

\$500.00

STATE OF ALABAMA)
)
SHELBY COUNTY)

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made and entered into this 27th day of June, 2017, by and between **CHRIST COMMUNITY CHURCH, P.C.A.**, an Alabama non-profit corporation ("Grantor") and **M.U.T. INVESTMENTS, LLC**, an Alabama limited liability company ("Grantee"). (Grantor and Grantee are sometimes hereinafter collectively referred to as the "Parties" or, individually, as a "Party" where appropriate or the context requires).

WITNESSETH:

WHEREAS, Grantor has acquired from Grantee certain real property situated in Shelby County, Alabama, more particularly described on *Exhibit A* attached hereto (the "Church Property"); and

WHEREAS, Grantee is desirous of retaining non-exclusive access across a portion of the Church Property for the purpose of the use and maintenance of a private drive (the "Private Drive") for the benefit of certain real property situated in Shelby County, Alabama, more particularly described on *Exhibit B* attached hereto (the "M.U.T. Property"); and

WHEREAS, Grantor is desirous of retaining non-exclusive access across the Private Drive for the benefit of the Church Property;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby acknowledge, agree, and declare as follows:

1. **Access Easement.** Grantor does hereby assign and convey unto Grantee, for the use and benefit of Grantee and the subsequent owners and occupants of the M.U.T. Property, a non-exclusive easement (the "Access Easement"), ten (10) feet in width along a portion of the easterly boundary of the Church Property, as depicted in crosshatch on *Exhibit C* for the purpose of ingress to and egress from the M.U.T. Property (but to no other property), and for the maintenance of the Private Drive. Grantee shall be responsible to properly maintain the Access Easement at its expense.

2. **Reserved Use.** Grantor reserves the non-exclusive right to use the Access Easement, jointly with Grantee, for the benefit of the Church Property, together with the right, but not the obligation, to maintain the Access Easement, from time to time, as Grantor shall determine. The use of this Access Easement shall be a nonexclusive use for Grantor and Grantee.



20170713000250540 1/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/13/2017 02:58:59 PM FILED/CERT

3. **Agreements Run With Land.** The Access Easement established by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, licensees, invitees, employees, personal representatives, heirs, successors, and assigns, and shall be perpetual.

4. **Amendments.** No amendments or modifications of this Agreement shall be effective without the prior written consent of Grantor and Grantee or their respective heirs, successors, and assigns.


5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. **Headings.** Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

7. **Binding.** This Agreement shall be binding upon, enforceable by and against, and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

8. **Waiver.** No delay or omission by any Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be constructed to be a waiver thereof, unless expressly waived in writing by the non-defaulting Party. A waiver by any Party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party hereto shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Exercise by a Party hereto, or the beginning of the exercise by a Party hereto, of any one or more of the rights or remedies provided for in this Agreement, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Party of any other right or remedy for such breach.

9. **Notices.** All notices, demands and requests required or permitted to be given under this Agreement must be in writing and must be delivered personally, by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid, and addressed to the Parties at their respective addresses set forth below, and the same shall be deemed effective upon receipt or refusal. The initial addresses of the Parties for notices shall be:


20170713000250540 2/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/13/2017 02:58:59 PM FILED/CERT

Grantor: Christ Community Church, P.C.A.
c/o Senior Pastor
2222 Highway 52
Helena, Alabama 35080

with a copy to: Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attention: Charles A. J. Beavers, Jr., Esq.

Grantee: M.U.T. Investments, LLC
300 Marina Road
Shelby, Alabama 35143

Either Party may give the other Party written notice of a change of address in the manner described above.

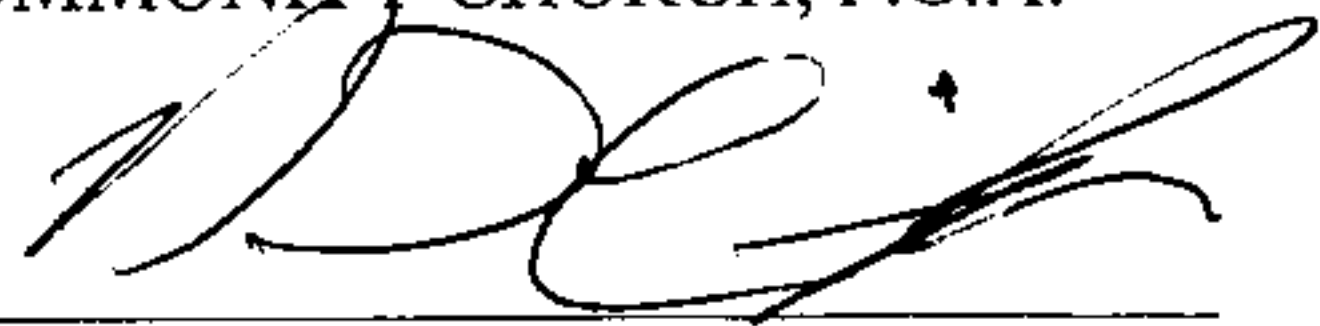
[SIGNATURES ON FOLLOWING PAGES]



20170713000250540 3/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/13/2017 02:58:59 PM FILED/CERT

CHRIST COMMUNITY CHURCH, P.C.A.

By


David Cunningham
Its President

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)


I, the undersigned, a notary public in and for said county in said state, hereby certify that David Cunningham, whose name as President of Christ Community Church, P.C.A., an Alabama non-profit 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of June, 2017.


Notary Public

[NOTARIAL SEAL]

My commission expires: 8-25-19


20170713000250540 4/8 \$36.50
Shelby Cnty Judge of Probate: AL
07/13/2017 02:58:59 PM FILED/CERT

M.U.T. INVESTMENTS, LLC

By


Tommy Blackerby
Its Sole Member

STATE OF ALABAMA

)

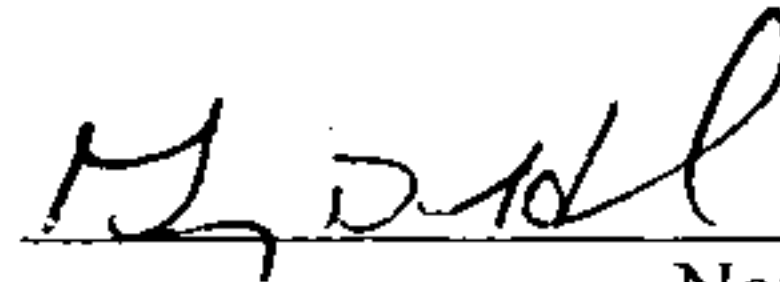
:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Tommy Blackerby, whose name as Sole Member of M.U.T. INVESTMENTS, 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 member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 27th day of June, 2017.



Notary Public

[NOTARIAL SEAL]

My commission expires: 8-25-19

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104



20170713000250540 5/8 \$36.50
Shelby Cnty Judge of Probate: AL
07/13/2017 02:58:59 PM FILED/CERT

EXHIBIT A

The Church Property

Part of the SE ¼ of the NE ¼ of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of the SE ¼ of the NE ¼ of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama; thence run S 89° 41' 17" W, along the south line of said ¼ - ¼ section for 425.54 feet to a set cap rebar and the point of beginning; thence continue on the last described course for 409.80 feet to a found ½ " rebar; thence run N 0° 20' 06" W for 219.97 feet to a found ½ " rebar and a point on the southerly right of way line of Shelby County Highway No. 52, said point being situated on a curve to the left, having a central angle of 17° 40' 57" and a radius of 1111.70 feet; thence run along the arc of said curve for 343.09 feet to a set cap rebar; thence departing said right of way line, run S 34° 33' 14" E for 167.10 feet to a found ½ " rebar; thence run S 1° 07' 04" E for 219.52 feet to the point of beginning.



20170713000250540 6/8 \$36.50
Shelby Cnty Judge of Probate AL
07/13/2017 02:58:59 PM FILED/CERT

EXHIBIT B

The M.U.T. Property

COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN S 89-41177 W, ALONG THE SOUTH LINE OF SAID 1/4-1/4 FOR 425.5477; THENCE RUN N 1-077047 W FOR 219.5177 TO THE POINT OF BEGINNING; THENCE RUN N 58-007051 E FOR 255.047; THENCE RUN N 31-317497 V FOR 202.887 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 52, SAID POINT BEING SITUATED ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13-427387 AND A RADIUS OF 1111.707; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 266.047; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN S 34-331141 E FOR 167.107 TO THE POINT OF BEGINNING, CONTAINING 1.07 ACRES OR 46,538 SQUARE FEET. SUBJECT TO ANY AND ALL RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.

BEGIN AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN S 89-41177 W, ALONG THE SOUTH LINE OF SAID 1/4-1/4 FOR 425.5477; THENCE RUN N 1-077047 W FOR 219.5177; THENCE RUN N 58-007051 E FOR 255.047; THENCE RUN S 31-137127 E FOR 411.967 TO THE POINT OF BEGINNING, CONTAINING 2.28 ACRES OR 99,230 SQUARE FEET. SUBJECT TO ANY AND ALL RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.

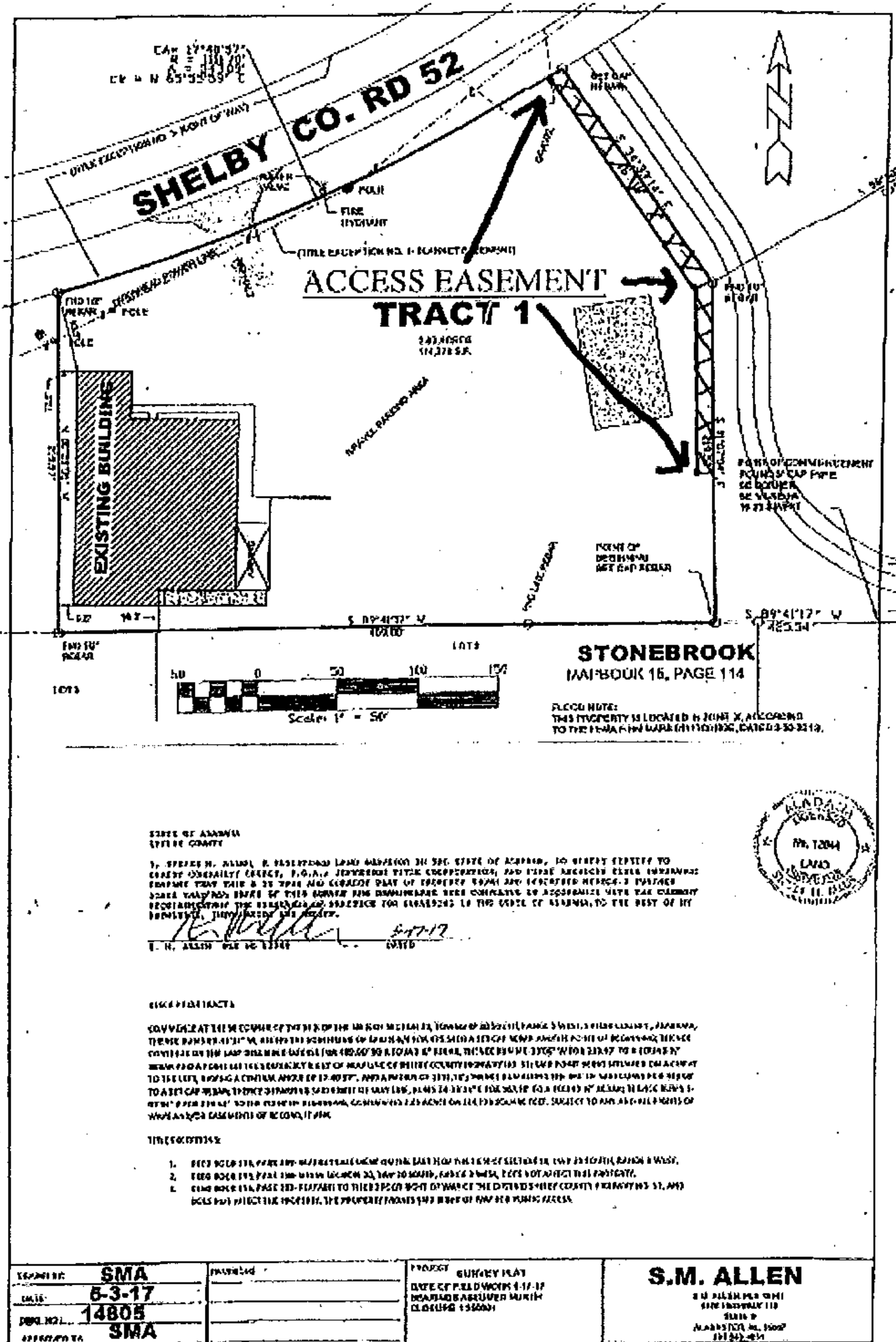
BEGIN AT A POINT ON THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4 WHICH INTERSECTS THE WESTERLY LOW WATER MARK OF THE CANADA RIVER; THENCE RUN N 88-451591 W, ALONG SAID 1/4-1/4 FOR 7907 MORE OR LESS TO THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN N 31-137127 V FOR 411.967; THENCE RUN N 49-577157 E FOR 110.117; THENCE RUN N 75-071491 E FOR 169.917; THENCE RUN N 39-367427 E FOR 2107 MORE OR LESS TO THE LOW WATER MARK ON THE WESTERLY LOW WATER MARK OF THE CANADA RIVER; THENCE RUN SQUEASTERLY ALONG THE MEANDERINGS OF SAID LOW WATER MARK FOR 9007 MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 8.15 ACRES OR 355,191 SQUARE FEET. SUBJECT TO ANY AND ALL RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.



20170713000250540 7/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/13/2017 02:58:59 PM FILED/CERT

EXHIBIT C

General Location of Access Easement



Shelby County, AL 07/13/2017
State of Alabama
Deed Tax: \$50

20170713000250540 8/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/13/2017 02:58:59 PM FILED/CERT