

3rd Draft 4-30-90

STATE OF ALABAMA)

COUNTY OF SHELBY)

618

GRANT OF EASEMENT.
DECLARATION OF RESTRICTIONS AND IMPOSITION OF
MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS; That, Chelsea 240, an Alabama General Partnership, is the owner of the following described property located in Shelby County, Alabama, to-wit: North half of Southeast Quarter of Section 14; North half of Southwest Quarter and South half of Northwest Quarter of Section 13; all in Township 20 South, Range 1. West, Shelby County, Alabama (herein the "Property").

Access to the Property from Shelby County Road Number 333 is provided by sixty (60) foot easement for ingress, egress and utilities as described on Exhibit "A" attached hereto and incorporated by reference herein (the "Access Easement"). A non-exclusive easement is granted by this document and exists on the Property which is described on Exhibit "B" (the "Road").

WHEREAS, the undersigned, as owner of the Property, is desirous of placing the Property under certain restrictions granting an easement for the Road and to provide for the maintenance of the Access Easement, the Road and utilities.

NOW, THEREFORE, the undersigned hereby adopts the following restrictions and maintenance obligations to apply to the Property, such restrictions and obligations being adopted in order to provide for the uniform use of the Property, which restrictions and obligations shall run with the land and be

binding on all parties owning or acquiring any right, title or interest in the Property or any part thereof and shall be for the benefit of each owner of part(s) of the Property or interest therein and shall enure to the benefit of and bind the owners and their successors in interest.

ARTICLE I. LAND USE

The Property shall not be used for commercial uses of any nature. No mobile homes shall be allowed on the Property. No commercial cutting (clear cutting) of timber shall be allowed on the Property.

ARTICLE II. GRANT OF EASEMENT

The Road, as described on Exhibit "B", is a private road. The undersigned does hereby grant to all of the Property and each present or future owner of part(s) of the Property within the Property and each such owner shall enjoy as an appurtenant to ownership of part(s) of the Property a non-exclusive perpetual easement over the Road as described in Exhibit "B" for ingress, egress and utilities to benefit only the Property, which easement shall run with the land. The portion of the Property over which the above-established easement runs is hereby subject to such easement. By its execution of this document, J. C. Hearn Co., Inc. hereby expressly subordinates the mortgage it holds as recorded in Book 284, Page 135, in the Office of the Judge of Probate, Shelby County, Alabama to the easement herein granted.

The undersigned does hereby grant to the Property in perpetuity and running with the land over the Access Easement as

described on Exhibit "A" attached hereto and incorporated by reference herein a non-exclusive easement benefiting the Property for ingress, egress and utilities.

ARTICLE III. ROADWAY AND UTILITY MAINTENANCE

The Property consists of two hundred forty (240) acres, more or less. The owner(s) of the Property shall maintain the Access Easement, the Road and utilities and each owner of portions of the Property shall pay the percentage of such maintenance, which percentage is derived from the number of acres owned by each such owner and divided by the number of acres in the Property. Maintenance shall be required if the owner(s) of the majority of the acres within the Property affirmatively vote for such maintenance. This Article III is intended to require maintenance only to the level which the Road and Access Easement exist on the date of this document and does not apply to upgrading the Road or the Access Easement.

ARTICLE IV. ENFORCEMENT

In the event of a violation or breach of any of the restrictions by any owner of a portion of the Property, or the employee, agent or lessee of such owner, the owner(s) of any portion of the Property, their successors and assigns, or any party to whose benefit the restrictions enure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of the restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such

courses of action at the same time, or such other legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations.

Any owner proceeding to enforce the restrictions hereinabove or the maintenance obligations hereinabove who succeeds in such enforcement against another owner within the Property shall be awarded a reasonable attorney's fee.

Owner(s) of portions of the Property shall have the right to place a recorded lien on any portion of the Property owned by an owner not complying with the restrictions or maintenance obligations herein for the purpose of securing payment of any amounts owing and any non-defaulting owner may enforce such lien in the same manner as foreclosure of a mortgage. It is expressly understood, however, that such lien shall be expressly subordinate to any mortgage appearing for record in the Office of the Judge of Probate, Shelby County, Alabama encumbering any portion of the Property.

IN WITNESS WHEREOF, the undersigned, as owner of the Property, has caused this document to be executed as of the 3rd day of May, 1990.

CHELSEA 240, an Alabama
General Partnership

BY:

Randall H. Goggans
RANDALL H. GOGGANS
Its Partner

BY:

J. C. HEARN CO., INC.
Its Partner

BY:

John C. Hearn
JOHN C. HEARN
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans, whose name as Partner of Chelsea 240, 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 Partner of Chelsea 240, an Alabama General Partnership, executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 8 day of MAY,
1990.

[Signature]
Notary Public

STATE OF HAWAII)
HONOLULU COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John C. Hearn, whose name as President of J. C. Hearn Co., Inc., Partner of Chelsea 240, 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 President of J. C. Hearn Co., Inc., Partner of Chelsea 240, an Alabama General Partnership, executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 3rd day of May,
19 .

Mary M. Salubuki
Notary Public, Judicial Circuit
State of Hawaii

EXHIBIT 'A' - ACCESS EASEMENT

A 60 ft. easement for Ingress, Egress, and all public utilities being 30 ft. either side and adjacent to a centerline over and across a part of the S 1/2 of the SE 1/4 of Section 14, Township 20 South, Range 1 West, Shelby County, Alabama; said centerline being more particularly described as follows: to find the point of beginning start at the SW corner of the SE 1/4 of the SE 1/4 and run North 89 degrees 14 minutes and 18 seconds East and along the South boundary of the SE 1/4 of the SE 1/4 for a distance of 24.15 ft. to the point of beginning; thence run North 4 degrees 03 minutes and 20 seconds West and along said centerline for a distance of 188.90 ft. to the point of curvature of a curve having a delta angle of 5 degrees 45 minutes and 16 seconds right, a centerline radius of 1030.00 ft., and a centerline tangent of 51.77 ft.; thence run North 1 degree 10 minutes and 29 seconds West and along said curving centerline for an arc distance of 103.45 ft. (103.40 ft. chord)

to the point of tangency of said curve, said point also lying on the West boundary of the SE 1/4 of the SE 1/4; thence run North 1 degree 41 minutes and 56 seconds East and along the West boundary of said forty for a distance of 1094.18 ft. to the positional location of the NW corner of said forty; thence continue North 1 degree 41 minutes and 56 seconds East and along said centerline for a distance of 45.21 ft. to the painted line established by Gulf States Paper Corporation, said line being the accepted North boundary of the S 1/2 of the SE 1/4 and said point being the point of ending of the centerline described herein.

Also a 60 foot easement for Ingress, Egress and all public utilities being 30 ft. either side and adjacent to a centerline over and across a part of the N 1/2 of the NE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama; said centerline being more particularly described as follows: to find the point of beginning start at the NW corner of the NE 1/4 of the NE 1/4 and run North 89 degrees 14 minutes and 18 seconds East and along the North boundary of the NE 1/4 of the NE 1/4 for a distance of 24.15 ft. to the point of beginning; thence run South 4 degrees 03 minutes and 46 seconds East and along said centerline for a distance of 19.76 ft. to a point of curvature of a curve having a delta angle of 20 degrees 40 minutes and 33 seconds right, a centerline radius of 1030.00 ft., and a centerline tangent of 187.89 ft.; thence run South 6 degrees 17 minutes and 01 seconds West and along said curving centerline for an arc distance of 371.68 ft. (369.67 ft. chord) to the point of tangency of said curve; thence run South 16 degrees 37 minutes and 32 seconds West and along said centerline for a distance of 32.24 ft. to the point of curvature of a curve having a delta angle of 14 degrees 52 minutes and 14 seconds left, a centerline radius of 383.13 ft., and a centerline tangent of 50.00 ft.; thence run South 9 degrees 11 minutes and 11 seconds West and along said curving centerline for an arc distance of 99.44 ft. (99.16 ft. chord) to the point of tangency of said curve; thence run South 1 degree 45 minutes and 04 seconds West and along said centerline for a distance of 204.01 ft. to the point of curvature of a curve having a delta angle of 29 degrees 11 minutes and 02 seconds right, a centerline radius of 192.06 ft., and a centerline tangent of 50.00 ft.; thence run South 16 degrees 20 minutes and 35 seconds West and along said curving centerline for an arc distance of 97.83 ft. (96.77 ft. chord) to the point of tangency of said curve; thence run South 30 degrees 56 minutes and 06 seconds West and along said centerline for a distance of 42.79 ft. to the centerline of a gravel county road, said point also being the point of ending of the centerline described herein.

HICKEY LAND SURVEYING, INC.

401 NORTH ELM AVENUE
P.O. BOX H
SYLACAUGA, ALABAMA 35150

SAM W. HICKEY
OFFICE (205) 249-4248

April 27, 1990

HOME (205) 245-3324

Revised May 4, 1990

60.0 Foot EASEMENT DESCRIPTION

Job Ref: 90-H-059B

EXHIBIT 'B' - TITE ROAD

State of Alabama
Shelby County

Description to-wit:

From the true S.E. corner of the NE $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 14, T20S-R1W, run thence West 1320.27 feet to the accepted S.W. corner of said NE $\frac{1}{4}$ -SE $\frac{1}{4}$, being the point of beginning of the centerline of herein described 60.0 foot easement for ingress and egress and all public utilities, said easement being 30.0 feet either side of the following described centerline; thence turn 20°48'01" right for 301.37 feet; thence turn 94°59'40" right for 661.88 feet; thence turn 23°09'20" right for 270.90 feet; thence turn 44°52'25" right for 356.27 feet; thence turn 06°42'30" right for 137.81 feet; thence turn 44°54'25" left for 192.48 feet; thence turn 40°23'05" right for 144.20 feet; thence turn 17°16'30" right for 130.05 feet; thence turn 08°14'45" left for 165.22 feet; thence turn 19°01'55" left for 59.98 feet to a point on the true East boundary of aforementioned NE $\frac{1}{4}$ -SE $\frac{1}{4}$; thence turn 21°57'58" left for 87.10 feet; thence turn 26°34'25" left for 79.87 feet; thence turn 19°45'55" left for 91.33 feet; thence turn 19°05'25" right for 67.13 feet to the point of termination of the centerline of herein described 60.0 foot easement, being a point on the true South boundary of the SW $\frac{1}{4}$ -NW $\frac{1}{4}$ of Section 13, T20S-R1W being 145.54 feet East of the true S.W. corner of said SW $\frac{1}{4}$ -NW $\frac{1}{4}$.

I hereunto set my hand this the 4th. day of May, 1990.

HICKEY LAND SURVEYING, INC.

Sam W. Hickey
SAM W. HICKEY

4848
Al. Reg.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 MAY 10 AM 9:44

Thomas R. Hickey, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 17.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Continued Fee	\$ 1.00
Total	\$ 21.50