

*This instrument prepared by
and return after recording to:
Charles A. J. Beavers, Jr.
Beavers Law, LLC
4301 Dolly Ridge Road
Birmingham, AL 35243*

20200207000052650
02/07/2020 03:42:14 PM
ESMTAROW 1/12

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS is made as of the 7 day of February, 2020, by Allison Morrow Stephens, as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541; Allison Morrow Stephens, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012; Gerard J. Kassouf, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012; and Allison Morrow Stephens, an unmarried woman (hereinafter referred to collectively as "Declarant").

WITNESSETH

Declarant is the owner of that certain real property (the "Cabin Parcel") situated in Shelby County, Alabama, and more particularly described on ***Exhibit A*** attached hereto.

Declarant is also the owner of those certain real properties (the "Commercial Parcels") situated in Shelby County, Alabama, which lie adjacent to and north of the Cabin Parcel, adjacent to and south of Alabama Highway #119, and adjacent to and west of the Bishop Tract as hereinafter defined.

Declarant is also the owner of that certain real property (the "Bishop Tract") situated in Shelby County, Alabama, and more particularly described on ***Exhibit B*** attached hereto.

Declarant is also the owner of that certain real property ("Lot 2AA") situated in Shelby County, Alabama, and more particularly described on ***Exhibit C*** attached hereto.

Declarant does hereby Establish, Create, and Declare the following:

1. 75-Foot No Disturb Buffer Easement. Declarant hereby establishes, creates, and declares an exclusive and perpetual 75-foot wide no disturb buffer easement (the "75-Foot No Disturb Buffer") in, under, over, across, through and upon that portion of the Commercial Properties which is described on ***Exhibit D*** attached hereto, for the exclusive use and benefit of the owners of the Cabin Parcel and their heirs and assigns. Declarant declares that (i) the making of any improvements of any nature and (ii) the cutting of any trees or other landscaping, within the 75-Foot No Disturb Buffer, without the prior consent of the owners of Lot 2AA (the "Lot

2AA Owners”) shall be prohibited. However, said restrictions on such improvements, cutting of trees or other landscaping within the 75-Foot No Disturb Buffer shall not include the performance of regular maintenance with respect to the upkeep of the landscaping, or the planting of trees and plants within the 75-Foot No Disturb Buffer, which are for the purpose of maintaining or enhancing the integrity and purpose of the 75-Foot No Disturb Buffer, and Declarant shall not be required to obtain the prior approval of the Lot 2AA Owners with respect thereto; however, in no event shall any trees within the 75-Foot No Disturb Buffer be cut unless the same are diseased, dead or dying.

2. Bishop Tract Access Easement. Declarant hereby establishes, creates, and declares an exclusive and perpetual 20-foot wide access easement (the “Bishop Tract Access Easement”) in, under, over, and across that portion of the Bishop Tract which is described on *Exhibit E* attached hereto, for the exclusive use and benefit of the owners of the Cabin Parcel and their heirs and assigns. The Bishop Tract Access Easement shall not be modified or amended without the prior written consent of the Lot 2AA Owners.

3. Run with Land. The foregoing easements are and shall be a covenant running with the land and shall inure to the benefit of and shall be exclusive to the owners of the Cabin Parcel, their heirs and assigns, and all future owners of the Cabin Parcel. Said easements shall constitute an obligation on said easement areas regardless of title or ownership thereof and regardless of any future changes which may take place therein.

4. Maintenance. The owners of the Cabin Parcel shall be responsible for the maintenance of the easement areas hereby established.

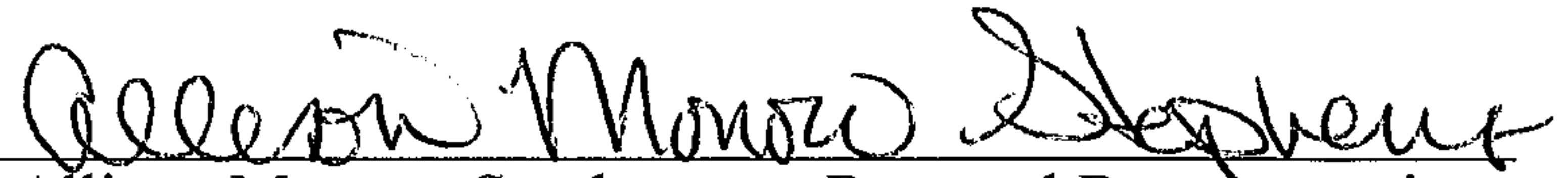
5. 75-Foot No Disturb Buffer Indemnification. The owners of the Cabin Parcel and their heirs and assigns shall indemnify, defend, and hold harmless the owners of the Commercial Properties from and against any and all claims, suits, judgments, or demands arising from the use of the 75-Foot No Disturb Buffer by the owners of the Cabin Parcel or their guests, invitees, or agents, except any such claims, suits, judgments, or demands which arise out of the negligence, actions, or wrongful conduct of the owners of the Commercial Properties.

6. Bishop Tract Access Easement Indemnification. The owners of the Cabin Parcel and their heirs and assigns shall indemnify, defend, and hold harmless the owners of the Bishop Tract from and against any and all claims, suits, judgments, or demands arising from the use of the Bishop Tract Access Easement by the owners of the Cabin Parcel or their guests, invitees, or agents, except any such claims, suits, judgments, or demands which arise out of the negligence, actions, or wrongful conduct of the owners of the Bishop Tract.

7. Lot 2AA Owners’ Consent. Upon the termination of the First Right of Refusal between Declarant and John R. Montgomery and Helen W. Montgomery recorded simultaneously herewith, any provision in this Declaration of Easements which requires the consent or approval by the Lot 2AA Owners shall no longer apply, and any such consent or approval shall no longer be required.

8. Interference. The owners of the Commercial Parcels and the Bishop Tract shall not in any manner enter, occupy, alter, improve, or otherwise exercise any control over the easement areas hereby declared or interfere with the use or occupancy thereof by the owners of the Cabin Parcel and their heirs and assigns for the purposes set forth herein.

IN WITNESS WHEREOF, the parties identified hereinabove collectively as Declarant have hereunto set their hands and seals on the day and year first above written.



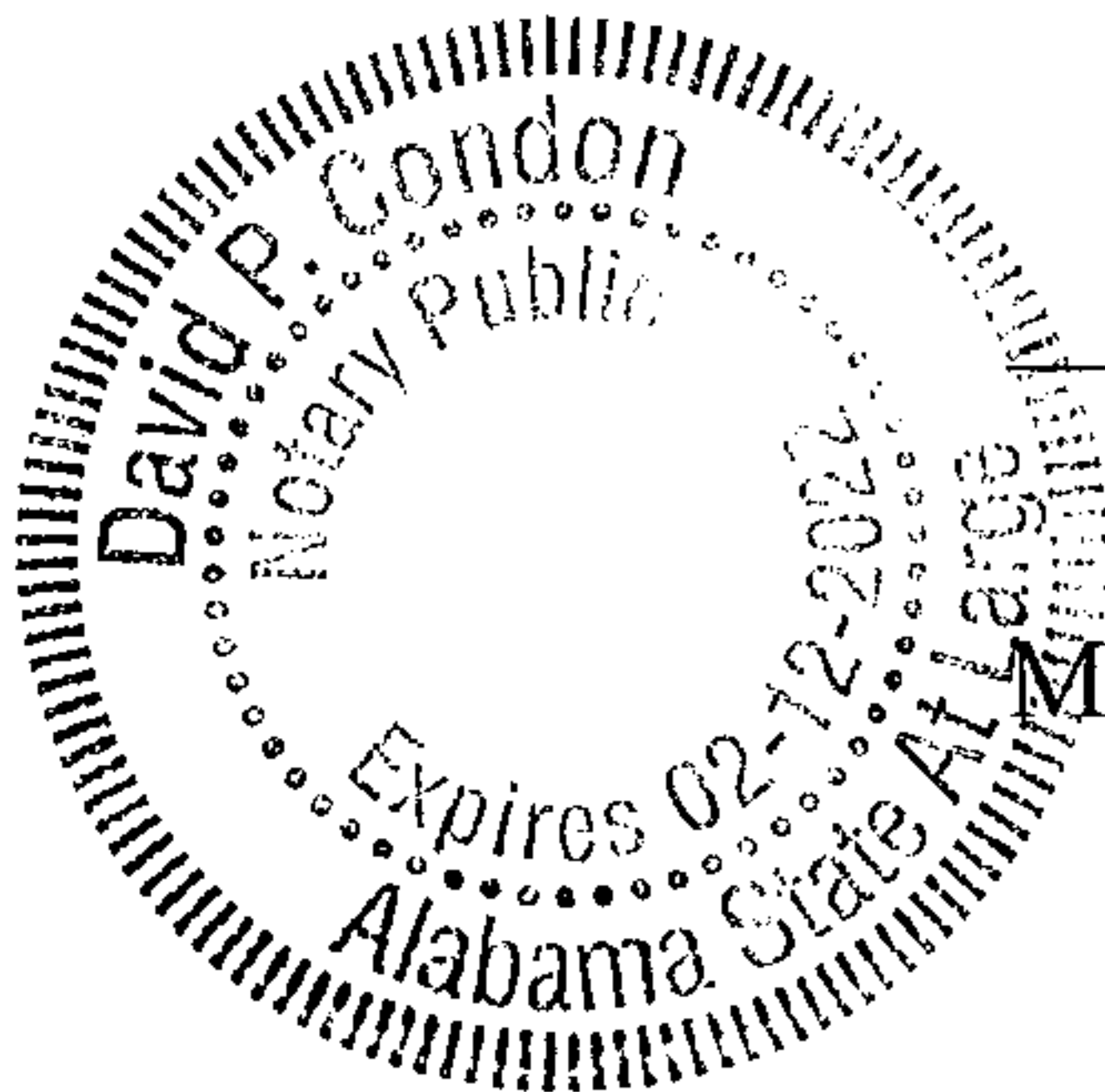
Allison Morrow Stephens, as Personal Representative
of the Estate of Michael E. Stephens, Deceased,
Circuit Court for Collier County, Florida,
Probate Division File No. 2017-CP-1610,
whose Will dated January 20, 2012 was filed for
Ancillary Probate in Shelby County, Alabama,
Probate Case No. PR-2017-000541

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, whose name as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541, 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, she, in her capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of February, 2020.

[NOTARIAL SEAL]





Notary Public

My commission expires:

2/12/22

Allison Morrow Stephens

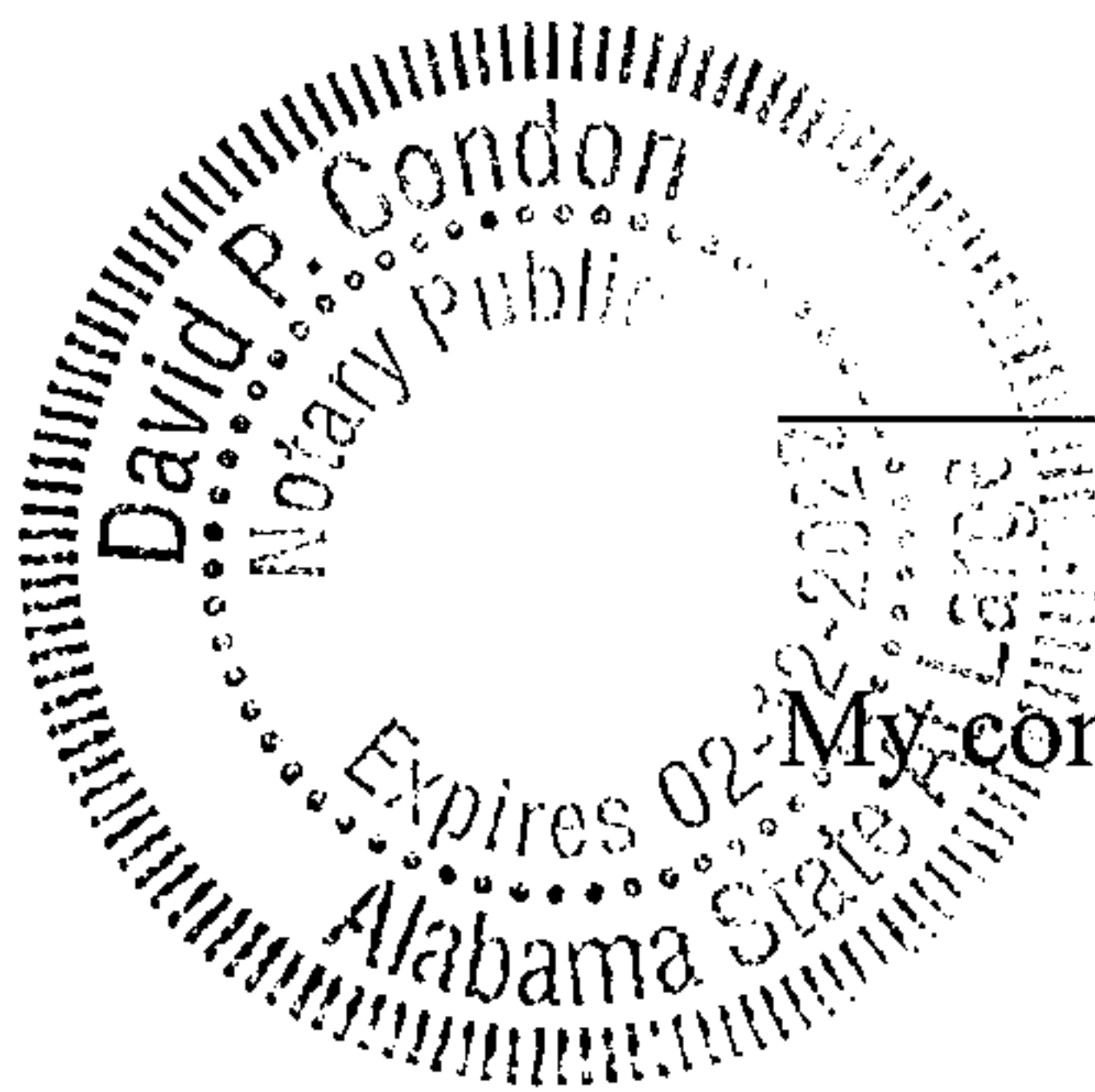
Allison Morrow Stephens, as a Trustee of the
Michael E. Stephens Revocable Trust, as amended by
that certain First Amended and Restated Trust
Agreement dated January 20, 2012, and as a Trustee of
the Reverse QTIP Trust and the Marital Trust, each
governed by Article IX of such Amended and Restated
Trust Agreement dated January 20, 2012

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, whose name as a Trustee of Michael E. Stephens Revocable Trust as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012, 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, she, in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of February, 2020.

[NOTARIAL SEAL]

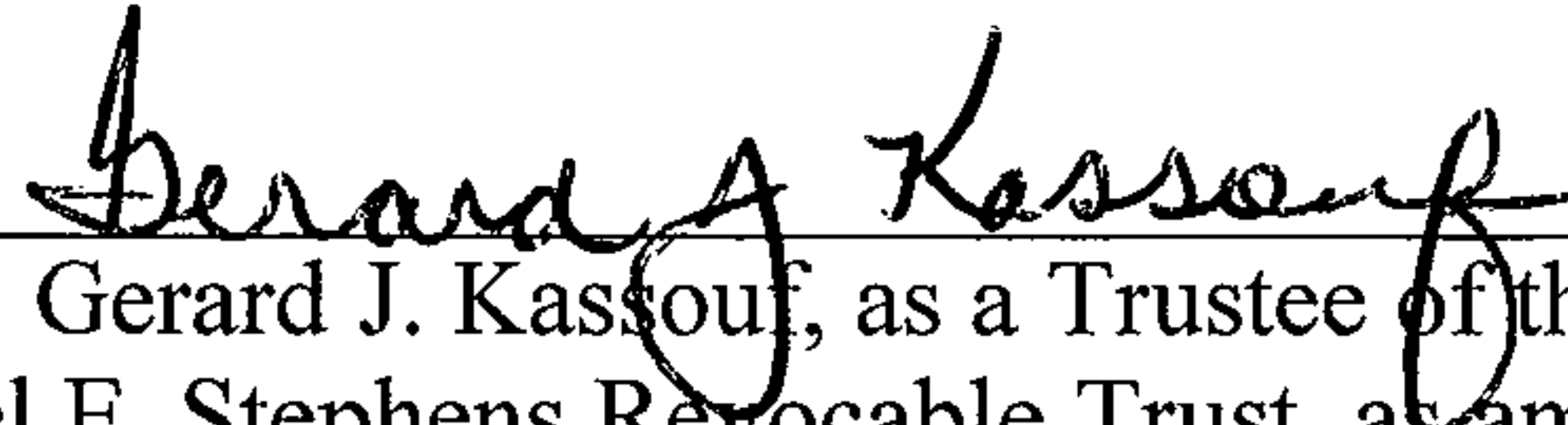


[Signature]

Notary Public

My commission expires:

2/22/22



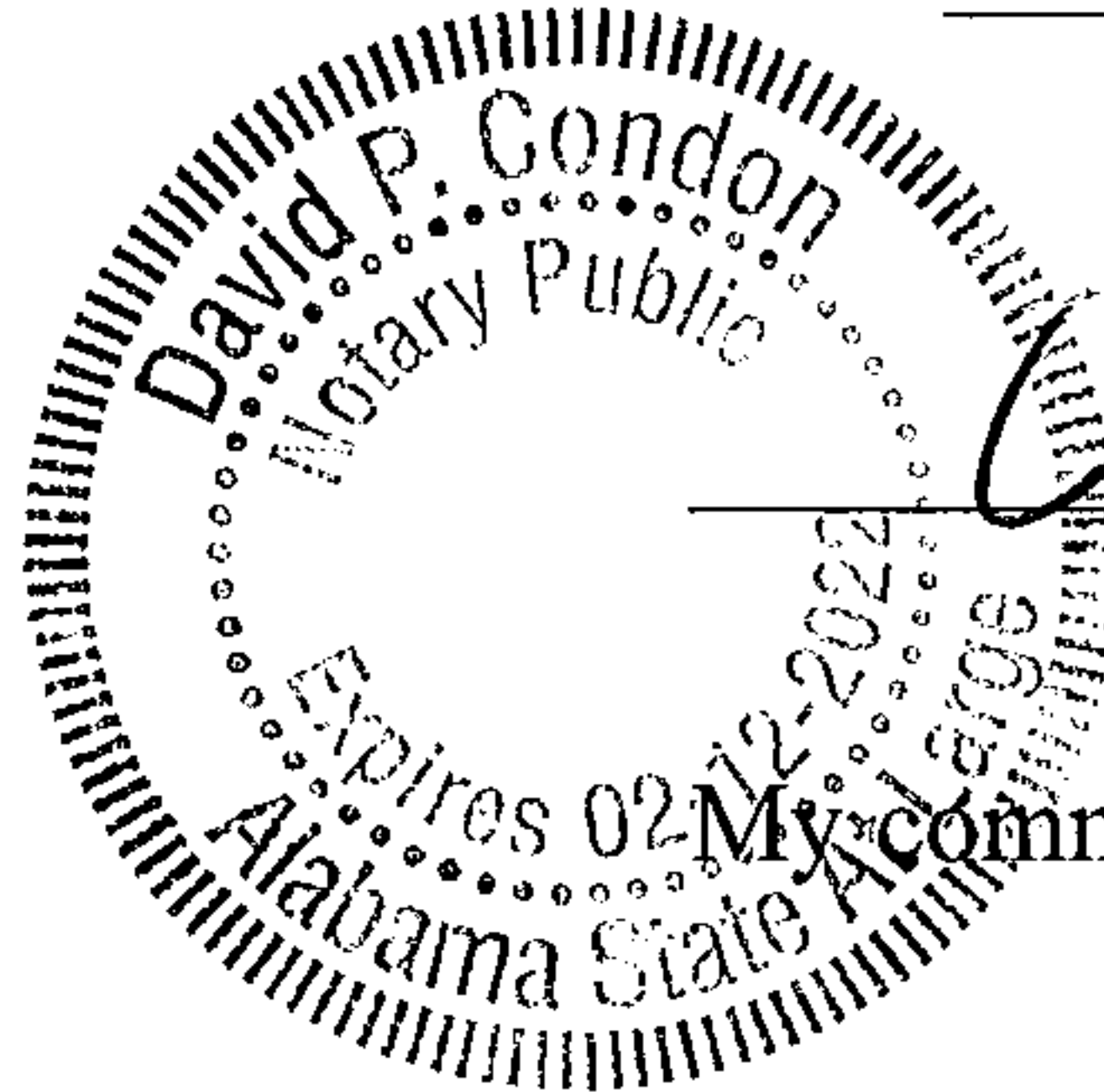
Gerard J. Kassouf, as a Trustee of the
Michael E. Stephens Revocable Trust, as amended by
that certain First Amended and Restated Trust
Agreement dated January 20, 2012, and as a Trustee of
the Reverse QTIP Trust and the Marital Trust, each
governed by Article IX of such Amended and Restated
Trust Agreement dated January 20, 2012

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gerard J. Kassouf, whose name as a Trustee of Michael E. Stephens Revocable Trust as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012, 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, in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of February, 2020.

[NOTARIAL SEAL]





Notary Public

My commission expires:

4/2/22

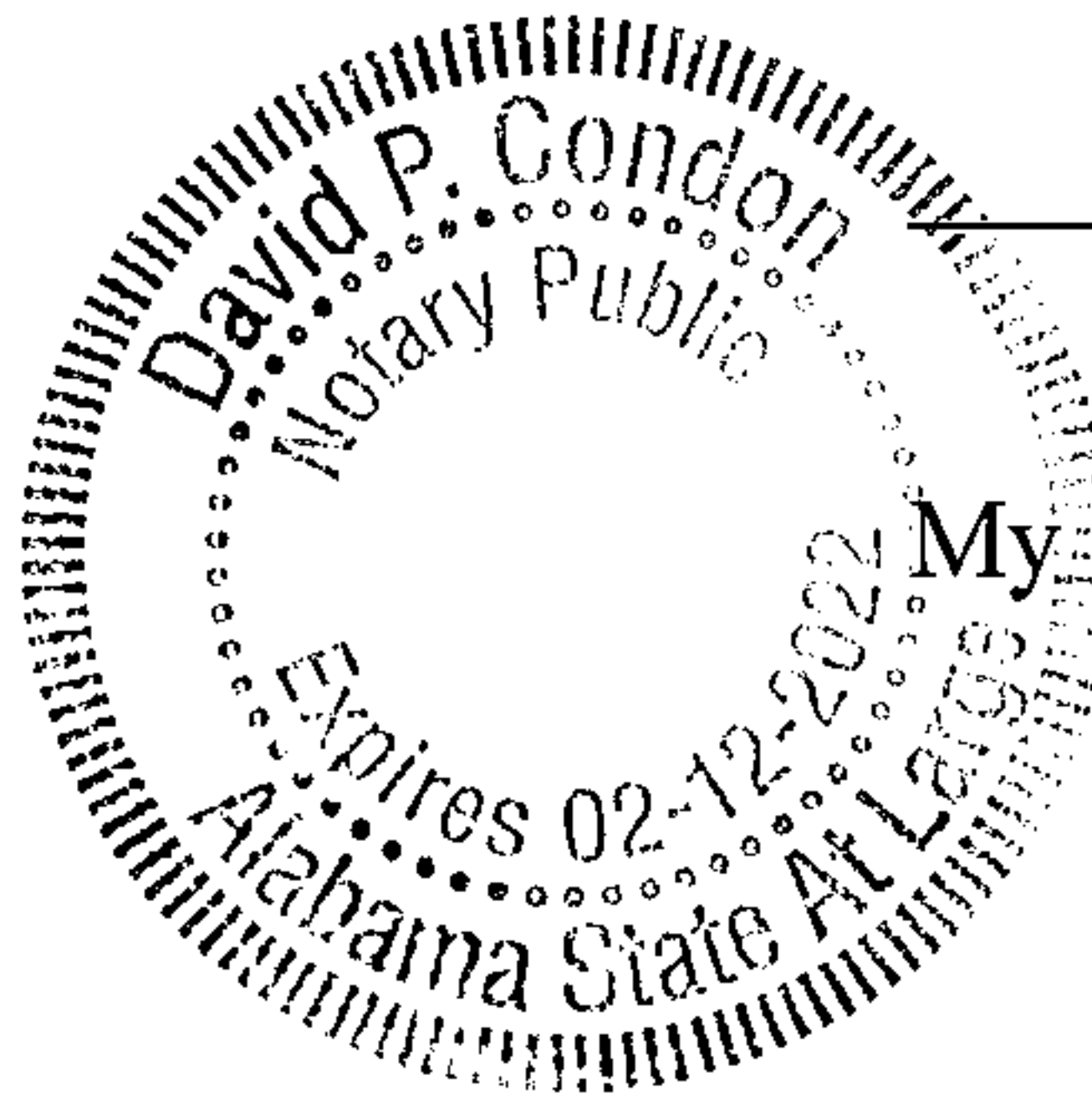
Allison Morrow Stephens
Allison Morrow Stephens

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of February, 2020.

[NOTARIAL SEAL]



[Signature]

Notary Public

My commission expires:

2/12/22

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EXHIBIT A

Cabin Parcel

Lot 2B, according to a Resubdivision of Lot 2A, Cahaba Valley Farms and Acreage, as recorded in Map Book 52, pages 20 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

Bishop Tract

A parcel of land situated in Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northeast corner of the northeast quarter of Section 28; thence run in a southerly direction along the east line of said quarter a distance of 975.47 feet to a ½" open-top iron found on the southeast right-of-way of Alabama Highway #119, said point being the point of beginning of the parcel herein described; thence continue in a southerly direction along the last described course a distance of 460.00 feet to a point in the center of Bishop Creek; thence following the meander of the centerline of said creek 300 feet more or less to a point in the centerline of said creek which lies on a tie line forming an interior angle of 110 deg. 07 min. 00 sec. at a distance of 246.00 feet from the last course and point; thence from said line turn an interior angle of 70 deg. 03 min. 56 sec. and leaving said creek run in a northerly direction a distance of 460.69 feet to an RCF rebar & cap found on the southeasterly right-of-way of said Highway #119; thence turn an interior angle of 109 deg. 40 min. 10 sec. and run to the right in a northeasterly direction along said right-of-way a distance of 247.14 feet to the point of beginning.

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EXHIBIT C

Lot 2AA

Lot 2AA, according to a Resubdivision of Lot 2A, Cahaba Valley Farms and Acreage, as recorded in Map Book 52, pages 20 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT D

75 Foot No Disturb Buffer

75 foot buffer

Two exclusive easements, 75 feet North of and parallel to the center line of Bishop Creek on four commercial parcels in Indian Springs, situated in Northeast Quarter of Section 28. Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows;

Easement #1

Commence at the Northeast corner of said Section 28; thence run South 00° 05' 19" East (an assumed bearing) along the East line of said Section 28 for a distance of 975.47 feet to a 1" open-top iron found on the Southeast right-of-way line of Alabama Highway #119; thence continue South 00° 05' 19" East along the East line of said Section 28 for a distance of 364.17 feet to the Point of Beginning of Easement #1; thence continue South 00° 05' 19" East along the East line of said Section 28 for a distance of 114.62 feet to the center line of Bishop Creek; thence run South 40° 57' 33" West along said center line for a distance of 123.91 feet to a point; thence run South 89° 47' 41" West along said center line for a distance of 96.50 feet to a point; thence run North 55° 41' 34" West along said center line for a distance of 44.76 feet to a point; thence run North 78° 50' 39" West along said center line for a distance of 16.71 feet to a point; thence run North 00° 03' 29" West for a distance of 29.54 feet to an iron pin found; thence continue North 00° 03' 29" West for a distance of 46.92 feet to a point; thence run South 78° 50' 39" East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 46.94 feet to a point; thence run South 55° 41' 34" East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 36.83 feet to a point; thence run North 89° 47' 41" East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 39.15 feet to a point; thence run North 40° 57' 33" East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 176.54 feet to the Point of Beginning.

Easement #2

Commence at the Northeast corner of said Section 28; thence run South 00° 05' 19" East (an assumed bearing) along the East line of said Section 28 for a distance of 975.47 feet to a 1" open-top iron found on the Southeast right-of-way line of Alabama Highway #119; thence run South 70° 00' 01" West along the Southeast right-of-way line of Alabama Highway #119 for a distance of 247.21 feet to a capped rebar found; thence run South 65° 58' 04" West along the Southeast right-of-way line of Alabama Highway #119 for a distance of 20.35 feet to a 5/8" rebar found; thence run South 00° 04' 08" East for a distance of 371.30 feet to the Point of Beginning of Easement #2; thence continue South 00° 04' 08" East for a distance of 50.59 feet to a capped rebar found; thence continue South 00° 04' 08" East for a distance of 25.87 feet to the center line of Bishop Creek; thence run North 78° 50' 39" West along said center line for a distance of 56.05 feet to a point; thence run South 55° 04' 36" West along said center line for a distance of 102.78 feet to a point; thence run South 38° 56' 01" West along said center line for a distance of 181.45 feet to a point; thence run South 21° 04' 50" West along said center line for a distance of 161.41 feet to a point; thence run North 56° 46' 38" West for a distance of 22.33 feet to a capped rebar found; thence run North 38° 09' 37" West for a distance of 61.88 feet to a

point; thence run North $21^{\circ} 04' 50''$ East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 136.85 feet to a point; thence run North $38^{\circ} 56' 01''$ East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 203.87 feet to a point; thence run North $55^{\circ} 04' 36''$ East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 145.31 feet to a point; thence run South $78^{\circ} 50' 39''$ East 75 feet North of and parallel to the center line of Bishop Creek for a distance of 73.06 feet to the Point of Beginning.

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EXHIBIT E

Bishop Tract Access Easement

Access Easement

An exclusive 20 foot ingress and egress easement, situated in Northeast Quarter of Section 28. Township 19 South, Range 2 West, Shelby County, Alabama, lying 10 either side of a line being more particularly described as follows;

Commence at the Northeast corner of said Section 28; thence run South 00° 05' 19" East (an assumed bearing) along the East line of said Section 28 for a distance of 975.47 feet to a 1" open-top iron found on the Southeast right-of-way line of Alabama Highway #119; thence continue South 00° 05' 19" East along the East line of said Section 28 for a distance of 176.22 feet to the Point of Beginning of the center line of said easement; thence run North 59° 34' 12" West along said center line for a distance of 62.85 feet to a point; thence run North 31° 50' 36" West along said center line for a distance of 119.60 feet to the Southeast right-of-way line of Alabama Highway #119 and the Point of Ending of said easement.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/07/2020 03:42:14 PM
\$56.00 CHERRY
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Alli S. Bezel