

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT

This easement made and entered into this 18th day of September, 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 **Kevin Hancock and Christina H. Hancock**, (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 11-11 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 51° 49' 06" WEST ALONG THE BOUNDARY OF SAID LOT 11-11 FOR 70.70 TO THE NORTHWESTERLY CORNER OF SAID LOT 11-11; THENCE RUN NORTH 40°50'51" WEST FOR 50.00 FEET; THENCE RUN NORTH 51°49'06" EAST FOR 75.35 FEET; THENCE RUN SOUTH 35°30'57" EAST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; SAID EASEMENT CONTAINING 3651.25 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 Kevin Hancock and Christina H. Hancock, their heirs, successors and assigns, forever, subject to the following terms and conditions:

Shelby County, AL 03/17/2015
State of Alabama
Deed Tax: \$1.00

20150317000082710 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/17/2015 11:19:46 AM FILED/CERT

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, Kevin Hancock and Christina H. Hancock, 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 18th day of September, 2014.

Chelsea Park Holding, LLC
A Delaware limited liability company


BY:

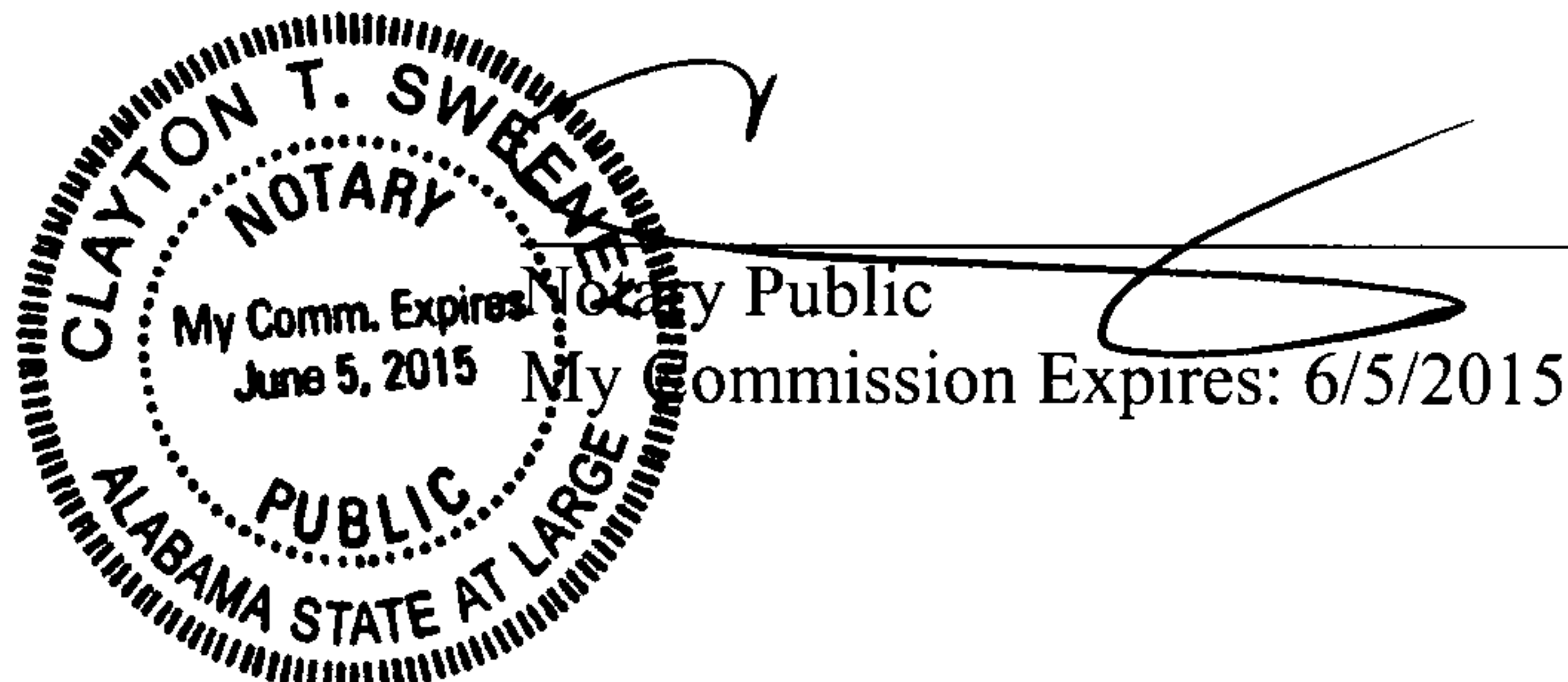

Douglas D. Eddleman
Its Managing Member

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 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 18th day of September, 2014.


20150317000082710 2/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/17/2015 11:19:46 AM 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.

The Chelsea Park Residential Association, Inc.

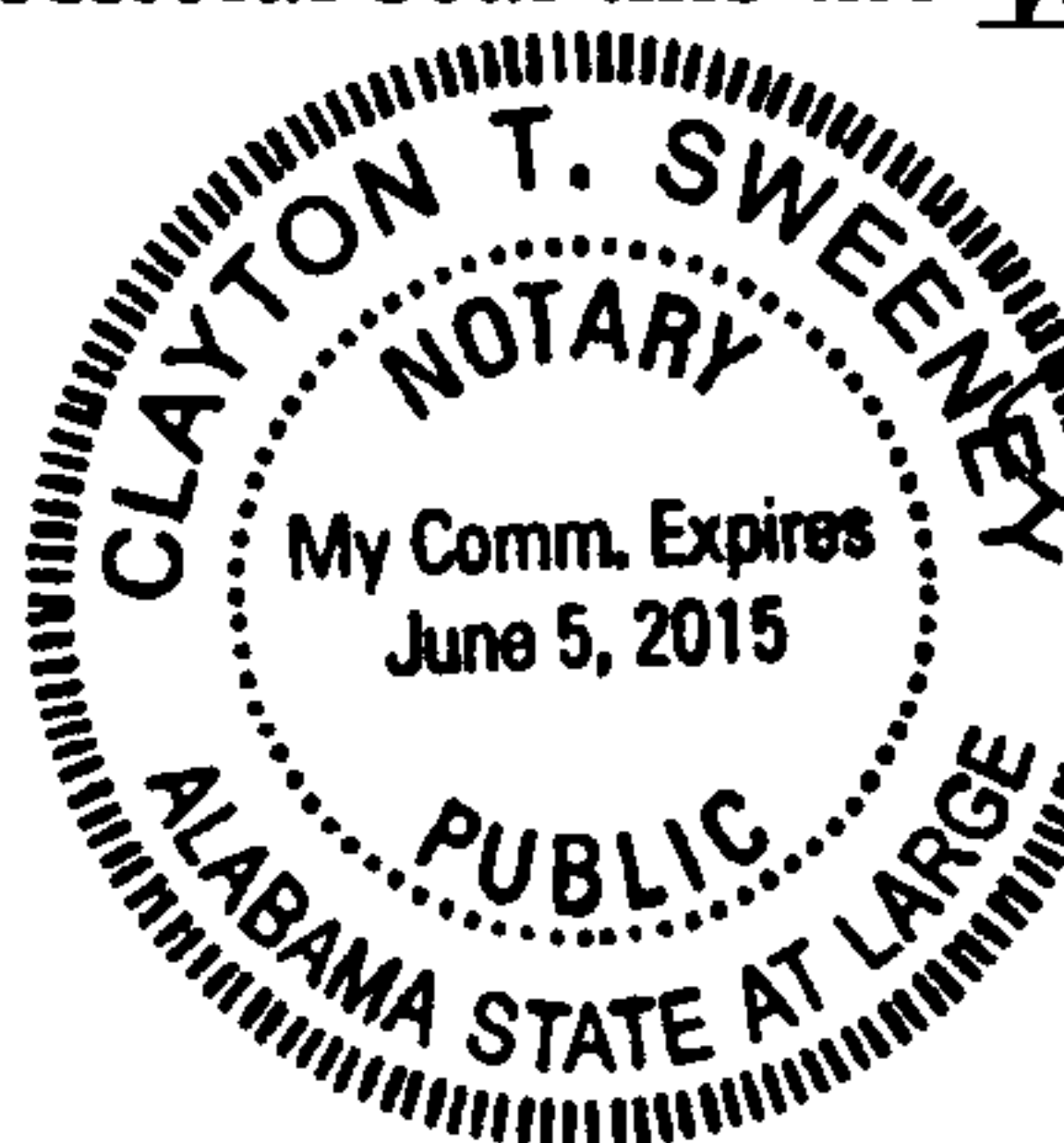
BY: 

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 18th day of September, 2014.




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


20150317000082710 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/17/2015 11:19:46 AM FILED/CERT

Kevin Hancock and Christina H. Hancock, the Grantees herein and being the Owners of Lot 11-11, 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: _____

Kevin Hancock

By: _____

Christina H. Hancock

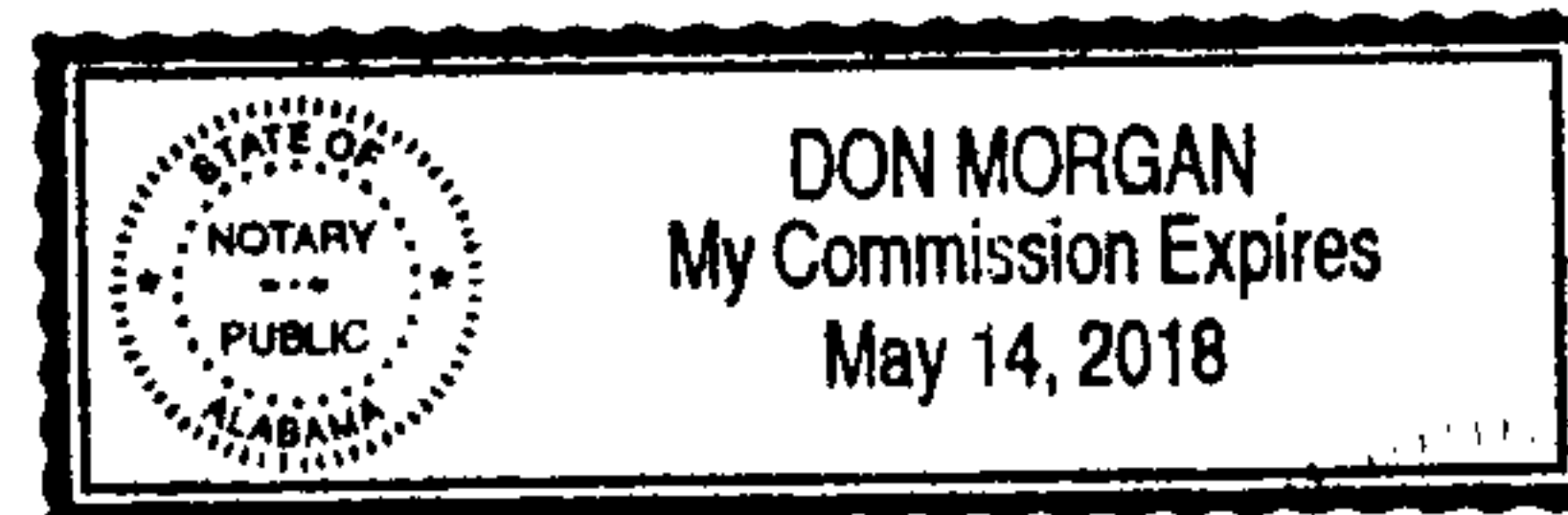
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Kevin Hancock and wife, Christina H. Hancock, 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.

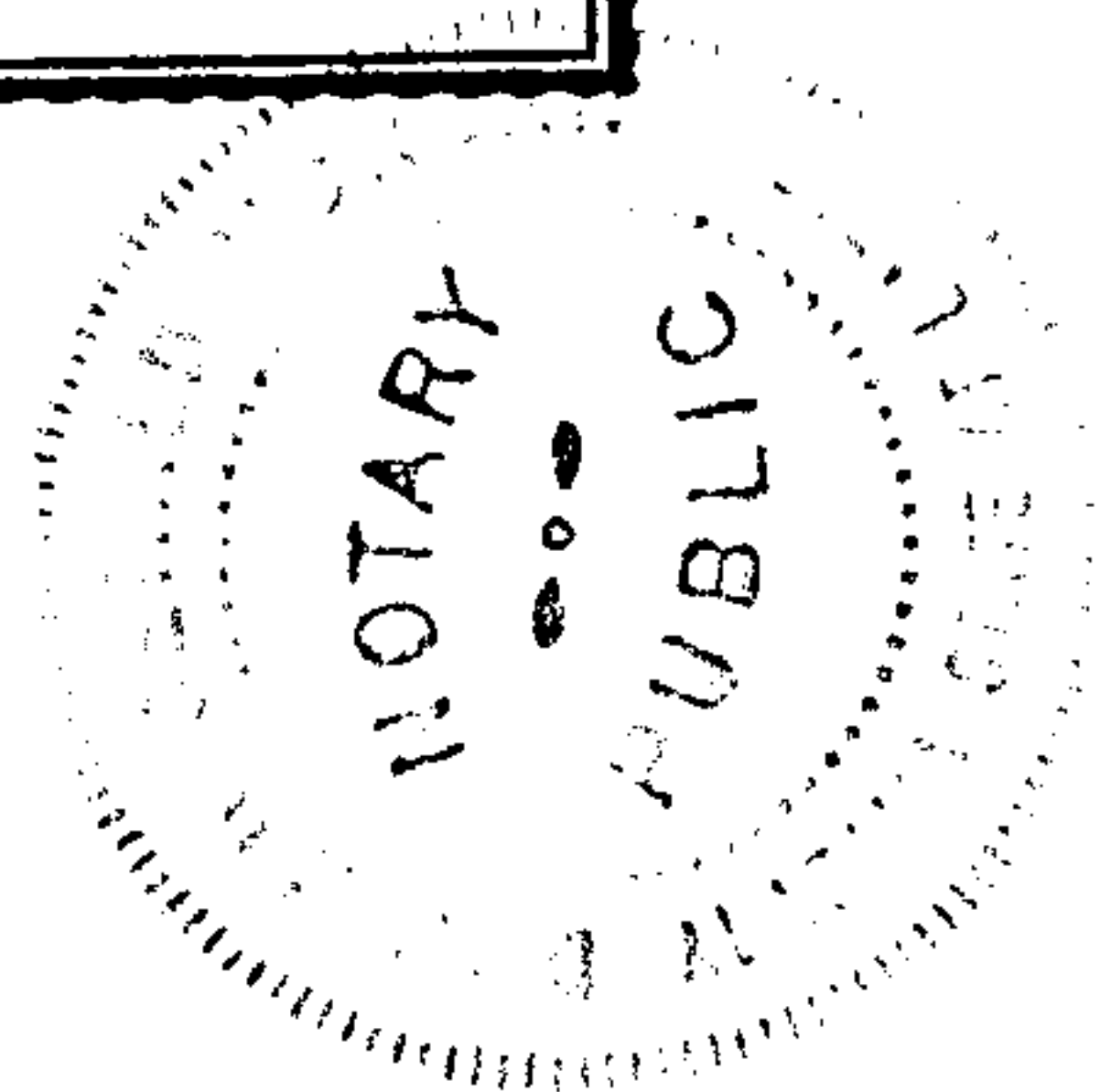
Given under my hand and official seal of office this the 18th day of September, 2014.

Donald Donald Morgan
Notary Public

My Commission Expires: ~~6/5/2015~~ 0m

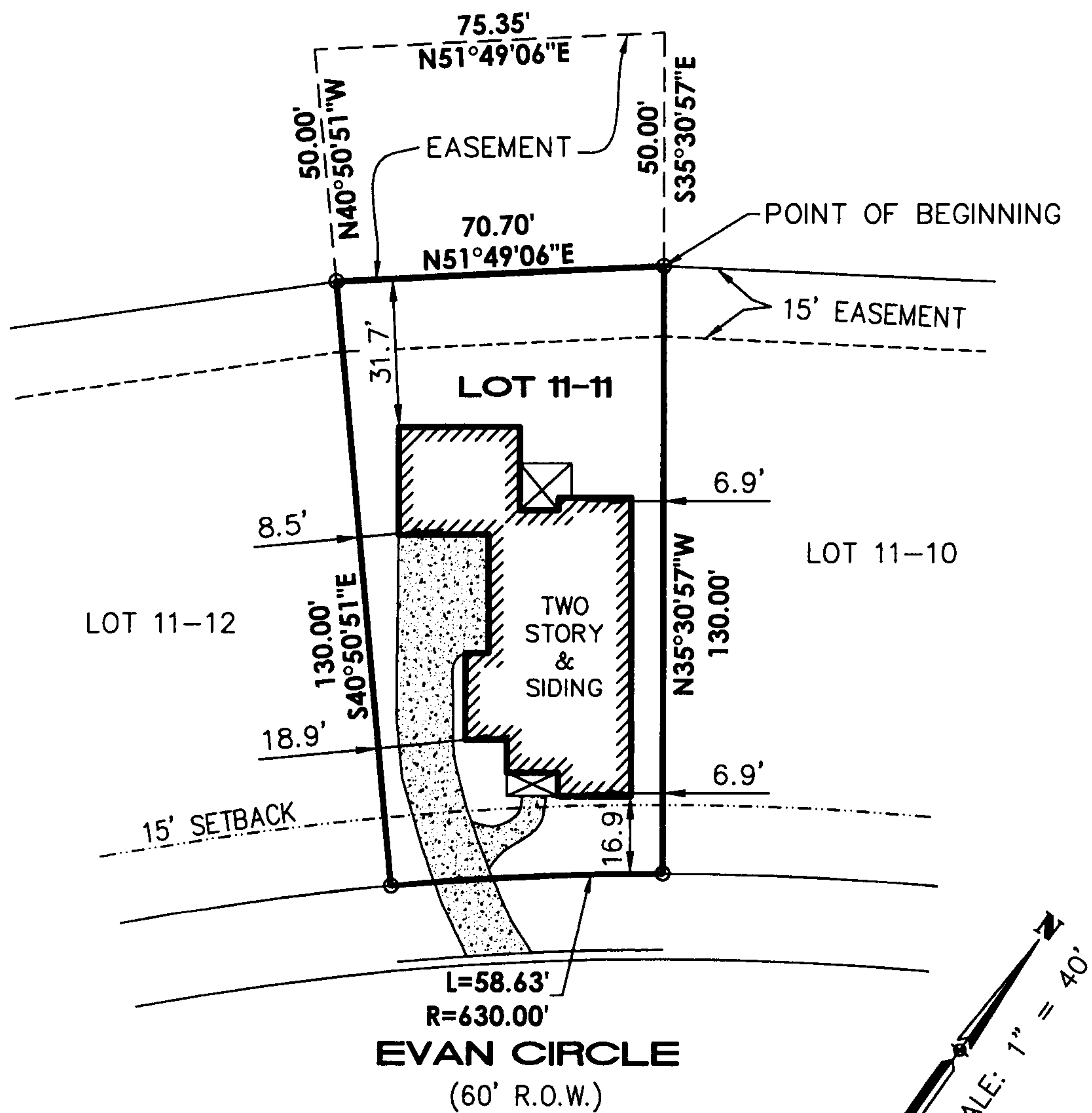


20150317000082710 4/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/17/2015 11:19:46 AM FILED/CERT



EXHIBIT

COMMON AREA



20150317000082710 5/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/17/2015 11:19:46 AM FILED/CERT