

This instrument was prepared by:  
Vaughn McWilliams, Esq.  
DLB Attorneys at Law, LLC  
2100 B Southbridge Parkway, Suite 240  
Birmingham, Alabama 35209  
(659) 200-9586

### **DECLARATION OF PARKING EASEMENT**

**THIS DECLARATION OF PARKING EASEMENT** (this "Declaration") is made effective as of the 20<sup>th</sup> day of December, 2024, by **DBI PROPERTIES - GREYSTONE, LLC**, a Florida limited liability company ("Declarant").

#### **RECITALS:**

A. Declarant owns that certain real property located in the City of Hoover, Shelby County, Alabama, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Lot 1").

B. Declarant also owns that certain real property located in the City of Hoover, Shelby County, Alabama, being more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Lot 2"), which is separated from Lot 1 by a dedicated private right-of-way. Lot 1 and Lot 2 are herein collectively referred to as "Property".

C. Declarant desires to establish certain easements and rights benefiting and burdening the Property as more particularly described herein subject to the terms and conditions of this Declaration.

#### **DECLARATION:**

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Declaration, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. **Benefited Parties/Binding Effect.** The rights, easements, covenants, conditions, restrictions and obligations established in this Declaration shall run with the land and be for the benefit of and binding upon the Property. All references to Declarant herein shall include such the successors and assigns in ownership of the Property.

## 2. Easement.

(a) Parking Easement. Declarant hereby establishes a non-exclusive, perpetual and continuous easement, right and privilege for pedestrian and vehicular access and the parking of motor vehicles over and across Lot 2 to access 12 designated parking spaces (the "Parking Easement") to be appurtenant to Lot 1 via a public right-of-way and as depicted on the attached Exhibit C (the "Parking Easement Area").

(b) Payment for Parking. Declarant specifically agrees that use of the Parking Easement Area shall be free and without cost of charge of any kind.

(c) Lighting. Declarant, and its successors and assigns in ownership of Lot 2, shall provide the Parking Easement Area with a lighting system and shall operate and maintain the same in good repair and usable condition.

(d) Maintenance. Declarant, and its successors and assigns in ownership of Lot 2, agrees to maintain the Parking Easement Area in good repair and operable condition, including striping, maintenance, repair and resurfacing. Declarant shall make commercially reasonable efforts to keep the Parking Easement Area clean and free from dirt and rubbish.

(e) Damages. Notwithstanding the foregoing, if the respective successors and assigns in ownership of Lot 1 and Lot 2, or any tenants, subtenants and licensees of the Lot 1 or Lot 2, unilaterally damages any portion of the Parking Easement Area or utilities or related facilities therein, said party shall (i) be solely responsible for all costs associated with the construction, maintenance, repair or reconstruction performed (ii) have the obligation to perform the construction, maintenance, repair or reconstruction during the times and in such a manner as to minimize any interference with the operation and use of the Parking Easement Area, (iii) not block access to the other parcel during business hours, (iv) use reasonable efforts to minimize construction dust and shall not allow any construction debris to be placed on another parcel, and (v) restore the Parking Easement Area to the condition that existed just prior to such damage incurred or work performed, including but not limited to the driveway, curbing and striping located thereon.

(f) Insurance and Indemnification.

(i) Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than \$2,000,000.00 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of anyone occurrence, with minimum excess or umbrella policy limits of not less than \$1,000,000.00 per occurrence, and the other owner of Lot 1 or Lot 2, as the case may be, shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Alabama and shall be rated by Best's Insurance Reports not less than A-/VIII. Such insurance shall provide that it shall not be cancelable without thirty (30)

days prior, written notice to additional insureds. Upon written request, each owner of Lot 1 and Lot 2 shall provide a certificate of such insurance coverage to the other.

(ii) Declarant, and its successors and assigns in ownership of Lot 1 and Lot 2, shall indemnify and hold the other owner of Lot 1 or Lot 2, as the case may be, and each of such owner's members, employees, tenants, contractors, agents or licensees (for purposes of this Paragraph 2(f)(ii), the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the Indemnified Parties in connection with the exercise the easements and rights created herein, except to the extent caused by the negligence or willful act of the Indemnified Parties.

3. **Remedies.** In the event that Declarant, or its successors and assigns in ownership of the Property, fails to perform their obligations under this Declaration or otherwise breaches the terms of this Declaration, the non-defaulting party may notify the defaulting party and shall specify the breach. If such failure or breach is not cured within ten (10) days after receipt of such notice, then such non-defaulting party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses (including attorney's fees and costs) related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, no notice shall be required prior to such non-defaulting party commencing such work or commencing a cure. Any monetary amounts due and payable to the owner of the non-defaulting party pursuant to this Declaration shall be paid within ten (10) days from the date the defaulting party is notified of the amounts due. It is expressly agreed that no breach of this Declaration shall entitle any party hereto to cancel, rescind or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies any party may have hereunder or under law or equity by reason of such breach.

4. **Duration.** The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect for a period of twenty (20) years and then automatically renewing without further action in successive ten (10) year periods unless terminated in writing in accordance with Paragraph 6(c) below.

5. **Notices.** Any notice permitted or required hereunder shall be made in writing and sent to the receiving party by nationally recognized overnight courier or Certified Mail, return receipt requested, and shall be deemed given by either party to the other within one (1) business day after the same is deposited with a nationally recognized overnight courier or within two (2) business days after the same is deposited in the United States Mail as Certified, return receipt requested, with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same.

6. **Miscellaneous.**

(a) This Declaration shall be governed in accordance with the laws of the State of Alabama.



(b) The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

(c) This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by all owners of the Property or their respective successors or assigns.

(d) Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Shelby County, Alabama, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Property or any portions thereof.

(e) If any particular provision of this Declaration is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(f) Nothing contained in this Declaration shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed, solely for the benefit of Declarant. Nothing contained in this Declaration, expressed or implied, shall confer upon any person, other than Declarant, any rights or remedies under or by reason of this Declaration. This Declaration does not restrict the use and development of the Property except as stated herein.

(g) In the event any party shall now or hereafter own, acquire or otherwise take title to the Property, this Declaration shall survive and shall not be terminated or defeated by any doctrine of merger.

[EXECUTION AND ACKNOWLEDGMENT BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed effective as of the date first set forth above.

**DECLARANT:**

**DBI PROPERTIES - GREYSTONE, LLC,**  
a Florida limited liability company

By: Joe Hawley  
Joe Hawley  
Its: Vice President

STATE OF ALABAMA )

COUNTY OF Shelby )

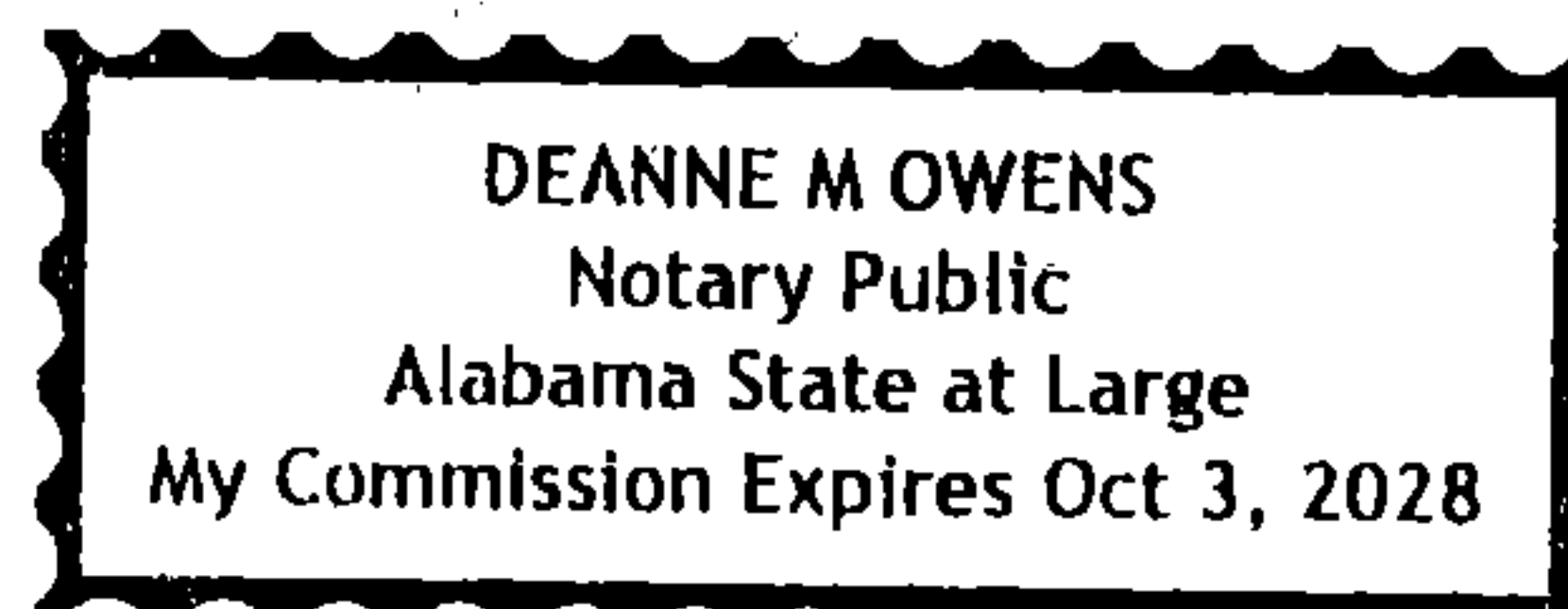
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joe Hawley, whose name as Vice President of DBI Properties – Greystone, LLC, a Florida limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 19<sup>th</sup> day of December, 2024.

Deanne M. Owens  
Notary Public

[AFFIX SEAL]

My commission expires: \_\_\_\_\_



**EXHIBIT "A"**

(Lot 1)

Lot 1 of American Family Care's Addition to Greystone Plat No. 1 as recorded in Map Book 60  
Page 72 in the Office of the Judge of Probate Shelby County, Alabama.

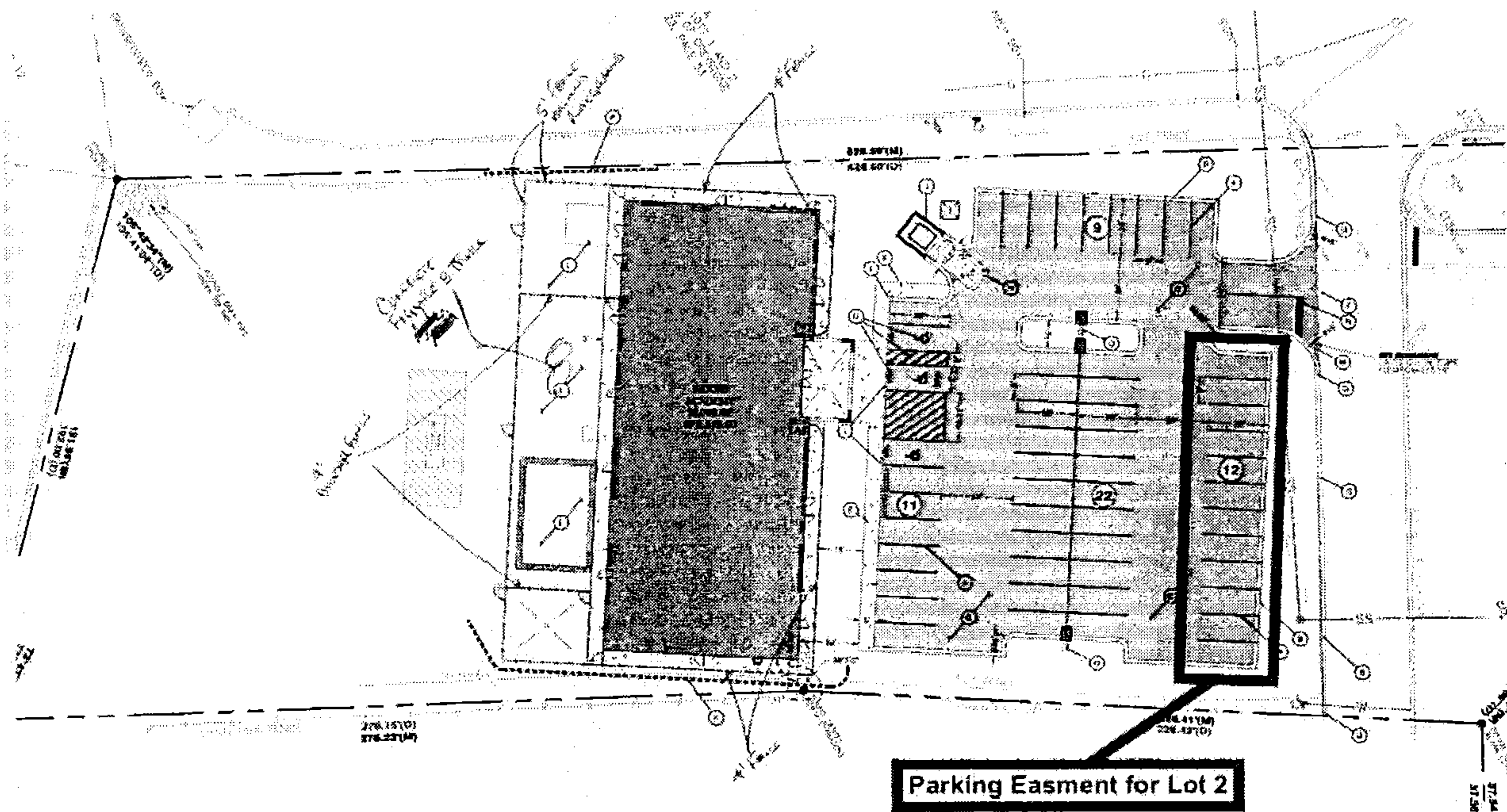
**EXHIBIT “B”**

(Lot 2)

Lot 2 of American Family Care’s Addition to Greystone Plat No. 1 as recorded in Map Book 60  
Page 72 in the Office of the Judge of Probate Shelby County, Alabama

**EXHIBIT "C"**

(Parking Easement Area)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/20/2024 01:23:40 PM  
\$43.00 PAYGE  
20241220000389110

*Allen S. Bayl*