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This Instrument Prepared By:
Lindsay Whitworth
Maynard, Cooper & Gale, P.C.
1901 Sixth Ave. N. Suite 2400
205-254-1021

STATE OF ALABAMA
COUNTY OF SHELBY

AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS (this "Declaration") is made and entered into as of the 18th day of April, 2017, by **Alalanding I, LLC**, an Alabama limited liability company ("Alalanding") amends, restated and supersedes in its entirety that certain Declaration of Reciprocal Easements made by Alalanding, dated as of April 3, 2017 and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") as Instrument No. 20170404000112470.

Recitals:

WHEREAS, Alalanding is the owner of that certain parcel of real property located in Shelby County, Alabama (the "County") and more particularly described on Exhibit "A" attached hereto (the "Parcels").

WHEREAS, Alalanding has determined that it is necessary and appropriate to create, grant and reserve certain easements and rights over and across the Parcels for the use and benefit of (i) the owners of the Parcels, their respective successors and assigns (all of which persons are hereafter referred to as the "Owners") and (ii) their agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors and tenants (all of which persons are hereinafter referred to as the "Permittees").

NOW, THEREFORE, Declarant hereby declares that the Parcels shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following covenants, easements, rights and restrictions:

1. **Recitals.** The foregoing recital clauses are true and correct in all respects and form an integral part of this Declaration, the same as if they were set forth in the numbered paragraphs hereof.

2. **Grant of Reciprocal Easements.** Alalanding hereby creates, declares and imposes on the Parcels the following easements over the following described areas of the Parcels:

- a. **Access Easements.** Non-exclusive easements for access across existing and future drives, roads, walkways and sidewalks located on the Parcels for the purpose of ingress, egress and access between the Parcels and over, across, to and from any and all public roads and private streets and roads now or hereafter adjacent to or serving the Parcels "Access Easements"); provided, however, each Owner may change the same so long as such Owner maintains uninterrupted and free access to the public or private roads serving the Parcels;
- b. **Utility Easements.** Non-exclusive easements for the use, construction, installation, operation, maintenance, repair, replacement, removal and access to

existing and future utility lines or systems, including, but not limited to domestic and fire water lines, serving the Parcels; provided, however that the location of any future utilities, cables, lines, pipes or other conduits shall be in the area of the Access Easements and acceptable to the Owner of the burdened Parcel in its reasonable judgment.

- c. **Parking Easements.** Non-exclusive easements for the use of existing and future parking lots and other parking areas serving the Parcels depicted on the site plan attached hereto as Exhibit "B" ("Parking Easements").
- d. **Temporary Construction Easement.** To the extent necessary to allow an Owner to fully utilize, construct, install, operate, maintain, repair, replace and remove utility lines or systems within the Utility Easements, non-exclusive, temporary construction easements across the Parcels to construct, install, maintain, repair, replace and remove such utility lines or systems. Notwithstanding the foregoing, each Owner shall use its best efforts to minimize the area on the other Owners' Parcel(s) used for construction purposes and to minimize disruption to the other Owners' use of its Parcel during construction.

3. **Dumpster Easement.** Alalanding hereby grants to the Owner of Lot 2 a non-exclusive easement on, over and across the area depicted on Exhibit "B" (the "Dumpster Pad") for the purpose of installing, maintaining, repairing, replacing, operating, and utilizing pad for a dumpster serving such parcel. The Owner of Lot 2 shall keep the Dumpster Pad and related improvements (including, but not limited to, any fencing) in a good, clean, safe and sanitary condition.

4. **Unimpeded Access.** No barricade or other divider will be constructed between the Parcels that will prohibit or discourage ingress, egress or access to, from or between the Parcels and to the public or private roads and parking facilities serving the Parcels; provided, however, that the Owners shall have the right to erect barriers temporarily to avoid the possibility of dedicating any easement areas located on their respective Parcels for public use or creating prescriptive rights therein.

5. **Use of Reciprocal Easements.** The use of all easements created by this Declaration will, in each instance, be non-exclusive and for the reasonable private use and benefit only of the Owners and their Permittees. No use by the Owners and Permittees of the benefited Parcel shall over-burden the burdened Parcel, and no use shall be construed as vesting in the public or any third party any prescriptive rights in or to any easement areas.

6. **Indemnities.** Each Owner shall indemnify and hold the other Owner and its Permittees harmless respecting any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever brought or asserted by any third person whomsoever, at law or in equity, arising in connection with such Owner's or its Permittees' use of the easements set forth herein or the default by such Owner of any of its obligations under this Declaration, which indemnity shall continue notwithstanding the expiration or earlier termination of this Declaration with respect to any act or occurrence preceding such expiration or termination, provided that such indemnity shall not extend to any action, cause of action, suit, debt, cost, expense, claim or demand against which any party is insured hereunder or which is caused by any grossly negligent act or omission or willful misconduct of such Owner.

7. **Liability Insurance.** Each Owner shall obtain and maintain in full force with respect to their Parcel commercial general liability insurance, with contractual liability broad form general liability endorsement, insuring each Owner against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on their

respective Parcels, or arising out of the condition, use, or occupancy of their respective Parcels, or in any way occasioned by or arising out of the activities of either party and their Permittees. The limits of such policy or policies shall be in amounts not less than \$2,000,000.00 in the aggregate (with products and completed operations coverage in the amount of \$2,000,000.00, \$1,000,000.00 per occurrence coverage and \$1,000,000.00 personal injury/advertising injury coverage).

8. **Easements Perpetual; Termination.** The terms of this Declaration and all easements established by this Declaration shall constitute covenants running with, and shall be appurtenant to, the land affected by this Declaration for the term hereof. All terms of this Declaration and all easements established by this Declaration shall inure to the benefit of and be binding upon the parties which have an interest in the benefited or burdened land and their respective successors and assigns in title. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

9. **Maintenance of Easement Areas.** Except as otherwise provided herein or to the extent that such areas might be operated by public authorities or utilities, each Owner shall maintain, at its expense, the Easement Areas located on such Owner's property.

10. **No Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public use or purpose whatsoever.

11. **Non-Waiver.** The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

12. **Binding Effect.** The terms of this Declaration shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of the Parcels, or any portion thereof.

13. **Headings.** The headings in this Declaration are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or any provision hereof.

14. **Terminology.** Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

15. **Severability.** Invalidity of any of the provisions contained in this Declaration shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Declaration shall remain in full force and effect.

16. **Applicable Law.** It is expressly understood and agreed that this Declaration and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, Alalanding has caused this Declaration to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

ALALANDING:

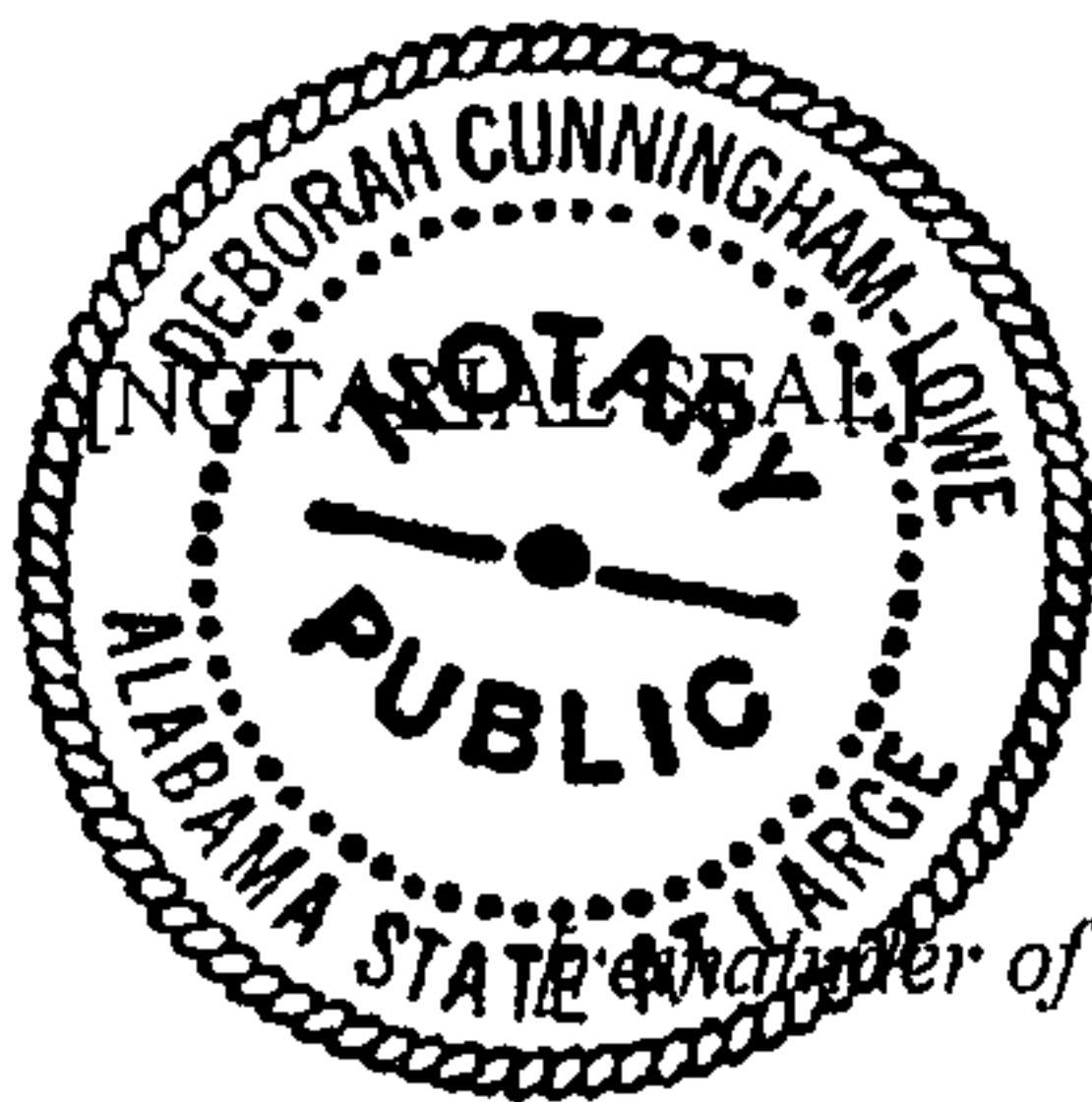
Alalanding I, LLC, an Alabama limited liability company

By: [Signature]
Name: DAVID R. WILLIAMS
Its: MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF ~~SHELBY~~)
Jefferson

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAVID R. WILLIAMS whose name as MANAGING MEMBER of Alalanding I, 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 said instrument, he, as such Authorized Representative 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 this 18 day of APRIL, 2017.



Notary Public [Signature]

My commission expires: 10-15-17

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CONSENT AND JOINDER.

Regions Bank, an Alabama banking corporation, as the mortgagee of the Property, pursuant to that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated November 20, 2015, and recorded in the Probate Office as Instrument No. 20151125000406310 (the "Regions Mortgage"), hereby joins in this Declaration in order to consent to the terms and provisions hereof and to subordinate the Regions Mortgage to the lien and effect of this instrument.

REGIONS BANK

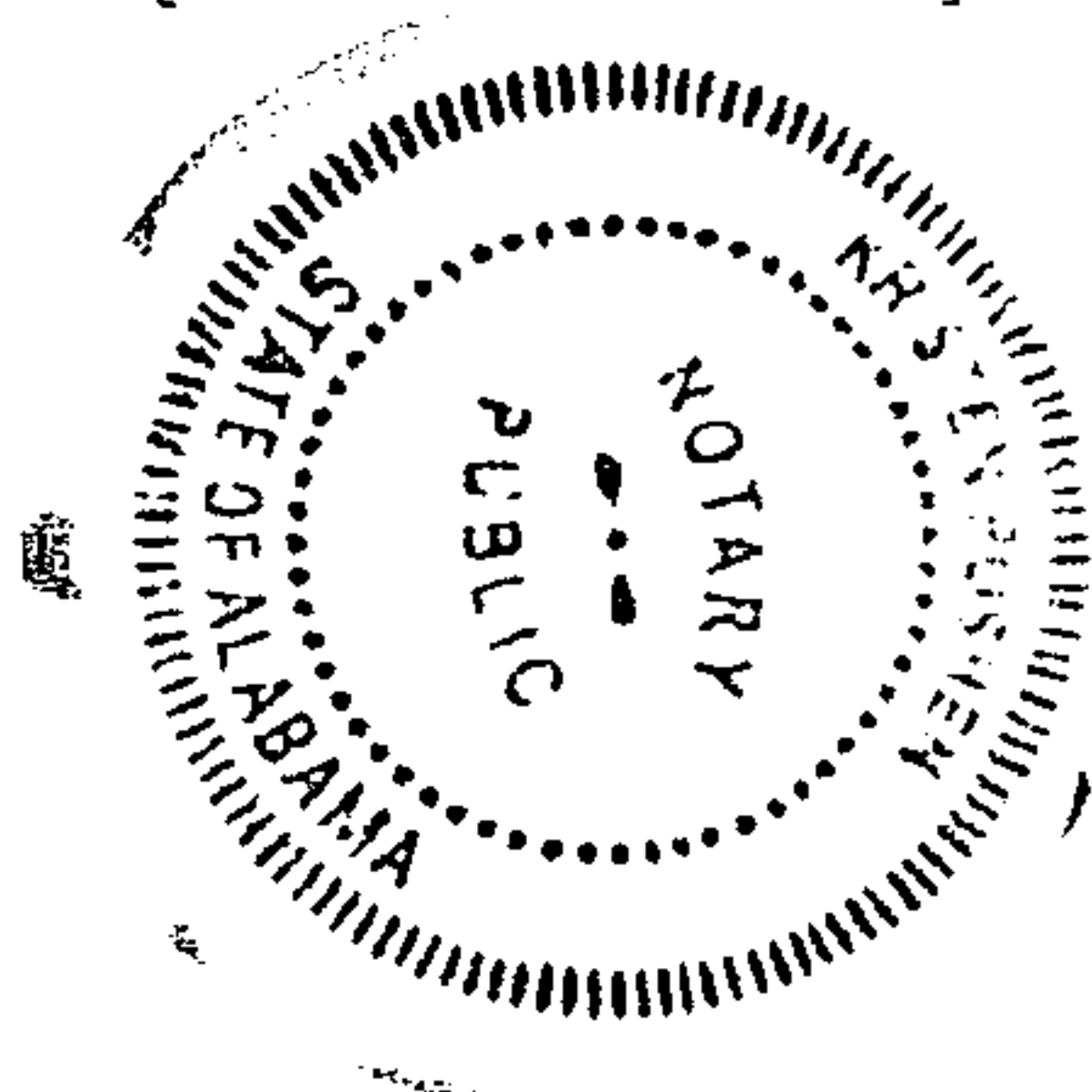
By: [Signature]
Name: Todd Harris
Its: VP

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Todd Harris, whose name as VP of Regions Bank, an Alabama banking 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 said instrument, he, as such Authorized Representative 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 this 18th day of April, 2017.
[Signature]

[NOTARIAL SEAL]



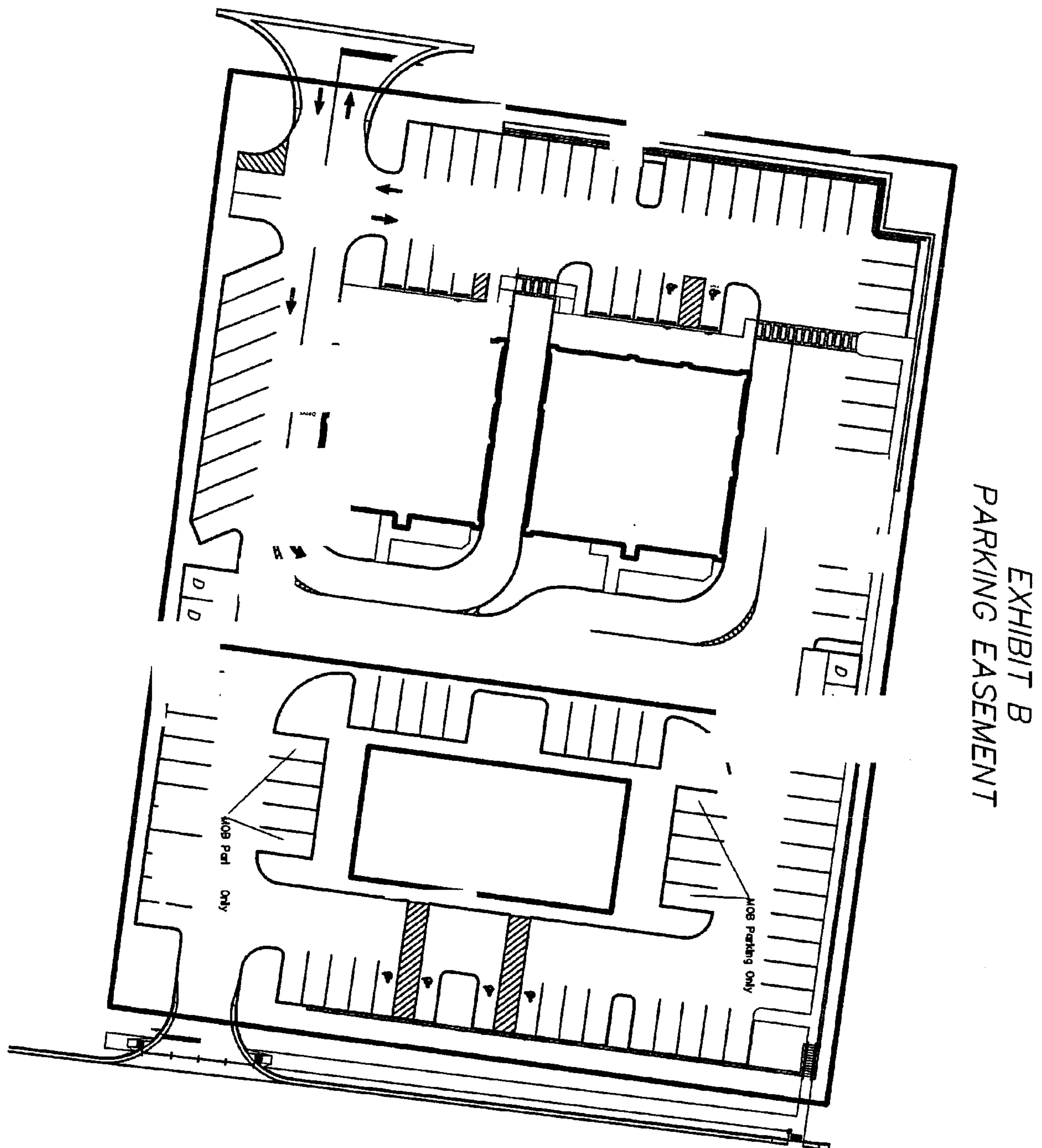
Notary Public
My commission expires:

MY COMMISSION EXPIRES:
November 14, 2019

Exhibit A
Description of Alalading Property

Lots 1 and 2 according to the Alabaster Landing Subdivision Final Plat as recorded in Map Book 47, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama.

Exhibit B
Depiction of Parking Easements



James W. Fuhrmeister