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Parcel 2 Owner Property.

2. INDEMNITY; INSURANCE. Parcel 2 Owner and its successors and assigns shall defend, protect, indemnify, and hold harmless Parcel 1 Owner, together with its successors and assigns, from all liabilities, claims, damages, losses costs and expenses, including reasonable attorneys' fees and costs, resulting from or arising out of Parcel 2 Owner's or Parcel 2 Owner's contractors', subcontractors', agents' or representatives' use of the Easement Premises or the construction, placement, operation, maintenance, repair, replacement, inspection or removal of Parcel 2 Owner's Facilities. Parcel 2 Owner shall obtain prior to entry upon the Easement Premises and thereafter continuously maintain comprehensive general liability insurance in an amount not less than \$2,000,000.00 (on an aggregate basis and \$1,000,000.00 on a per occurrence basis) and property damage insurance in the full replacement amount of the Parcel 2 Owner's Facilities. Such insurance policies shall name Parcel 1 Owner and its lender as additional insured. Parcel 2 Owner shall provide to Parcel 1 Owner certificates evidencing the foregoing insurance.

3. MAINTENANCE OF PARCEL 2 OWNER'S FACILITIES. Parcel 2 Owner shall operate, maintain and repair at Parcel 2 Owner's sole cost and expense, with no cost to Parcel 1 Owner whatsoever Parcel 2 Owner's Facilities in neat and clean condition and in working order and repair. In the event Parcel 2 Owner fails to operate, maintain and repair Parcel 2 Owner's Facilities, Parcel 1 Owner may, but shall not be obligated to, perform operation, maintenance and repairs to Parcel 2 Owner's Facilities in which event Parcel 2 Owner shall immediately upon demand reimburse Parcel 1 Owner for all costs incurred in connection therewith.

4. COVENANT RUNNING WITH THE LAND. This Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto, the respective

successors and assigns, provided, however, the rights on obligations hereunder with respect to the Sewer Easement Premises shall not be applicable to any future owner of only a portion of Parcel 2 following subdivision of Parcel 2 by Parcel 2 Owner, except such rights and obligations may be assigned by Parcel 2 Owner to a homeowner's association formed by Parcel 2 Owner in connection with the single family residential development to be constructed by Parcel 2 Owner on Parcel 2.

5. **PRIVATE EASEMENT.** This Agreement and the easements granted herein are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their successors and assigns, and not of creating any rights in the public other than the rights of Governmental Authorities described herein.

6. **TERMINATION/AMENDMENT.** This Agreement may only be terminated or amended by a written agreement signed by the owner of Parcel 1 and the owner of the Parcel 2.

7. **COST OF CONSTRUCTION.** The cost of construction, installation, building, placement, replacement, inspection or removal of Parcel 2 Owner's Facilities shall be borne by the Parcel 2 Owner.

[Signature page to follow.]

IN WITNESS WHEREOF, Parcel 1 Owner has caused this Agreement to be executed on the day and year first set forth above.

CAHABA POINTE, LLC, an Alabama limited liability company

By: _____

Name: Allen W. Hawkins, III

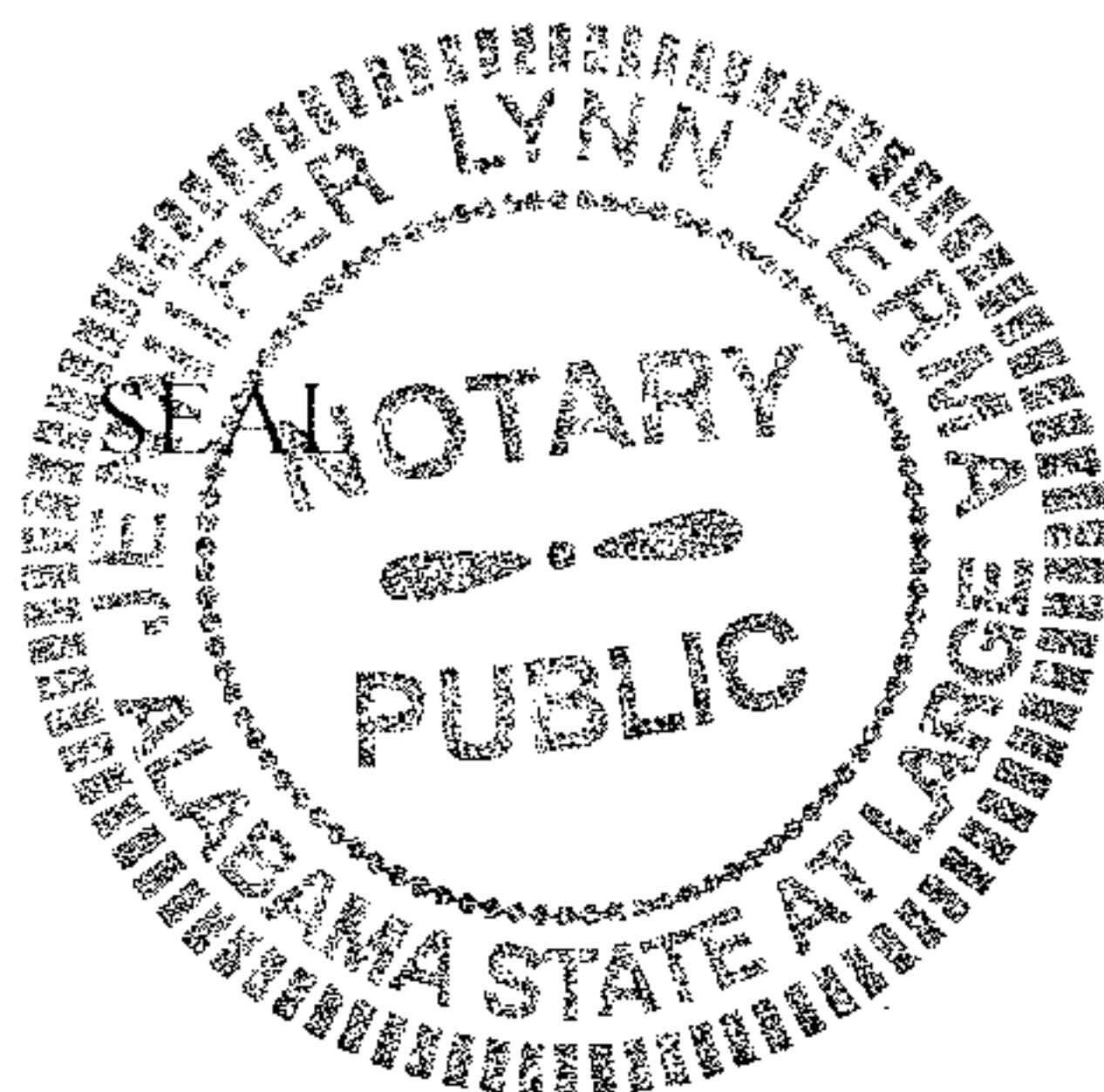
Its: Authorized Signatory

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Allen W. Hawkins, III whose name as Authorized Signatory of Cahaba Pointe, 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 said instrument, he, as such authorized signatory 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, this 20th day of May, 2022.



Notary Public
My commission expires: 9/15/2024

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IN WITNESS WHEREOF, Parcel 2 Owner has caused this Agreement to be executed on the day and year first set forth above.

WINDSOR COURT, LLC, an Alabama limited liability company

By: _____

Name: Jonathan Belcher

Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that J. Daryl Spears whose name as CFO of Windsor Court, 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 said instrument, he, as such authorized signatory 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, this 20 day of May, 2022.

SEAL



Rashmin Virani

Notary Public

My commission expires: 6/8/2024

EXHIBIT "A"

Parcel 1

A parcel of land being situated in the Southeast one-quarter of the Southeast one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

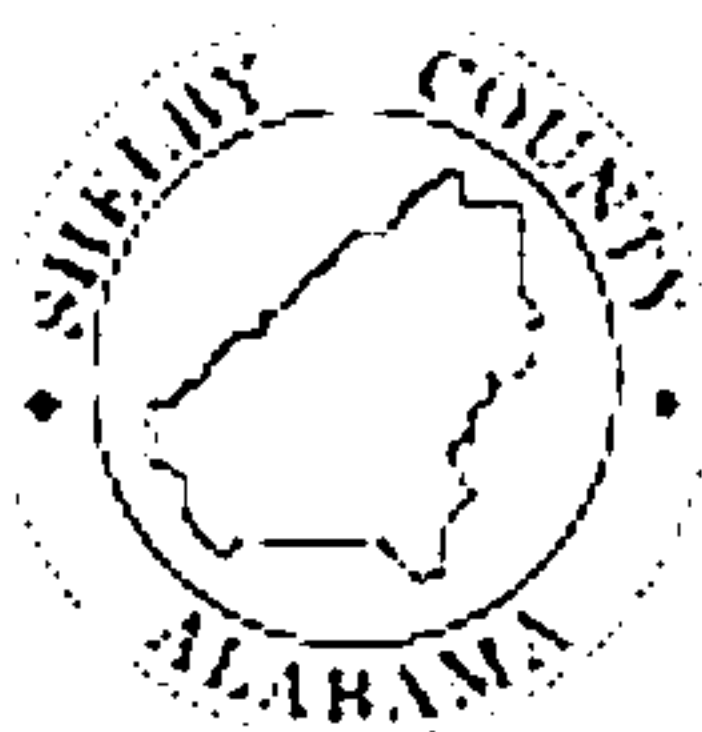
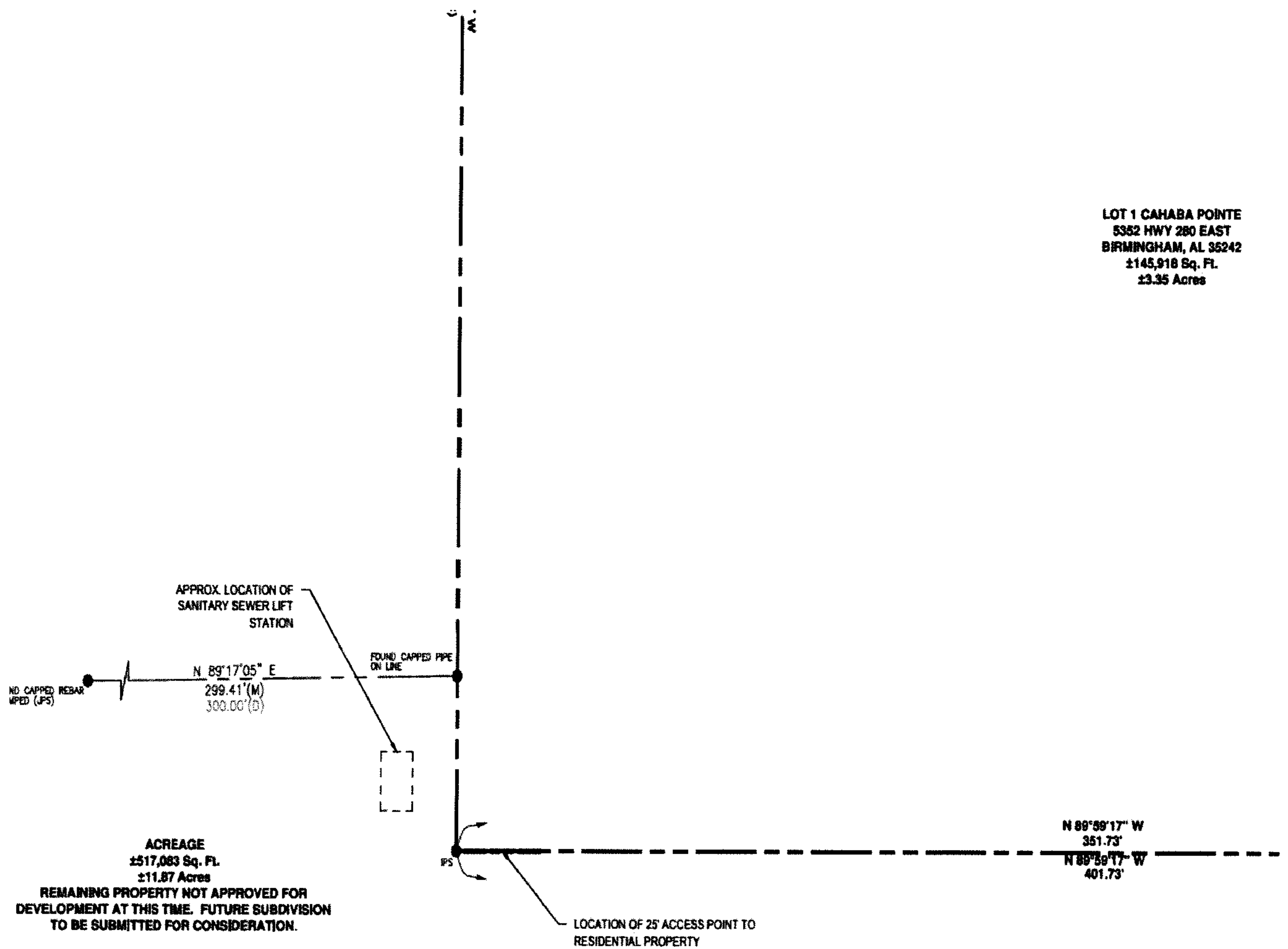
Commence at a point marking the Southeast corner of said Section 31; thence run South 88 degrees 51 minutes 52 seconds West along the South line of said Section for a distance of 200.00 feet to a found concrete monument; thence leaving said South line, run North 00 degrees 26 minutes 01 seconds West for a distance of 229.31 feet to a found 3/4 inch rebar; thence run North 89 degrees 15 minutes 26 seconds East for a distance of 99.23 feet to a found rebar; thence run North 00 degree 16 minutes 45 seconds West for a distance of 517.57 feet to a set capped rebar stamped (GSA) being the POINT OF BEGINNING ; thence run North 89 degrees 59 minutes 17 seconds West for a distance of 401.73 feet to a set capped rebar stamped (GSA); thence run North 00 degrees 05 minutes 36 seconds West for a distance of 433.13 feet to a set capped rebar lying on the Southerly Right of Way of Highway 280 (225 foot Right of Way) and Old Highway 280 (Portion of Highway 280 Right of Way), said point lying on a curve to the right with a radius of 1392.30 feet, a central angle of 16 degrees 45 minutes 48 seconds, a chord bearing of South 80 degrees 45 minutes 56 seconds East and a chord distance of 405.90 feet; thence run along the arc of said curve and said Southerly Right of Way for a distance of 407.35 feet to a set capped rebar stamped (GSA); thence leaving said Southerly Right of Way, run South 00 degrees 16 minutes 45 seconds East for a distance of 368.08 feet to the POINT OF BEGINNING. Said parcel contains 164,702 square feet or 3.78 acres more or less.

EXHIBIT "B"
Parcel 2

A parcel of land being situated in the Southeast one-quarter of the Southeast one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a point marking the Southeast corner of said Section 31; thence run South 88 degrees 51 minutes 52 seconds West along the South line of said Section for a distance of 200.00 feet to a found concrete monument being the POINT OF BEGINNING; thence continue along the last described course and said South line for a distance of 600.59 feet to a found 5/8 inch rebar; thence leaving said South line, run North 00 degrees 24 minutes 43 seconds West for a distance of 799.99 feet to a found capped rebar stamped (JPS); thence run North 89 degrees 17 minutes 05 seconds East for a distance of 299.41 feet to a found capped pipe; thence run South 00 degrees 05 minutes 36 seconds East for a distance of 43.56 feet to a set capped rebar stamped (GSA); thence run South 89 degrees 59 minutes 17 seconds East for a distance of 401.73 feet to a set capped rebar stamped (GSA); thence run South 00 degrees 16 minutes 45 seconds East for a distance of 517.57 feet to a found rebar; thence run South 89 degrees 15 minutes 26 seconds West for a distance of 99.23 feet to a found 3/4 inch rebar; thence run South 00 degrees 26 minutes 01 seconds East for a distance of 229.31 feet to the POINT OF BEGINNING. Said parcel contains 517,083 square feet or 11.87 acres more or less.

EXHIBIT "C"
Lift Station Premises and Emergency Access Easement Area



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl