

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made and entered into this 6th day of March, 1991 by Harbert Properties Corporation, a corporation (the "Declarant").

WITNESSETH:

WHEREAS:

(a) Declarant is the owner of Lots 1A, 2A and 3A (the "Benefitted Premises") of The Resurvey of An Amendment to the Concourse at Riverchase recorded in Map 14 Page 120 in the Probate Office of Shelby County, Alabama (the "Plat").

(b) Declarant is also the owner of that certain Private Access and Public Utility Easement as shown on the Plat and recorded in Map Book 14 Page 120 in the Probate Office of Shelby County, Alabama, the outlined description of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Easement Premises").

(c) In connection with the development of the Benefitted Premises, and in order to provide ingress and egress to and from the Benefitted Premises from a public road, and in order to allow an easement for access of public utilities to the Benefitted Premises, Declarant desires to create the easements across the Easement Premises at set forth in this document.

1. **DECLARATION OF EASEMENT.** Declarant, as the owner of the Benefitted Premises and the Easement Premises, for itself, its legal representatives, successors and assigns, does hereby declare, establish and create for the benefit of the Benefitted Premises, its owners, mortgagees, and their successors and assigns, a perpetual, non-exclusive easement, right-of-way, right and privilege to utilize the Easement Premises for the following purposes:

(a) Ingress and egress for vehicular and pedestrian traffic upon, over and through the Easement Premises, free of charge and in common with the Declarant, its successors and assigns, and others to whom the Declarant may grant similar easements in the future, their respective customers, tenants, invitees, licensees, employees and guests.

(b) Construction, installation, placement, connection or tying to utilities of every type and kind, expressly including water lines, sewer lines and electrical or power lines which may be placed in, on, or under the surface of the Easement Premises.

✓ *Caraher Little*

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The above easements are granted together with all the rights and privileges necessary or convenient for the reasonable enjoyment or use thereof, including the right to enter upon the Easement Premises for the purpose of constructing, installing, maintaining, repairing, connecting to or otherwise utilizing the rights granted herein.

TO HAVE AND TO HOLD, the easement and right-of-way unto the owners of the Benefitted Premises, their mortgagees, legal representatives, successors and assigns forever.

As part of the consideration for this easement, the Declarant, for itself and its successors and assigns, does hereby declare as follows:

(a) The owner of the Easement Premises shall have the right to alter, improve and otherwise deal with the Easement Premises as such owner may deem appropriate, provided it does not prevent or unduly interfere with the exercise of the rights granted herein to the owner of any of the Benefitted Premises. This provision expressly grants the right to the owner of the Easement Premises to dedicate the Easement Premises to the appropriate governmental agency or authority for the public good and maintenance of the Easement Premises.

(b) The owner of the Easement Premises, its successors and assigns, and such other persons to whom Declarant may also grant easements, shall have the right to utilize the easements declared herein at all times in common with the owner of the Benefitted Premises.

(c) The cost of maintenance of the easements declared herein and any repairs needed to them shall be borne by the Declarant, its successors and assigns, or any subsequent owner of the Easement Premises, unless and until such maintenance cost shall be assumed by the appropriate governmental authority upon the dedication of this easement, if and when it is dedicated.

2. COVENANT RUNNING WITH THE LAND. The Easements declared herein shall be considered easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns, including with limitation, all subsequent owners and mortgagees of the Benefitted Premises and the Easement Premises and all persons claiming under them.

3. PRIVATE EASEMENT. The easements, rights and privileges established, created and declared in this instrument are for the benefit of the owners of the property referred to herein as the Benefitted Premises and shall

be construed only as creating a private right of such persons and not of creating any rights in the public.

4. **AMENDMENTS.** Except as otherwise permitted under this document, these Easements shall not be modified, amended or altered without the consent of any then existing mortgagee of the property to be benefited or burdened hereunder. However, nothing herein shall prevent the grant of a right to additional parties to use the Easement Premises and the easements granted or declared herein or to replace the existing system of sewers, utilities or roadways with another system so long as it is placed within the existing easement.

IN WITNESS WHEREOF, the parties have executed this Declaration of Easement on the day and year first set forth above.

DECLARANT:

HARBERT PROPERTIES CORPORATION

By: Jack E. Hendrix
Jack E. Hendrix
Its: Vice President

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack E. Hendrix, whose name as Vice President of Harbert Properties Corporation, a corporation, is signed to the foregoing Declaration of Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of March, 1991.

Louise L. Hight
Notary Public

My Commission Expires: 4/11/92

4414j
3/4/91

LOT 2A
11.297 ACRES

LOT 1A
9.750 ACRES

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

91 MAR -8 PM 1:11

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	2.50
5. No Tax Fee	\$	7.00
6. Certified Fee	\$	
Total	\$	19.50

RIVERCHASE PARKWAY
R.O.W. VARIES

RIVERCHASE
1 ST. SECTION

MAP BOOK 14 Page 120

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