

This Instrument Prepared By: Joseph G. Stewart BURR & FORMAN LLP Suite 3100, Wachovia Tower 420 North 20th Street Birmingham, Alabama 35203

STATE OF ALABAMA
SHELBY COUNTY

TERMINATION OF EASEMENT AGREEMENT

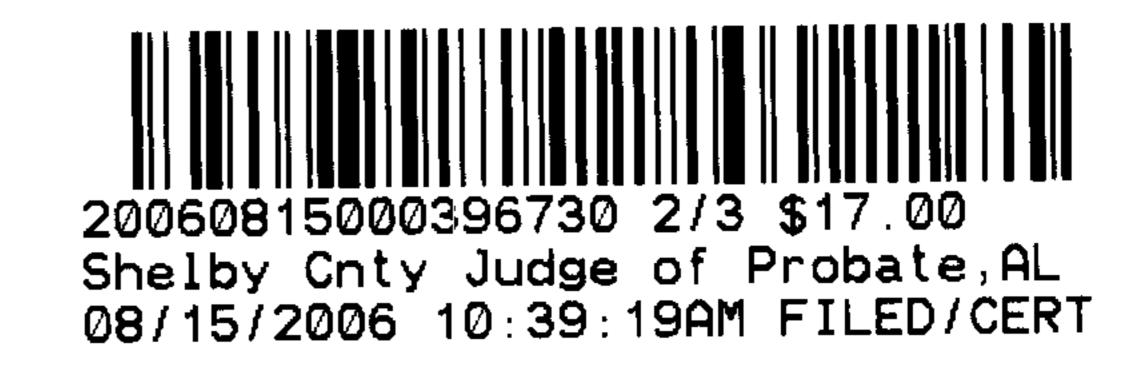
THIS TERMINATION OF EASEMENT AGREEMENT (this "Agreement") made and entered into as of the 8 day of haust, 2006, by and between MORNINGSTAR UNITED METHODIST CHURCH, INC. ("Morningstar") and CHELSEA STATION, LLC ("Chelsea").

RECITALS

Reference is hereby made to that certain Easement Agreement dated as of September 15, 1998, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, Instrument 1998-36462 (the "Easement Agreement"). Morningstar is the owner of the real property more particularly described in Exhibit "A" to the Easement Agreement, and Chelsea is the present owner of the real property more particularly described in Exhibit "B" to the Easement Agreement. The parties hereto, as the sole parties in interest under the Easement Agreement and the sole owners and holders of the real property encumbered thereby, now desire fully and irrevocably to terminate the Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby declare and agree that the Easement Agreement and all easements, rights, privileges, benefits and burdens established thereby are hereby fully and irrevocably cancelled and terminated, effective as of the date of this Agreement. In furtherance of said termination, (i) Morningstar does hereby remise, release and quitclaim to Chelsea any and all right, title and interest of Morningstar arising under the Easement Agreement in and to the real property of Chelsea described in Exhibit "B" to the Easement Agreement, and (ii) Chelsea does hereby remise, release and quitclaim to Morningstar any and all right, title and interest of Chelsea arising under the Easement Agreement in and to the real property of Morningstar described in Exhibit "A" to the Easement Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and delivered under seal as of the day and year first above written.

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	MORNINGSTAR:
	MORNINGSTAR UNITED METHODIST CHURCH, INC. By: Print Name: Chris Somes Title: Trusdees Charperson
	CHELSEA:
	CHELSEA STATION, LLC
	By: MANAGER Title: MANAGER
STATE OF ALABAMA) COUNTY OF SHELBY)	
I, the undersigned Notary Public in and for said County, in said State, hereby certify that thris some, whose name as the Chair Chair of Morningstar United Methodist Church, Inc., a corporation, 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 the Chair County and with full authority, executed the same voluntarily for and as the act of said corporation.	
	About 1, 2006. Motary Public My Commission Expires:
	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION ENGINES: And 37, 7009 BONDED THRU NOTARY PORDS OF COMMINGENESS.

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20060815000396730 3/3 \$17.00 Shelby Cnty Judge of Probate, AL 08/15/2006 10:39:19AM FILED/CERT

STATE OF ALABAMA) COUNTY OF SHELBY)

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Denney E. Barrow, whose name as Manager of Chelsea Station, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 14th day of August, 2006.

Notary Public

My Commission Expires:

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