



20070425000190930 1/9 \$35.50
Shelby Cnty Judge of Probate, AL
04/25/2007 10:12:13AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

Value \$500.⁰⁰
[Signature]

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (hereinafter referred to as this "Declaration") is made and entered into as of the 24th day of April, 2007 by **MAYHALL PROPERTIES, INC.**, an Alabama corporation (hereinafter referred to as the "Declarant"), and **AHEAD DEVELOPMENT, LLC**, an Alabama limited liability company (hereinafter referred to as "Ahead").

W I T N E S S E T H:

WHEREAS, the Declarant is currently the fee simple title owner of certain real property located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Declarant's Property"); and

WHEREAS, the Declarant's Property is adjacent to certain real property owned by Ahead located in Shelby County, Alabama and more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Ahead Property"); and

WHEREAS, the Declarant has agreed to establish certain easements on, over and across a portion of the Declarant's Property for the mutual benefit of the Declarant and Ahead as provided for herein; and

WHEREAS, the easement conveyed herein shall be over and across that portion of the Declarant's Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Easement Property").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the foregoing Recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Declarant hereby covenants, agrees and declares as follows:

1. **TEMPORARY EASEMENT.** The Declarant does hereby declare, grant, bargain, convey to Ahead, and establish over the Easement Property, a temporary non-exclusive easement for the purpose of meeting the provisions of the International Fire Code, 2003 edition; specifically Section 503.2.5, providing the proper turn-around space required for fire apparatus. This Easement shall commence at the point where Vincent Street leaves Ahead's Property and enters the Declarant's Property, and shall have a radius of approximately 100 feet as measured from the center line of Vincent Street (the "Easement"). This Easement shall remain in place until such time as the Declarant receives approval from Mr. George M. Ellis, Fire Official, or his successor, for the City of Alabaster, Alabama.

2. **MAINTENANCE OF EASEMENT PROPERTY.** The owner of the Ahead Property and its successors, assigns, tenants or other users, hereby agree to take reasonable efforts to maintain and repair the Easement Property at its sole cost and expense relating to the use of the Easement conveyed herein.

3. **COVENANT RUNNING WITH THE LAND.** The Easement hereby granted shall be an easement running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Declarant's Property and the Ahead Property and all persons or entities claiming under them.

4. **PRIVATE EASEMENT.** The easements, rights and covenants established, created and granted in this instrument are for the benefit of the parties hereto, their successors and assigns, and shall not be construed as creating any rights in the public.

5. **COST OF CONSTRUCTION.** Unless otherwise agreed in writing, the cost of construction, installation and building of any improvements on the Easement Property for the benefit of the owner of the Ahead Property shall be borne by the owner of the Ahead Property or its designees, tenants or contractors. All construction shall be done in accordance with all applicable laws, ordinances and regulations. The owner of the Ahead Property hereby agrees that no lien shall be permitted to attach to the Declarant's Property during any maintenance or repair of the Easement by the owner of the Ahead Property or its designees, tenants or contractors. In the event such a lien is filed based upon work performed by the owner of the Ahead Property or its designees, tenants or contractors, the owner of the Ahead Property shall immediately pay to have the same removed.

6. **REASONABLE USE.** The parties agree that the easement rights created pursuant to this agreement will be exercised in a reasonable manner, which is calculated to minimize any interference with the conduct of business on any of the properties referred to herein.

[signature page to follow]

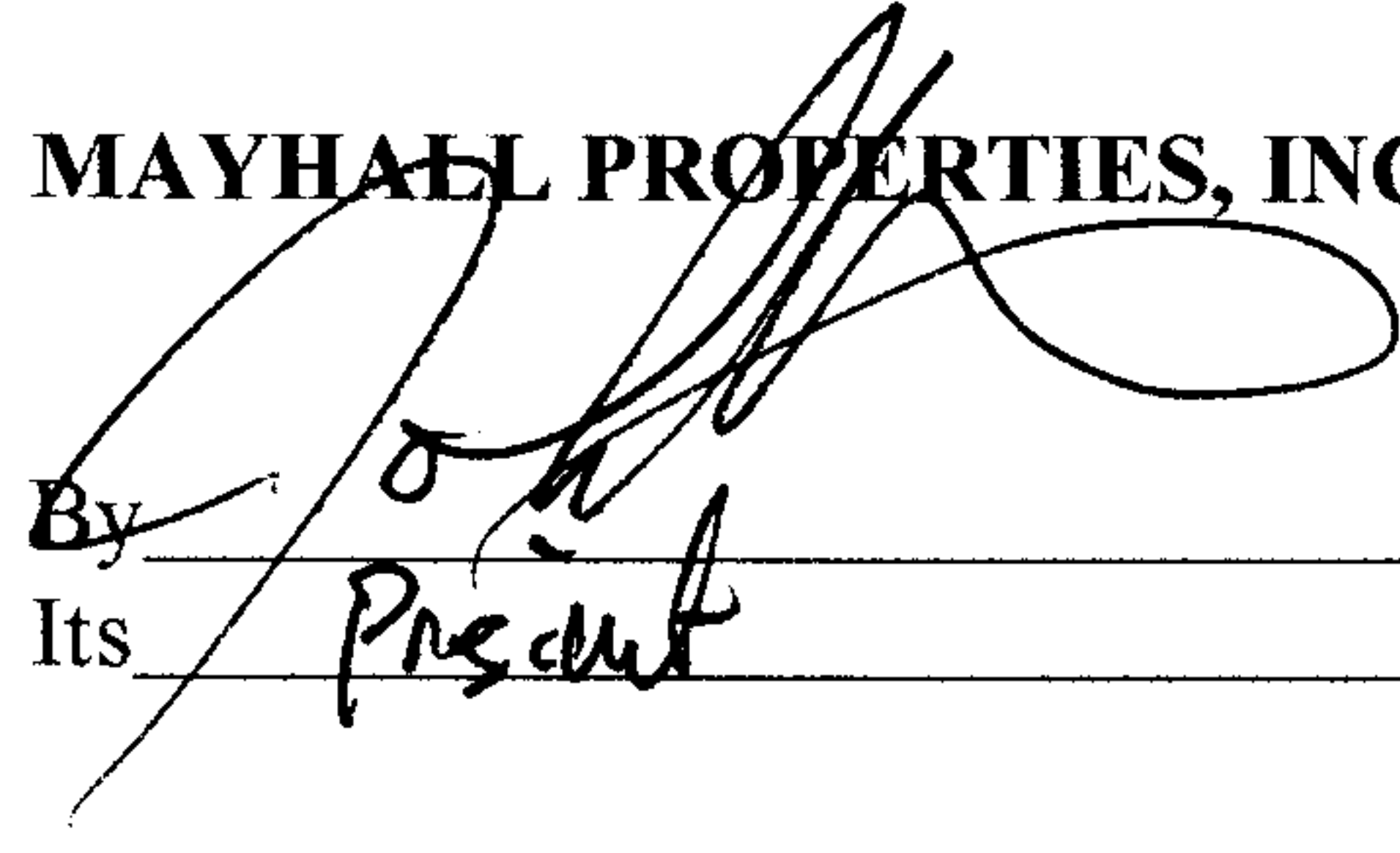


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IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this 24th day of April, 2007.

"DECLARANT":

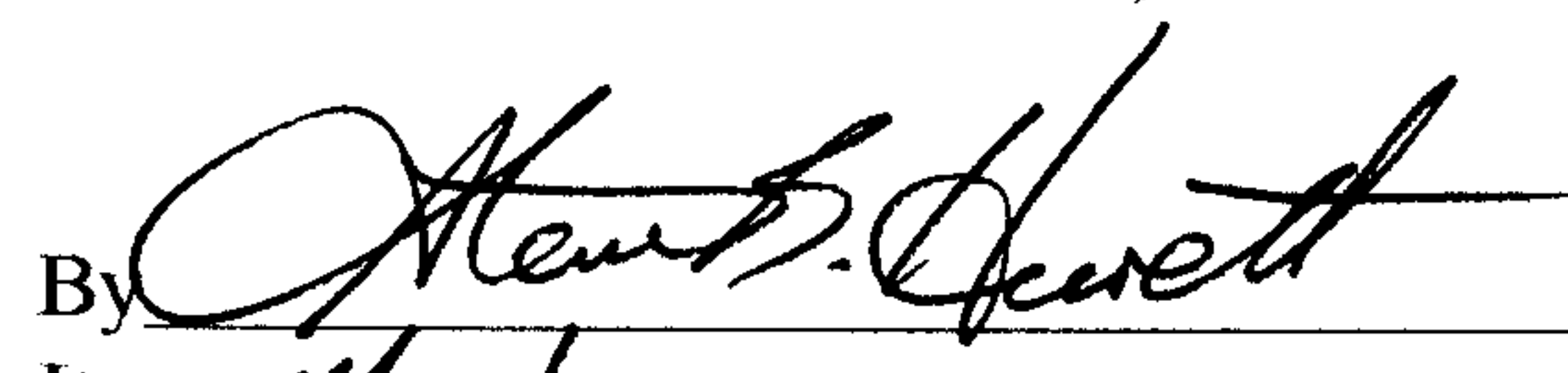
MAYHALL PROPERTIES, INC.

By 

Its President

"AHEAD":

AHEAD DEVELOPMENT, LLC

By 

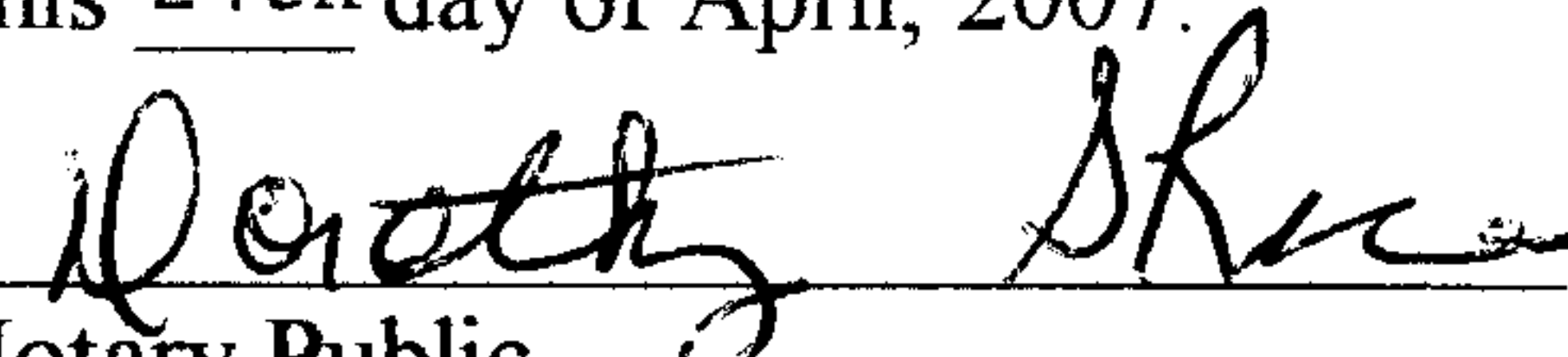
Its Member

STATE OF ALABAMA)
____Shelby____ COUNTY)


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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
____John Mayhall____, as ____President____ of **MAYHALL PROPERTIES, INC.**,
an Alabama corporation, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of the conveyance he, as
such ____President____ and with full authority, executed the same voluntarily for and as the act
of said corporation.

Given under my hand and official seal this 24th day of April, 2007.



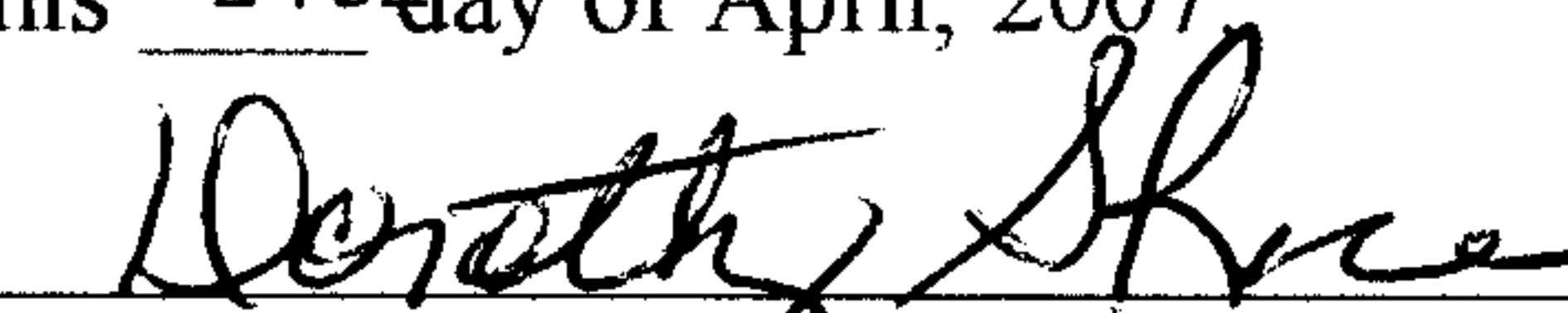
Notary Public

My commission expires: ~~MY~~ COMMISSION EXPIRES NOVEMBER 21, 2010

STATE OF ALABAMA)
____Shelby____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
____Stephen B. Hewett____, as ____Member____ of **AHEAD DEVELOPMENT, LLC**,
an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of the conveyance 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 official seal this 24th day of April, 2007.



Notary Public

My commission expires: ~~MY~~ COMMISSION EXPIRES NOVEMBER 21, 2010

EXHIBIT A

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(Description of Declarant's Property)

Commence at the Northwest Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 26, Township 21 South, Range 3 West and run in an Easterly direction along said $\frac{1}{4}$ - $\frac{1}{4}$ Section 540.50 feet to a point; thence turn 80 degrees 56 minutes 30 seconds right and run South for 150.60 feet to a point; thence turn 80 degrees 56 minutes 30 seconds left and run Easterly 280.00 feet to a point on the West Line of Alabama Highway no. 119; thence run 86 degrees 18 minutes 33 seconds right (angle measured to chord) and run Southerly along said line in the arc of a curve to the right having a radius of 2100.00 feet and a central angle of 7 degrees 52 minutes 40 seconds for 288.74 feet to a point; thence turn 92 degrees 15 minutes 16 seconds right (angle measured to chord) and run Westerly 821.02 feet to a point; thence turn 86 degrees 11 minutes 08 seconds right and run Northerly 459.14 feet to the point of beginning.

Situated in Shelby County, Alabama

(Continued on next page)

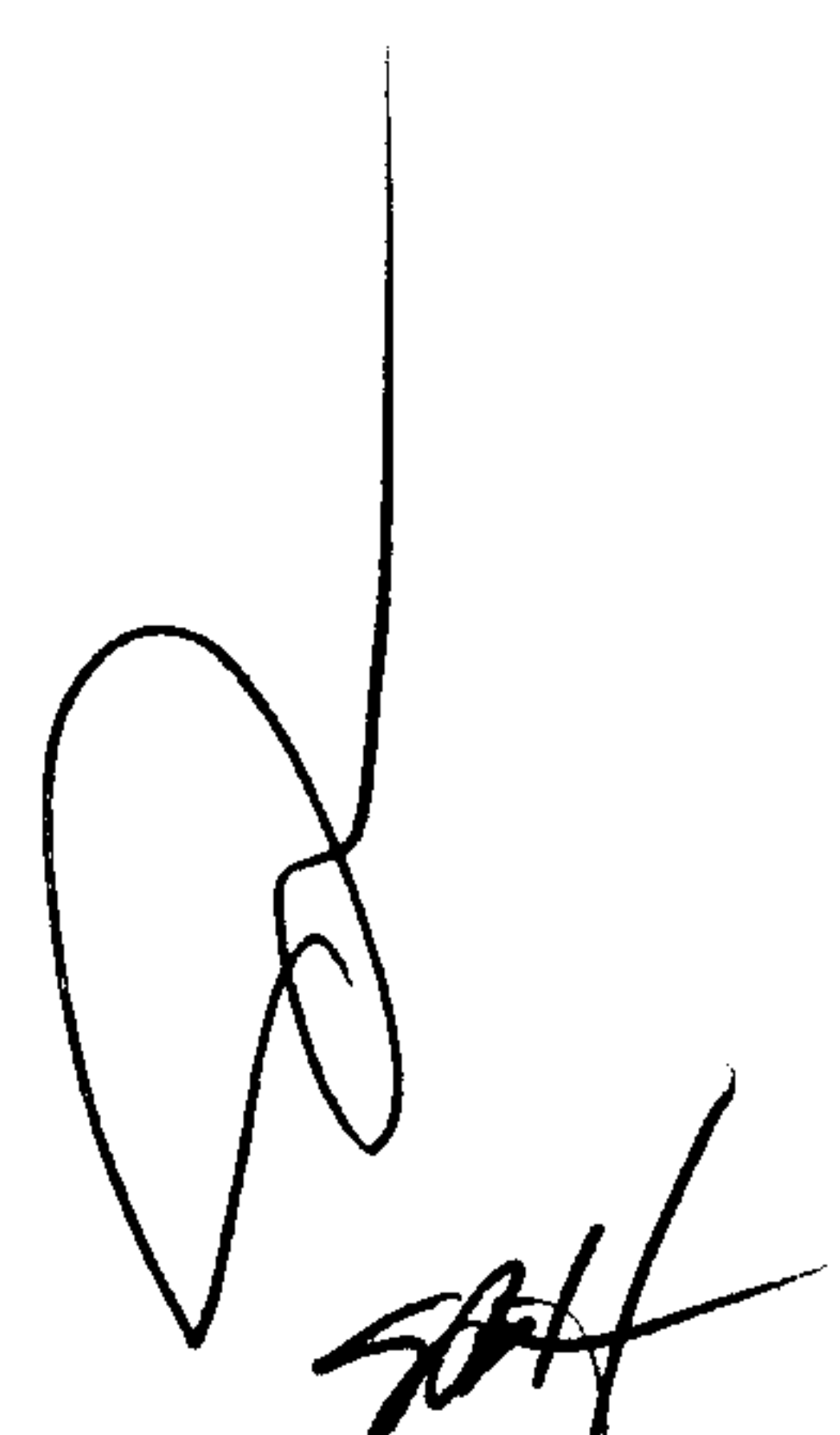
A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a smaller, more complex signature.

EXHIBIT A

(Continued)

A parcel of land located in the SW1/4 of the SE1/4 and the NW1/4 of the SE1/4 of Section 26, Township 21 South, Range 3 West of the Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 1" open top pipe found, said pipe being the SW corner of the NW1/4 of the SE1/4 of Section 26, Township 21 South, Range 3 West of the Huntsville Meridian; thence run S 87°02'38" E for a distance of 82.52 feet to a point being the Point of Beginning; thence run N 85°35'01" E for a distance of 90.77 feet to a point; thence run N 80°24'08" E for a distance of 50.15 feet to a point; thence run N 85°01'19" E for a distance of 118.03 feet to a point; thence run S 05°42'48" E for a distance of 26.21 feet to a point; thence run S 02°51'00" W for a distance of 12.93 feet to a point; thence run N 87°02'38" W for a distance of 259.85 feet to the Point of Beginning; Said described Parcel containing 0.12 acres, more or less, lying and being in the SW1/4 of the SE1/4 and the NW1/4 of the SE1/4 of Section 26, Township 21 South, Range 3 West of the Huntsville Meridian, Shelby County, Alabama.

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature appears to be a cursive representation of a name, possibly "J. A. Smith" or similar, with a large loop at the end.

EXHIBIT B

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(Description of Ahead Property)

A parcel of land lying in the SE 1/4 of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Begin at a 1" open top pipe found in place at the Southwest corner the NW 1/4 of the SE 1/4 of said Section; thence run S 87°02'38" E for a distance of 2.27 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°19'24" W for a distance of 787.07 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°20'19" E for a distance of 360.10 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 88°35'39" W for a distance of 23.12 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 01°09'19" W for a distance of 171.95 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 66°10'00" E for a distance of 416.36 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 18°10'00" E for a distance of 519.69 feet to a 5/8" capped rebar set (SMW LS 19753); thence continue S 18°10'00" E for a distance of 50.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence continue S 18°10'00" E for a distance of 510.03 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 71°50'00" W for a distance of 30 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 18°30'51" E for a distance of 118.54 feet to a concrete monument; thence with a curve to the right having a radius of 2221.90 feet, an arc length of 24.19 feet and having a chord bearing of S 18°12'47" E and a chord length of 24.19 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°52'54" W for a distance of 184.47 feet to a 5/8" capped rebar set (SMW LS 19753); thence continue N 86°52'54" W for a distance of 52.22 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 13°33'51" E for a distance of 346.72 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 89°16'07" W for a distance of 19.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 16°33'30" E for a distance of 21.97 feet to a 1-1/2" open top pipe found; thence N 87°02'38" W for a distance of 198.16 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 05°42'48" W for a distance of 26.21 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 02°51'00" E for a distance of 12.93 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 85°01'19" W for a distance of 118.03 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 80°24'08" W for a distance of 50.15 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 85°35'01" W for a distance of 172.98 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 02°24'28" W for a distance of 10.59 feet to the Point of Beginning. Said above described parcel contains 17.82 acres, more or less.



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EXHIBIT C

(Description of Easement Property)

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Declarant's Property
Phase 2 of
1 Southfield Gardens

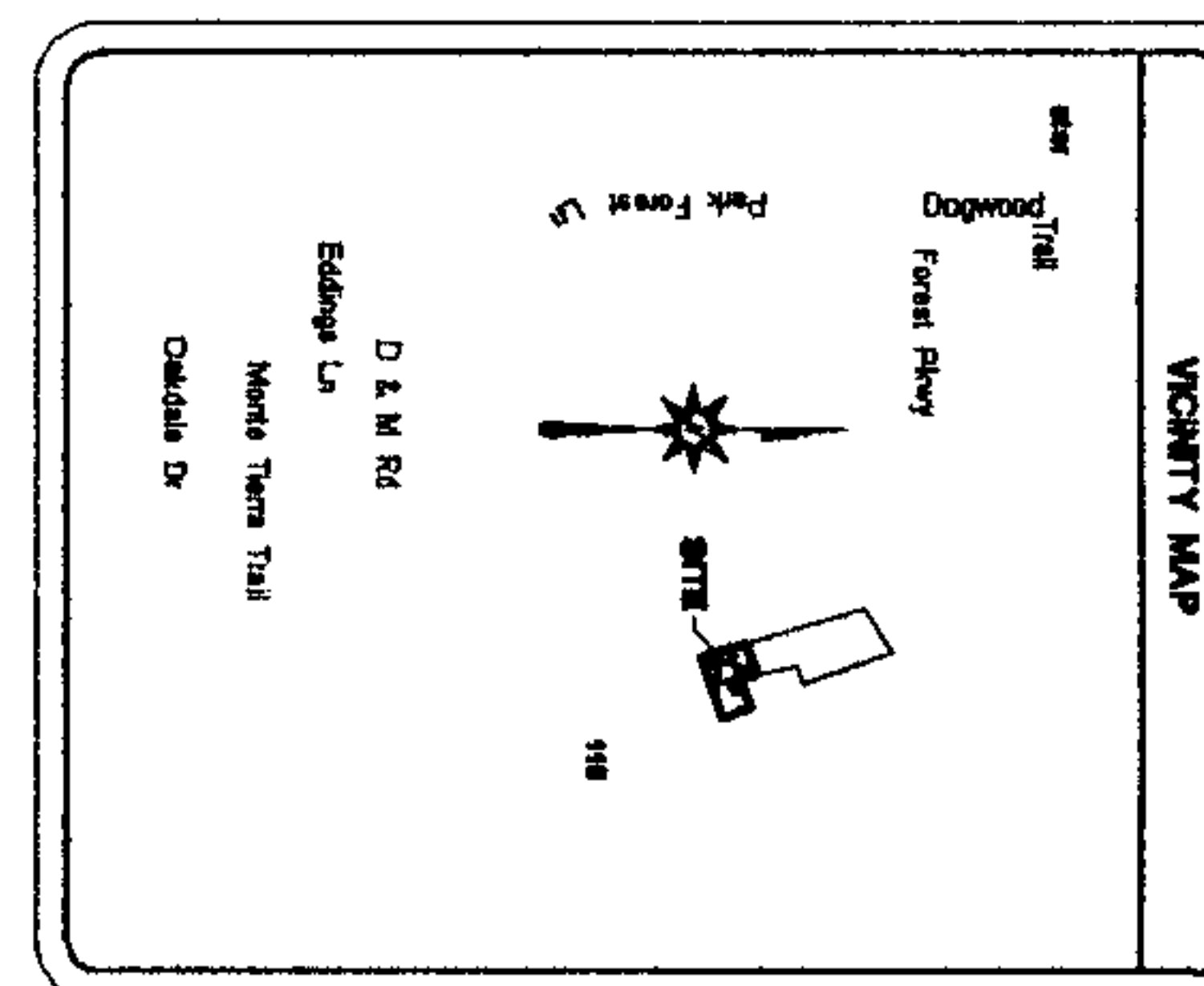
-Ergänzen

Shelby County, AL 04/25/2007
State of Alabama

Deed Tax: \$.50

Phase 1 of
Soulfield Gardens
Ahead Property

SITE DATA

[illegible]**VICINITY MAP**

SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

CONCEPTUAL SITE LAYOUT PLAN

CLIENT **SOUTHFIELD GARDENS PHASE 2**
HIGHWAY 119
ALABASTER, ALABAMA

APPROVED N/A	DESIGNED AFM	DRAWN AFM	CHECKED N/A	PROJECT NO. 06-174.04
DATE N/A	DAYS 10/05/06	SCALE: 1"=50'	SHEET 1 OF	

REVISIONS

[illegible]