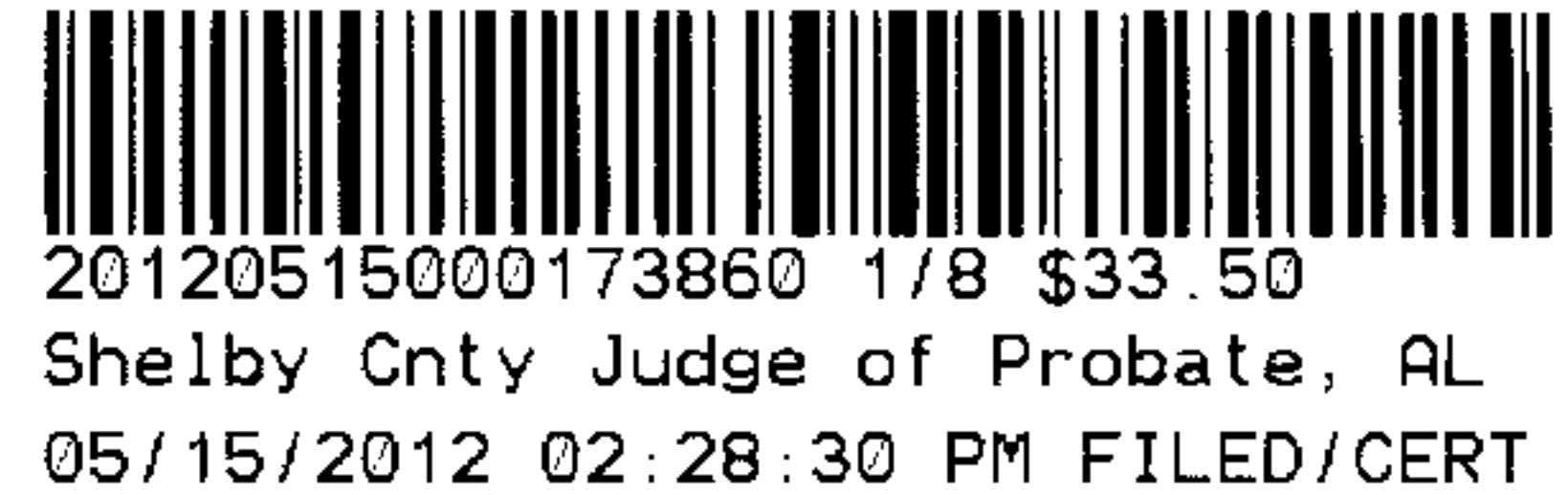


STATE OF ALABAMA)  
COUNTY OF SHELBY)



EASEMENT

This easement made and entered into this 14<sup>th</sup> day of May, 2012, by and between **Chelsea Park, Inc.**, an Alabama Corporation (hereinafter referred to as the "Developer") and **Chelsea Park Residential Association, Inc.**, an Alabama Non-Profit Corporation (hereinafter referred to as the "Association"), **Park Homes, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantor") and **NSH Corp.**, an Alabama Corporation (hereinafter referred to as "Successor Developer" and "Grantor" and "Grantee") (all of said entities being collectively referred to as "Grantor"):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to install, construct and maintain pool decking, and any associated pool equipment, fencing and landscaping and any associated lawn sprinkler or irrigation on the following described land, situated in Shelby County, Alabama:

An exclusive easement 8 feet wide by 70 feet long situated within the Common Area immediately North of and behind Lot 9-90 Chelsea Park, 9<sup>th</sup> Sector, as recorded in Map Book 37, Page 47, in the Probate Office of Shelby County, Alabama, as more particularly described in the Plot Plan of Lot 9-90 Chelsea Park, 9<sup>th</sup> Sector, prepared by Alabama Engineering Co., Inc. dated April 9, 2012 and revised May 3, 2012, a copy of which is attached hereto and made a part hereof, for ingress, egress and utilities for the installation, construction and maintenance of pool decking and any associated pool equipment, fencing and landscaping and any associated lawn sprinkler and irrigation.

Further, there shall be a right of way for ingress and egress to, over and under the premises at any and all times for the purpose of installing, constructing, inspecting, maintaining, repairing, replacing the pool decking, and any associated pool equipment, fencing and landscaping and any associated lawn sprinkler and irrigation.

TO HAVE AND TO HOLD, Unto the said NSH Corp., an Alabama Corporation, its successors and assigns, forever, subject to the following terms and conditions:

1. The grant of this easement and covenants contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, its successors and assigns.

2. The Grantee herein, NSH Corp., its successors and assigns shall have the sole responsibility for maintaining the pool decking, and any associated pool equipment, fencing and landscaping and any associated lawn sprinkler and irrigation within said easement.

Together with and subject to the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Chelsea Park, Inc., by its President, Douglas D. Eddleman, has caused this easement to be executed this the 14<sup>th</sup> day of May, 2012.

Chelsea Park, Inc.  
An Alabama Corporation

BY:

  
Douglas D. Eddleman  
Its President

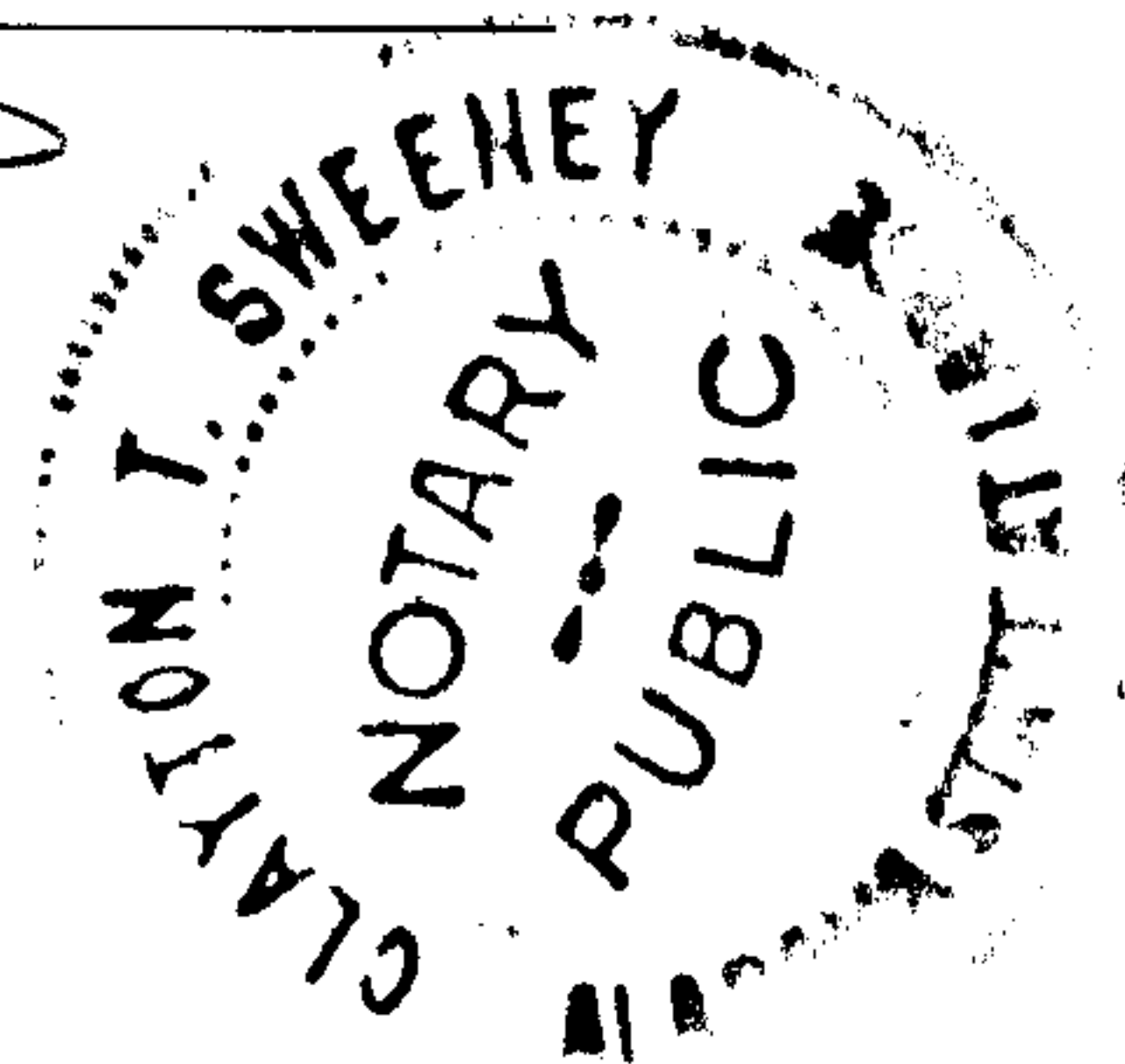
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park, Inc., an Alabama Corporation, 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 above and foregoing instrument, 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 of office this the 14<sup>th</sup> day of May, 2012.

  
Notary Public

My Commission Expires: 6-5-2015



20120515000173860 2/8 \$33.50  
Shelby Cnty Judge of Probate, AL  
05/15/2012 02:28:30 PM FILED/CERT



IN WITNESS WHEREOF, Park Homes, LLC, by its Managing Member, Douglas D. Eddleman, has caused this easement to be executed this the 14<sup>th</sup> day of May, 2012.

Park Homes, LLC

An Alabama limited liability company

BY:

  
Douglas D. Eddleman  
Its Managing Member

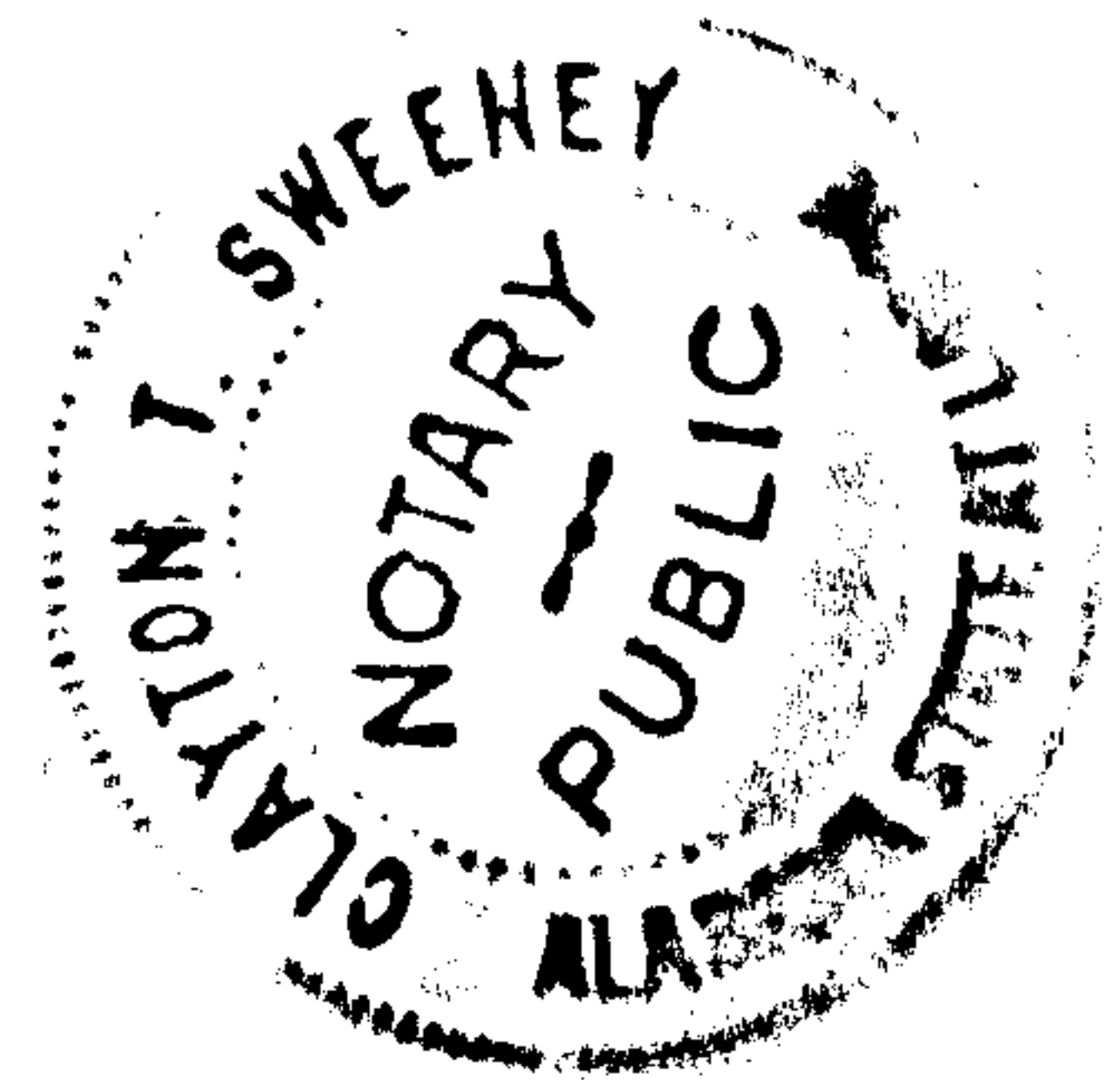
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Park Homes, 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 the above and foregoing 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 official seal of office this the 14<sup>th</sup> day of May, 2012.

  
Notary Public

My Commission Expires: 6-5-2015



20120515000173860 3/8 \$33.50  
Shelby Cnty Judge of Probate, AL  
05/15/2012 02:28:30 PM FILED/CERT

IN WITNESS WHEREOF, NSH Corp., by its Executive Vice-President, Robert L. Holman, has caused this easement to be executed this the 15 day of May, 2012.

NSH Corp.

An Alabama Corporation

By: Robert L. Holman

Robert L. Holman,

Its: Executive Vice-President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Robert L. Holman, whose name as Executive Vice-President of NSH Corp., 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 above foregoing instrument, 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 of office this the 15 day of May, 2012.

Gary Jones  
Notary Public

My Commission Expires: GARY JONES  
Notary Public, Alabama State At Large  
My Commission Expires April 17, 2016



20120515000173860 4/8 \$33.50  
Shelby Cnty Judge of Probate, AL  
05/15/2012 02:28:30 PM FILED/CERT

NSH Corp. as Grantee herein and being the Owner of Lot 9-90 Chelsea Park, 9<sup>th</sup> Sector, executes this Easement to acknowledge and accept the terms and conditions of this hereinabove Easement for itself, its successors and assigns.

NSH Corp.

An Alabama Corporation

By: Robert L. Holman

Robert L. Holman,

Its: Executive Vice-President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Robert L. Holman, whose name as Executive Vice-President of NSH Corp., 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 above foregoing instrument, 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 of office this the 15 day of May, 2012.

Gary Jones  
Notary Public

My Commission Expires

GARY JONES  
Notary Public, Alabama State At Large  
My Commission Expires April 17, 2016



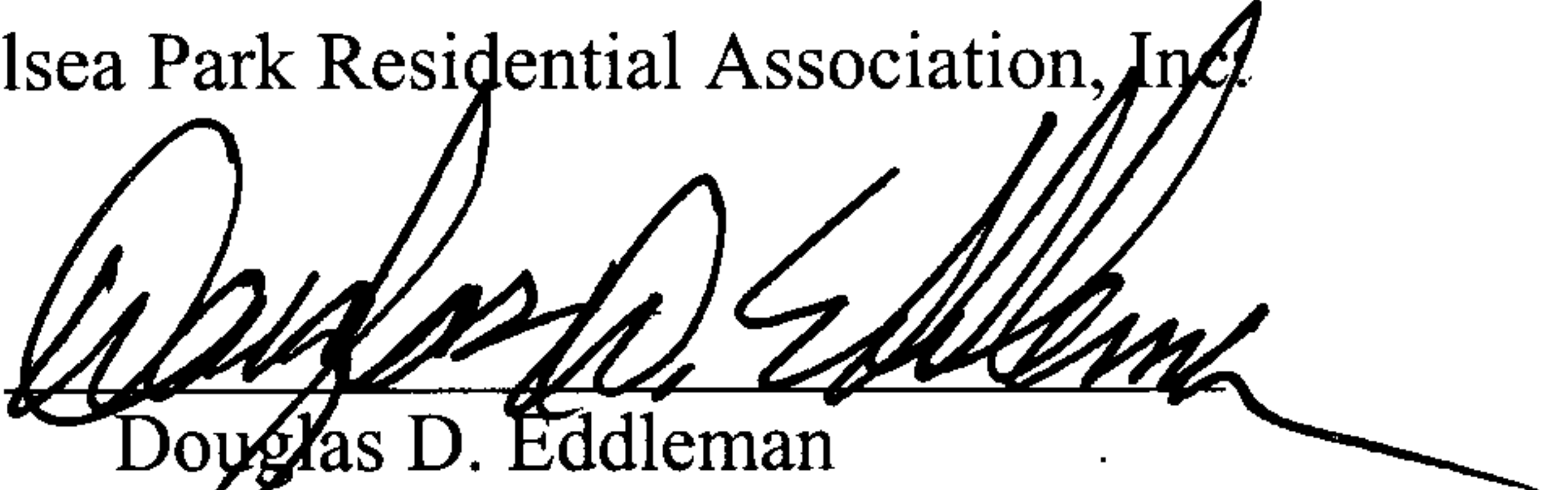
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Shelby Cnty Judge of Probate, AL  
05/15/2012 02:28:30 PM FILED/CERT



The Chelsea Park Residential Association, Inc executes this easement only to acknowledge and consent to all terms, conditions, restrictions and conditions contained hereinabove and to convey any interest it may have in said property. The Chelsea Park Residential Association, Inc. does for itself, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing terms, conditions, restrictions and conditions of said easement.

Chelsea Park Residential Association, Inc.

BY:

  
Douglas D. Eddleman  
Its President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park Residential Association, Inc., an Alabama Non-Profit Corporation, 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 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 the 14<sup>th</sup> day of May, 2012.

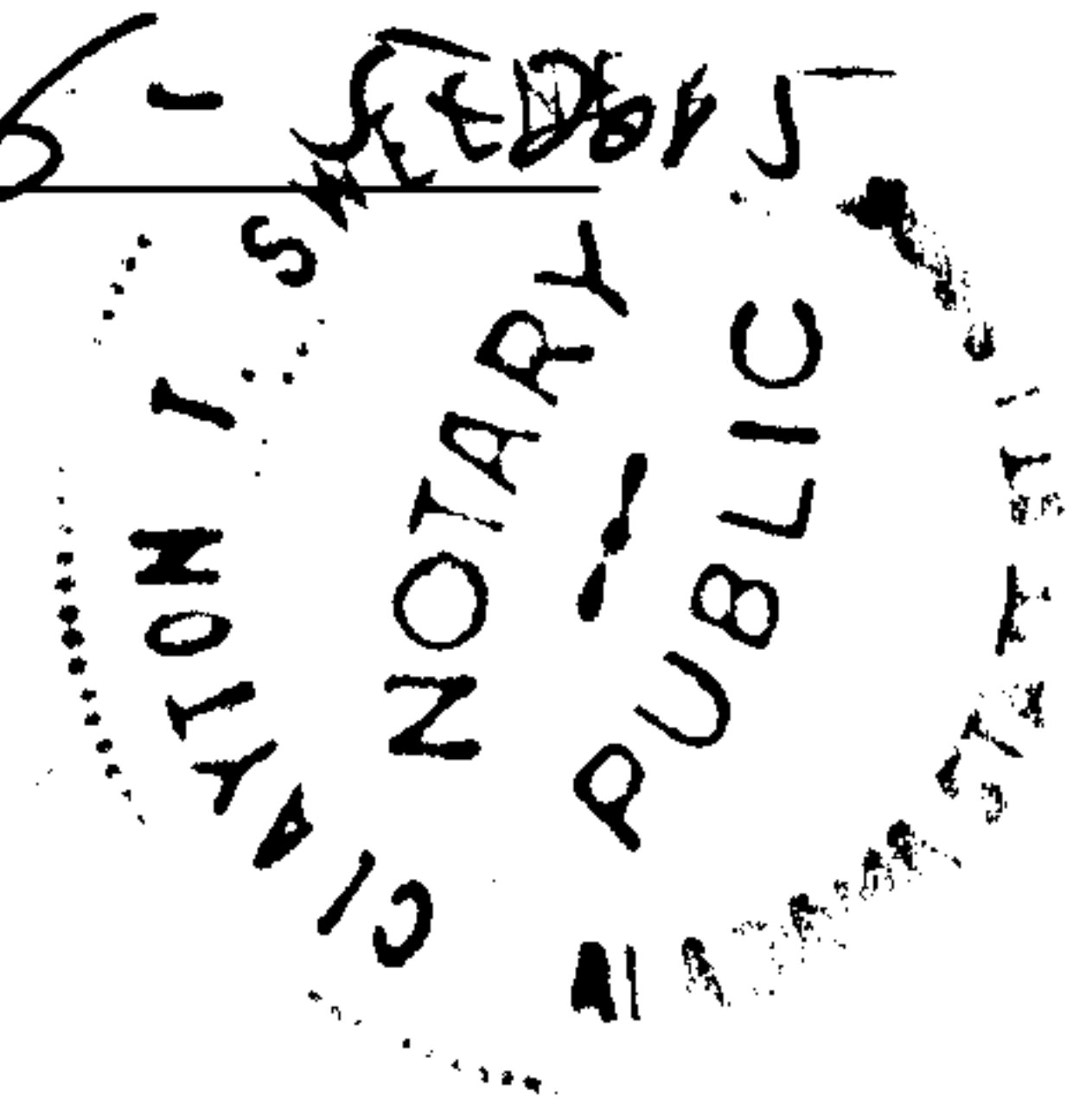
  
Notary Public

My Commission Expires: 6-1-2015

This Instrument Prepared By:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223



20120515000173860 6/8 \$33.50  
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PLOT PLAN - LOT 9-90  
CHELSEA PARK - 9TH SECTOR

EDMUND C

Alabama Engineering Co., Inc.  
April 9, 2012 1"=20'  
(Revised May 3, 2012)

70.0' X 8.0' EXCLUSIVE EASEMENT  
FROM DEVELOPER TO LOT OWNER  
FOR POOL DECK, FENCE AND  
LANDSCAPING

EASEMENT APPROVED BY:

COMMON  
AREA

*Ray E. Smith*  
MANAGING MEMBER  
PARK HOMES, LLC

LOT 9-91

LOT 9-90  
PROPOSED  
RESIDENCE

LOT 9-89

CL 15' EASEMENT

FUTURE POOL

GARAGE

PATIO

CONCRETE  
DRIVEWAY

PORCH

STORM  
INLET

GRAVEL  
CONSTRUCTION  
EXIT

SILT FENCE (TYP.)

LAKE CHELSEA COURT  
(60' R.O.W.)



20120515000173860 7/8 \$33.50  
Shelby Cnty Judge of Probate, AL  
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PLOT PLAN - LOT 9-90  
CHELSEA PARK - 9TH SECTOR

EDMUND C

Alabama Engineering Co., Inc.

April 9, 2012 1"=20'

(Revised May 3, 2012)

70.0' X 8.0' EXCLUSIVE EASEMENT  
FROM DEVELOPER TO LOT OWNER  
FOR POOL DECK, FENCE AND  
LANDSCAPING

EASEMENT APPROVED BY:

COMMON  
AREA

*Location note*

*[Signature]*

8.0' 70.00' 77.50' 8.0'

FUTURE POOL

A/C

PATIO

CL 15' EASEMENT

LOT 9-91

LOT 9-90  
PROPOSED  
RESIDENCE

LOT 9-89

GARAGE

CONCRETE  
DRIVEWAY

PORCH

STORM  
INLET

GRAVEL  
CONSTRUCTION  
EXIT

SILT FENCE (TYP.)

LAKE CHELSEA COURT  
(60' R.O.W.)

CHELSEA PARK ARCHITECTURAL COMMITTEE

☒ SITE PLAN ☐ ARCHITECTURAL PRINTS ☐ OTHER

☐ COLORS SUBMISSION ☐ LANDSCAPE PLAN

☒ APPROVED  
☐ DISAPPROVED  
☐ APPROVED AS NOTED

BY:

*[Signature]*

DATE:

5/4/12



20120515000173860 8/8 \$33.50

Shelby Cnty Judge of Probate, AL

05/15/2012 02:28:30 PM FILED/CERT