

**STATE OF ALABAMA
SHELBY COUNTY**

EASEMENT

THIS Agreement is made by and between FIRST BAPTIST CHURCH OF PELHAM and COUNTRY SQUARE PARTNERSHIP, INC. as follows:

1. **WHEREAS**, First Baptist Church of Pelham owns certain real property and more particularly described as follows:

A parcel of land in the N.W. 1/4 of the N.W. 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

A right-of-way for ingress, egress and utilities, 20 feet wide, Ten feet on each side of the following described centerline;
Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama;
Thence run South along the East 1/4-1/4 line 421.59 feet to the centerline of the CSX Railroad;
Thence turn Left 25 deg. 06 min. 32 sec. and run Southeast 248.32 feet along centerline;
Thence turn Left 100 deg. 52 min. 15 sec. and run Northeast 215.67 feet;
Thence turn Right 88 deg. 30 min. 57 sec. and run Southeast 238.95 feet;
Thence turn Left 89 deg. 07 min. 22 sec. and run Northeast 10.57 feet to the POINT OF BEGINNING of said centerline;
Thence turn Right 108 deg. 55 min. 49 sec. and run Southeast 116.00 feet to the North right-of-way of Shelby Co. Hwy. #52 and the END of said centerline.

NOW, THEREFORE, in consideration of One and No/100ths Dollars (\$1.00) and other good and satisfactory consideration, First Baptist Church of Pelham does hereby convey to Country Square Partnership, Inc. the following non-exclusive easement within the bounds as described above upon certain covenants being performed by Country Square Partnership, Inc. on this date and in the future or by its heirs, successors, and assigns in title.

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08/21/1998-32453
08:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005-ERN 18.50

Inst # 1998-32453

THAT in consideration of First Baptist Church of Pelham conveying to Country Square Partnership, Inc. a non-exclusive easement in the above described property, Country Square Partnership, Inc. agrees to the following terms and conditions:

2. THAT First Baptist Church of Pelham and Country Square Partnership, Inc., its heirs, successors and assigns agree that they shall equally maintain the roadway described in Paragraph 1 of this Agreement by keeping its surface in a safe and functional condition for the use and benefit by all the guests, invitees, lessee, lessees, or owners of property that adjoins the roadway. That such expense to maintain the roadway shall be divided equally between First Baptist Church of Pelham and Country Square Partnership, Inc. or their respective heirs, successors and assigns in title.

3. THAT Country Square Partnership, Inc., its heirs, successors and assigns, shall have non-exclusive use of the roadway easement for the purpose of ingress, egress and utilities to the property described in Paragraph 1.

4. THAT this easement shall be perpetual and shall be recorded in the Probate Office of Shelby County, Alabama, and the recording costs shall be divided equally between the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this the ____ day of July, 1998.

FIRST BAPTIST CHURCH OF PELHAM

By Its Board of Trustees:

By: Willie Mae Dennis
Willie Mae Dennis, Chairman

Lewis Leverett
Lewis Leverett, Trustee

Edgar Meacham
Edgar Meacham, Trustee

Willard Payne
Willard Payne, Trustee

Eugene C. Evans
Eugene C. Evans, Trustee

COUNTRY SQUARE PARTNERSHIP, INC.

By: Jack L. Shelton
Jack Shelton, President

Michael E. Shaw

Dr. Michael E. Shaw, Pastor

STATE OF ALABAMA)
_____ COUNTY)

Willie Mae Dennis

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Willie Mae Dennis, who being first duly sworn, makes oath that she has read the foregoing Easement Agreement, and knows the contents thereof, and that she is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30th day of July, 1998.

Margaret D. Weaver

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

STATE OF ALABAMA)
_____ COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jack Shelton, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 31 day of July, 1998.

[Signature]

NOTARY PUBLIC

My Commission Expires: 2-25-2001

STATE OF ALABAMA)
_____ COUNTY)

Lewis C. Leverett Jr

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lewis Leverett, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30 day of July, 1998.

Margaret D. Weaver

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

STATE OF ALABAMA)
_____ COUNTY)

Edgar Meacham

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Edgar Meacham, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30th day of July, 1998.

Margaret D. Weaver

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

STATE OF ALABAMA)
_____ COUNTY)

Willard C. Payne

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Willard Payne, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30 day of July, 1998.

Margaret D. Weaver

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

STATE OF ALABAMA)
_____ COUNTY)

Eugene C. Evans

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Eugene C. Evans, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30th day of July, 1998.

Margaret D. Weaver
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

STATE OF ALABAMA)
_____ COUNTY)

Michael E. Shaw

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dr. Michael E. Shaw, who being first duly sworn, makes oath that he has read the foregoing Easement Agreement, and knows the contents thereof, and that he is informed and believes, and upon such information and belief, voluntarily executes same.

Subscribed and sworn to before me this the 30th day of July, 1998.

Margaret D. Weaver
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES DEC. 7, 1999

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