

This Easement is filed in connection with a deed and purchase money mortgage filed simultaneously herewith.

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

R. Rhett Owens  
Bodewell, LLP  
1286 Oak Grove Road, Suite 200  
Birmingham, Alabama 35203

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STATE OF ALABAMA            )  
  )  
COUNTY OF SHELBY        )

**DECLARATION OF RECIPROCAL EASEMENTS**

THIS DECLARATION OF RECIPROCAL EASEMENTS (this "Declaration") is made and entered into as of the 8<sup>th</sup> day of AUGUST, 2025 (the "Effective Date") by AH Alabaster, LLC, an Alabama limited liability company ("AHA").

**RECITALS**

WHEREAS, AHA owns a parcel of real property located in Shelby County, Alabama consisting of Lot 8A, Lot 10A and Lot 38A (the "Parcels"), as identified on that certain Amended Map of a Resurvey of Lots 7, 8, 9, 10, 11, 36, 37, 38, 39 & 40, Block 3 Nickerson-Scott Survey and Vacated Alley, dated May 23, 2025, recorded as Instrument Number 20250605000172730 in the Office of the Judge of Probate of Shelby County, Alabama (the "Resurvey"). A copy of the Resurvey is attached hereto as Exhibit A, and is specifically incorporated by reference into this Agreement for all purposes.

WHEREAS, AHA has determined that it is necessary and appropriate to create, grant and reserve certain easements and rights over and across the Parcels for the use and benefit of (i) the owners of the Parcels, their respective successors and assigns (all of which such persons are hereafter referred to as the "Owners") and (ii) their agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors and tenants (all of which such persons are hereinafter referred to as the "Permittees").

NOW THEREFORE, AHA hereby declares that the Parcels shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following covenants, easements, rights and restrictions:

1. **Recitals.** The foregoing recital clauses are true and correct in all respects and form an integral part of this Declaration, the same as if they were set forth in the numbered paragraphs hereof.

2. **Grant of Reciprocal Easements.** AHA hereby creates, declares and imposes on the Parcels the following easements (hereinafter collectively referred to as the "Easements") over the following described areas of the Parcels:

a. **Ingress Egress Easement.** A perpetual, non-exclusive easement (the "Ingress Egress Easement") over the Parcels for purposes of constructing, installing, repairing, maintaining and replacing from time to time driveways, curbs, gutters and related facilities and for purposes of ingress, egress, passage and access by pedestrian or vehicular traffic, over, across and upon the Ingress/Egress Easement. No Owner or Permittee shall construct, maintain or permit any improvement or condition on any portion of the Parcel(s) that is the subject of the Ingress/Egress Easement which would impede pedestrian or vehicular traffic over, across or upon the Ingress/Egress Easement.

b. **Sanitary Sewer Easement.** A perpetual, non-exclusive easement (the "Sanitary Sewer Easement") over the Parcels for purposes of constructing, installing, tying into, repairing, maintaining and replacing from time to time and discharging sewage through a sanitary sewer line. Notwithstanding anything to the contrary stated herein, any Owner or Permittee may install or construct parking, driveways, curbing, landscaping and/or other paved or landscaped areas over, across or upon the Sanitary Sewer Easement, provided such installation or construction does not result in the material interruption of or interference with sanitary sewer service to the Parcels.

c. **Water Easement.** A perpetual, non-exclusive easement (the "Water Line Easement") over the Parcels for purposes of constructing, installing, tying into, repairing, maintaining and replacing from time to time and for conveying water through a water line. Notwithstanding anything to the contrary stated herein, any Owner or Permittee may install or construct parking, driveways, curbing, landscaping and/or other paved or landscaped areas over, across or upon the Water Line Easement, provided such installation or construction does not result in the material interruption of or interference with water service to the Parcels.

d. **Utilities Easement.** A perpetual, non-exclusive utilities easement (the "Utilities Easement") over the Parcels for purposes of for purposes of constructing, installing, tying into, repairing, maintaining and replacing from time to time natural gas pipelines, electricity transmission lines, fiber optic cables and other facilities for the receipt of public and/or private utility services. Notwithstanding anything to the contrary stated herein, any Owner or Permittee may install or construct parking, driveways, curbing, landscaping and/or other paved or landscaped areas over, across or upon the Utilities Easement, provided such installation or construction does not result in the material interruption of or interference with water service to the Parcels.

3. **Grant of Reciprocal Drainage Easement.** In addition to the Easements created in Section of this Declaration, AHA hereby creates, declares and imposes a perpetual, non-exclusive drainage easement over Lot 8A and Lot 10A (the "Lot 8A and Lot 10A Supplemental Drainage Easement") for purposes of constructing, installing, tying into, repairing, maintaining and replacing from time to time and discharging water through storm and surface water drainage lines and related drainage facilities. Notwithstanding anything to the contrary stated herein, any Owner or Permittee may install or construct parking, driveways, curbing, landscaping and/or other paved or landscaped areas over, across or upon the Lot 8A and 10A Supplemental



Drainage Easement, provided such installation or construction does not result in the material interruption of or interference with the drainage of storm and surface water from Lot 8A and Lot 10A.

4. Unimpeded Access. No barricade or other divider will be constructed between the Parcels that will prohibit or discourage ingress, egress or access to, from or between the Parcels and to the public or private roads and parking facilities serving the Parcels.

5. Use of Easements. The use of the Easements will, in each instance, be non-exclusive and for the reasonable private use and benefit only of the Owners and their Permittees. No use by the Owners and Permittees of the benefitted parcel shall over-burden the burdened Parcel, and no use shall be construed as vesting in the public or any third party any prescriptive rights in or to any easements areas.

6. Indemnities. Each Owner shall indemnify, defend and hold harmless the other Owners and their Permittees from and against any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever brought or asserted by any third party, at law or in equity, arising in connection with such Owner or its Permittee's use of the Easements and/or the default by such Owner of any of its obligations under this Declaration. The obligations created under this Section 5 of this Declaration shall continue notwithstanding the expiration or earlier termination of this Declaration with respect to any act or occurrence preceding such expiration or termination, provided that such indemnity shall not extend to any action, cause of action, suit, debt, cost, expense, claim or demand caused by and/or arising from any grossly negligent act or omission or willful misconduct of any Owner and/or his/her/its Permittee.

7. Covenants Running with the Land. The Easements shall run with the land and be enforceable against any subsequent Owners of the Parcels, their heirs, successors, assigns and Permittees. The Easements shall continue to be binding upon the Owners and Permittees, and their respective heirs, successors and assigns, until such time as the Easements are lawfully released or terminated in writing. The Owners and Permittees agree to include appropriate language in any subsequent deeds or conveyances of the Parcels to provide notice of the existence and terms of the Easements, and to ensure that all subsequent owners of the Parcels are bound by their terms.

8. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public use or purpose whatsoever.

9. Non-Waiver. The failure of any Owner or Permittee to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner or Permittee may have under this Declaration or under applicable law, and shall not be deemed a waiver of any rights arising from any subsequent breach or default under any of such terms, covenants or conditions.

10. Severability. If any term or provision of this Declaration is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Declaration or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Governing Law. This Declaration, and all matters based on, relating to and/or arising out of this Declaration, shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to that state's conflict of laws provisions should such provisions require or permit the application of the laws of any jurisdiction other than Alabama.

*(signature page to follow)*

IN WITNESS WHEREOF, AH Alabaster, LLC, as Declarant, has caused this Declaration to be executed by and through its duly authorized representatives as of the Effective Date.

AH Alabaster, LLC,  
an Alabama limited liability company

By:

Name: Jordan Huffstetler

Title: Authorized Member

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jordan Huffsteter, whose name as Authorized Member of AH Alabaster, LLC, an Alabama 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 instrument, he, as such Authorized Member of AH Alabaster, LLC, an Alabama limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

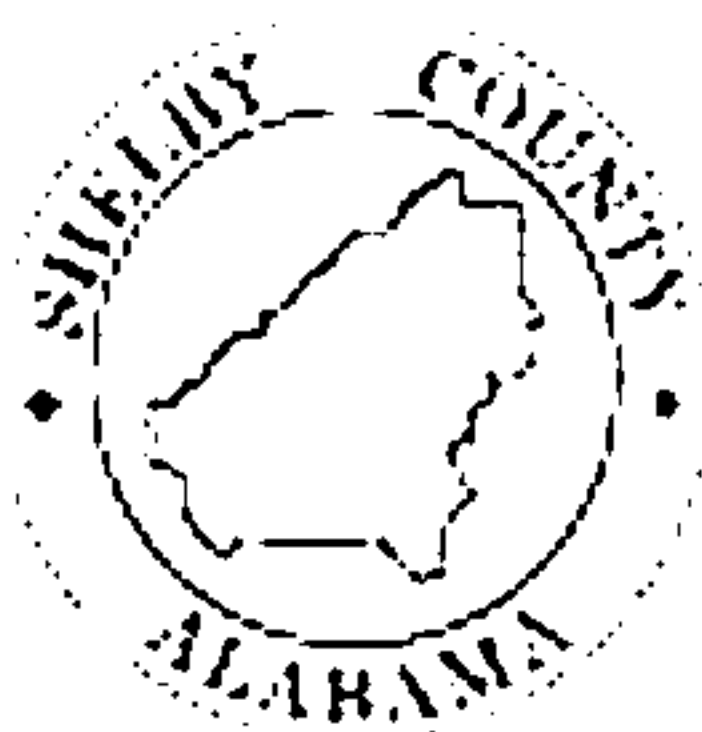
Given under my hand this 8<sup>th</sup> day of August, 2025.

[SEAL]

Sherman C Huffstetler  
NOTARY PUBLIC  
My Commission Expires: July 3, 2028

**EXHIBIT A**

Amended Map of a Resurvey of Lots 7, 8, 9, 10, 11, 36, 37, 38, 39 & 40, Block 3 Nickerson-Scott Survey and Vacated Alley, dated May 23, 2025, recorded as Instrument Number 20250605000172730 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/11/2025 09:04:49 AM  
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20250811000243240

*Allen S. Bayl*