

EASEMENT

This Indenture is given this the 22nd day of JUNE, 2004 by **David Engel and Joanne Engel** (collectively "Grantor") to **Oak Mountain Presbyterian Church**, an Alabama non-profit corporation ("Grantee").

WHEREAS, the Grantor is seized in fee simple of certain real property located in Shelby County, Alabama; and

WHEREAS, the Grantee is seized in fee simple of certain real property located in Shelby County, Alabama; and

WHEREAS, Grantor's and Grantee's properties are contiguous and Grantee is developing a portion of its property; and

WHEREAS, a small portion of the real property owned by the Grantor is within the grading and landscaping plan of the property owned by Grantee; and

WHEREAS, it is the desire of the parties to provide an Easement on Grantor's property to Grantee for Grantee to have proper access and to develop its property.

NOW, THEREFORE, in consideration of \$1.00 and additional consideration recited below, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant the following Easement:

1. The Grantor grants an Easement to Grantee for grading and landscaping, and for any other lawful purpose related thereto, on the subject property.

2. The real property owned by Grantor over which this Easement is provided and given is shown on Exhibit "A" attached hereto. It is the cross-hatched area on the inside radius of the entrance to Grantee's property from U.S. Highway 119, approximately described, more or less, as:

Begin at the southeast corner of the Engel tract and run north along the right of way of state road 119 for 60'; thence turn 30 degrees and run southwesterly for a distance of 55'; thence turn 60 degrees and run southwesterly for 30' more or less to the point of beginning.

The Easement shall be the area actually graded and landscaped.

3. As additional consideration for the forgoing Easement, Grantee agrees to pave a parking area on part of Grantor's property as more or less shown as the striped area on Exhibit "A" attached hereto and being in size approximately large enough to park three (3) automobiles.

4. The Grantee shall be responsible for all maintenance of the Easement.

5. The Grantor shall be responsible for all maintenance of the paved parking area.

6. Each party shall assume his, her or its individual risk of loss, damage or destruction to personal property or any liability to any person or persons that may occur on or within the Easement and which resulted from, or was alleged to have resulted from, any act or action by a prospective party hereto. This shall in no way diminish the responsibility for any third person who shall cause any injury to property or damage to person.

7. The Grantor shall pay property taxes that may be assessed on the real property underlying the Easement herein granted.

8. The Grantor acknowledges he is the lawful fee simple owner of the property underlying the Easement. By granting the Easement, he specifically reserves all legal rights in said property to himself and the granting of the Easement does not establish any legal right or title to the said underlying real property, except as provided in this Easement and the Grantee accepts the Easement on the

condition that it make no possessory or adverse possession claim to the underlying title and that the granted Easement is only for the purposes herein stated.


9. This Easement shall be subject to any restrictions or covenants of record which may exist as a encumbrance on the underlying real property.

10. This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, including any future owner or owners of the respective underlying real property for which the within Easement is granted.


WITNESS OUR HANDS AND SEALS on the date first above written.

GRANTOR:


DAVID ENGEL


JOANNE ENGEL


GRANTEE:


OAK MOUNTAIN PRESBYTERIAN CHURCH
AN ALABAMA NON-PROFIT CORPORATION
BY: L.M. SCRUGGS
ITS: PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that **DAVID ENGEL** and **JOANNE ENGEL**, whose names are signed to the forgoing Easement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, they executed the same voluntarily on the day the same bears date.

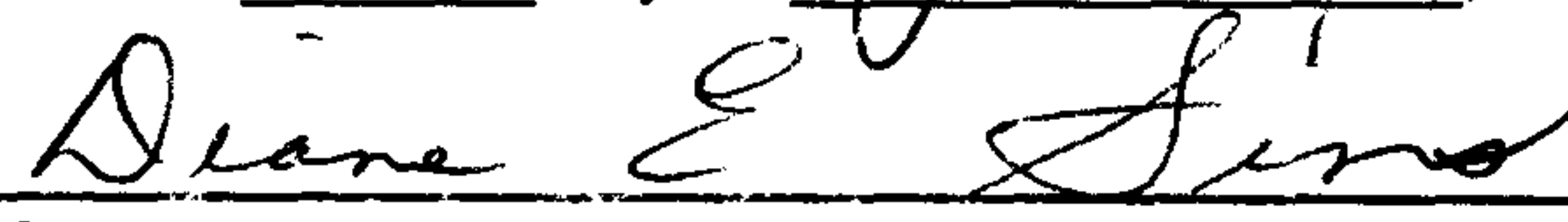
Given under my hand and official seal this the 22nd day of June, 2004.


Notary Public
Commission Expires: July 13, 2006

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that **L.M. SCRUGGS as president of Oak Mountain Presbyterian Church**, an Alabama non-profit corporation, with full authority, signed the forgoing Easement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, he executed the same voluntarily as such officer on the day the same bears date.

Given under my hand and official seal this the 22 day of June, 2004.


Notary Public
Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 11, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

