

STATE OF ALABAMA                     )  
                                             :  
SHELBY COUNTY                        )

## DECLARATION OF EASEMENTS

**THIS DECLARATION OF EASEMENTS** is entered into this 8<sup>th</sup> day of November, 2005, by **SHELBY COMMERCE PARK, L.L.C.**, an Alabama limited liability company ("Declarant").

### RECITALS:

A. Declarant is the owner of Lot 2A ("Lot 2A"), Lot 2B ("Lot 2B") and Lot 2C ("Lot 2C"), Graham's Resurvey of Lot 2, Shelby Commerce Park as recorded in Map Book 35, Page 18, Shelby County Probate Office, and is one of the owners of Lot 1, Shelby Commerce Park, Map Book 31, Page 138, Shelby County Probate Office ("Lot 1").

B. Declarant has determined that it is necessary and appropriate to create, grant and reserve certain easements, rights and requirements with respect to access, ingress, egress, parking, utilities and other matters with respect to the lots referred to above (individually, a "Parcel") for the use and benefit of the owners of each of the Parcels, and their respective successors and assigns (each an "Owner" and collectively, the "Owners"), and the respective agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors, mortgagees and tenants of the Owners.

**NOW, THEREFORE**, Declarant hereby declares that each Parcel shall be benefited and burdened by the following easements and rights.

#### **Section 1.**     Declaration of Easements.

(a)     Access Easement. A non-exclusive easement over and across that part of Lot 2A and Lot 2B more particularly shown on Exhibit A attached hereto (the "Access Easement Area") for the purpose of vehicular traffic to and from Lot 2A and Lot 2B and U.S. Highway 31, limited however, to those parts of the Access Easement Area as are improved or otherwise made available for vehicular traffic, as the same may be reduced, enlarged, relocated or altered from time to time with the consent of the Owners of Lot 2A and Lot 2B.

(b)     Utility Easement. An exclusive easement over, across and under Lot 2C within the area more particularly described on Exhibit B attached hereto (the "Utility Easement Area") for the construction, installation, operation, maintenance, repair and replacement of a water line to serve Lot 2B.

(c)     Vehicular Easement. A non-exclusive easement over and across those parts of Lot 2A, Lot 2B and Lot 2C more particularly shown on Exhibit C attached hereto (the "Vehicular Easement Area") for the purpose of providing ingress, ingress and access to and from





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Lot 2B and Lot 2C; limited however, to those parts of Lot 2A, Lot 2B and Lot 2C that are from time to time improved or otherwise made available for vehicular travel, as such parts of Lot 2A, Lot 2B and Lot 2C may be reduced, enlarged, relocated or altered from time to time by the Owners of Lot 2A, Lot 2B and Lot 2C; and provided however, that the Vehicular Easement Area shall be used only for passenger vehicles and shall not be used by heavy trucks of any kind for any purpose.

(d) Detention Pond Easement. An exclusive easement over, across and under those parts of Lot 2B and Lot 2C more particularly described on Exhibit D attached hereto (the "Detention Area") for the purpose of holding storm water from Lot 2B and Lot 2C and for the construction, installation, operation and maintenance of a storm water detention pond, as such area may be reduced, enlarged, relocated, or altered from time to time by the Owners of Lot 2B and Lot 2C.

(e) Parking Easement. A non-exclusive easement over and across that part of Lot 2A more particularly shown on Exhibit E attached hereto (the "Parking Easement Area") for the purpose of parking trucks that are serving the businesses conducted at the warehouse building located on Lot 2B.

(f) Maneuvering Easement. A non-exclusive easement over and across that part of Lot 2B more particularly shown on Exhibit F attached hereto (the "Maneuvering Easement Area") for the purpose of allowing the maneuvering of trucks that are serving the businesses conducted at the warehouse building located on Lot 2C.

(g) Sewer Lift Station Easement. An exclusive easement over and across that part of Lot 2B more particularly shown on Exhibit G attached hereto for the construction, installation, operation, maintenance, repair and replacement of a sewer lift station and related equipment and apparatus (the "Sewer Lift Station").

(h) Sewer Line Easements.

(i) An exclusive easement 10 feet in width over, across and under that part of Lot 2B that is more particularly shown on Exhibit H-1 attached hereto (the "Sewer Easement Area for Lot 2A and Lot 2B") for the construction, installation, operation, maintenance, repair and replacement of a sewer line from Lot 2A and Lot 2B to the Sewer Lift Station. The Owners of Lot 2A and Lot 2B shall have the non-exclusive right to use such sewer line concurrently.

(ii) An exclusive easement 10 feet in width over, across and under those parts of Lot 2B and Lot 2C that are more particularly shown on Exhibit H-2 attached hereto (the "Sewer Easement Area for Lot 2C and Lot 1") for the construction, installation, operation, maintenance, repair and replacement of a sewer line from Lot 2C and Lot 1 to the Sewer Lift Station. The Owners of Lot 2C and Lot 1 shall have the non-exclusive right to use such sewer line concurrently.





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**Section 2.** Unimpeded Access. No barricade or other divider shall be constructed within the Access Easement Area, the Utility Easement Area, the Vehicular Easement Area, the Parking Easement Area or the Maneuvering Easement Area, and the Owners shall do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic over and across the Access Easement Area and the Vehicular Easement Area or to prohibit or discourage the use of the Parking Easement Area for the parking of trucks as aforesaid or the use of the Maneuvering Easement Area for the maneuvering of trucks as aforesaid; provided however, that each Owner shall have the right to erect such walls, fences or other artificial or natural barriers at the perimeter of, on or within its Parcel as may be necessary or convenient for the enjoyment of its rights in such Parcel so long as such barriers shall otherwise be in compliance with all laws, regulations and restrictions governing the use of such Parcel, and so long as gates, openings, doors or other means of free passage are provided so as to continue the unimpeded flow of pedestrian and vehicular access as provided by the easements created in Sections 1(a), 1(b), 1(e) and 1(f); subject however, to the rights of the Owner to impose such reasonable rules, regulations and restrictions thereon as may be reasonably necessary.

**Section 3.** Maintenance of Easement Areas.

(a) Access Easement Area. The Owners of Lot 2A and Lot 2B shall be responsible for maintaining the Access Easement Area. The cost of maintaining the Access Easement Area shall be paid one-half by the Owner of Lot 2A and one-half by the Owner of Lot 2B. When maintenance work shall be necessary on the Access Easement Area, the Owner of Lot 2A shall give prior written notice to the Owner of Lot 2B. The Owner of Lot 2A shall cause such work to be completed in a good and workmanlike manner. The Owner of Lot 2A shall thereafter submit to the Owner of Lot 2B a statement of charges for such work, together with supporting documentation. The Owner of Lot 2A shall use reasonable efforts to cause the charges for such work to be minimized. The Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay its share of such costs, calculated as provided above, within 30 days after receipt of such a statement. If the Owner of Lot 2B shall fail to pay its share of such charges, the Owner of Lot 2A shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay all reasonable attorneys' fees and costs of collection incurred by the Owner of Lot 2A in connection with collecting, or attempting to collect, such costs. If the Owner of Lot 2A shall fail to maintain the Access Easement Area, the Owner of Lot 2B, after first giving the Owner of Lot 2A not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case it shall have the same rights and obligations for collection and enforcement of a lien as are granted herein to the Owner of Lot 2A.

(b) Utility Easement Area. The Owner of Lot 2B at its sole expense shall perform such maintenance of the Utility Easement Area as is necessary to keep the Utility Easement Area in good repair and condition, including regular landscaping maintenance. The Owner of Lot 2B shall also perform such maintenance of the water line that is within the Utility Easement Area as is necessary to keep such water line in good repair and operating condition. If the Owner of Lot 2B fails to keep the Utility Easement Area in good repair and condition, including regular landscape



maintenance, the Owner of Lot 2C, after first giving the Owner of Lot 2B not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case it shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay all reasonable attorneys' fees and costs of collection incurred by the Owner of Lot 2C in connection with collecting, or attempting to collect, such costs.

(c) Vehicular Easement Area. Subject to Section 1(a) hereof, the Owners of Lot 2A, 2B and Lot 2C shall perform at their own expense all necessary maintenance of that part of the Vehicular Easement Area that is within the boundaries of each such lot.

(d) Detention Area. The Owners of Lot 2B and Lot 2C shall be responsible for maintaining the Detention Area, including, without limitation, the water fountain and all parts thereof. The of such maintenance shall be paid 70% by the Owner of Lot 2C and 30% by the Owner of Lot 2B. When maintenance work shall be necessary within the Detention Area, including, without limitation, maintenance or repair work on (a) the detention pond or any part thereof or (b) the fountain or any part thereof, the Owner of Lot 2C shall give prior written notice to the Owner of Lot 2B. The Owner of Lot 2C shall cause such work to be completed in a good and workmanlike manner. The Owner of Lot 2C shall thereafter submit to the Owner of Lot 2B a statement of charges for such work, together with supporting documentation. The Owner of Lot 2C shall use reasonable efforts to cause the charges for such work to be minimized. The Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay its share of such costs, calculated as provided above, within 30 days after receipt of such a statement. If the Owner of Lot 2B shall fail to pay its share of such charges, the Owner of Lot 2C shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owner of Lot 2B, by acceptance of a deed to Parcel, agrees to pay all reasonable attorney's fees and costs of collection incurred by the Owner of Lot 2C in connection with collecting, or attempting to collect, such costs. If the Owner of Lot 2C shall fail to maintain the Detention Area, the Owner of Lot 2B, after first giving the Owner of Lot 2C not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case it shall have the same rights and obligations for collection and enforcement of a lien as are granted herein to the Owner of Lot 2C. The cost of all utility services for the water fountain shall be paid 70% by the Owner of Lot 2C and 30% by the Owner of Lot 2B. The accounts for such utility services shall be maintained in the name of the Owner of Lot 2C which shall receive and pay before delinquency all bills for such utility services. The Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to reimburse the Owner of Lot 2C for its 30% of the cost of such utility services within 15 days after receipt of a copy of each statement for such utility services. If the Owner of Lot 2B shall fail to pay its share of such costs, the Owner of Lot 2C shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided in the case of mechanic's and materialmen's liens under Alabama law.

(e) Parking Easement Area. The Owners of Lot 2A and 2B shall be responsible for maintaining the Parking Easement Area. The cost of maintaining the Parking Easement Area shall be paid one-half by the Owner of Lot 2A and one-half by the Owner of Lot 2B. When



maintenance work shall be necessary on the Parking Easement Area, the Owner of Lot 2A shall give prior written notice to the Owner of Lot 2B. The Owner of Lot 2A shall cause such work to be completed in a good and workmanlike manner. The Owner of Lot 2A shall thereafter submit to the Owner of Lot 2B a statement of charges for such work, together with supporting documentation. The Owner of Lot 2A shall use reasonable efforts to cause the charges for such work to be minimized. The Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay its share of such costs, calculated as provided above, within 30 days after receipt of such a statement. If the Owner of Lot 2B shall fail to pay its share of such charges, the Owner of Lot 2A shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owner of Lot 2B, by acceptance of a deed to a Parcel, agrees to pay all reasonable attorneys' fees and costs of collection incurred by the Owner of Lot 2A in connection with collecting, or attempting to collect, such costs. If the Owner of Lot 2A shall fail to maintain the Access Easement Area, the Owner of Lot 2B, after first giving the Owner of Lot 2A not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case it shall have the same rights and obligations for collection and enforcement of a lien as are granted herein to the Owner of Lot 2A.

(f) Maneuvering Easement Area. The Owner of Lot 2B shall perform at its own expense all necessary maintenance of that part of the Maneuvering Easement Area that is within the boundaries of Lot 2B. If the Owner of Lot 2B fails to perform such maintenance the Owner of Lot 2C, after first giving the Owner of Lot 2B not less than 60 days prior written notice (except in the case of emergency repairs) may cause such work to be performed at its sole expense without any right of reimbursement from the Owner of Lot 2B.

(g) Sewer Lift Station. The Owners of Lot 2A, Lot 2B, Lot 2C and Lot 1 shall be responsible for maintaining the Sewer Lift Station. The cost of such maintenance shall be paid in the following proportions by the Owners of such lots: Lot 2A – 13.59%, Lot 2B – 16.14%; Lot 2C – 37.58% and Lot 1 – 32.68%. When maintenance work shall be necessary on the Sewer Lift Station, the Owner of Lot 2B shall give prior written notice to the Owners of Lot 2A, Lot 2C and Lot 1 (the "Other Lots"). The Owner of Lot 2B shall cause such work to be completed in a good and workmanlike manner. The Owner of Lot 2B shall thereafter submit to the Owners of the Other Lots a statement of charges for such work, together with supporting documentation. The Owner of Lot 2B shall use reasonable efforts to cause the charges for such work to be minimized. Each of the Owners of the Other Lots, by acceptance of a deed to the lot owned by it, agrees to pay its share of such costs, calculated as provided above, within 30 days after receipt of such a statement. If any of the Owners of the Other Lots shall fail to pay its share of such charges, the Owner of Lot 2B shall have the right to place a lien against the Other Lots and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, each of the Owners of the Other Lots, by acceptance of a deed to a Parcel, agrees to pay all reasonable attorney's fees and costs of collection incurred by the Owner of Lot 2B in connection with collecting, or attempting to collect, such costs. If the Owner of Lot 2B shall fail to maintain the Sewer Lift Station, the Owners of the Other Lots, after first giving the Owner of Lot 2B not less than 30 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case they shall have the same rights and obligations for collection and





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enforcement of a lien as are granted herein to the Owner of Lot 2B. The cost of all utility services for the Sewer Lift Station shall be paid in the same proportions as the aforesaid maintenance work on the Sewer Lift Station. The accounts for such utility services shall be maintained in the name of the Owner of Lot 2B which shall receive and pay before delinquency all bills for such utility services. Each of the Owners of the Other Lots, by acceptance of a deed to a Parcel, agrees to reimburse the Owner of Lot 2B for its share of the cost of such utility services within 15 days after receipt of a copy of each statement for such utility services. If any of the Owners of the Other Lots shall fail to pay its share of such costs, the Owner of Lot 2B shall have the right to place a lien against the Other Lots and to enforce such lien in the same manner as provided in the case of mechanic's and materialmen's liens under Alabama law.

(h) Sewer Line Easement Areas.

(i) The Owner of Lot 2B at its sole expense shall perform such maintenance of the Sewer Easement Area for Lot 2A and Lot 2B as is necessary to keep the Sewer Easement Area for Lot 2A and Lot 2B in good repair and condition, including regular landscaping maintenance. The Owner of Lot 2B shall also perform such maintenance of the sewer lines that are within the Sewer Easement Area for Lot 2A and Lot 2B as is necessary to keep such sewer lines in good repair and operating condition. If the Owner of Lot 2B fails to perform such maintenance Owner of Lot 2A, after first giving the Owner of Lot 2B not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case it shall have the right to place a lien against Lot 2B and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owner of Lot 2B, by acceptance of a deed to a parcel, agrees to pay all reasonable attorneys' fees and costs of collection incurred by the Owner of Lot 2A in connection with collecting, or attempting to collect, such costs.

(ii) The Owners of Lot 2C and Lot 1 at their sole expense shall perform such maintenance of the Sewer Easement Area for Lot 2C and Lot 1 as is necessary to keep the Sewer Easement Area for Lot 2C and Lot 1 in good repair and condition, including regular landscaping maintenance. The Owners of Lot 2C and Lot 1 shall also perform such maintenance of the sewer line that is within the Sewer Easement Area as is necessary to keep such sewer line in good repair and operating condition. Such costs shall be paid one-half by the Owner of Lot 2C and one-half by the Owners of Lot 1. When maintenance work shall be necessary on the Sewer Easement Area for Lot 2C and Lot 1, the Owner of Lot 2C shall give prior written notice to the Owners of Lot 1. The Owner of Lot 2C shall cause such work to be completed in a good and workmanlike manner. The Owner of Lot 2C shall thereafter submit to the Owners of Lot 1 a statement of charges for such work, together with supporting documentation. The Owner of Lot 2C shall use reasonable efforts to cause the charges for such work to be minimized. The Owners of Lot 1 shall pay their share of such costs, calculated as provided above, within 30 days after receipt of such a statement. If the Owners of Lot 1 shall fail to pay their share of such charges, the Owner of Lot 2C shall have the right to place a lien against Lot 1 and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition, the Owners of Lot 1 agree to pay all reasonable attorneys' fees and costs of collection incurred by the Owner of Lot 2C in connection with collecting, or attempting to collect, such costs. If the



Owner of Lot 2C shall fail to maintain the Sewer Easement Area for Lot 2C and Lot 1, the Owners of Lot 1, after first giving the Owner of Lot 2C not less than 60 days prior written notice (except in the case of emergency repairs), may cause such work to be performed, in which case they shall have the same rights and obligations for collection and enforcement of a lien as are granted herein to the Owner of Lot 2C.

**Section 4.**     Duration of Easements. This Declaration and each easement created hereby will continue for a term of twenty (20) years from the date of this Declaration and will thereafter continue in full force and effect so long as any easement created hereby is used by any Owner.

**Section 5.**     Legal Effect. Each of the easements and rights created by this Declaration shall run with the land and shall be appurtenant to the Parcel to which it relates for the term specified above and shall not be transferred, assigned or encumbered except as an appurtenance to such Parcel. Each covenant contained in this Declaration (i) constitutes a covenant running with the land, (ii) binds every Owner now having or hereafter acquiring an interest in any Parcel, and such Owner's successors, assigns and mortgagees, and (iii) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees. Upon conveyance of all or any part of any Parcel, the grantee, by accepting such conveyance, will thereby become a party to and be bound by this Declaration

**Section 6.**     No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any part of any Parcel to the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration will be strictly limited to the private use of the Owners and their respective agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors, mortgagees and tenants. This Declaration is intended to benefit the Owners and their respective successors, assigns and mortgagees.

**Section 7.**     Effect of Breach. Breach of any of the covenants contained in this Declaration shall not defeat or render invalid title to a Parcel or the lien of any mortgage or deed of trust made in good faith or for value as to any portion of any Parcel, but all of the foregoing easements and covenants shall be binding and effective against any Owner, including any Owner whose title is acquired by foreclosure, deed in lieu of foreclosure and otherwise.

**Section 8.**     Notices. All notices, statements, demands, approvals or other communications to be given under or pursuant to this Declaration shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid. If mailed, notice will be deemed to have been given three (3) days after the date of mailing. The address of each Owner for purposes of this Section 16 is the address for tax notices for such Owner's Parcel as of the date notice is given.

**Section 9.**     No Additional Waiver Implied by One Waiver. In the event any covenant contained in this Declaration should be breached by any Owner and thereafter waived by another Owner, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.



**Section 10.** Amendment. This Declaration may be amended only by an instrument in writing duly executed by all Owners who are affected by the terms of such amendment. No amendment shall be affected by any course of conduct or dealing among the Owners or by custom or practice.

**Section 11.** Severability. The provisions of this Declaration are severable, and in the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 12.** Governing Law. This Declaration shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

**Section 13.** Time of the Essence. Time is of the essence in this Declaration.

**Section 14.** Captions. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.


**IN WITNESS WHEREOF,** Declarant has caused this Declaration to be executed on the day and year first above written.

**SHELBY COMMERCE PARK, L.L.C.**

By: H. Michael Graham  
H. Michael Graham  
Its Member



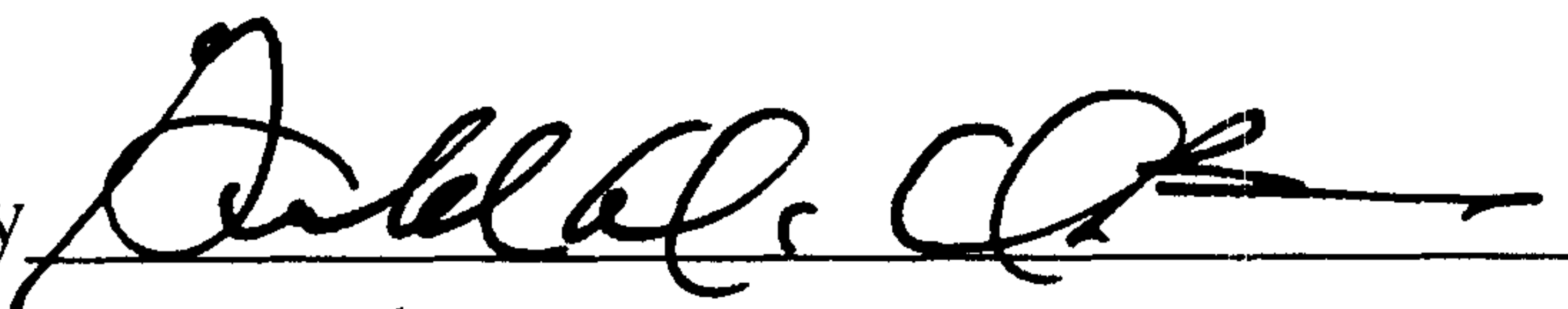
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The undersigned are owners as tenants in common of Lot 1 referenced to in the foregoing Declaration (the "Declaration") together with the Declarant, Shelby Commerce Park, L.L.C. The undersigned hereby join in the Declaration for the purposes of Section 3(g), Section 3(h)(ii) and Sections 4 through 14 thereof and agree to be bound by and to comply with the provisions of said sections of the Declaration.

This 8<sup>th</sup> day of November, 2005.

### O'BRIEN LLC

By   
Its MEMBER

### DIXON LLC

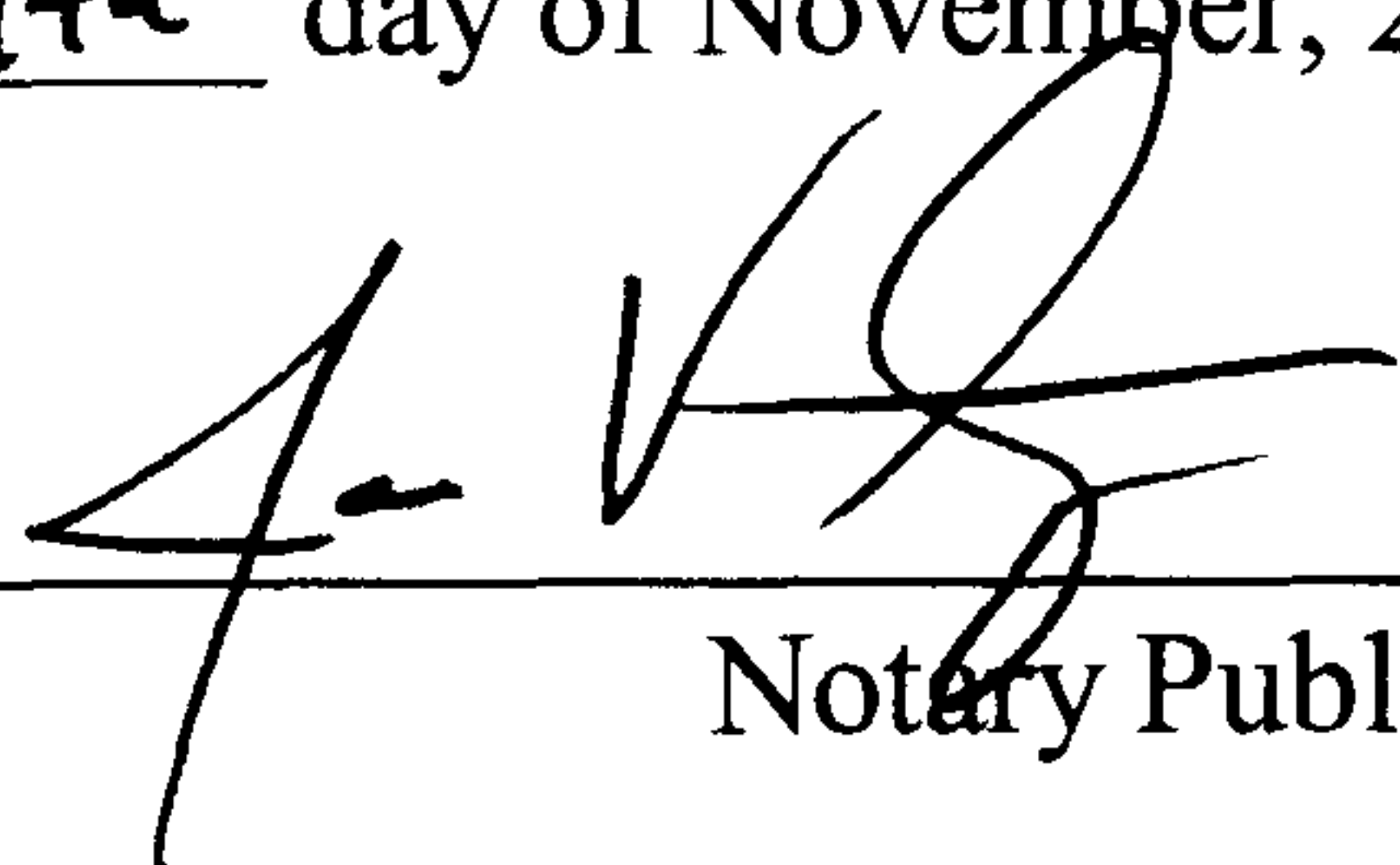
By Gail Dixon  
Its member



STATE OF ALABAMA       )  
                                  :  
JEFFERSON COUNTY       )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. MICHAEL GRAHAM, whose name as a Member of SHELBY COMMERCE PARK, L.L.C., 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 the instrument, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 9<sup>th</sup> day of November, 2005.

  
\_\_\_\_\_  
Notary Public

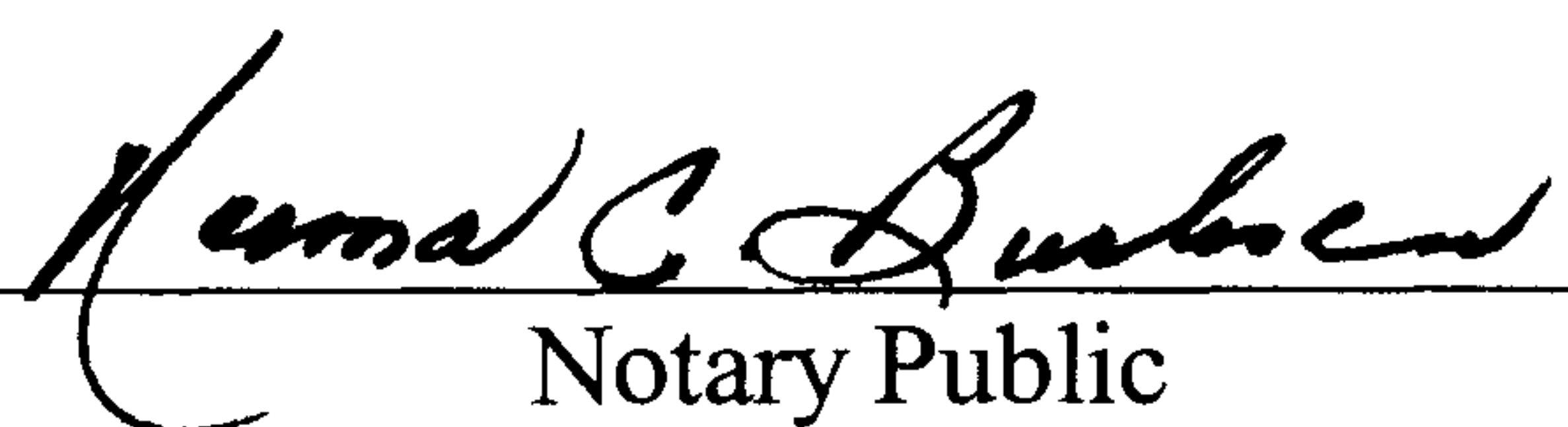
[NOTARIAL SEAL]

My commission expires: 2/27/09

STATE OF ALABAMA       )  
                                  :  
JEFFERSON COUNTY       )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gerald Dennis O'Brien, whose name as Member of O'BRIEN 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 Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 10<sup>th</sup> day of November, 2005.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 6-10-08





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STATE OF ALABAMA

)

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JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gail Dixon, whose name as Member of DIXON, 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 Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 10<sup>th</sup> day of November, 2005.

*Anna C. Buchanan*  
Notary Public

[NOTARIAL SEAL]

My commission expires: 6-10-08

Prepared by:  
Meade Whitaker, Jr.  
1819 Fifth Avenue North  
Birmingham, Alabama 35203-2104



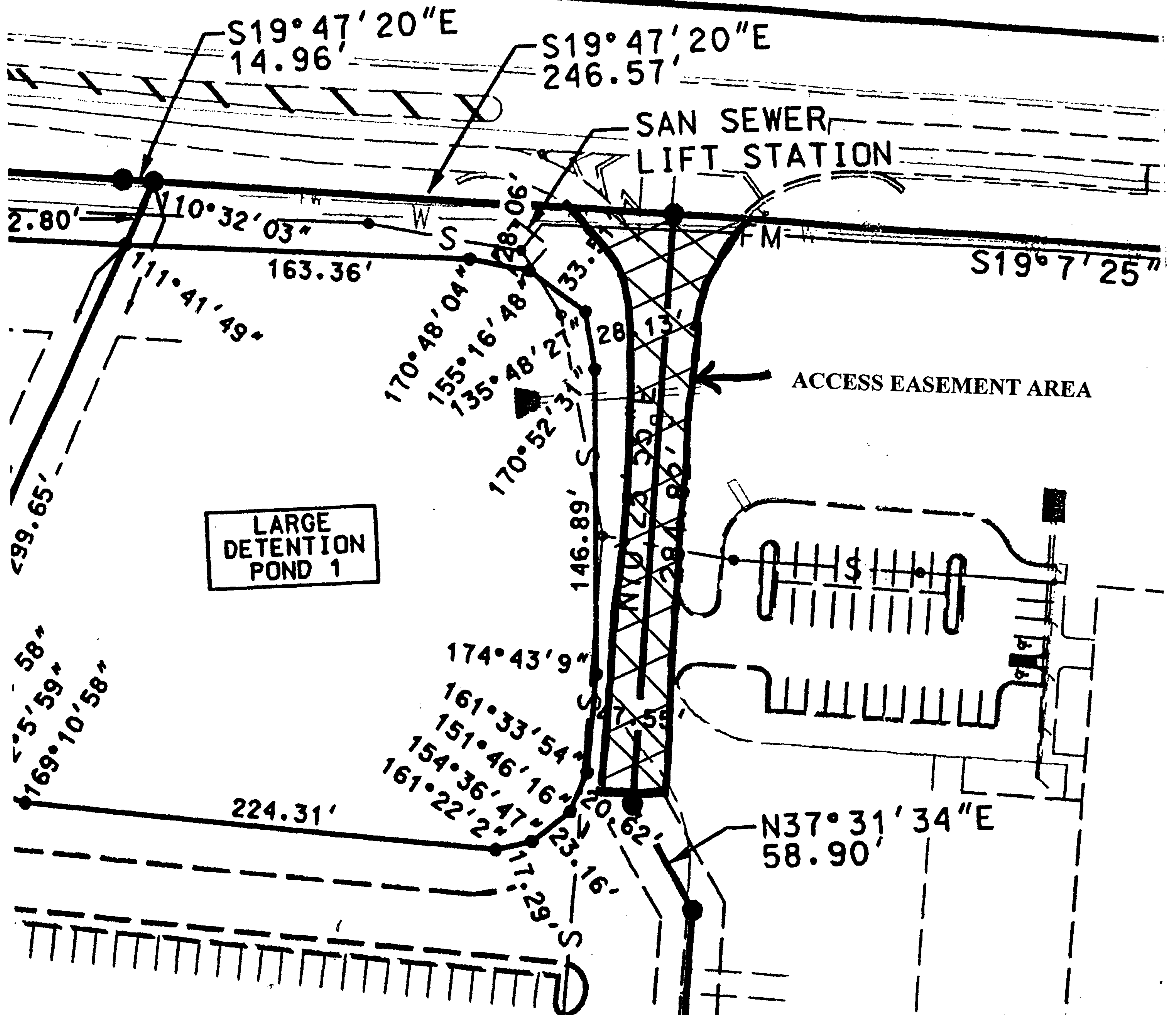


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# EXHIBIT A

## ACCESS EASEMENT AREA

# U.S. HIGHWAY NO.



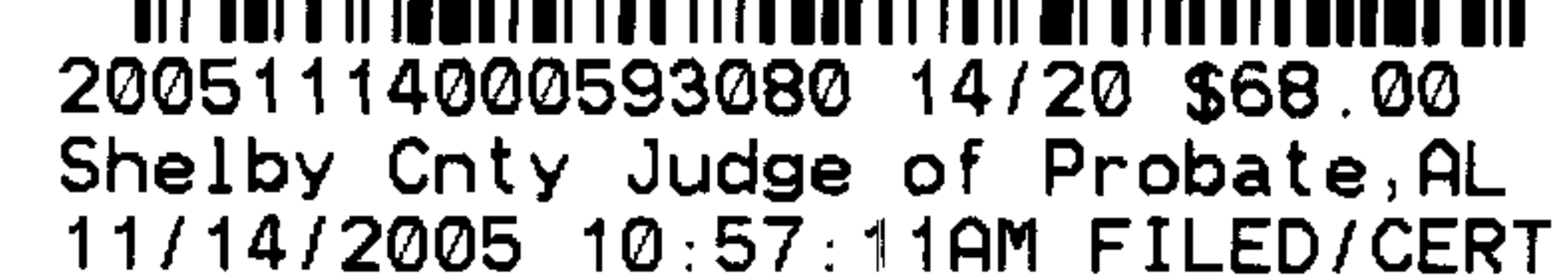


## EXHIBIT B

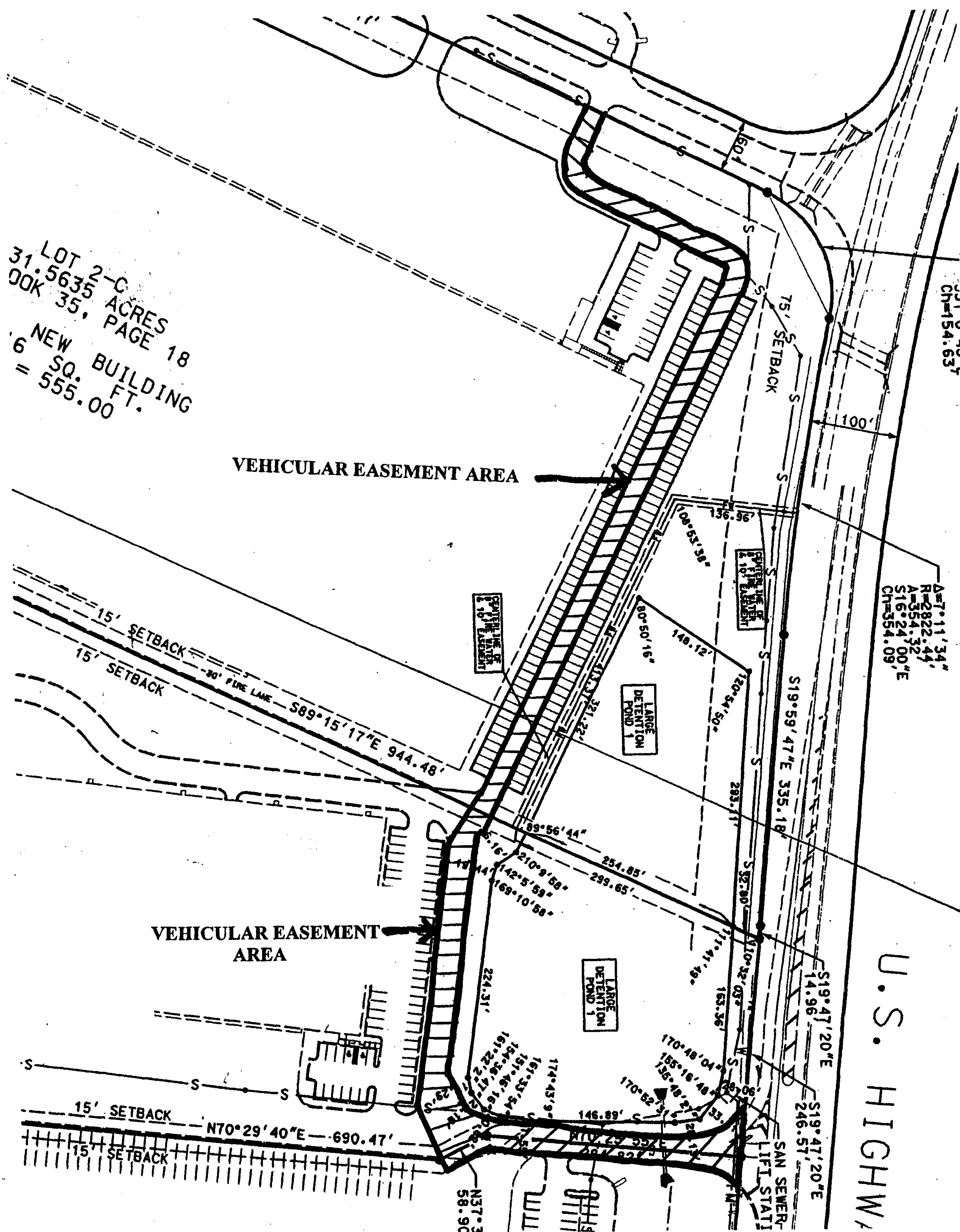
### UTILITY EASEMENT AREA

Part of Lot - 2C, Graham's Resurvey of Shelby Commerce Park, as recorded in Map Book 35, Page 18 in the Probate Office of Shelby County, Alabama, being situated in the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama, being a 10 foot Easement lying 5 foot each side of the following described centerline; Commence at the Southeast corner of Lot - 2C and run in a Westerly direction along the South line of same 299.62 feet more or less to the POINT OF BEGINNING; thence a deflection angle right of  $90^{\circ}03'16''$  and run in a Northerly direction paralleling the curb line of a proposed parking lot 413.37 feet more or less; thence a deflection angle right of  $71^{\circ}06'22''$  and run in a Northeasterly direction 136.96 feet more or less to and intersection with the Northeasterly line of said Lot - 2C, also being the Southwesterly Right of Way of U.S. Highway No. 31 and the end of said centerline of easement.





## VEHICULAR EASEMENT AREA







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## EXHIBIT D

### DETENTION AREA

Part of Lots 2B and 2C of Graham's Resurvey of Lot - 2, Shelby Commerce Park, recorded in Map Book 35, Page 18 in the Probate Office of Shelby County, Alabama and being situated in the Southwest  $\frac{1}{4}$  of Section 28 and the Northwest  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows; Commence at the Northeasterly corner of Lot 2B, also being the Southeasterly corner of Lot 2C, of Graham's Resurvey of Lot - 2, Shelby Commerce Park, recorded in Map Book 35, Page 18 in the Probate Office of Shelby County, Alabama and run in a Northwesterly direction along the North line of said Lot 2B, also being the South line of Lot 2C, 32.80 feet to a point on the 548 elevation contour of the Large Detention Pond for said Lots 2B and 2C; thence the following described courses along said 548 elevation contour of Large Detention Pond, turn a deflection angle left of  $111^{\circ}41'49''$  and run in a Southeasterly direction, 163.36 feet; thence an interior angle of  $170^{\circ}48'04''$  and run to the right in a Southeasterly direction, 28.06 feet; thence an interior angle of  $155^{\circ}16'48''$  and run to the right in a Southwesterly direction, 33.51 feet; thence an interior angle of  $135^{\circ}48'27''$  and run to the right in a Southwesterly direction, 28.13 feet; thence an interior angle of  $170^{\circ}52'31''$  and run to the right in a Southwesterly direction, 146.89 feet; thence an interior angle of  $174^{\circ}43'09''$  and run to the right in a Southwesterly direction, 47.55 feet; thence an interior angle of  $161^{\circ}33'54''$  and run to the right in a Northwesterly direction, 20.62 feet; thence an interior angle of  $151^{\circ}46'16''$  and run to the right in a Northwesterly direction, 23.16 feet; thence an interior angle of  $154^{\circ}36'47''$  and run to the right in a Northwesterly direction, 17.29 feet; thence an interior angle of  $161^{\circ}22'02''$  and run to the right in a Northwesterly direction, 224.31 feet; thence an interior angle of  $169^{\circ}10'58''$  and run to the right in a Northwesterly direction, 19.44 feet; thence an interior angle of  $142^{\circ}05'59''$  and run to the right in a Northeasterly direction, 26.16 feet; thence an interior angle of  $210^{\circ}09'58''$  and run to the left in a Northerly direction, 321.22 feet; thence an interior angle of  $80^{\circ}50'16''$  and run to the right in a Southeasterly direction 148.12 feet; thence an interior angle of  $120^{\circ}54'50''$  and run to the right in a Southeasterly direction, 293.11 feet to the Point Of Beginning.

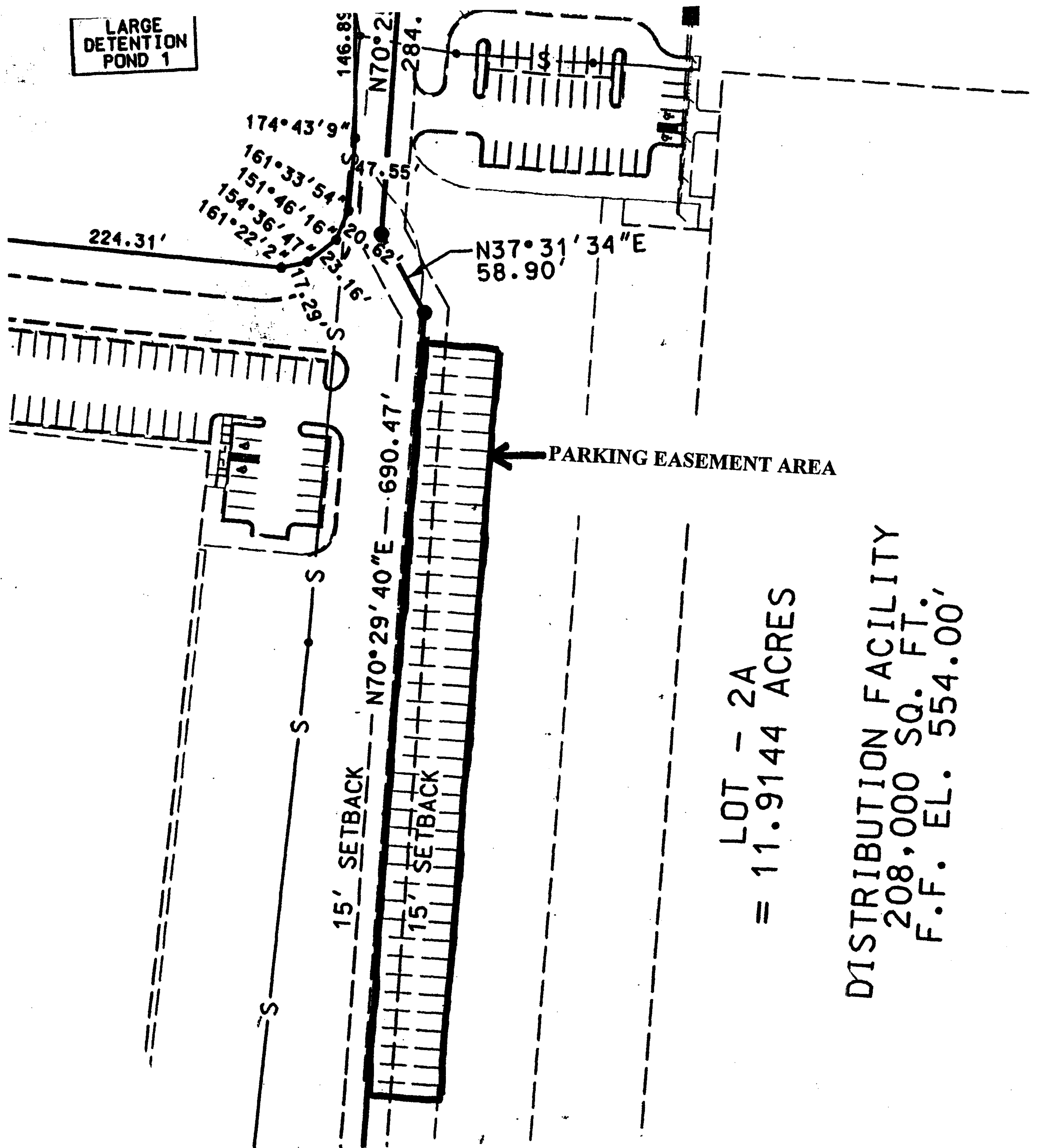




20051114000593080 16/20 \$68.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 10:57:11AM FILED/CERT

## EXHIBIT E

### PARKING EASEMENT AREA



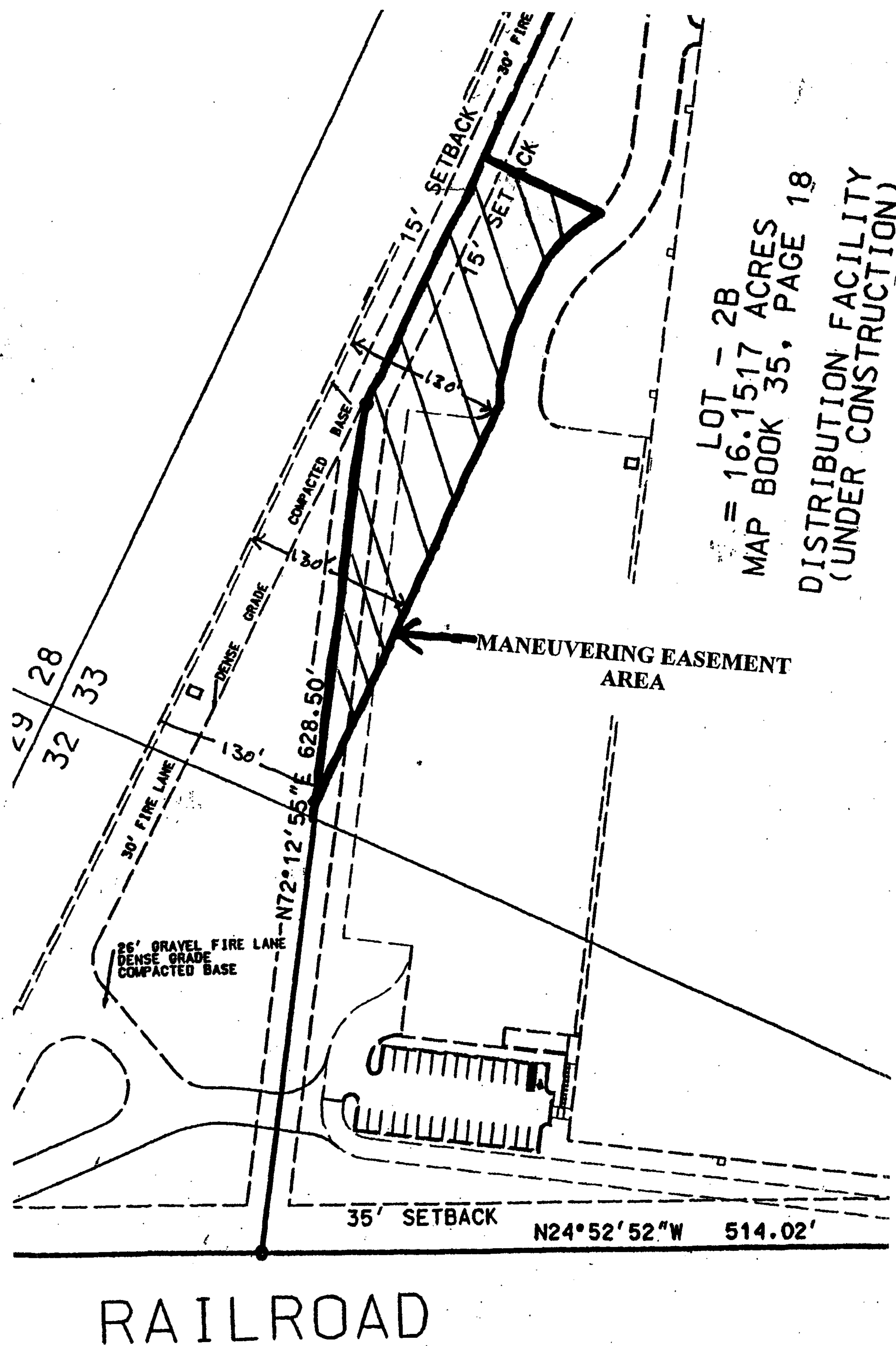




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Shelby Cnty Judge of Probate, AL  
11/14/2005 10:57:11AM FILED/CERT

## EXHIBIT F

### MANEUVERING EASEMENT AREA



LOT - 2B  
= 16.1517 ACRES  
MAP BOOK 35, PAGE 18  
DISTRIBUTION FACILITY  
(UNDER CONSTRUCTION)



EXHIBIT G

SEWER LIFT STATION EASEMENT

U.S. HIGHWAY NC

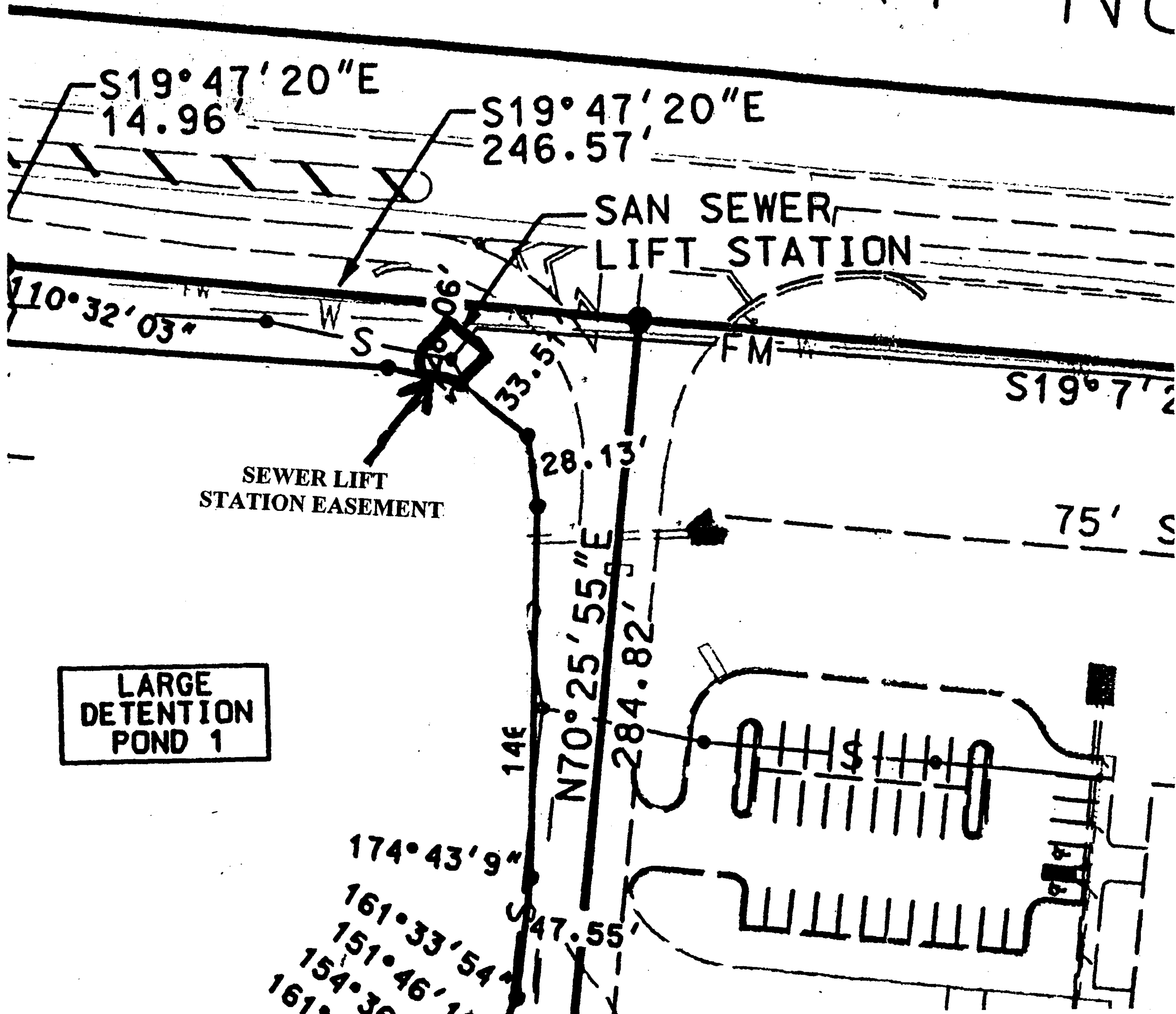
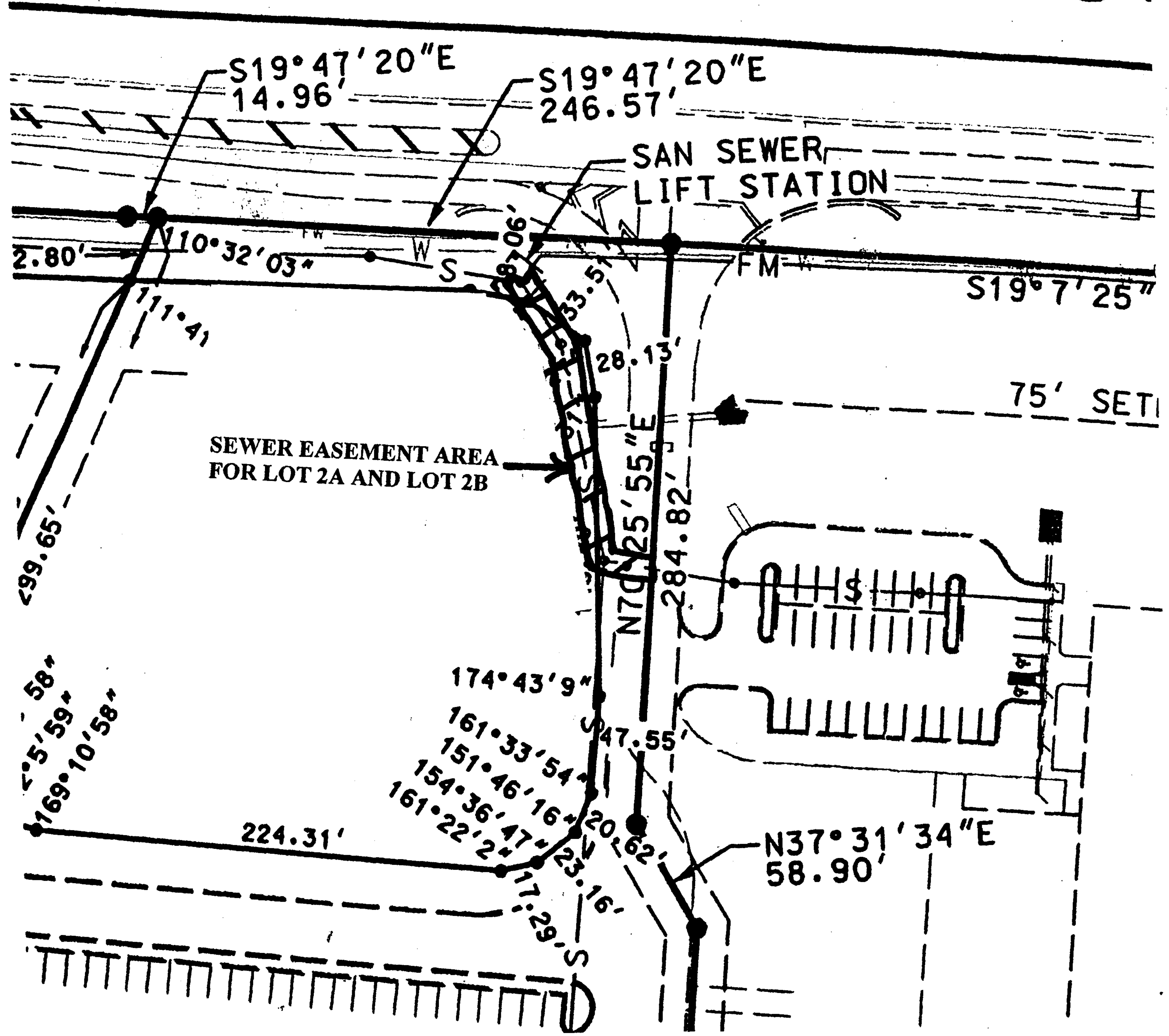




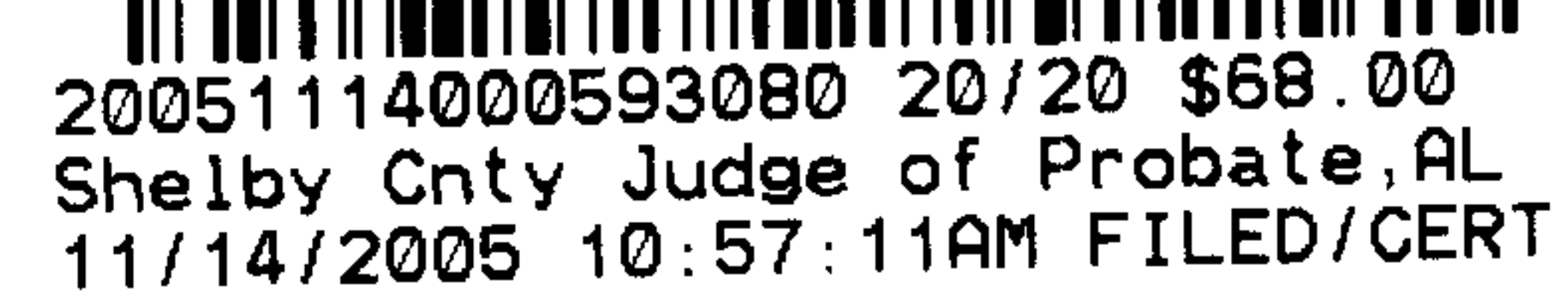
EXHIBIT H-1

SEWER EASEMENT AREA FOR LOT 2A AND LOT 2B

U.S. HIGHWAY NO.







## SEWER EASEMENT AREA FOR LOT 2C AND LOT 1

