

STATE OF ALABAMA

SHELBY COUNTY

WITNESSETH THIS AGREEMENT entered into this 31st day of January, 1991, by and between Shelby County, hereinafter referred to as "County" and Riverchase Baptist Church, a religious corporation, hereinafter referred to as "Church":

WHEREAS, Shelby County is the owner of certain easements used for the purpose of providing public roads for the traveling public, and

WHEREAS, the Church owns property adjacent to County Road 275, and

WHEREAS, Church has constructed a parking lot and driveway at said Church which partially encroaches upon the easement owned by Shelby County, Alabama, and

WHEREAS, Church has requested that County grant temporary permission for Church to leave its driveway, parking lot and associated improvements located on said right of way (to the extent heretofore constructed only):

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements contained herein, the parties agree, covenant and contract as follows:

1. County does hereby give temporary permission for Church to maintain its previously constructed driveway, parking lot and associated improvements partially on the easement for County Road 275 subject to the terms and conditions contained herein; the improvements heretofore constructed by said Church being located on the real property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein.

2. Church agrees that it will not make any further or additional construction, improvements or modifications of any type or character on any portion of County's easement other than those improvements already constructed as aforesaid.

3. Church agrees to indemnify, hold harmless, and defend County, and its agents, servants and employees, from and against all claims for damages, losses, and expenses in case a claim is made for bodily injury, death or property damage, including but not being limited to attorney fees for defending same. To further secure County, Church agrees that it will maintain general liability insurance coverage on said premises and said improvements in an amount equal to at least \$500,000.00 with County named as an additional named insured under said policy. Said policy shall include provisions that the same

cannot be cancelled by the issuing company without prior advance notice to County.

4. The permission granted hereby is temporary only and Church agrees that if for any reason Shelby County decides that it is in the best interest of County that this permission be terminated and that Church vacate that portion of highway right of way which it occupies as described herein, County shall have the right to so terminate same upon the giving of thirty (30) days written notice. In the event of termination by County of permission herein granted, Church agrees that it will vacate said premises and remove any and all improvements or modifications which it has placed on said easement, all within thirty (30) calendar days from receipt of written notice. The removal thereof shall be done in such manner as to cause no damage to said highway easement or any part thereof.

5. It is anticipated that the improvements described herein which have been placed on said easement by Church shall be removed on or before the completion of the final sanctuary, noted as Phase IV on the Master Plan, but in no event will the removal by Church of such improvements be more than two years from the date hereof. In the event the removal timetable herein established cannot be met by Church, County will have the right to extend the time for removal, at its sole option, for an additional reasonable period of time, all subject to the right of the County to terminate this permission at any time as otherwise provided herein.

ATTEST

Mary B. Pittman

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SHELBY COUNTY

BY *W. Paul Gentry*

Chairman, Shelby County Commission

RIVERCHASE BAPTIST CHURCH
TRUSTEES:

Patricia Ritchie

Patricia Ritchie

Curtis James

Curtis James

James P. Turner

James Turner

Charles E. Little

Charles Tittle

RIVERCHASE BAPTIST CHURCH
BUILDING COMMITTEE CHAIRMAN

L. Ray Estep

L. Ray Estep

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paul Yeager, in his capacity as Chairman of the Shelby County Commission, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of February, 1991.

Gloria M. Lucas
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that L. Ray Estep, in his capacity as Riverchase Baptist Church Building Committee Chairman, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 1991.

Elaine H. Turner
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Patricia Ritchie, in her capacity as Riverchase Baptist Church Trustee, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing agreement she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 1991.

Elaine H. Turner
Notary Public

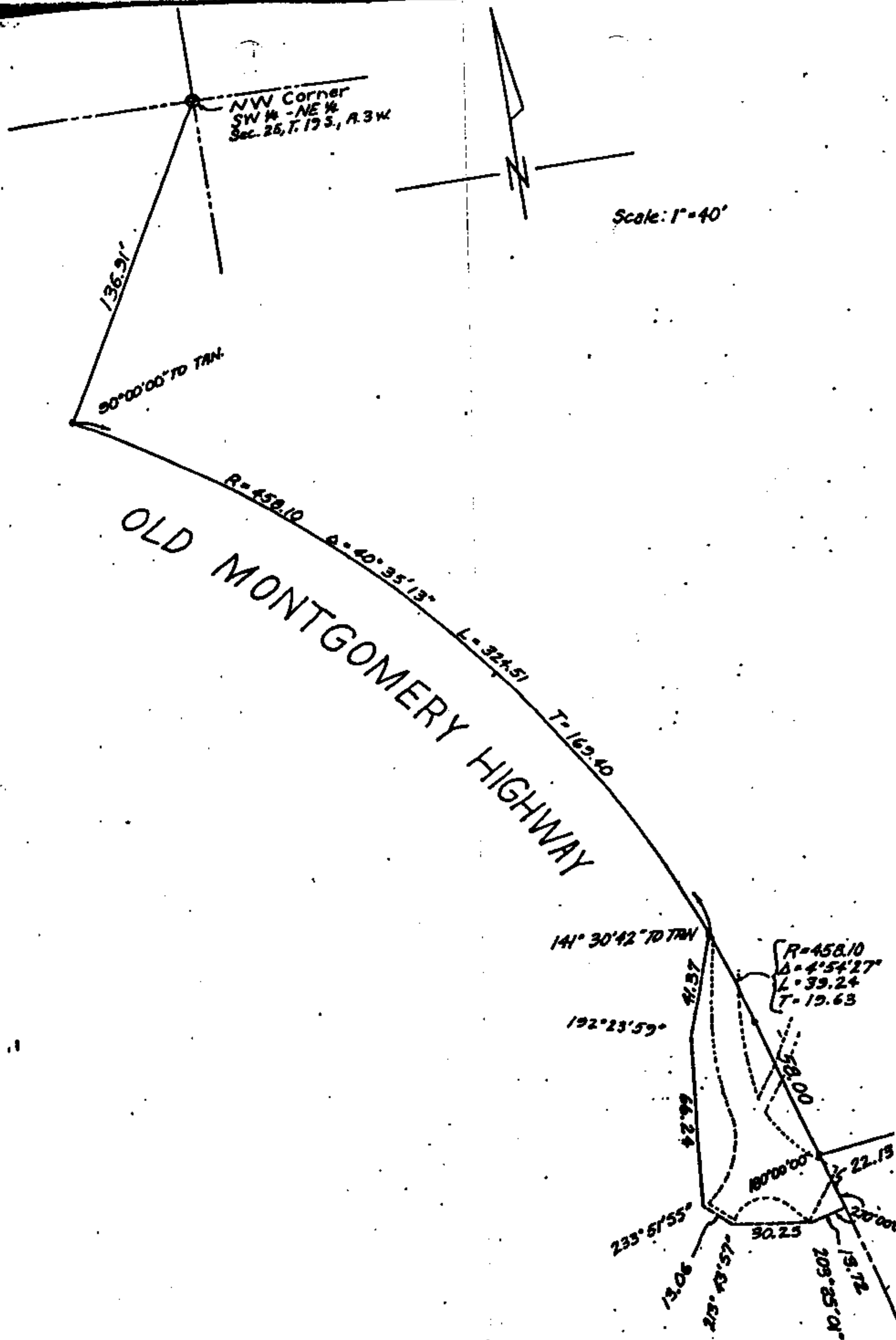
EXHIBIT "A"

Temporary

DESCRIPTION: permission for a driveway located in the southwest one-quarter of the northeast one-quarter of Section 25, Township 19 South, Range 3 West and within the right-of-way of Old Montgomery Highway, being more particularly described as follows:

Commence at the northwest corner of the southwest one-quarter of the northeast one-quarter of Section 25, Township 19 South, Range 3 West; thence run in a southwesterly direction for a distance of 136.91 feet along the westerly boundary line of the Riverchase Baptist Church Property on Lot 47 according to the Amended Map of Riverchase West, as recorded in Map Book 6, Page 100 in the Office of the Judge of Probate, Shelby County, Alabama, to a point on the northerly right-of-way line of Old Montgomery Highway, said point also being the point of commencement of a curve to the right, said curve having a radius of 458.10 feet, a central angle of 40 degrees 35 minutes 13 seconds and a tangent of 169.40 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds to the tangent of said curve and run in a southeasterly direction on said right-of-way line and along the arc of said curve for a distance of 324.51 feet to the point of beginning. From the point of beginning thus obtained thence turn an angle to the right of 38 degrees 29 minutes 18 seconds from the tangent of said curve and run in a southwesterly direction for a distance of 41.37 feet; thence turn an angle to the left of 12 degrees 23 minutes 59 seconds and run in a southwesterly direction for a distance of 66.24 feet; thence turn an angle to the left of 53 degrees 51 minutes 55 seconds and run in a southeasterly direction for a distance of 13.06 feet; thence turn an angle to the left of 33 degrees 43 minutes 57 seconds and run in a southeasterly direction for a distance of 30.25 feet; thence turn an angle to the left of 23 degrees 35 minutes 01 seconds and run in a northeasterly direction for a distance of 13.72 feet to a point on the right-of-way line of Old Montgomery Highway; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction along said right-of-way line for a distance of 22.13 feet to the southwestern corner of said Lot 47; thence continue along the last described course for a distance of 58.00 feet to the point of commencement of a curve to the left, said curve having a radius of 458.10 feet, a central angle of 4 degrees 54 minutes 27 seconds and a tangent of 19.63 feet; thence turn an angle of 00 degrees 00 minutes 00 seconds to the tangent of said curve and run along the arc of said curve in a northwesterly direction for a distance of 39.24 feet to the point of beginning.

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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Curtis James, in his capacity as Riverchase Baptist Church Trustee, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 1991.

Elaine H. Turner
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Turner, in his capacity as Riverchase Baptist Church Trustee, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 1991.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS Elaine H. Turner
INSTRUMENT WAS FILED Notary Public

91 FEB 18 AM 11:16

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Tittle, in his capacity as Riverchase Baptist Church Trustee, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 1991.

Elaine H. Turner
Notary Public

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