

AFTER RECORDING RETURN TO:

Chesley P. Payne
Massey, Stotser, & Nichols PC
1780 Gadsden Highway
Birmingham, AL 35235

UTILITY EASEMENT AGREEMENT

WHEREAS, Church of the Highlands, Inc., an Alabama non-profit corporation, ("Grantor") is the owner of real property located in Shelby County, Alabama ("Grantor's Parcel") and identified on the survey attached as Exhibit "A" hereto and Clayton Properties Group, Inc. ("Grantee") is the owner of real property located in Shelby County, Alabama ("Grantee's Parcel") and identified on the survey attached as Exhibit "A" hereto, and;

WHEREAS, Grantee desires to obtain an easement over, under, in, along, across and upon that certain portion of the Grantor's Parcel identified as the "Water Line Easement" on Exhibit "A" and further described by the legal description on the attached Exhibit "B" (the "Water Line Easement Property"), for the lawful maintenance, operation, repair, replacement and use of a water line, including related equipment (the "Improvements"), and for access to the Water Line Easement Property solely for the purposes stated herein.

WHEREAS, Subject to the terms hereof, Grantor consents to the placement of all parts of the Improvements and the construction, installation, maintenance, repairs, and modifications of the Improvements by the Grantee on the Water Line Easement Property. Grantor further desires to convey to Grantee an easement for such purposes.

NOW THEREFORE, in consideration of the premises recited herein, it is hereby agreed by and between the said parties hereto:

1. Grant of Utility Easement. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement ("Utility Easement") over, under, in, along, across and upon the Water Line Easement Property solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of the Improvements.

2. Maintenance, Repair, and Indemnification. Grantee shall, at its sole cost and expense, repair any damage that it causes to the Water Line Easement Property. In the event Grantee defaults in its obligation to so repair the Water Line Easement Property within thirty (30) days after the occurrence of any such damage, then Grantor shall have the right to perform such repair work, upon thirty (30) days' advance written notice to Grantee, on behalf of Grantee, and Grantee shall reimburse Grantor for reasonable costs actually incurred by Grantor for performing such repair work within thirty (30) days of Grantee's receipt of an invoice reflecting the same. Grantee shall indemnify, protect and hold harmless Grantor from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature arising from Grantee, Grantee's agents, or Grantee's contractor's actions upon the Grantor's Parcel.

3. Term. The grant of the Utility Easement as set forth in this Agreement shall run with the land of Grantor and Grantees perpetually, unless otherwise terminated as provided for in this Agreement and may not be blocked, modified, reduced and/or relocated without the written consent of both parties.

4. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the state of Alabama.

5. Easements Run with the Land. Subject to the terms and conditions herein, Grantor and Grantee hereby declare and agree that the Utility Easement granted in this Agreement shall run with, touch, concern and be appurtenant to the title to the Water Line Easement Property and the Grantee's Parcel.

6. Binding Affect. The Utility Easement granted in this Agreement shall bind the successors, successors-in-title and assigns of Grantor, and shall inure to the benefit of the successors, successors-in-title and assigns of Grantee.

7. Subordination. The parties hereby covenant and agree that this Easement shall remain subordinate, subject and inferior to any lien, security interest now or in the future encumbering the Easement Area.

8. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

9. No Transfer of Fee Title. Neither party conveys to the other party hereby any title in or to their respective Property, but merely grants the rights, privileges and easements herein set forth.

10. Maintenance Agreement. Grantee does hereby agree, for themselves and their successors and assigns, that they shall exclusively bear the expense of maintenance due to any construction, installation, maintenance, operation, repair, replacement, and use of the Improvements.

11. Termination, Modification or Amendment of Easement Agreement. This Agreement may be terminated, modified, or amended by the mutual written agreement of the parties, or their successors-in-title, which shall be recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

12. Mortgagees' Consent. The Parties' Mortgagees (if any such mortgagees exist) execution of this Agreement shall only be for the purpose of providing consent to its terms and shall not act as a modification or subordination of its interest in the parcels represented in this Agreement.

TO HAVE AND TO HOLD, the rights, privileges and easements described above unto Grantee, its successors, successors-in-title, and assigns, in accordance with the provisions hereof Grantor, its respective successors, successors-in-title, and assigns, will forever warrant and defend the right and tide to and privileges under the easements conveyed by Grantor to Grantee hereunder against the claims of all persons whomsoever.

SIGNATURES ON NEXT PAGE

GRANTOR:

Church of the Highlands, Inc.

By: Bruce Adams

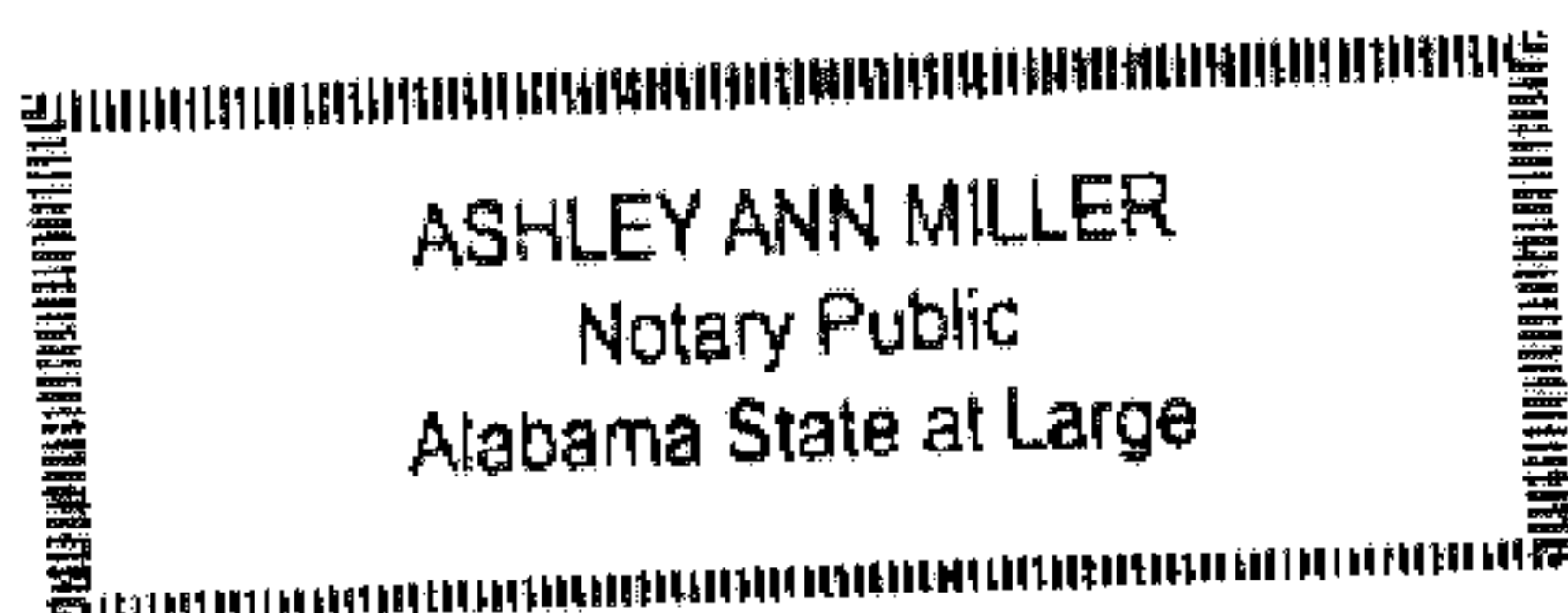
Name: Bruce Adams

Title: DIRECTOR OF PROJECT MANAGEMENT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, does hereby certify that BRUCE ADAMS, in his/her capacity as Director of PM of Church of the Highlands, Inc., duly authorized, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 30 day of March, 2021.



Ashley Ann Miller
Notary Public
My Commission Expires:

My Commission Expires
January 26, 2022

GRANTEE:

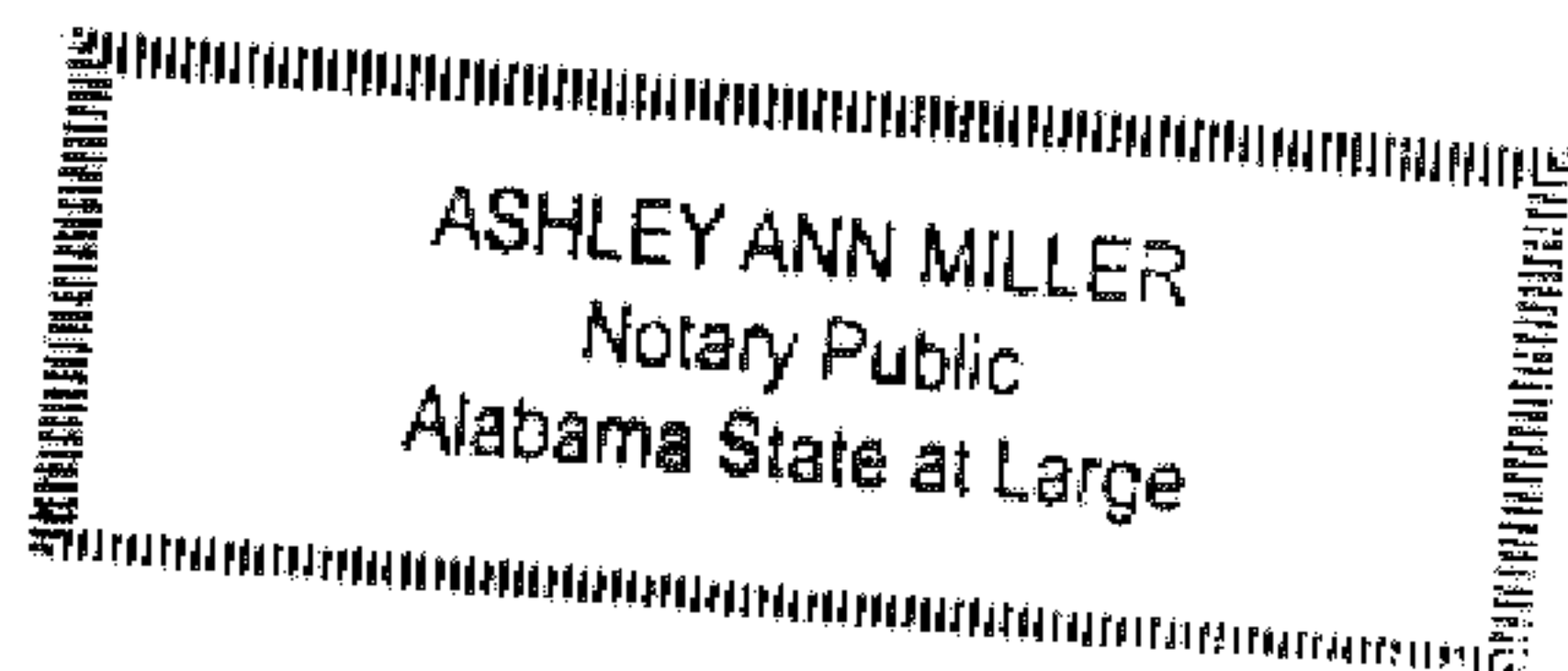
Clayton Properties Group, Inc.

By: [Signature]
Name: ST. BROOKS HARRIS
Title: VICE PRESIDENT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, does hereby certify that Brooks Harris, in his/her capacity as VP of Clayton Properties Group, Inc., duly authorized, is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 12 day of March, 2021.



[Signature]
Notary Public
My Commission Expires:

My Commission Expires
January 26, 2022

EXHIBIT "A"

Survey of Easement

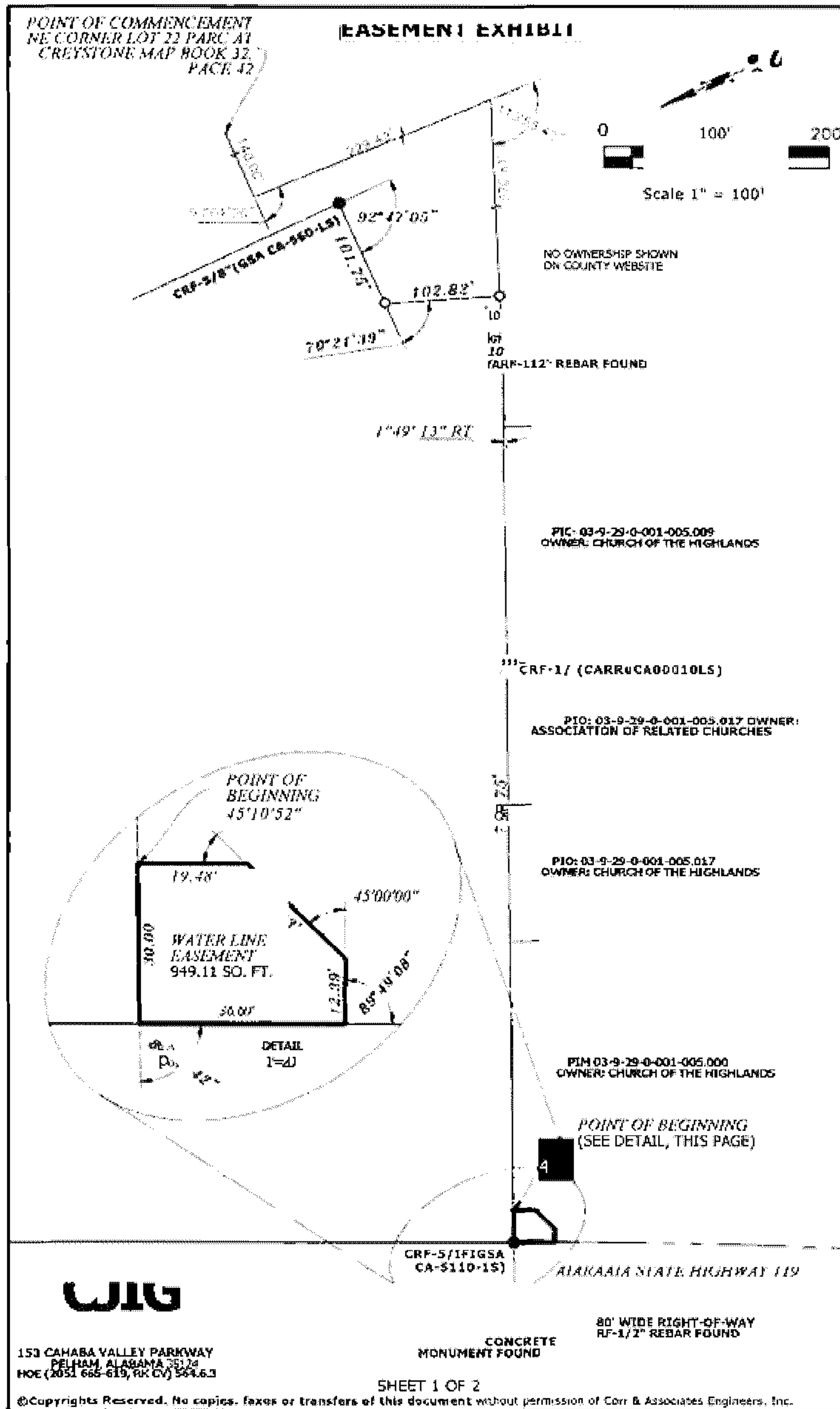


EXHIBIT "B"**Legal Description of Parcel****DESCRIPTION:**

An easement for a water line being situated in the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1-1/2" open pipe at the SE corner of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, said point also being the NE corner of Lot 22 of the PARC AT GREYSTONE as recorded in Map Book 32 Page 42 in the Office of the Judge of Probate in Shelby County, Alabama; thence run **west** along the south line 1/4-1/4 section and along the north line of Lot 22 a distance of **140.00 feet** to the NW corner of Lot 22; thence turn an angle left of **90°01'06"** and run south along the west lines of Lot 22 and Lot 21 a distance of **229.49 feet** to the SW corner of Lot 21 and a point on the northeast line of Parcel 7 of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER as recorded in Map Book 28 Page 58; thence turn an angle right of **110°58'42"** and run northwesterly along the southwesterly line of Common area C and Easement of THE PARC AT GREYSTONE and the northeast line of Parcel 7 and Common Area of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of **370.81 feet** to a point lying in Lee Branch; thence continue along last described course and leaving The Parc at Greystone a distance of **65.56 feet** to a 5/8" rebar; thence turn an angle right of **1°49'13"** and run northwest along the northeast line of 1st Revision of the AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of **792.75 feet** to the **Point of Beginning**; thence continue along the last described course a distance of **30.00 feet** to 1/2" rebar capped GSA at the NW corner of Parcel 1A and on the southeast right-of-way of Alabama Highway 119 (Cana ba Valley Road); thence turn an angle left an **89°20'42"** and run southwest along said right-of-way a distance of **36.60 feet** to a point; thence turn an angle left of **89°49'08"** leaving said right-of-way and run southeast a distance of **12.39 feet** to a point; thence turn an angle left of **45°00'00"** and run northeasterly for a distance of **24.83 feet** to a point; thence turn an angle left of **45°10'52"** and run northeasterly for a distance of **19.48 feet** to the **Point of Beginning**. Containing 949.11 square feet more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/01/2021 08:02:10 AM
 \$38.00 CHERRY
 20210401000160610

Allen S. Bevil