



This Instrument Prepared By:  
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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<sup>th</sup> day of August, 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.

*Burr Form*

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.

**MORNINGSTAR:**

MORNINGSTAR UNITED  
METHODIST CHURCH, INC.

By: Chris Jones  
Print Name: Chris Jones  
Title: Trustee Chairperson

**CHELSEA:**

CHELSEA STATION, LLC

By: Donney Barrow  
Print Name: DONNEY BARROW  
Title: MANAGER

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Chris Jones, whose name as Trustee Chairperson, 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 Trustee Chairperson and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 8<sup>th</sup> day of August, 2006.

Donnie J. Calamusca  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: 11/01/2009  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



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    )

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 14<sup>th</sup> day of August, 2006.

Alecia H. Ray  
Notary Public  
My Commission Expires: 3/19/08

NOTARY PUBLIC, ALABAMA  
COMMISSION EXPIRES: Mar 19, 2008  
ALECIA H. RAY, NOTARY PUBLIC UNDERWRITER