

STATE OF ALABAMA )

SHELBY COUNTY )

## EASEMENT AGREEMENT FOR INGRESS AND EGRESS

**THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS** (the "Agreement") is entered into and made effective this 14<sup>th</sup> day of November, 2006, between **Corinthian Lodge #462, Free and Accepted Masons of Alabama, a chartered subordinate lodge working under the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Alabama, a Section 501 (c)(10) organization** ("Grantor") and **The Young Men's Christian Association of Birmingham** ("Grantee").

### WITNESSETH

WHEREAS, the Grantee has acquired from Grantor simultaneously herewith, that certain property (the "Property"), which Property is described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Grantor is the owner of property contiguous to the Property legally described on **Exhibit "B"** attached hereto and incorporated herein by reference ("Grantor Property"); and

WHEREAS, Grantor has agreed to grant unto Grantee and others, a perpetual easement for the purpose of ingress and egress over, through and across a portion of the Grantor Property which is more fully described on **Exhibit "C"** (the "Easement Property") attached hereto and incorporated by reference;

NOW, THEREFORE, for and in consideration of the Premises and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor and Grantee do hereby covenant and agree as follows:

1. Grantor hereby grants, bargains, sells and conveys to Grantee and its tenants, licensees, invitees, agents, and employees an easement for vehicular and pedestrian traffic on, over and across the Easement Property for the purpose of ingress and egress to and from the Grantee's Property.

2. Grantor agrees to maintain the Easement Property in good condition and repair and to keep the Easement Property open and accessible at all times. Grantor will take no action to block, impede or restrict Grantee's access to the Easement Property or use thereof. Grantor further agrees not to use the surface of the Easement Property in a manner which adversely affects Grantee's use of the Easement Property for the purposes granted in this Agreement.

3. All of the covenants, agreements and restrictions herein are intended to be covenants running with the Property and a burden on the Easement Property and shall benefit each



successive owner of the Property and burden the Easement Property on the terms, conditions and provisions set forth herein.

4. This Agreement is binding on the parties hereto and their respective heirs, successors and assigns.

5. If either party shall fail to perform under a breach any of the provisions of this Agreement, then the other party shall have the right under written notice to the defaulting party in addition to all remedies to which it is entitled by law to proceed to make such payment or take such action as shall be reasonably necessary to cure default all in the name of and for the account of the defaulting party. The defaulting party shall on demand reimburse the other party paying such sum or taking such action to the monies actually expended by it and its reasonable attorney's fees and court costs together with any and all penalties or fines, if any arising, from such default with interest at the legal rate permitted by law from the date of demand until the date of payment

6. This agreement may be modified only by instrument in writing signed by the parties hereto and filed of record in the probate office of Shelby County, Alabama.

7. Each party to this Agreement agrees to hold harmless and indemnify the other party from and against any liability, claims, damages or obligations, including without limitation, costs and attorney's fees incurred by the other party arising from a breach of that party's obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement for Ingress and Egress on the day and year first written above.

**[Signature Pages Follow]**

GRANTOR:

20061116000561220 3/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/16/2006 11:46:59AM FILED/CERT

**Corinthian Lodge #462, Free and Accepted  
Masons of Alabama, a chartered subordinate  
lodge working under the Most Worshipful  
Grand Lodge of Free and Accepted Masons of  
the State of Alabama, a Section 501 (c)(10)  
organization**

By: [Signature]  
Name: Douglas R. Gans  
Its: Worshipful Master

By: [Signature]  
Name: Gerald M. Mason  
Its: Senior Warden

By: [Signature]  
Name: David Tubbs  
Its: Junior Warden

By: [Signature]  
Name: Roy C. Smith, Jr.  
Its: Immediate Past Master

STATE OF ALABAMA  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas R. Gans whose name as the Worshipful Master of **Corinthian Lodge #462, Free and Accepted Masons of Alabama, a chartered subordinate lodge working under the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Alabama, a Section 501 (c)(10) organization**, 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 the instrument, he, as such Worshipful Master and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand this 10th day of Nov., 2006.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES MAY 17, 2010**



STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald M. Mason whose name as the Senior Warden of **Corinthian Lodge #462, Free and Accepted Masons of Alabama, a chartered subordinate lodge working under the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Alabama, a Section 501 (c)(10) organization**, 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 the instrument, he, as such Senior Warden and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand this 10th day of Nov., 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES MAY 17, 2010**

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Tubbs whose name as the Junior Warden of **Corinthian Lodge #462, Free and Accepted Masons of Alabama, a chartered subordinate lodge working under the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Alabama, a Section 501 (c)(10) organization**, 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 the instrument, he, as such Junior Warden and with full authority, executed the same voluntarily for and as the act of said organization.


Given under my hand this 12th day of Nov., 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES MAY 17, 2010**

STATE OF ALABAMA )  
COUNTY OF shelby )

  
20061116000561220 5/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/16/2006 11:46:59AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy C. Smith, Jr. whose name as the Immediate Past Master of **Corinthian Lodge #462, Free and Accepted Masons of Alabama, a chartered subordinate lodge working under the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Alabama, a Section 501 (c)(10) organization**, 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 the instrument, he, as such Immediate Past Master and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand this 10th day of Nov., 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES MAY 17, 2010**

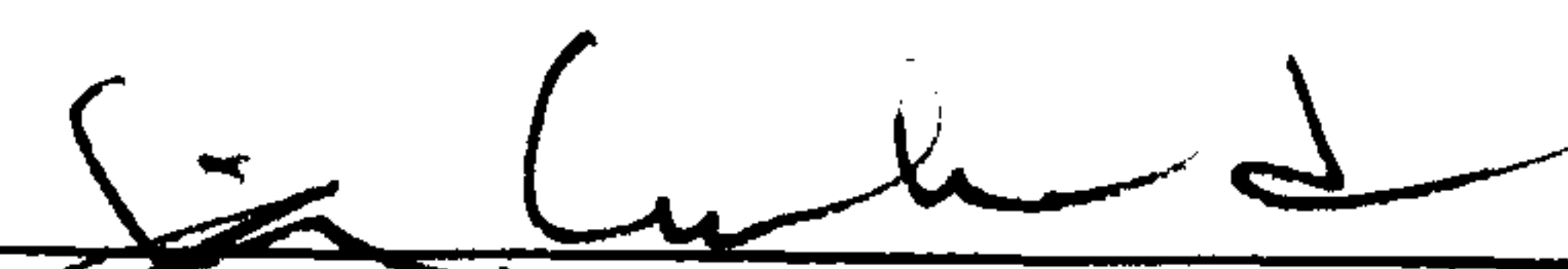
**MY COMMISSION EXPIRES MAY 17, 2010**



20061116000561220 6/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/16/2006 11:46:59AM FILED/CERT

GRANTEE:

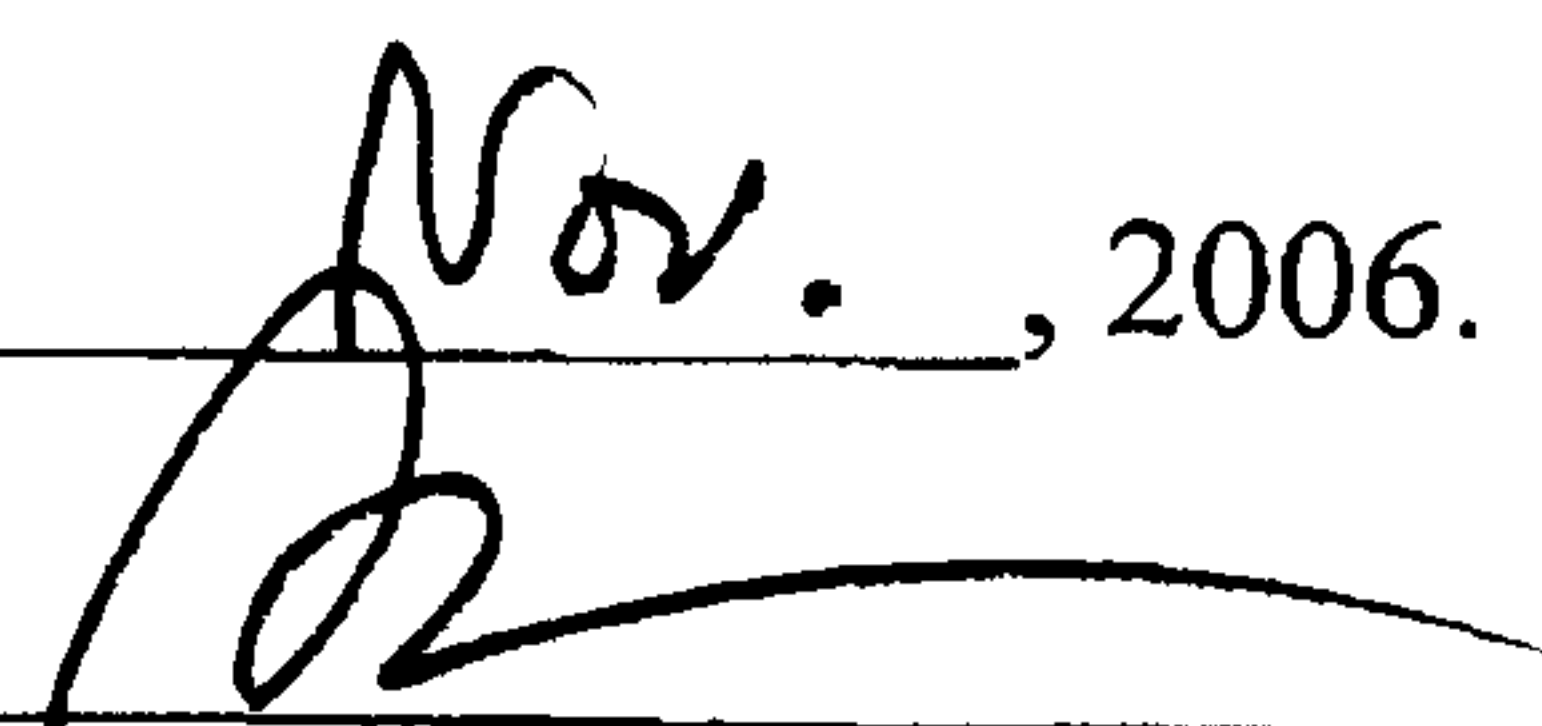
**The Young Men's Christian Association of Birmingham**

By:   
Name: Jim Lombard  
Its: President/CEO

STATE OF ALABAMA     )  
COUNTY OF Jefferson     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jim Lombard** whose name as the **President/CEO** of **The Young Men's Christian Association of Birmingham**, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 14th day of Nov., 2006.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES MAY 17, 2010**

This Instrument Prepared by:  
Steven A. Brickman  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
(295) 930-5171

20061116000561220 7/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/16/2006 11:46:59AM FILED/CERT

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

Lot 1, according to the Survey of YMCA Subdivision as recorded in Map Book 37, page 115, in the Probate Office of Shelby County, Alabama.



20061116000561220 8/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/16/2006 11:46:59AM FILED/CERT

## **EXHIBIT "B"**

### **PROPERTY DESCRIPTION**

Lot 2, according to the Survey of YMCA Subdivision as recorded in Map Book 37, page 115, in the Probate Office of Shelby County, Alabama.



20061116000561220 9/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT "C"

### PROPERTY DESCRIPTION

Commence at a ½ inch capped rebar set at the NW corner of said SW ¼ of Section 11; thence run South 89 degrees 59 minutes 46 seconds East and along the North boundary of said ¼ section 688.44 feet; thence run South 46 degrees 38 minutes 11 seconds east 1002.77 feet; thence run South 7 degrees 54 minutes 34 seconds West 563.74 feet; thence run South 64 degrees, 27 minutes 59 seconds West 54.72 feet to the POINT OF BEGINNING; thence run southwestwardly along a curve to the left, said curve having a radius of 50 feet, a chord distance of 30.71 feet to a PK Nail set; thence run North 88 degrees 55 minutes 19 seconds West 203.40 feet to a chiseled mark in a concrete curb; thence run North 33 degrees 45 minutes 56 seconds West 36.55 feet; thence run South 89 degrees 10 minutes 38 seconds East 230.83 feet to the POINT OF BEGINNING.