


STATE OF ALABAMA)
COUNTY OF SHELBY)


20150120000020650 1/5 \$26.50
Shelby Cnty Judge of Probate, AL
01/20/2015 03:11:07 PM FILED/CERT

EASEMENT

This easement made and entered into this 30th day of December, 2014, by and between **Chelsea Park Holding, LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantor and Developer") and **Chelsea Park Residential Association, Inc.**, an Alabama Non-Profit Corporation (hereinafter referred to as the "Association"), and **Elizabeth Morris Thompson and Tommy Cecil Thompson**, (hereinafter referred to as "Grantee"):

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 fencing and landscaping and any associated lawn sprinkler or irrigation on the following described land, situated in Shelby County, Alabama:

An exclusive easement over the following described property:

BEGIN AT THE NORTHERNMOST CORNER OF LOT 11-10 ACCORDING TO THE SURVEY OF CHELSEA PARK 11TH SECTOR AS RECORDED IN MAP BOOK 37, PAGE 95 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 57° 09' 00" WEST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 11-10 FOR 70.70 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 11-10; THENCE RUN NORTH 35°30'57" WEST FOR 50.00 FEET; THENCE RUN NORTH 57°09'00" EAST FOR 75.35 FEET; THENCE RUN SOUTH 30°11'03" EAST FOR 50.00 FEET TO THE POINT OF BEGINNING HEREIN DESCRIBED; SAID EASEMENT CONTAINING 3,647.21 SQUARE FEET

a diagram of which is attached hereto and made a part hereof, for ingress, egress and utilities for the installation, construction and maintenance of 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 fencing and landscaping and any associated lawn sprinkler and irrigation.

TO HAVE AND TO HOLD, unto the said Elizabeth Morris Thompson and Tommy Cecil Thompson, their heirs, successors and assigns, forever, subject to the following terms and conditions:

Shelby County, AL 01/20/2015
State of Alabama
Deed Tax: \$.50

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, their respective successors and assigns.

2. The Grantee herein, Elizabeth Morris Thompson and Tommy Cecil Thompson, their heirs, successors and assigns shall have the sole responsibility for maintaining the 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 Holding, LLC, by its Managing Member, Douglas D. Eddleman, has caused this easement to be executed this the 30th day of December, 2014.

Chelsea Park Holding, LLC
A Delaware limited liability company

BY:


Douglas D. Eddleman
Its Managing Member

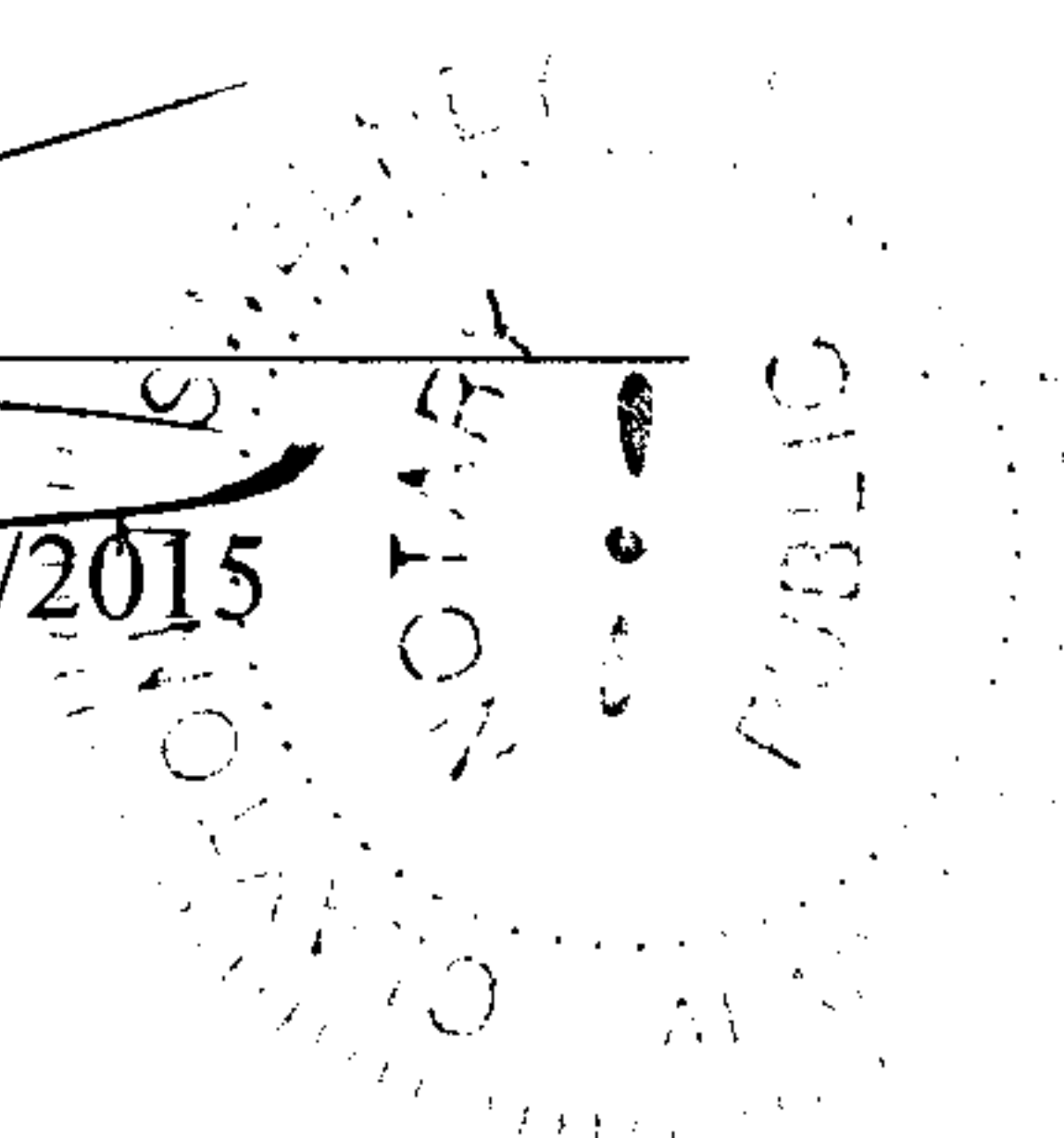

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STATE OF ALABAMA)
JEFFERSON COUNTY)

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 Chelsea Park Holding, LLC, a Delaware 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 Managing 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 30th day of December, 2014.


Notary Public
My Commission Expires: 6/5/2015



Elizabeth Morris Thompson and Tommy Cecil Thompson, the Grantees herein and being the Owners of Lot 11-10, 2nd Amended Map of The Village at Highland Lakes, Sector One, Map Book 38, Page 24 A-E, Shelby County, Alabama, executes this Easement to acknowledge and accept the terms and conditions of this hereinabove Easement for itself, its successors and assigns.

By: *Elizabeth Morris Thompson*
Elizabeth Morris Thompson

By: *Tommy Cecil Thompson by Elizabeth Morris Thompson*
Tommy Cecil Thompson


Tommy Cecil Thompson by
Elizabeth Morris Thompson Attorney-in-Fact

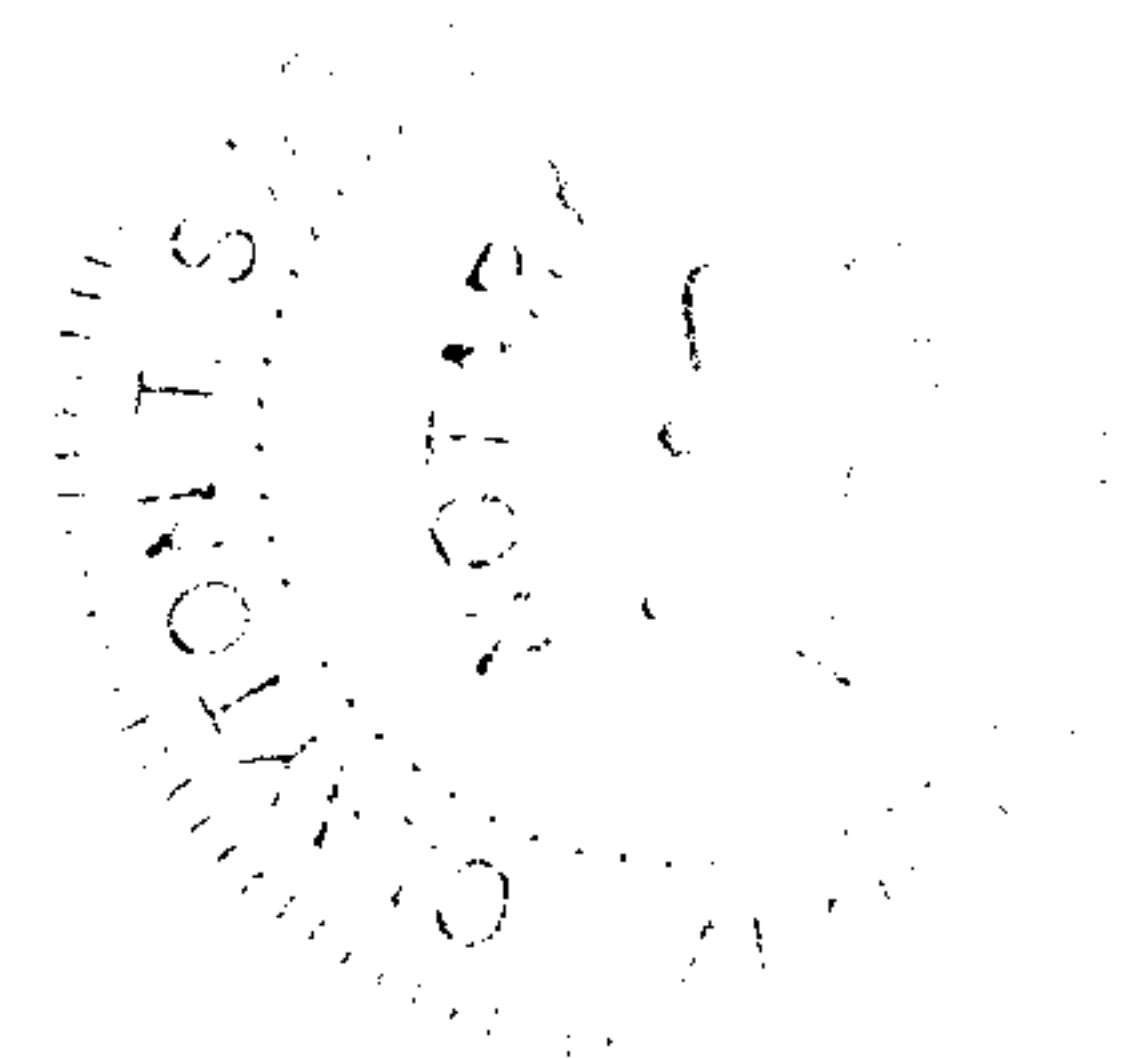
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Elizabeth Morris Thompson and husband, Tommy Cecil Thompson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 30th day of December, 2014.

[Signature]
Notary Public
My Commission Expires: 6/5/2015

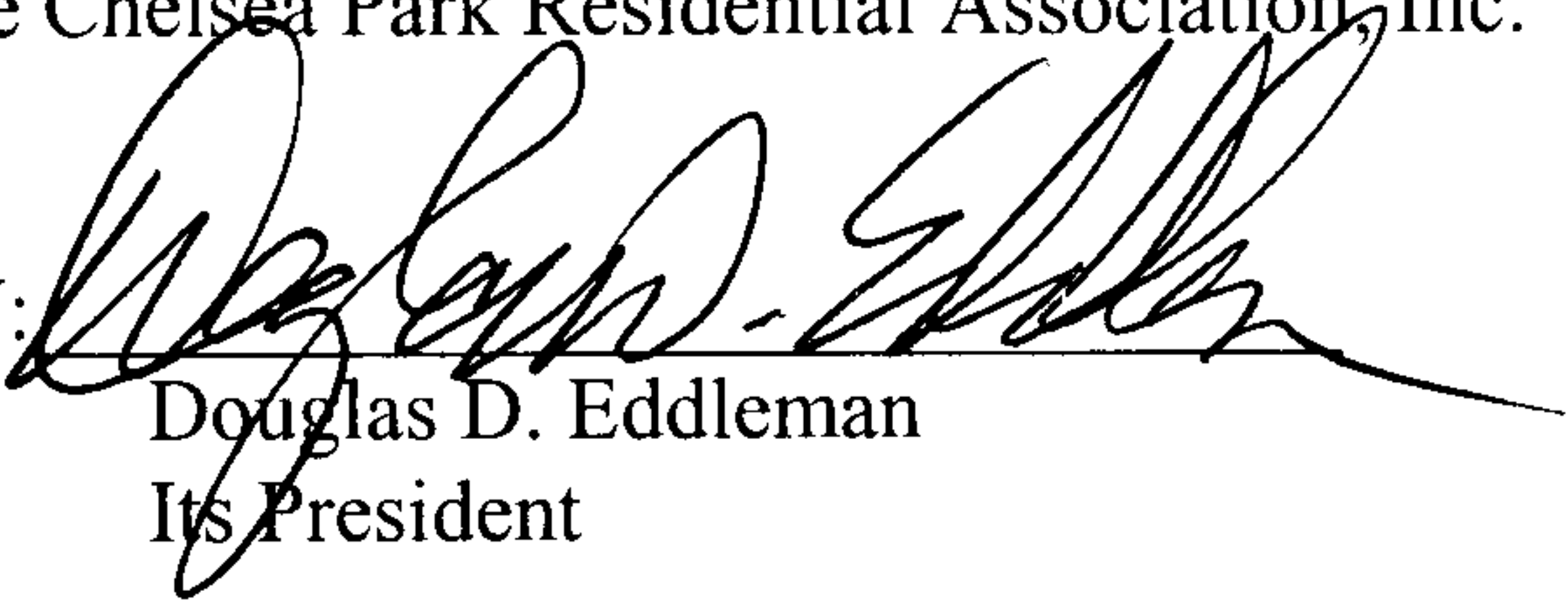

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The Chelsea Park Residential Association, Inc executes this easement only to acknowledge and consent to all terms, conditions, restrictions and conditions contained hereinabove and to convey any interest it may have in said property. The Chelsea Park 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.

The 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 The 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 30th day of December, 2014.

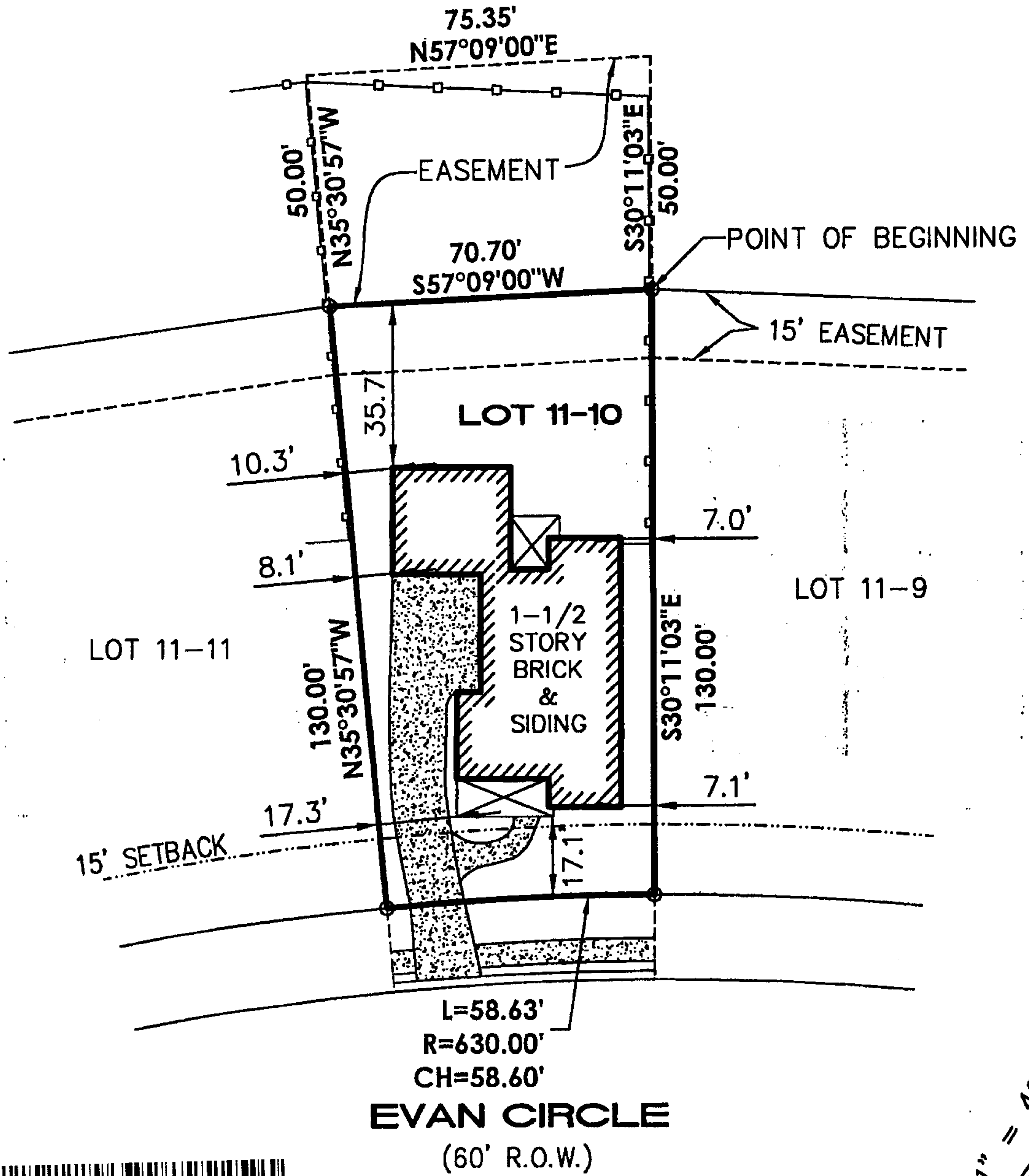

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Notary Public
My Commission Expires: 6/5/2015

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

EXHIBIT

COMMON AREA



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SCALE: 1" = 40'