

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
W. Eric Pitts, Esq.
PO Box 280
Alabaster, AL 35007

CORRECTIVE AMENDMENT TO RECIPROCAL EASEMENT
FOR JOINT ACCESS AND PARKING

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, First United Methodist of Alabaster, Inc. ("FUMC") and M.E. Buckelew, LLC, ("Buckelew") previously filed that certain Reciprocal Easement for Joint Access and Parking in the Probate Office of Shelby County, Alabama, which was there recorded on May 19, 2016, as Instrument Number 20160519000171530 (the "Original Easement") with respect to certain real property situated in Shelby County, Alabama (the "Shopping Center Property") which was more particularly described as recorded in Map Book 42, at Page 27, in the Probate Office of Shelby County, Alabama (the "Original Plat"); and

WHEREAS, due to errors in the descriptions of Lots 1, 2 and 3 of the Original Plat, the Shopping Center Property was resurveyed and re-platted as Lots 1-A, 2-A and 3-A and recorded at Map Book 46, at Page 94, in the Probate Office of Shelby County, Alabama (the "Resurvey"); and

WHEREAS, the Original Easement erroneously references only Lots 1, 2 and 3 of the Original Plat; and

WHEREAS, in order for the Parties to the Original Easement to have the access rights originally contemplated, it is necessary to file this corrective amendment to the Original Easement to reference Lots 1-A, 2-A and 3-A of the Resurvey of the Shopping Center Property rather than the Original Plat;

NOW THEREFORE, FUMC and Buckelew hereby jointly amend the corresponding numbered paragraphs of the Original Easement 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-A not occupied by a building structure or the walkway from FUMC across the Shopping Center Property; 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-A and 3-A 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.

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-A. The maintenance and upkeep of the Sign shall be a common area expense.

The parties hereby reaffirm and restate the remaining substantive terms and provisions of the Original Easement in their entirety without any other changes, except as may be amended from time to time by the then current parties to the easement.

The provisions as so amended shall run with the land and be binding upon, and shall inure to the benefit of the Property and the Subject Property and all parties having or acquiring any right, title or interest in and to the Property or any part thereof, and their successors in interest.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 24th day of February, 2022.

First United Methodist of Alabaster, Inc.

By: Douglas Yates
Douglas Yates
Its Director of Trustees and Designated Signatory

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Douglas Yates whose name as Director of Trustees and 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 said instrument, he, as such director and signatory acting with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the 24th day of February, 2022.


Sharon D. Hassler
NOTARY PUBLIC; my commission expires 3/20/23


HAROLD D. HASSLER
NOTARY

NOTARY PUBLIC

ALABAMA STATE

M. E. Buckelew, LLC

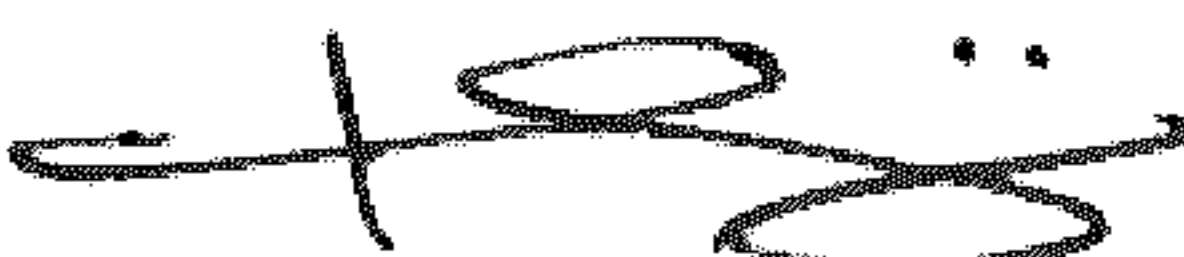
By: 
Elbert J. Buckelew
Member 1 of 2

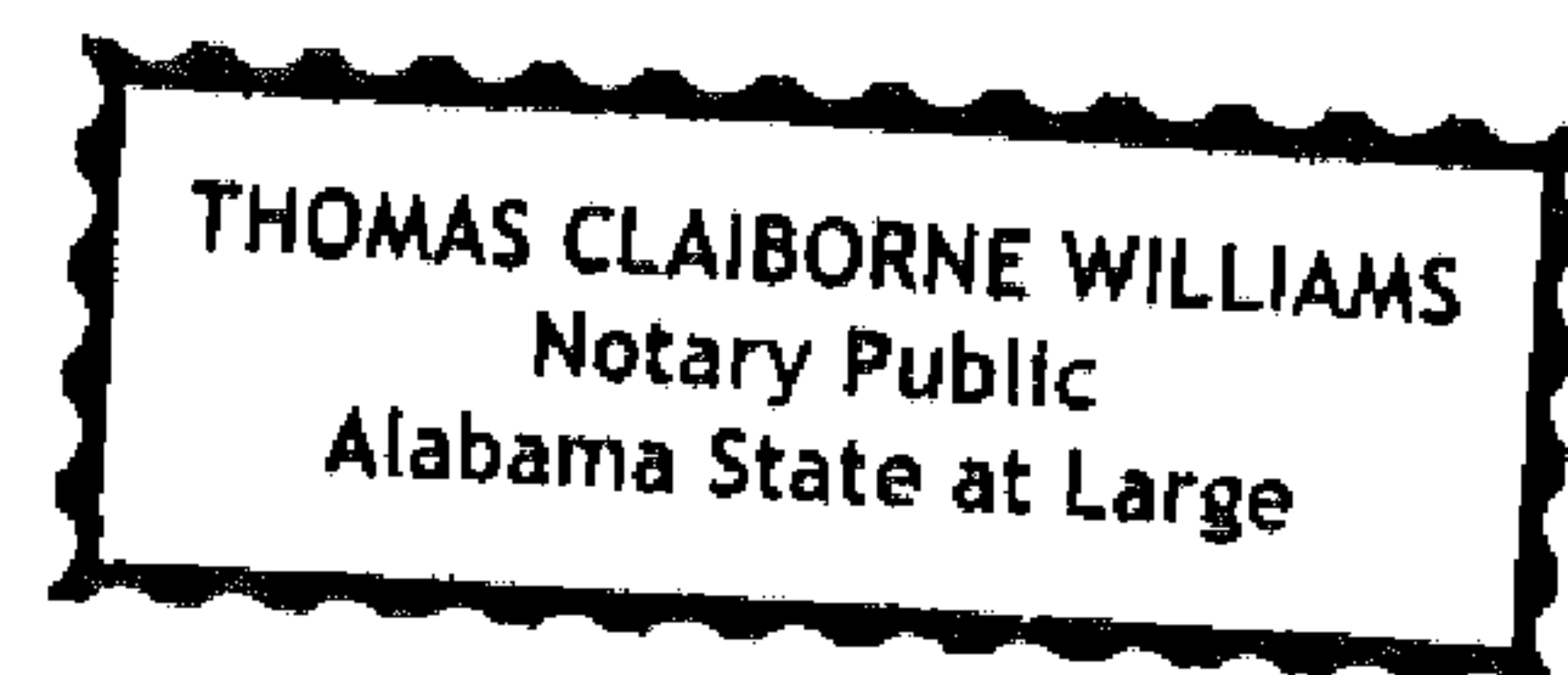
By: 
Mary M. Buckelew
Member 2 of 2

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, **THE UNDERSIGNED AUTHORITY**, a Notary Public in and for said county, hereby certify that Elbert J. Buckelew and Mary M. Buckelew whose names as members of M. E. Buckelew, LLC 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 the said instrument, they, acting with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the 25th day of February, 2022.


NOTARY PUBLIC; my commission expires 11/3/2024



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/01/2022 10:05:06 AM
\$29.00 JOANN
20220301000086150

Allen S. Bayl