

*Value not less than \$500*

STATE OF ALABAMA       )  
                                      )  
COUNTY OF SHELBY       )

**RECIPROCAL EASEMENT FOR JOINT ACCESS AND PARKING**

This Reciprocal Easement for Joint Access and Parking (this "Easement"), made and entered into as of May 12, 2016, is by and between **First United Methodist of Alabaster, Inc. ("FUMC")** and **M. E. Buckelew, LLC**, an Alabama limited liability company ("**Buckelew**").

**WITNESSETH:**

WHEREAS, **FUMC**, as the owner of Lots 1, 2 and 3 according to the Survey of First United Methodist Church Addition to Alabaster, as recorded in Map Book 42, Page 27, in the Probate Office of Shelby County, Alabama (the "Probate Office"), has conveyed Lots 1 and 3, as recorded in Map Book 42, Page 27, in the Probate Office to **Buckelew**; and

WHEREAS, the parties acknowledge that it is necessary that the owners of Lots 1, 2, and 3 have, for themselves, their customers, visitors and their vehicles, access to and the right to travel throughout all areas of Lots 1, 2, and 3 that are not occupied by building structures (the "Shopping Center Property"), such right to include the right to park their automobiles in designated spaces; hence this Easement.


NOW, THEREFORE, in consideration of the above recitals, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged hereby, **FUMC** and **Buckelew** hereby covenant and agree as follows:

1. **FUMC** grants and conveys to **Buckelew**, its successors and assigns, a perpetual non-exclusive reciprocal easement for access to, and parking on, all areas of Lot 2 not occupied by a building structure; and **Buckelew** grants and conveys to **FUMC**, its successors and assigns, a perpetual non-exclusive reciprocal easement for access to, and parking on, all areas of Lots 1 and 3 not occupied by a building structure. Each party shall have the right and duty to discourage abuses of the access and parking privileges hereby granted and conduct that are inconsistent with public safety and security.

2. The Management of the Shopping Center Property shall be by a contractor selected by **Buckelew** and approved by **FUMC**, which approval will not be unreasonably withheld or delayed, and Shannon Waltchack (the "Property Manager") has been selected by **Buckelew**, with common expenses, including but not limited to (A) Exterior Cleaning: sweeping all paving, walk ways and other areas used in common; (B) Fire Protection; (C) Utility Charges: water, sewer, gas, exterior lighting, electrical repairs and bulb replacement; (D) Landscaping: grass cutting, trimming and other needs so that exterior of the property shall look well maintained; (E) Pavement Repairs: repairs to the paving, sealcoating of the parking lots, striping and any drainage repairs; (F) Garbage Collection; and (G) Cleaning and repair of awnings.

3. Property taxes, hazard insurance, roof repairs and replacement, and the maintenance of the walkway from **FUMC** across the Shopping Center Property are not considered common area items and costs associated with them are not shared by the parties.

4. The common area maintenance charges identified above shall be shared 71.00% by **FUMC** and 29.00% by **Buckelew**, with **Buckelew** advancing and paying all charges and billing **FUMC** on a monthly basis for **FUMC**'s share. Any invoices to **FUMC** will be supported by invoices which **Buckelew** will furnish to **FUMC**. **FUMC** will remit payment within ten (10) days of receipt of the invoices.

  
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Shelby Cnty Judge of Probate, AL  
05/19/2016 01:18:44 PM FILED/CERT

Shelby County, AL 05/19/2016  
State of Alabama  
Deed Tax: \$.50

5. Each party shall obtain and keep in force liability insurance in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) with the other party named as an additional insured.

6. **FUMC** shall have the priority right to use the electronic portion of the outdoor sign (the "Sign") located in the common area portion of Lot 1. The maintenance and upkeep of the Sign shall be a common area expense.

7. This Easement shall run with the land and will be binding on, and beneficial to, the successors and assigns of the parties hereto.

8. All notices under this Easement shall be given to the parties at the addresses under the signatures of the parties hereto. Either party, by written notice to the other, may change its notice address.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

**FIRST UNITED METHODIST OF ALABASTER,  
INC.**

By: 

**Billy Neil Peterson**

**As its Elected Designated Signatory**

**10903 AL-11**

**Alabaster, AL 35007**

**M. E. BUCKELEW, LLC, an Alabama limited liability  
company**

By: 

**Elbert J. Buckelew, Manager and Sole Member**

**P.O. Box 465**

**Chelsea, AL 35043**



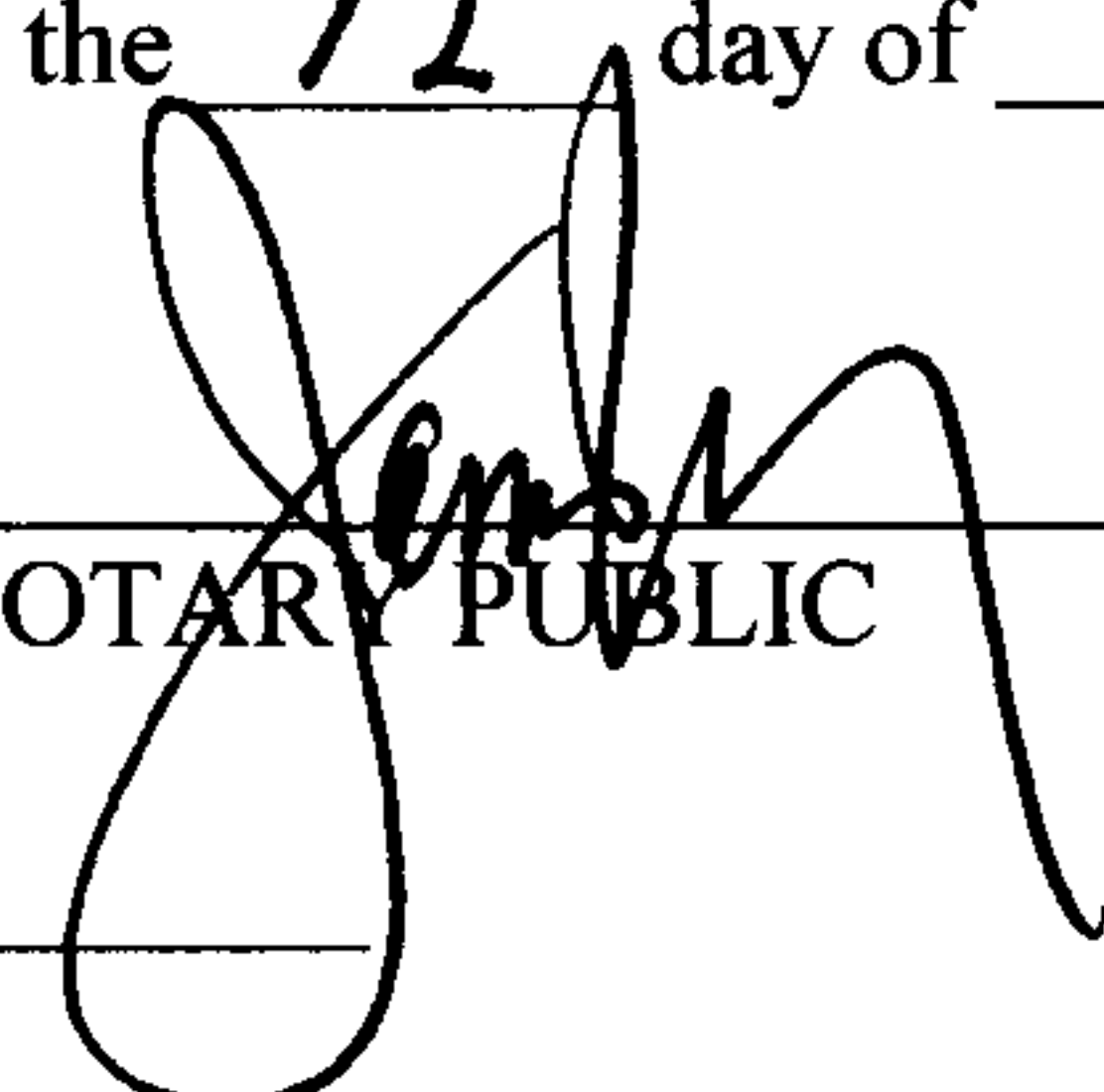
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STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy Neil Peterson, whose name as Elected Designated Signatory of First United Methodist of Alabaster, Inc., 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, in his capacity as such Elected Designated Signatory and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 12<sup>th</sup> day of May, 2016.

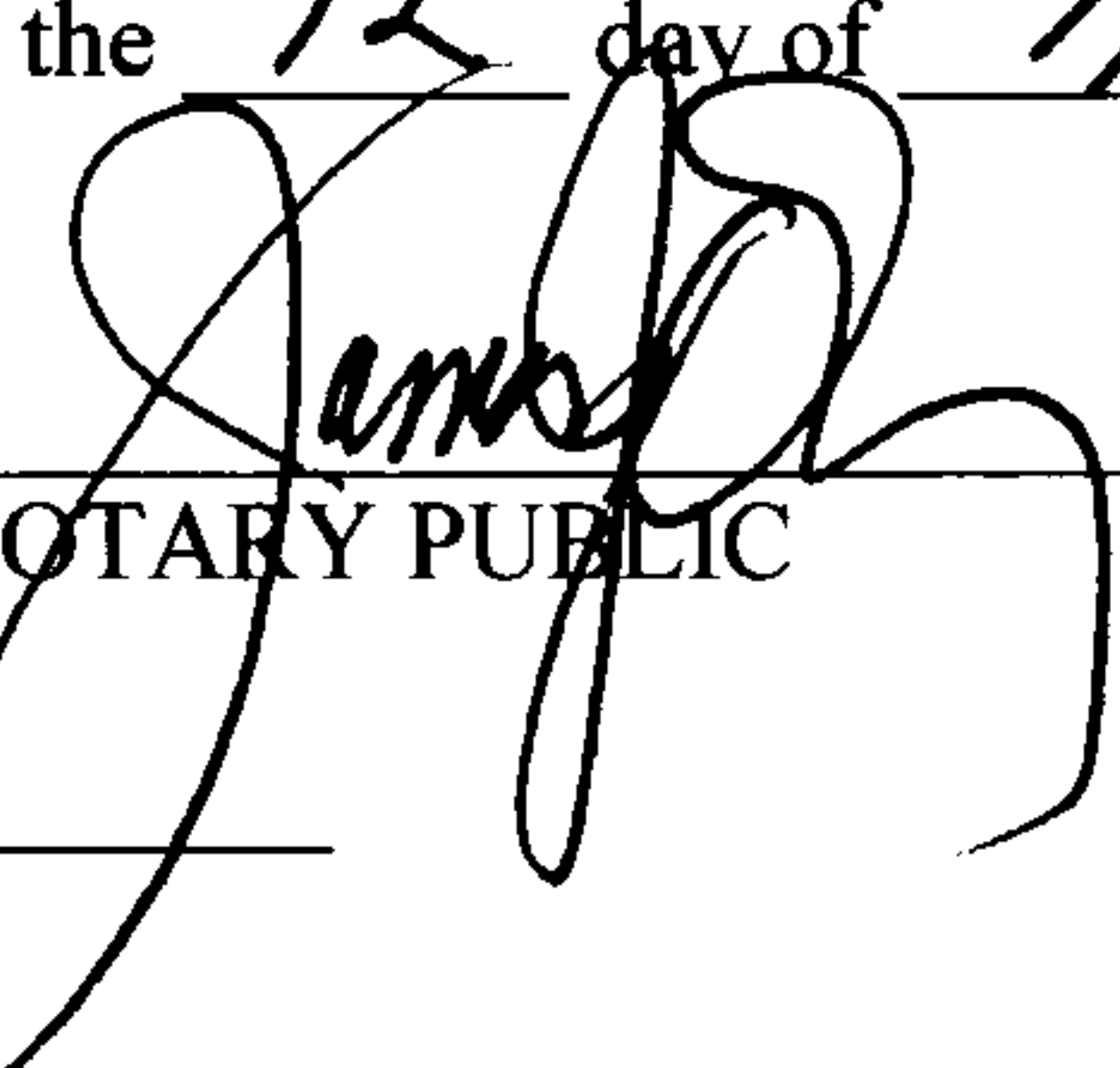
  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 7/14/2019


STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elbert J. Buckelew, whose name as Manager and Sole Member of M. E. BUCKELEW, LLC, 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, in his capacity as such Manager and Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 12<sup>th</sup> day of May, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 7/14/2019

  
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