

**THIS INSTRUMENT PREPARED BY:**

**John A. Howard, Jr., Esq.  
5529 Carmichael Road  
Montgomery, Alabama 36117**

**SUPPLEMENTAL DECLARATION OF COVENANTS AND EASEMENTS**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND EASEMENTS (the "Declaration") is made and entered into as of the 14th day of October, 2015 (the "Effective Date"), by Edwin B. Lumpkin, Jr. d/b/a Lumpkin Development ("Landlord"), and Premier Holdings, LLC, an Alabama limited liability company ("Tenant").

**WITNESSETH:**


WHEREAS, Landlord owns certain real property located in Calera, Alabama described on Exhibit A (the "Landlord's Property"); and

WHEREAS, Landlord has leased the property located in Calera, Alabama described on Exhibit B to Tenant (the "Tenant's Property") for the construction and operation of a Burger King restaurant; and

WHEREAS, Landlord desires to establish the covenants and easements set forth in this Declaration upon said lots.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant covenants and agrees as follows:

1. Landlord hereby conveys to the Tenant, its successors and assigns, non-exclusive perpetual easements for ingress and egress (except that no tractor trailers making deliveries to Tenant's Property shall be permitted to use Landlord's Property except on designated access roads) across the common areas of Landlord's Property, utility lines and related facilities, storm water drainage, surface drainage and slope over, under and upon the Landlord's Property in favor of Tenant's Property as reasonably needed to serve Tenant's Property and as set forth in that certain Declaration of Easements, Covenants, and Restrictions dated May 7, 2012 and recorded as Instrument 20120515000172980, such easements to be appurtenant to Tenant's Property and run with the land.
2. Tenant, its successors and assigns, shall have a non-exclusive parking easement to park up to five (5) employee vehicles on Landlord's Property. No vehicle shall remain parked on Landlord's Property for more than 24 consecutive hours.
3. Tenant shall have a temporary construction easement over a reasonable area of Landlord's Property immediately adjacent to Tenant's Property to facilitate the construction of its building on Tenant's Property. Tenant shall hold Landlord harmless from any and all damages associated with the use of this temporary construction easement. This temporary construction easement shall expire on the Rent Commencement Date.

  
20151106000387000 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
11/06/2015 10:33:08 AM FILED/CERT

IN WITNESS WHEREOF, the Landlord has caused this Declaration to be executed upon the date first above written.

LANDLORD:



Edwin B. Lumpkin, Jr. d/b/a Lumpkin Development

STATE OF ALABAMA )

:

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Edwin B. Lumpkin, Jr. d/b/a Lumpkin Development, whose name 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 executed the same voluntarily on the date of this notary acknowledgement.


Given under my hand this the 14 day of September ~~OCTOBER~~ 2015.

(SEAL)

Notary Public



My Commission Expires: 01/23/13

  
20151106000387000 2/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
11/06/2015 10:33:08 AM FILED/CERT

IN WITNESS WHEREOF, the Tenant has caused this Declaration to be executed, by its duly authorized Manager, upon the date first above written.

TENANT:

Premier Holdings, LLC, an Alabama limited liability company

By: \_\_\_\_\_  
Manraj "Patrick" Sidhu  
Its: Manager

STATE OF ALABAMA )

COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Manraj "Patrick" Sidhu, whose name as Manager of Premier Holdings, 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 instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company on the date of this notary acknowledgement.

Given under my hand this the 16<sup>th</sup> day of ~~September~~ October ~~October~~ 2015.

(SEAL)

Notary Public

My Commission Expires:

**MY COMMISSION EXPIRES FEBRUARY 24, 2016**

20151106000387000 3/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
11/06/2015 10:33:08 AM FILED/CERT

**Exhibit "A"**

**LANDLORD'S PROPERTY**

**Lot 6-A, according to the Survey of Resurvey of Lot 6 Calera Business Park West, as recorded in Map Book 41 Page 1, of the Office of Judge of Probate of Shelby County, Alabama**



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Shelby Cnty Judge of Probate, AL  
11/06/2015 10:33:08 AM FILED/CERT

**Exhibit "B"**

**TENANT'S PROPERTY**

**Lot 6-C, according to the Survey of Resurvey of Lot 6 Calera Business Park West, as recorded in Map Book 41 Page 1, of the Office of Judge of Probate of Shelby County, Alabama**

