

This instrument prepared by and upon
recording should be returned to:

Michael B. Odom
McGlinchey Stafford PLLC
505 20th Street North, Suite 800
Birmingham, AL 35203
205-725-6411

STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANT

THIS DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS (this "Declaration") is made and entered into as of the 14th day of July, 2020 by **FIRST US BANK**, an Alabama banking corporation (the "FUSB").

RECITALS:

FUSB is the owner of a portion of Lot 2 according to the Resurvey of Lot 2 Calera North Industrial Park as recorded in Map Book 25, Page 19, in the Office of the Judge of Probate of Shelby County, Alabama, consisting of 2.85 acres as described in that certain deed recorded in Instrument Number 2000-43461 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property").

FUSB desires to subdivide the Property into two lots, Lot 2A and Lot 3 (collectively, the "Lots"), as shown on Exhibit A hereto.

FUSB desires to provide access to Lot 3 from U.S. Highway 31 across Lot 2A.

In addition, FUSB desires to establish a restriction against using Lot 2A as an Auto Center (as hereinafter defined).

NOW, THEREFORE, in order to enhance and protect the value of the Property and the Lots, FUSB does hereby declare as follows:

1. Grant of Access Easement.

FUSB does hereby establish and grant to the owner of Lot 3, and its tenants, employees and invitees, a permanent, perpetual and non-exclusive easement on, over and across that portion of the paved driveway on that portion of the Property designated as Lot 2A necessary for ingress and egress to and from that portion of the Property designated as Lot 3 at the location designated "Access Point" on Exhibit A (the "Easement"). The Easement shall be non-exclusive, shall be and is appurtenant to and shall serve that portion of the Property designated as Lot 3, and shall be a covenant running with the land.

2. Shared Maintenance Obligations.

Each owner of any portion of the Property agrees to keep the Easement free and clear from obstacles or obstructions which would prevent or hinder the free passage of pedestrian and vehicular traffic over or across the Easement. Further, at all times, the owner of Lot 2A shall perform all necessary repairs and maintenance to the Easement and the improvements thereon in good repair, clean, and clear of snow, ice, rubbish, and debris, and properly drained. Any maintenance or repair work relating to the Easement performed on the Property by the Owner of Lot 2A shall be performed (i) in a good and workmanlike manner in accordance with all applicable governmental or quasi-governmental authorities, ordinances, and regulations, (ii) in a manner that does not materially interfere with business operations on Lot 3, and (iii) by contractors reasonably approved by the owner of Lot 3. The owner of Lot 2A and the owner of Lot 3 shall each be responsible for 50% of the cost of the maintenance and repair of the Easement. In that connection, the owner of Lot 3 shall reimburse the owner of Lot 2A for its 50% share of maintenance costs within sixty (60) days of the rendering an invoice therefor. Notwithstanding anything contained herein to the contrary, any repairs or maintenance to the Easement necessitated by the negligence or willful misconduct of the owner of any portion of the Property, or such owner's employees, agents, contractors, tenants or invitees, shall be performed by such owner at their sole cost and expense.

3. Restricted Use of Lot 2A.

That portion of the Property designated as Lot 2A shall not be used for the operation an Auto Center (as hereinafter defined) (the "Auto Center Use Restriction"). The term "Auto Center" shall mean a business engaged in general automotive repair and/or diagnostics, tire sales, oil changes or quick lube services. No owner, tenant or occupant of Lot 2A may use Lot 2A as an Auto Center.

4. Covenants Running With the Land. The Easement and Auto Center Use Restriction granted herein shall constitute covenants running with the land and shall inure to the benefit of the owner of Lot 3 and its successors and assigns, and be binding upon the owner of Lot 2A, all future owners or possessors of all or any portion of Lot 2A, and each of their respective heirs, legal representatives, successors, designees and assigns, and any and all persons claiming under them.



20200714000292440 2/4 \$31.00
Shelby Cnty Judge of Probate, AL
07/14/2020 01:11:55 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the day and year first above written.

FIRST US BANK

By: Parrish Argo, V.P.
Parrish Argo, Vice President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that Parrish Argo, whose name as Vice President of First US Bank, 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 bank.

Given under my hand and official seal this 14th day of July, 2020.

Betty Hammond Gorton
Notary Public
My Commission Expires: 5/29/2022

[NOTARIAL SEAL]



20200714000292440 3/4 \$31.00
Shelby Cnty Judge of Probate, AL
07/14/2020 01:11:55 PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY
I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed and approved by me in accordance with the provisions of the Statute of Alabama relating to the Surveying in the State of Alabama.

According to the survey made on the 01th day of JUNE 2020.

James M. Ray, Reg. No. 18393
Ray and Giddens, P. C., No. 00001 Cert. No. CA-0114-L5

RESURVEY OF PART OF LOT 2
CALERA NORTH INDUSTRIAL PARK
MAP BOOK 25 PAGE 19
SHELBY COUNTY ALABAMA
PROPERTY IS LOCATED IN NORTH HALF OF SECTION 4
TOWNSHIP 22 SOUTH RANGE 2 WEST
SHELBY COUNTY AL.
OWNER: FIRST US BANK
3291 US HIGHWAY 280 SUITE 100
BIRMINGHAM, AL 35243

Owner: BURTON CAMPERS INC CO CHAMPION RV CALERA LLC
3005 CANABA VALLEY RD
CALERA, ALABAMA 35014
LOT 1-A
RESURVEY OF LOT 1
CALERA NORTH INDUSTRIAL PARK
MAP BOOK 25 PAGE 19
SHELBY COUNTY AL.

Owner: BURTON CAMPERS INC CO CHAMPION RV CALERA LLC
3005 CANABA VALLEY RD
CALERA, ALABAMA 35014
LOT 1-A
RESURVEY OF LOT 1
CALERA NORTH INDUSTRIAL PARK
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LOT 1-A
RESURVEY OF LOT 1
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MAP BOOK 25 PAGE 19
SHELBY COUNTY AL.

NORTH INDUSTRIAL PARK
60' RW



STATE OF ALABAMA
SHELBY COUNTY
The undersigned, James M. Ray, a Registered Land Surveyor in the State of Alabama and First US Bank, as owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner, that this plat or map is a true and correct map of the land shown therein and known as RESURVEY OF PART OF LOT 2 CALERA INDUSTRIAL PARK showing the subdivisions into which it is proposed to divide said lands, giving the length and bearings of the boundaries of each lot and its number, showing the streets, alleys and public grounds, giving the bearings, length, width, and name of each street, alley and public ground, and showing the relation of the lands to the government survey and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circles on said plat or map. Said owners also certify that they are the owners of said lands and that the same are not subject to any mortgage.

Dated this the 8 day of JUNE, 2020 Dated this the _____ day of _____, 2020
James M. Ray, Alabama Reg. No. 18393
BY: PARISH ARGO V.P.
FIRST US BANK

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that James M. Ray, whose name is signed to the foregoing certificate as surveyor and who is known to me, acknowledged before me, on this date, that after having been duly informed on the contents of said certificate, he executed same voluntarily as such individual with full authority therefor.

Given under my hand and seal this the _____ day of _____, 2020.

Notary Public My Commission Expires: _____

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that, PARISH ARGO, signing as Vice-President of First US Bank, owner, and whose name is signed to the foregoing certificate as surveyor and who is known to me, acknowledged before me, on this date, that after having been duly informed on the contents of said certificate, he executed same voluntarily as such individual with full authority therefor.

Given under my hand and seal this the _____ day of _____, 2020.

Notary Public My Commission Expires: _____

City Clerk, this the _____ day of _____, 2020.

Mayor, City of Calera Date: _____

Engineer, City of Calera Date: _____

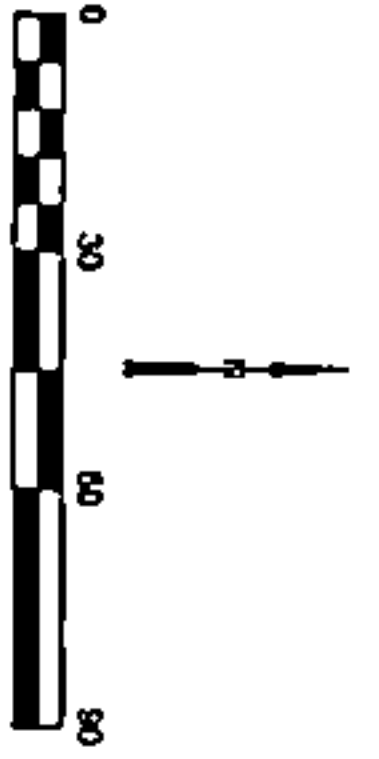
Planning Commission, City of Calera Date: _____

City Clerk, City of Calera Date: _____

Building Official, City of Calera Date: _____

GENERAL NOTES:

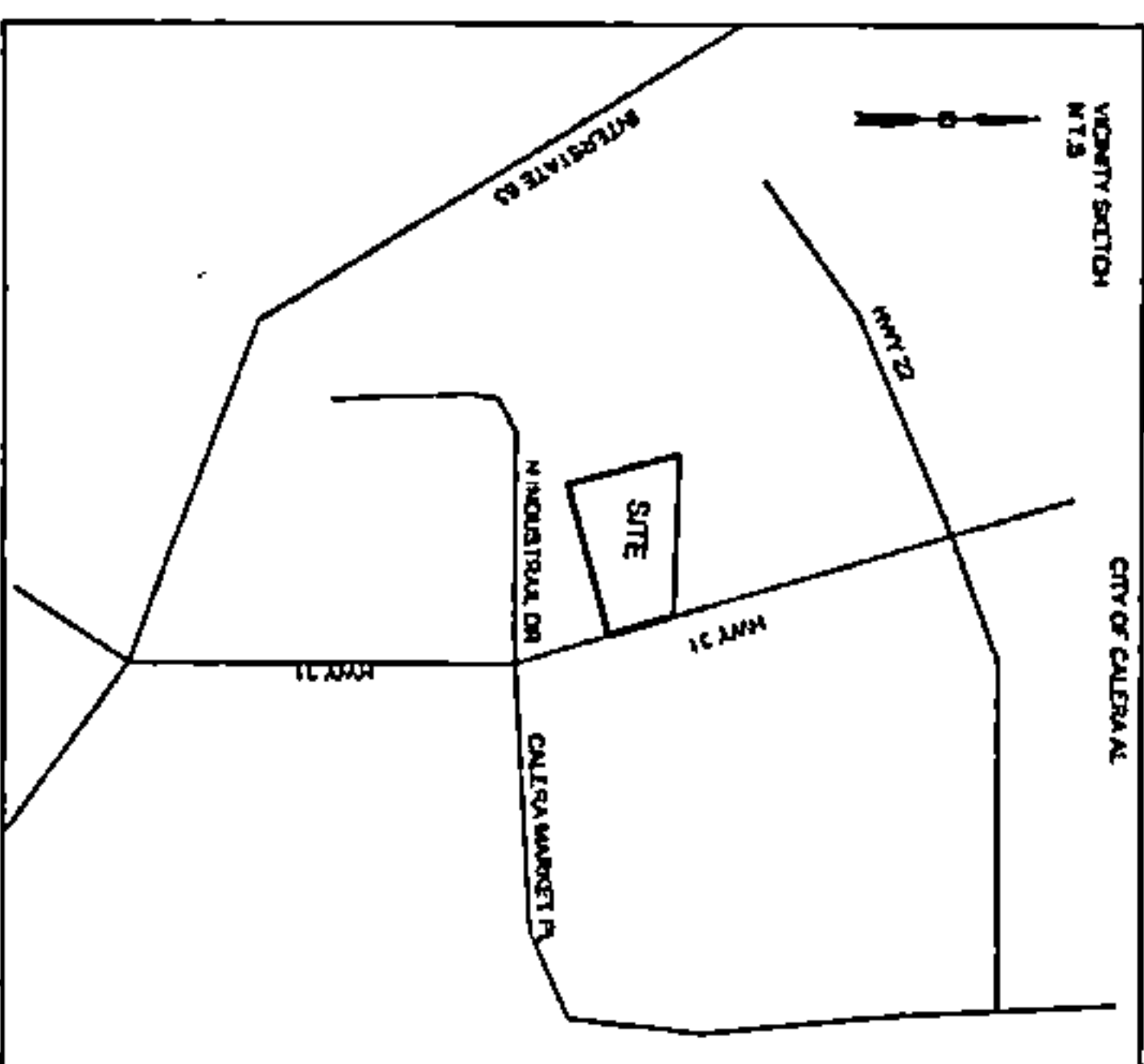
1. CONTRACTOR/DEVELOPER/BUILDER HAVE SOLE RESPONSIBILITY FOR PROVIDING SITES FREE OF DRAINAGE PROBLEMS.
2. DRAINAGE EASEMENTS ARE A PART OF THE SUBDIVISIONS OVERALL DRAINAGE SYSTEM AND MAY NOT AT ANY TIME BE FENCED OVER.
3. MAINTENANCE OF ALL DRAINAGE EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE THE LOT OWNER'S RESPONSIBILITY.
4. MAINTENANCE OF ALL DETENTION PONDS AND COMMON AREAS SHALL BE THE HOMEOWNERS ASSOCIATIONS RESPONSIBILITY.
5. ACCORDING TO THE FLOOD HAZARD MAP (PANEL 01117C0393E, DATED FEBRUARY 20, 2019), BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT PROPERTY IS LOCATED IN ZONE X.
6. WATER AND SEWER ARE AVAILABLE FOR SUBJECT PROPERTY.



FIELD WORK MARCH 2020
BEARING REF: STATE PLANE WEST ZONE 16N
ELEVATIONS ARE NAVD 83
MEASURED BY THIS SURVEY
REFER A RECORD DOCUMENT

- LEGEND
- (R) RECORDED
 - CORNER SET
 - CORNER FOUND
 - MANHOLE
 - STORM MANHOLE
 - LIGHT POLE
 - STREET LIGHT
 - ROAD SIGN
 - WATER METER/VALVE
 - GAS METER/VALVE
 - UTILITY POLE
 - CUT WIRE
 - OVERHEAD UTILITIES
 - VALVE (UNKNOWN TYPE)

20200714000292440 4/4 \$31.00
Shelby Cnty Judge of Probate, AL
07/14/2020 01:11:55 PM FILED/CERT



RAY & GILLMAN, P.C.	IN THE OFFICE OF THE
1000 CHANDLER STREET	REGISTERED LAND SURVEYOR
STATION 1000 CHANDLER	STATE OF ALABAMA
DRAWN BY: JMB	SCALE: 1" = 40'