

STATE OF ALABAMA)
SHELBY COUNTY)


20131216000480010 1/5 \$26.50
Shelby Cnty Judge of Probate, AL
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A 500.00

DECLARATION OF PARKING EASEMENT

This Declaration of Parking Easement (this "**Declaration**") is made as of the 10th day of December, 2013, by **MLCFC 2006-4 SOUTHLAKE OFFICE, LLC**, an Alabama limited liability company ("**Declarant**") for the purposes hereinafter set forth.

RECITALS:

A. Declarant is the owner and record title holder of that certain real property, legally described as **Lot 1-A** and **Lot 2-A** according to the Resurvey of Lots 2, 4, and 5, Medplex, as recorded in Map Book 15, Page 20, in the Office of the Judge of Probate in Shelby County, Alabama, as more particularly described on **Exhibit A** attached hereto and made a part hereof (Lot 1-A and Lot 2-A sometimes referred to herein collectively as the "**Lots**").

B. Declarant desires to declare a parking easement and parking license burdening Lot 1-A for the benefit of and appurtenant to Lot 2-A inside the boundaries of the Lots for the purpose of providing appropriate parking across the Lots.

C. Declarant anticipates that the ownership of the Lots may in the future be titled in different parties and therefore desires to document the parking easement and the perpetual nature thereof for the non-exclusive use of the future owner of Lot 2-A (the "**Lot 2-A Owner**"), its tenants, sub-tenants, licensees and invitees, as described hereinbelow, and the respective successors and assigns of each such Declarant.

GRANT OF EASEMENTS

1. Parking Easement. Declarant does hereby declare, establish, grant, bargain, sell and create a perpetual, non-exclusive easement and license (the "**Parking Easement**") appurtenant to, on, over, across and through the parking spaces or portions thereof located on the common boundary line between the Lots (the "**Parking Easement Area**") for parking for the benefit of the Lot 2-A Owner, its successors, assigns, transferees, licensees, invitees, employees, and agents, as shown on **Exhibit B** attached hereto and made a part hereof. The easement granted herein over, through, in or upon the Parking Easement Area shall include a right of pedestrian and vehicular entry, access, ingress and egress over and across the Parking Easement Area.

2. Parking License. Declarant does hereby declare, establish, grant, bargain, sell and create a non-exclusive license (the "**Parking License**") appurtenant to, on, over, across and through the fifteen (15) parking spaces on Lot 1-A as shown on **Exhibit B** attached hereto and made a part hereof (the "**Overflow Parking License Area**") for parking for the benefit of Southlake Orthopedics Sports Medicine & Spine Center, P.C. or a medical practice entity containing member(s) who have a membership interest in Southlake Properties, LLC for so long as Southlake Properties, LLC owns Lot 2-A (collectively, "**Tenant**"), its licensees, invitees,

employees, and agents for so long as the Tenant is open and operating from Lot 2-A. The license granted herein over, through, in or upon the Overflow Parking License Area shall include a right of pedestrian and vehicular entry, access, ingress and egress over and across the Overflow Parking License Area.

3. **Survival of Easement.** The Parking Easement is and shall be an easement running with the land and shall constitute a permanent burden on Lot 1-A, burdened by same as defined herein, for the use and benefit of Lot 2-A, and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, licensees, invitees, employees, personal representatives, heirs, successors and assigns. The Parking License is and shall be a license running with the land and shall constitute a burden on Lot 1-A, burdened by same as defined herein, for the use and benefit of the Tenant its licensees, invitees, employees, and agents for so long as the Tenant is open and operating from Lot 2-A.

4. **No Obstructions to Parking Easement Area or Overflow Parking License Area.** The parking spaces lying within the Parking Easement Area and Overflow Parking License Area shall at all times be free and unobstructed and available for use by the Lot 2-A owner, its respective tenants, sub-tenants, employees, guests, licensees and invitees.

5. **Maintenance of Parking Easement Area and Overflow Parking License Area.** The Lot 2-A Owner, at its own expense, shall be responsible for the maintenance, upkeep and repair of the parking spaces and other improvements upon the Parking Easement Area and Overflow Parking License Area. The owners burdened and benefited by the Parking Easement shall cooperate in good faith to determine when the parking spaces and other improvements within the Parking Easement Area and Overflow Parking License Area need to be repaired and shall work together to make decisions relating to work, obtaining bids, and the like; provided, however, in no event shall there be any material changes or modifications to the grade of the Parking Easement Area or Overflow Parking License Area, or any material changes to the grade of the Lots.

6. **Reservation.** This instrument is not intended to and does not dedicate any portion of the Parking Easement or Parking License to the general public or create any rights in favor of the general public.

7. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof.

8. **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Alabama. Jurisdiction shall be had only in a state or federal court sitting in Shelby County, Alabama.

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IN WITNESS WHEREOF, the undersigned caused this Declaration to be executed effective as of the day and year first above written.

DECLARANT:

MLCFC 2006-4 SOUTHLAKE OFFICE, LLC

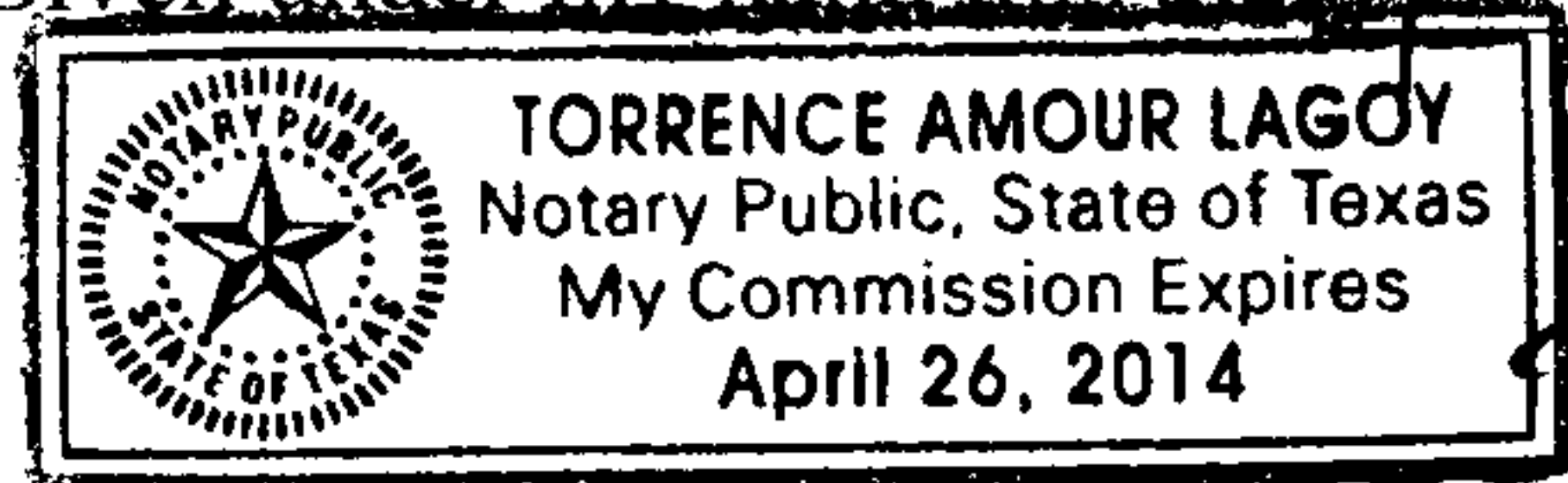
By: C-III ASSET MANAGEMENT, LLC
Its: Manager

By: 
Dan Littauer
Servicing Officer

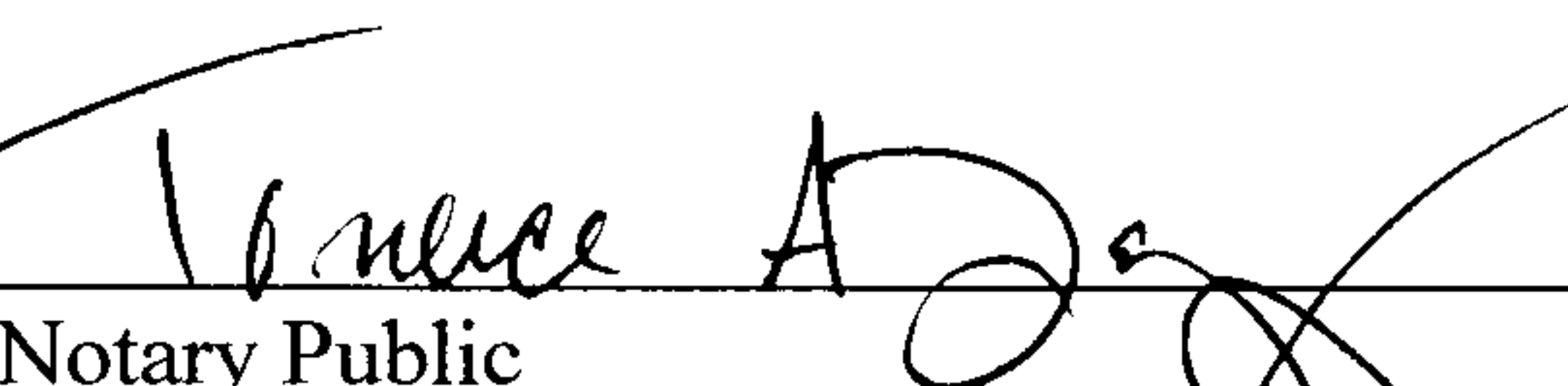
STATE OF TEXAS)
)
DALLAS COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Dan Littauer**, whose name as Servicing Officer of C-III ASSET MANAGEMENT, LLC, manager of MLCFC 2006-4 SOUTHLAKE OFFICE, LLC, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such Servicing Officer executed the same voluntarily and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 9th day of December ____, 2013.



[NOTARIAL SEAL]


Notary Public
My Commission Expires: 04-26-2014


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EXHIBIT A

Parcel I:

Lot 1-A, according to the Resurvey of Lots 2, 4, and 5, Medplex, as recorded in Map Book 15, Page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with beneficial rights granted in those certain easements and other instruments recorded in Real Book 153, Page 395; Real Book 155, Page 944; Real Book 154, Page 735; Real Book 170, Page 303; and Map Book 15, Page 20 in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 2-A, according to the Resurvey of Lots 2, 4, and 5, Medplex, as recorded in Map Book 15, Page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with beneficial rights granted in those certain easements and other instruments recorded in Real Book 153, Page 395; Real Book 155, Page 944; Real Book 154, Page 735; Real Book 170, Page 303; and Map Book 15, Page 20 in the Probate Office of Shelby County, Alabama.



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