

This Instrument Prepared By:  
Baker Findley  
Maynard, Cooper & Gale, P.C.  
1901 6<sup>th</sup> Avenue North, Suite 2400  
Birmingham, AL 35203

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STATE OF ALABAMA

COUNTY OF SHELBY

**EASEMENT AGREEMENT**  
**(Access Easement)**

**THIS EASEMENT AGREEMENT** (this “Agreement”) is made and entered into as of the 23<sup>rd</sup> day of September, 2020, by **CHURCH OF THE HIGHLANDS, INC.**, an Alabama non-profit corporation (“Grantor”), and **ALABASTER WATER BOARD**, a public utility corporation (“Grantee”).

**Recitals**

**WHEREAS**, Grantor owns that certain access area located on certain real property owned by the Grantor located in Shelby County, Alabama more particularly described on Exhibit A attached hereto (the “Easement Area”).

**WHEREAS**, Grantee has requested, and Grantor has agreed to provide, an easement as described more fully herein.

**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 is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, upon the conditions and subject to the limitations hereinafter set forth, the easement and rights hereinafter set forth.

**TO HAVE AND TO HOLD**, said easement and rights unto Grantee, its tenants, agents, contractors, subcontractors, employees, invitees, licensees, successors and assigns (collectively, the “Grantee Affiliates”).

1. **Representations and Warranties.**

(a) By Grantor. Grantor does hereby represent and warrant that it is the owner of the fee simple interest in and to such real property comprising the Easement Area (as such term is defined hereinbelow) and that all necessary steps have been taken to authorize it to enter into this Agreement.

(b) By Grantee. Grantee does hereby represent and warrant that it has taken all steps necessary to authorize it to enter into this Agreement.

2. **Easement Area.** Grantor does hereby declare, establish, grant and convey a permanent, perpetual right-of-way and non-exclusive easement (the “Easement”) over, across, through and upon the Easement Area for the purpose of providing a means of ingress and egress for vehicles and pedestrians to and from Mountain Lake Drive and that certain property adjacent to the Grantor Property owned by Grantee. Notwithstanding the foregoing or anything to the contrary herein, neither Grantor nor Grantee

shall not permit any obstructions that will adversely affect the free flow of ingress and egress traffic through the Easement Area following Grantor's completion of certain roadway improvements upon the Easement Area.

3. **Maintenance and Roadways.** Grantee shall, at its sole expense, be responsible for the repair of any damage caused by the Grantee Affiliates. Notwithstanding the foregoing or anything to the contrary herein, however, Grantor shall, at its sole expense, maintain the Easement Area in good repair and condition. In the event and at such time as the Grantor constructs paved roadway improvements upon the Easement Area in a manner acceptable to Grantor in its discretion (the "Paved Roadway"), Grantor shall construct an unpaved, gravel roadway in a manner reasonably sufficient to support vehicular and machinery access upon the Easement Area between the Paved Roadway and the western boundary of the property owned by the Grantor (the "Gravel Roadway"). Notwithstanding anything to the contrary herein, the Grantor shall have no obligation to construct the Gravel Roadway prior to such time it elects to construct the Paved Roadway upon the Easement Area.

4. **Nature and Duration of Easement.** The Easement shall be permanent, perpetual and non-exclusive in nature.

5. **Agreements Run with Land.** Both the benefits and the burdens of the Easement and rights 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.

6. **Interpretation.** The easements, benefits, rights and obligations set forth herein shall be interpreted so as to allow the owners of the lands affected hereby to enjoy the commercially reasonable use and benefit of the same while fulfilling the essential purposes of such easement, covenants and restrictions.

7. **Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement.

8. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenants, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

9. **Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made if by: (a) certified mail, return receipt requested, when received or refused by the other party, or (b) in the case of overnight courier services, such as FedEx, upon confirmation of delivery, and in each case shall be addressed as follows:

(i) if to Grantor:

Church of the Highlands, Inc.  
3660 Grandview Parkway, Suite 100  
Birmingham, AL 35242

(ii) if to Grantee:

Alabaster Water Board

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\_\_\_\_\_  
\_\_\_\_\_

or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Alabama.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto in respect of the easement hereby conveyed, and neither party is bound by any previous representations or agreements of any kind regarding the Easement except as herein contained. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the then-owners of that certain property adjacent to the Grantor Property owned by Grantee and the portion of the Grantor Property so affected.

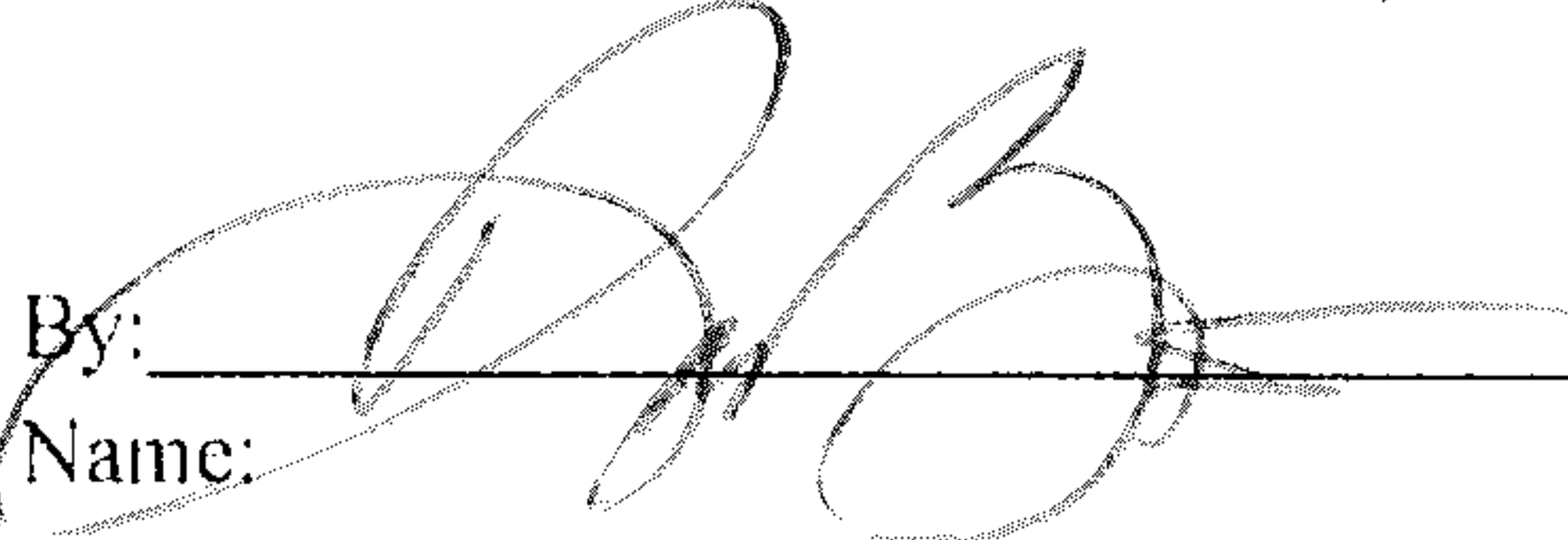
*[Signature Pages Follow]*

[signature page to Easement Agreement]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**GRANTOR:**

**CHURCH OF THE HIGHLANDS, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Ronnie Bennett, whose name as Executive Administrator of Church of the Highlands, Inc., 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 non-profit corporation on the day the same bears date.

Given under my hand and official seal, this 22 day of September, 2020.

Jonathan Hodges  
Notary Public

AFFIX SEAL

My commission expires: Oct. 16, 2022



IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed as of the day and year first above written.

ALABASTER WATER BOARD

By: Bobby Lee Harris  
Bobby Lee Harris, Chairman

ATTEST:

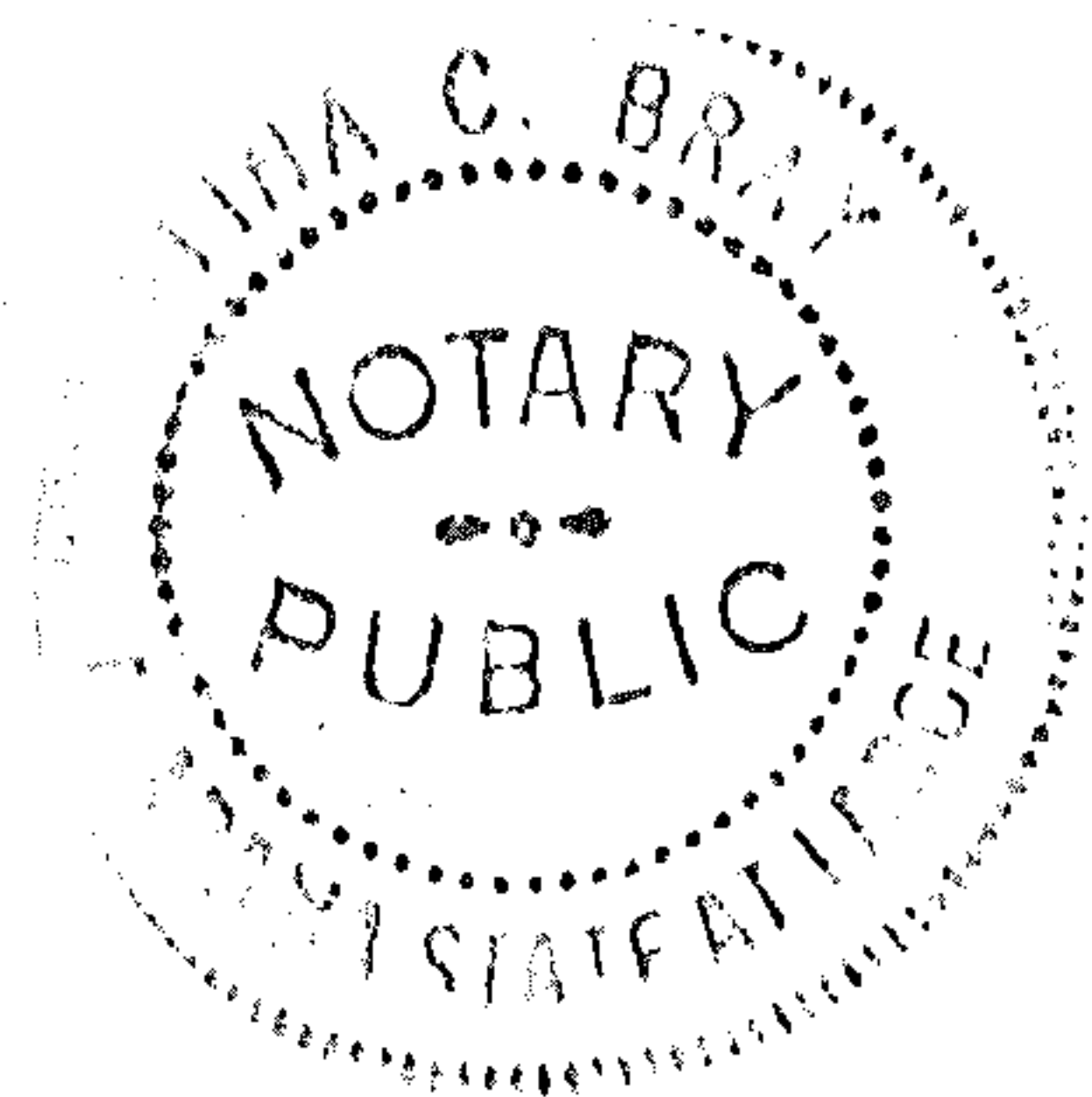
William R. Justice  
William R. Justice, Secretary AWB attorney

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby Lee Harris and William R. Justice, whose names as Chairman and Secretary, respectively, of the **ALABASTER WATER BOARD**, a public utility corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same for and as the act of said **ALABASTER WATER BOARD**, a public utility corporation, as of the day the same bears date.

Given under my hand and official seal this the 23<sup>rd</sup> day of September, 2020.



Tina C. Bras  
NOTARY PUBLIC  
My commission expires: 8-6-2023

(Legal Description of the Easement Area)

A 30' wide ingress and egress easement situated in the Southwest one-quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 2" open top marking the Northwest corner of said quarter Section; thence run South 00 degrees 15 minutes 08 seconds East along the West line of said quarter-quarter Section for a distance of 1114.19 to the POINT OF BEGINNING of a centerline of a 30' wide ingress and egress easement lying 15 foot parallel, adjacent to and abutting the centerline herein described; thence run North 84 degrees 42 minutes 08 seconds East for a distance of 325.20 feet to a point, said point being the point of commencement of a curve to the right, said curve having a radius of 131.00 feet, a central angle of 15 degrees 03 minutes 17 seconds, a chord bearing of South 87 degrees 46 minutes 14 seconds East for a chord distance of 34.32 feet; thence run along arc of said curve for a distance of 34.42 feet; thence run South 80 degrees 14 minutes 35 seconds East for a distance of 29.63 feet to a point, said point being the point of commencement of a curve to the left, said curve having a radius of 169.00 feet, a central angle of 11 degrees 56 minutes 51 seconds, a chord bearing of South 86 degrees 13 minutes 01 seconds East for a chord distance of 35.18 feet; thence run along arc of said curve for a distance of 35.24 feet; thence run North 87 degrees 48 minutes 33 seconds East for a distance of 21.48 feet to a point, said point being the point of commencement of a curve to the right, said curve having a radius of 94.00 feet, a central angle of 98 degrees 48 minutes 23 seconds, a chord bearing of South 42 degrees 47 minutes 15 seconds East for a chord distance of 142.75 feet; thence run along arc of said curve for a distance of 162.10 feet; thence run South 06 degrees 36 minutes 57 seconds West for a distance of 49.70 feet to a point, said point being the point of commencement of a curve to the left, said curve having a radius of 94.00 feet, a central angle of 110 degrees 45 minutes 36 seconds, a chord bearing of South 48 degrees 45 minutes 51 seconds East for a chord distance of 154.71 feet; thence run along arc of said curve for a distance of 181.71 feet to the end of said centerline herein described. Less and except any portion which may lie within Alabama Highway 119 right of way.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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\$38.00 CHARITY  
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*Allen S. Bayl*