

Termination of Easement

Document Number

Document Title



20070327000138600 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
03/27/2007 04:34:55PM FILED/CERT

TERMINATION OF EASEMENT

This Termination of Easement Agreement (the "Agreement") is made as of this \_\_\_\_ day of March, 2007 by and between CONTINENTAL 120 FUND LLC, a Wisconsin limited liability company ("Grantee") and THE CHURCH AT BROOK HILLS, an Alabama non-profit corporation ("Grantor").

WHEREAS, Grantor owns certain real property situated in the City of Birmingham, Shelby County, Alabama ("Grantor's Property"), which real property includes the area subject to the Temporary Construction and Grading Easement set forth below; and

WHEREAS, Grantor granted to Grantee the Temporary Construction and Grading Easement dated November 15, 2005 and filed for record on November 16, 2005 as Document No. 20051116000598460 in the records of Shelby County, Alabama (the "Easement"); and

WHEREAS, pursuant to Section 1(ii) of the Easement, Grantee has determined that the Easement is no longer necessary and hereby gives Grantor notice of Grantee's desire to terminate said Easement.

NOW, THEREFORE, in consideration of one and no/100 dollars (\$1.00), the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERMINATION OF EASEMENT. Grantor and Grantee hereby terminate all right, title and interest in the Easement.
2. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.
3. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.
4. RECORDING. This Agreement shall be recorded in the records of Shelby County, Alabama.

SEPARATE SIGNATURE PAGE TO FOLLOW

Recording Area

Name and Return Address

Legal Department  
Continental Properties Company, Inc.  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed the Agreement as of the day and year first above written.

CONTINENTAL 120 FUND LLC, a Wisconsin limited liability company


By: CONTINENTAL PROPERTIES COMPANY, INC.,  
a Wisconsin corporation, its Manager

By: Thomas J. Keenan  
Thomas J. Keenan, Executive Vice President and Treasurer JAG

By: Paul R. Seifert  
Paul R. Seifert, Vice President & Secretary JRE

THE CHURCH AT BROOK HILLS  
an Alabama non-profit corporation

By: Lucy Branch  
Name: The Church at Brook Hills  
Its: Executive Pastor

  
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ACKNOWLEDGMENTS

STATE OF WISCONSIN )  
 ) SS.  
Waukesha COUNTY )

Personally came before me this 12<sup>th</sup> day of March, 2007, the above named Thomas J. Keenan and Paul R. Seifert, the Executive Vice President and Vice President of Continental Properties Company, Inc., Manager of Continental 120 Fund LLC, to me known to be such officers and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Sandra L. Smallish  
Notary Public, State of Wisconsin  
My Commission Expires: 6/3/07



STATE OF Alabama )  
 ) SS.  
Shelby COUNTY )

Personally came before me this 15<sup>th</sup> day of March, 2007 the above named Larry Herndon, Executive Pastor of THE CHURCH AT BROOK HILLS, an Alabama non-profit corporation, to me known to be such and acknowledged that he executed the foregoing instrument as the deed of said municipality, by its authority.

Donna D. Coleman  
Notary Public, Shelby County, Alabama  
My Commission Expires: MY COMMISSION EXPIRES: Oct 17, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Document Drafted By:  
Joshua Gunn  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051