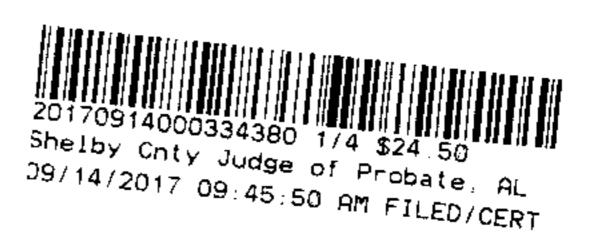
STATE OF ALABAMA) COUNTY OF SHELBY)



EASEMENT

This easement made and entered into this 30 day of August, 2017, by and between Chelsea Park Holding, LLC, an Delaware limited liability company (hereinafter referred to as the "Grantor and Developer") and Chelsea Park Residential Association, Inc., an Alabama company (hereinafter referred to as the "Association"), and Stone Martin Building, LLC, an Alabama limited liability company, (hereinafter referred to as "Grantee"):

WITNESSETH:

50000

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:

See Exhibit "A" for legal description of easement, a copy 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 Stone Martin Building, LLC, an Alabama limited liability company, its successors and assigns, forever, subject to the following terms and conditions:

- 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, Stone Martin Building, LLC, an Alabama limited liability company, its successors and assigns shall have the sole responsibility for maintaining any 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 <u>30</u> day of August. 2017

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 day of August. 2017.

Notary Public

My Commission Expires: 6-2-2019

My Comm. Expires June 2, 2019

MA STATE A

20170914000334380 2/4 \$24 50 Shelby Cnty Judge of Probate: AL 39/14/2017 09.45.50 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. 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.

Chelsea Residential Association, Inc.

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 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 August, 2017.

Notary Public

My Commission Expires:

My Comm. Expires

This instrument prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223

> 20170914000334380 3/4 \$24.50 Shelby Cnty Judge of Probate: AL 09/14/2017 09:45:50 AM FILED/CERT

A 7 FOOT WIDE EXCLUSIVE EASEMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 WEST SHELBY COUNTY ALABAMA, SAID EASEMENT MORE ACCURATELY DESCRIBED AS FOLLOWS.

BEGIN AT THE SOUTHWEST CORNER OF LOT 4-15 ACCORDING TO THE MAP OF CHELSEA PARK 4TH SECTOR AS RECORDED IN MAP BOOK 34 PAGES 147A AND 147B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF CHELSEA PARK BEND; THENCE RUN NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 4-15 FOR 90.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4-15 THE TURN 90°00′00″ LEFT AND RUN WESTERLY FOR 7.00 FEET THENCE TURN 90°00′00″ LEFT AND RUN SOUTHERLY FOR 90.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHELSEA PARK BEND; THENCE TURN 90°00′00″ LEFT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 7.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED, SAID EASEMENT CONTAINING 630 SF.