

THE STATE OF ALABAMA §  
KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHELBY §

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the City of Calera and Emergency Personnel, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and



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forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with the City of Calera and Emergency Personnel. The Easement is nonexclusive and irrevocable for the duration of the Easement, except as otherwise provided herein. The Easement is for the benefit of City of Calera and Emergency Personnel (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement shall be until Camden Loop, Ashford Drive, and Clear Creek Lane are connected to Grantor's subsequent phases in the Camden Park subdivision, or until February 10, 2023, whichever occurs earlier. Upon which earlier time, this Easement will automatically be vacated and have no further force or effect.
3. *Access to Easement.* Grantor shall have and reserves the right to unrestricted access to the Easement Property at all times.
4. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the reasonable right to eliminate any encroachments into the Easement Property, subject to Grantor's right to use, develop, and enjoy the Easement Property. Holder must maintain the Easement Property in a neat and clean condition.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.





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7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Alabama, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Indemnity.* To the maximum extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.
14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the City of Calera, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.
15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.



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16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

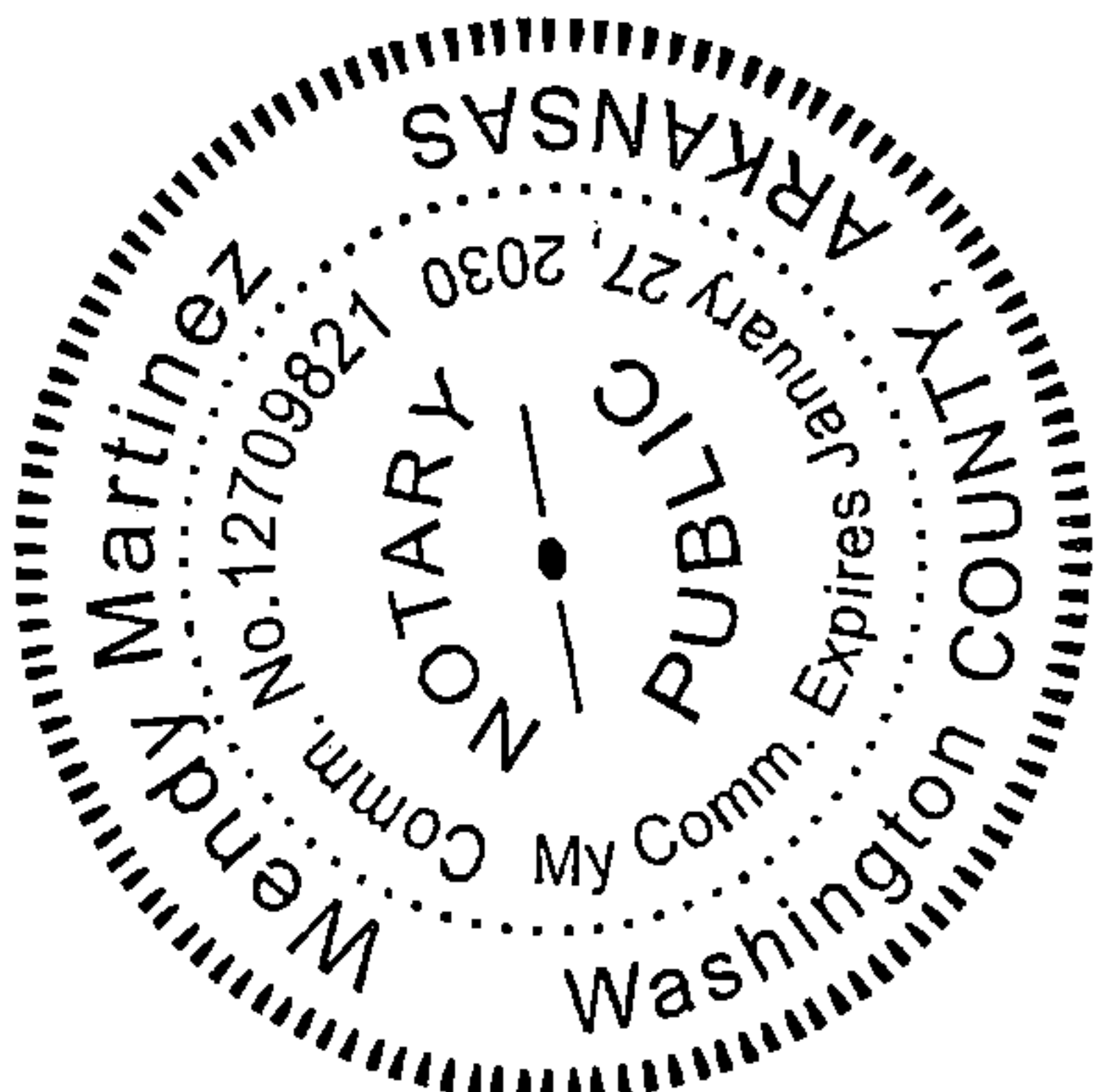
IN WITNESS WHEREOFF, this instrument is executed this 11<sup>th</sup> day of February, 2022.

  
(GRANTOR Signature)

Stephan Lieux  
(GRANTOR Printed Name)

THE STATE OF Arkansas \*  
COUNTY OF Washington \*

This instrument was acknowledged before me on this the 11<sup>th</sup> day of February, 2022, by Stephen Lieux-Manager, BIRMINGHAM LD, LLC known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that they executed the same for the purposes and consideration expressed therein.



Wendy Martinez

NOTARY PUBLIC, STATE OF Arkansas

Notary's Name Printed: Wendy Martinez  
My Commission Expires: 1-27-30





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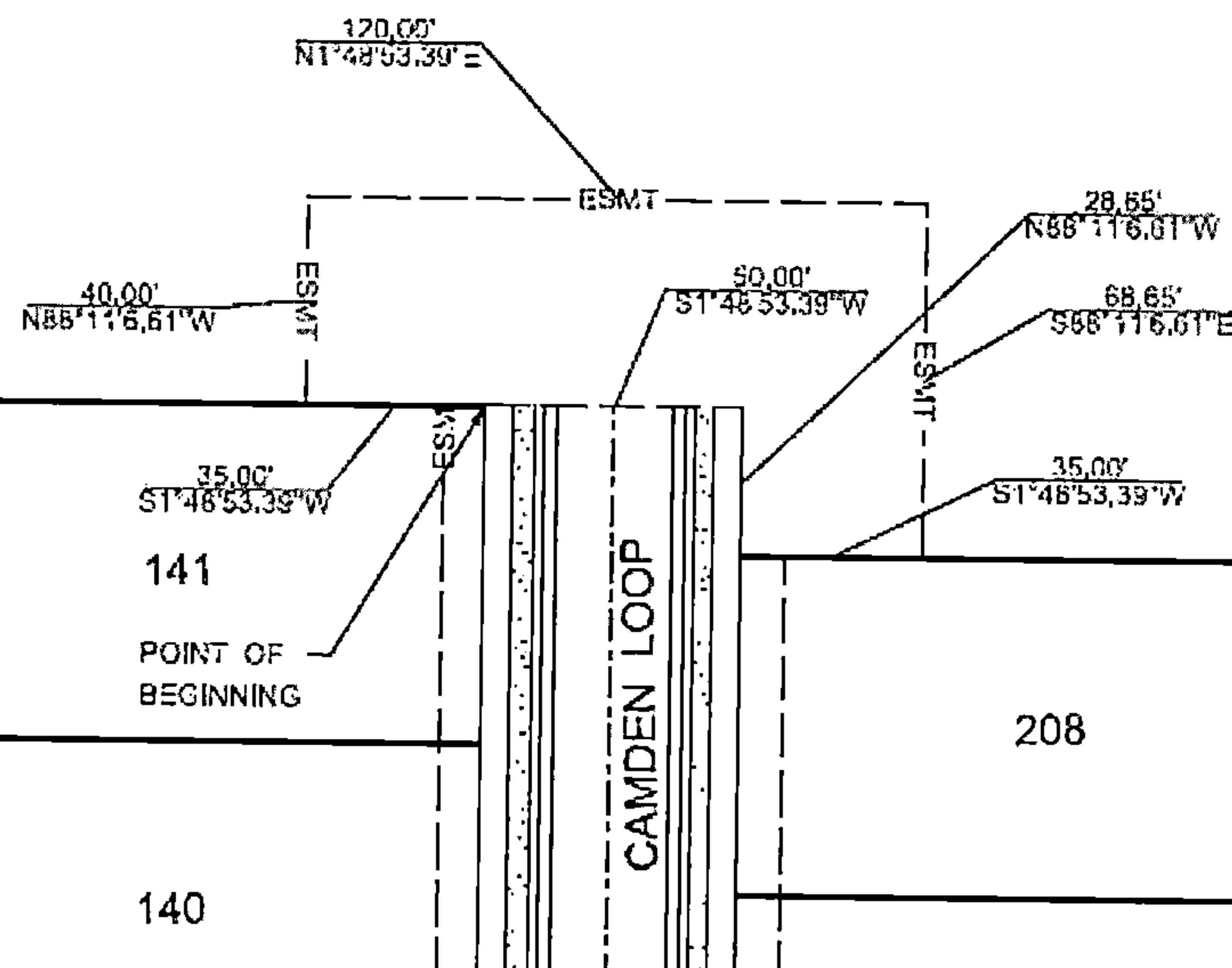
EXHIBIT A  
Easement 1 Property

AN INGRESS/EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS TO-WIT:  
COMMENCE AT THE NORTHWEST PROPERTY CORNER OF LOT 141 AS SHOWN  
ON THE CAMDEN PARK PHASE 2 SECTOR 1 PLAT, SAID CORNER BEING THE  
INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF CAMDEN LOOP AND THE  
WESTERN PROPERTY LINE OF THE ABOVE MENTIONED LOT; SAID POINT BEING  
THE POINT OF BEGINNING,



SCALE: 1" = 50'

FROM THIS POINT, GO S1°48'53.39"W FOR A DISTANCE OF 35' TO A POINT;  
THENCE GO N88°11'6.61"W FOR A DISTANCE OF 40' TO A POINT; THENCE GO  
N1°48'53.39"E FOR A DISTANCE OF 120' TO A POINT; THENCE GO S88°11'6.61"E  
FOR A DISTANCE OF 68.65' TO A POINT; THENCE GO S1°48'53.39"W FOR A  
DISTANCE OF 35' TO A POINT; THENCE GO N88°11'6.61"W FOR A DISTANCE OF  
28.65' TO A POINT; THENCE GO S1°48'53.39"W FOR A DISTANCE OF 50' TO A  
POINT, THIS BEING THE POINT OF BEGINNING AND THUS CONCLUDING THIS  
LEGAL DESCRIPTION,



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CAMDEN PARK  
PHASE 2  
TEMPORARY TURNAROUND  
EASEMENTS



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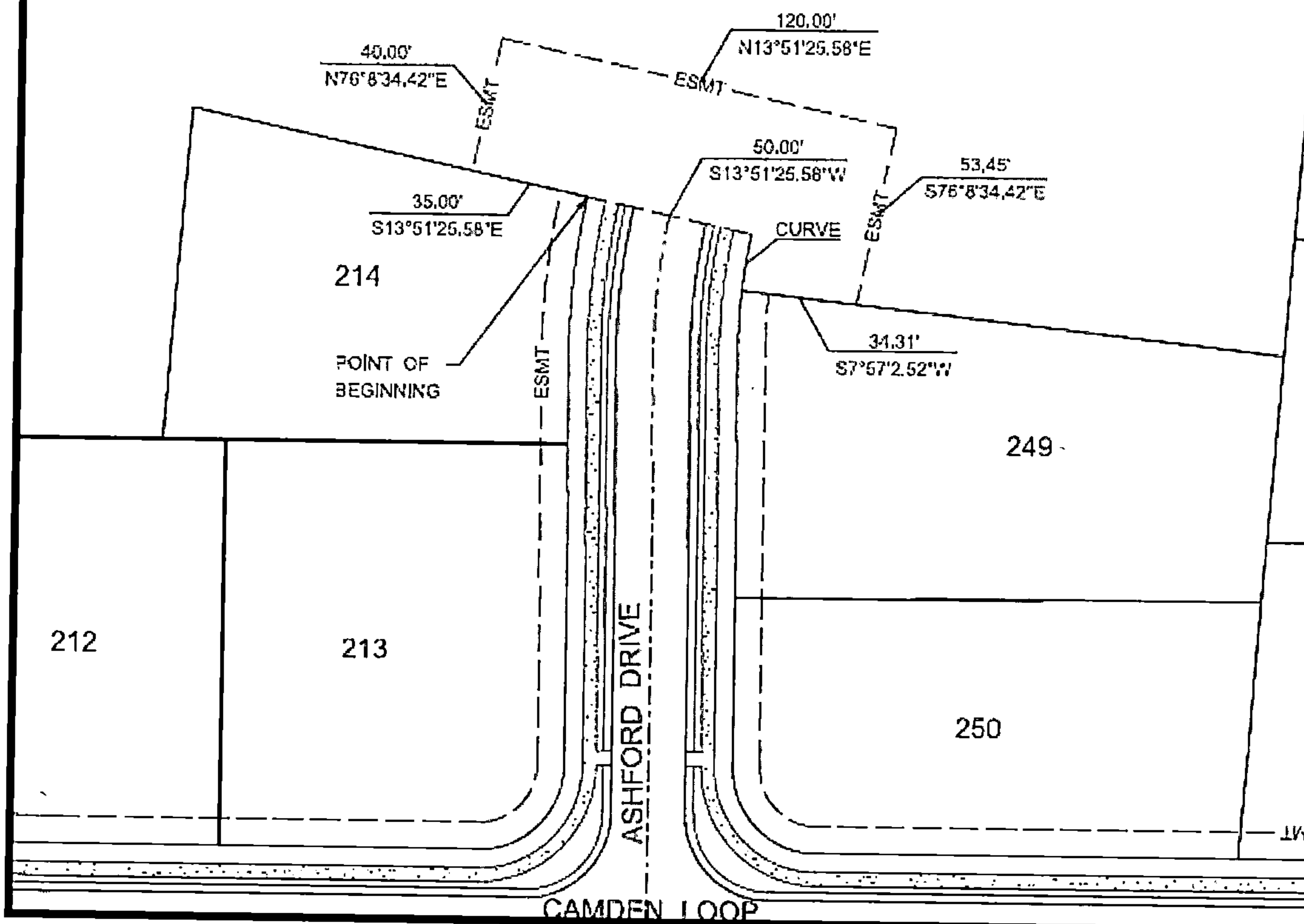
EXHIBIT B  
Easement 2 Property

AN INGRESS/EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS TO-WIT:  
COMMENCE AT THE NORTHWEST PROPERTY CORNER OF LOT 214 AS SHOWN  
ON THE CAMDEN PARK PHASE 2 SECTOR 1 PLAT, SAID CORNER BEING THE  
INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF ASHFORD DRIVE AND THE  
WESTERN PROPERTY LINE OF THE ABOVE MENTIONED LOT; SAID POINT BEING  
THE POINT OF BEGINNING.



SCALE: 1" = 50'

FROM THIS POINT, GO S13°51'25.58"E FOR A DISTANCE OF 35' TO A POINT;  
THENCE GO N76°8'34.42"E FOR A DISTANCE OF 40' TO A POINT; THENCE GO  
N13°51'25.58"E FOR A DISTANCE OF 120' TO A POINT; THENCE GO S76°8'34.42"E  
FOR A DISTANCE OF 53.45' TO A POINT; THENCE GO S7°57'2.52"W FOR A  
DISTANCE OF 34.31' TO A POINT; THENCE GO NORTH WESTERLY ALONG A  
CURVE HAVING A RADIUS OF 165.00', A CURVE LENGTH OF 17.01', A CHORD  
BEARING OF N79°5'45.95"W, A CHORD DISTANCE OF 17.00', AND A DELTA OF  
5°54'23.06" TO A POINT; THENCE GO S13°51'25.58"W FOR A DISTANCE OF 50' TO A  
POINT, THIS BEING THE POINT OF BEGINNING AND THUS CONCLUDING THIS  
LEGAL DESCRIPTION.



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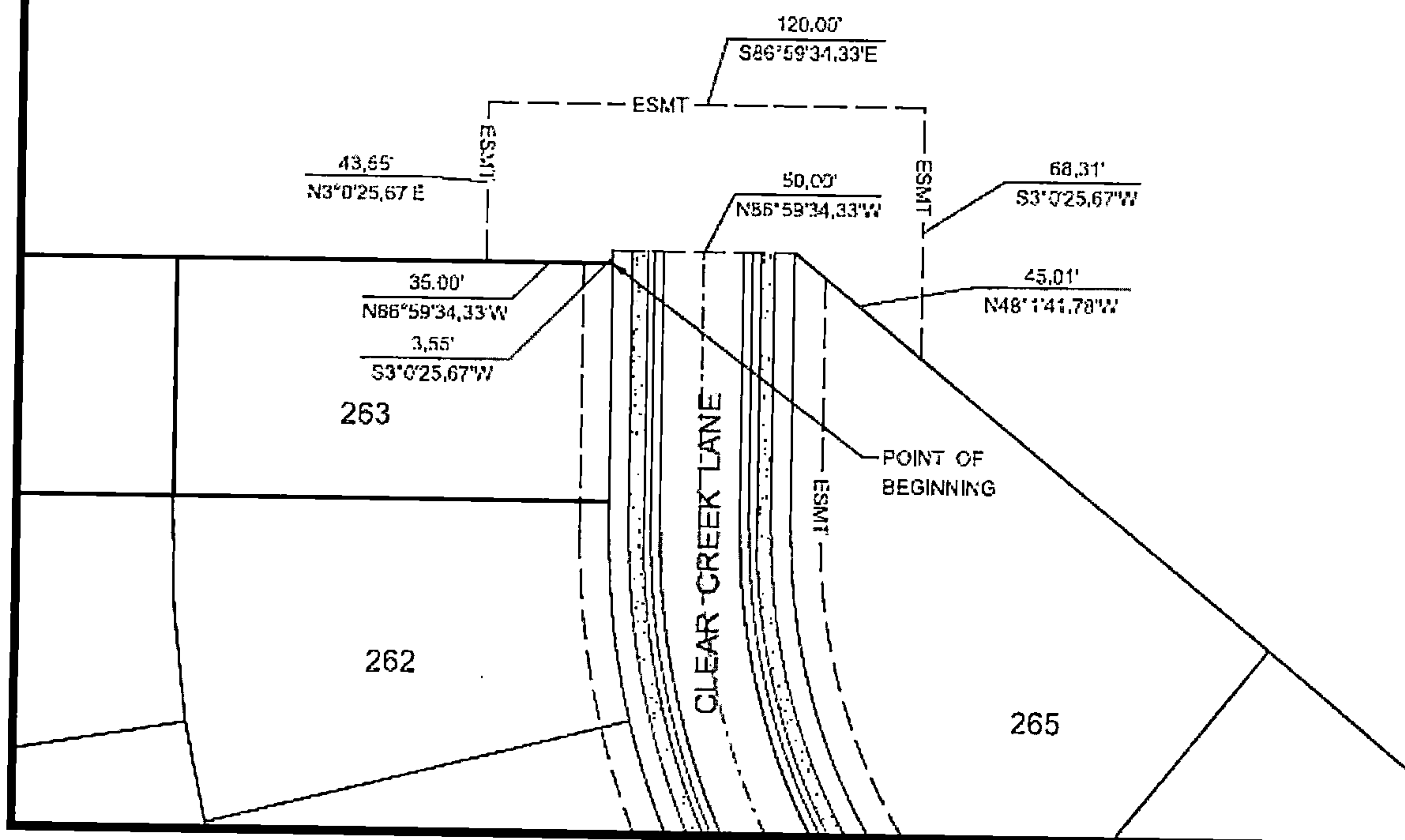
EXHIBIT C  
Easement 3 Property

AN INGRESS/EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS TO-WIT:  
COMMENCE AT THE NORTHEAST PROPERTY CORNER OF LOT 263 AS SHOWN  
ON THE CAMDEN PARK PHASE 2 SECTOR 1 PLAT, SAID CORNER BEING THE  
INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF CLEAR CREEK LANE AND  
THE NORTHERN PROPERTY LINE OF THE ABOVE MENTIONED LOT; SAID POINT  
BEING THE POINT OF BEGINNING.

FROM THIS POINT, GO N86°59'34.33"E FOR A DISTANCE OF 35' TO A POINT;  
THENCE GO N3°00'25.67"E FOR A DISTANCE OF 43.55' TO A POINT; THENCE GO  
S86°59'34.33"E FOR A DISTANCE OF 120' TO A POINT; THENCE GO S3°00'25.67"W  
FOR A DISTANCE OF 68.31' TO A POINT; THENCE GO N48°1'41.78"W FOR A  
DISTANCE OF 45.01' TO A POINT; THENCE GO N86°59'34.33"W FOR A DISTANCE  
OF 50' TO A POINT; THENCE GO S3°00'25.67"W FOR A DISTANCE OF 3.55' TO A  
POINT, THIS BEING THE POINT OF BEGINNING AND THUS CONCLUDING THIS  
LEGAL DESCRIPTION.



SCALE: 1" = 50'



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