



20230808000238460 1/7 \$40.00
Shelby Cnty Judge of Probate, AL
08/08/2023 10:53:04 AM FILED/CERT

Prepared By and After C. Stephen Alexander, Attorney
Recording Return to: 2177 11th Court South
Birmingham, Alabama 35205

STATE OF ALABAMA |
 |
SHELBY COUNTY |

TEMPORARY ACCESS, CONSTRUCTION, AND GRADING EASEMENT

THIS TEMPORARY ACCESS, CONSTRUCTION, AND GRADING EASEMENT (this "Agreement") is made as of this **8th day of August, 2023**, by and among **Store Growth and Development, LLC**, an Alabama limited liability company, or its assigns ("Grantee"), **Century 21 Car Wash 103rd Street, LLC**, a Florida limited liability company ("Grantor"), and **Credit Union 1**, a Federally Insured Credit Union chartered in Illinois ("Lender").

WITNESSETH:

WHEREAS, Grantor owns, subject to the Mortgage given by Grantor to Lender, in the amount of \$3,355,000.00, dated April 29, 2022, filed May 2, 2022 and recorded as Instrument Number 20220502000178750 in the Probate Office of Shelby County, Alabama, that certain parcel of real property located in Shelby County, Alabama, and legally described on the attached Ex. "A" (the "Grantor Parcel");

WHEREAS, Grantee owns without encumbrance that certain adjacent parcel of real property located in Shelby County, Alabama, and legally described on the attached Ex. "A" (the "Grantee Parcel");

WHEREAS, in connection with the development of Grantee's Parcel, the Grantor desires to grant to Grantee, and its successors and assigns, for the common benefit of both of their Parcels, a temporary easement for (i) construction related ingress and egress, (ii) a modification to the construction and elevation of the storm water drainage system serving both Parcels, and (iii) necessary grading between both Parcels over, under, across, through and upon that narrow and limited portion of the Grantor's Parcel hereinbelow defined (the "Temporary Easement");

WHEREAS, the Temporary Easement area is also more particularly described on the attached Ex. "A" and depicted in the drawing on Ex. "B":



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NOW, THEREFORE, for and in consideration of \$10.00 Dollars and other good and valuable consideration, in hand paid by Grantee to Grantor, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Grantee hereby covenant and agree, each with the other, as follows:

Grantor hereby grants and conveys to the Grantee this Temporary Easement for the use, benefit, and enjoyment of Grantee as well as the Grantee's successors, assigns, employees, agents, engineers, contractors, and others involved in the site work on the Temporary Easement Area.

Grantee hereby covenants and confirms to Grantor and to Grantor's successors and assigns that the work in the Temporary Easement Area will in no way affect the operation of the businesses on the Grantor's parcel and that the Grantee or its assigns will reimburse, indemnify and hold harmless the Grantor from any expense or liability that Grantor incurs as a result of the site work done pursuant to this agreement.

This agreement and the easements created hereby shall be binding upon, and shall inure to the benefit of, Grantor and Grantee and their respective successors and assigns.

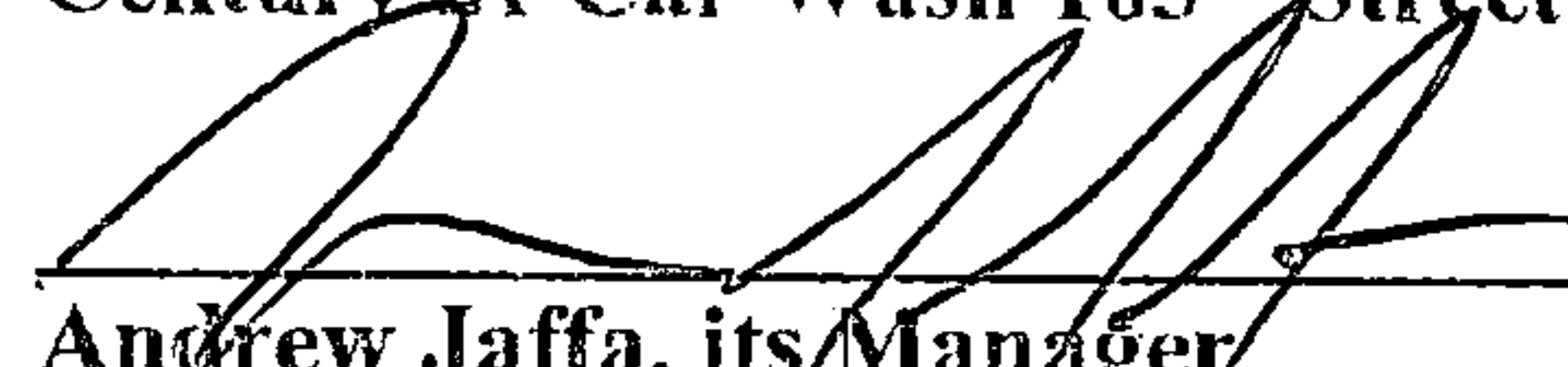
The easements created hereby shall be temporary and shall commence on the filing of this agreement in Shelby County Probate Court and expire at 11:59 p.m. on the first anniversary of that filing.

IN WITNESS WHEREOF, each of the parties hereto has set their hand and seal, and the Grantor and Grantee have caused these presents to be executed by their respective duly authorized officers, managers or members under seal, in each instance as of the date first above written.

NO FURTHER TEXT ON THIS PAGE

GRANTOR:

Century 21 Car Wash 103rd Street, LLC



Andrew Jaffa, its Manager

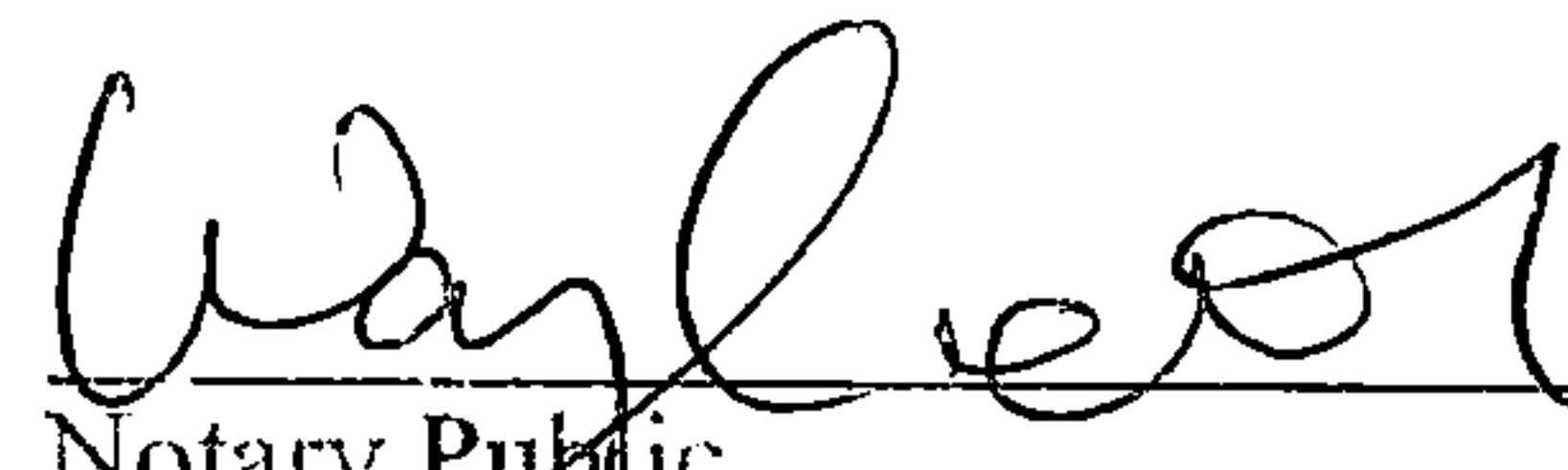
STATE OF FL)
Duval COUNTY)

I, Wayland Hostetler, a Notary Public, in and for said County in said State, hereby certify that **Andrew Jaffa**, whose name in his capacity as Manager of **Century 21 Car Wash 103rd Street, LLC**, a Florida 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 thereof, he, in his capacity as such manager and with full authority, executed the same voluntarily as the act and deed of said company on the day that the same bears date.

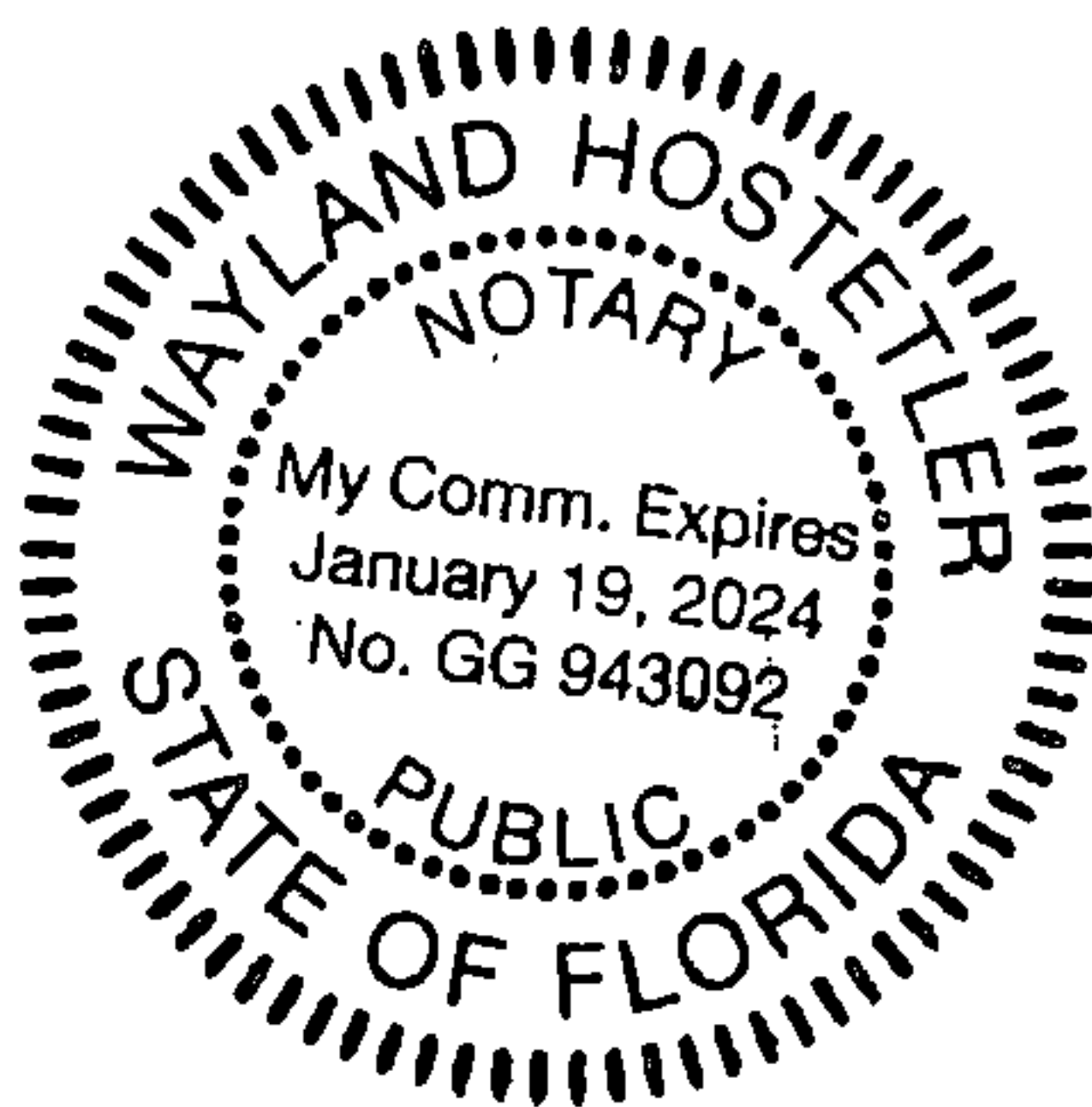
Given under my hand this the 21st day of July, 2023.

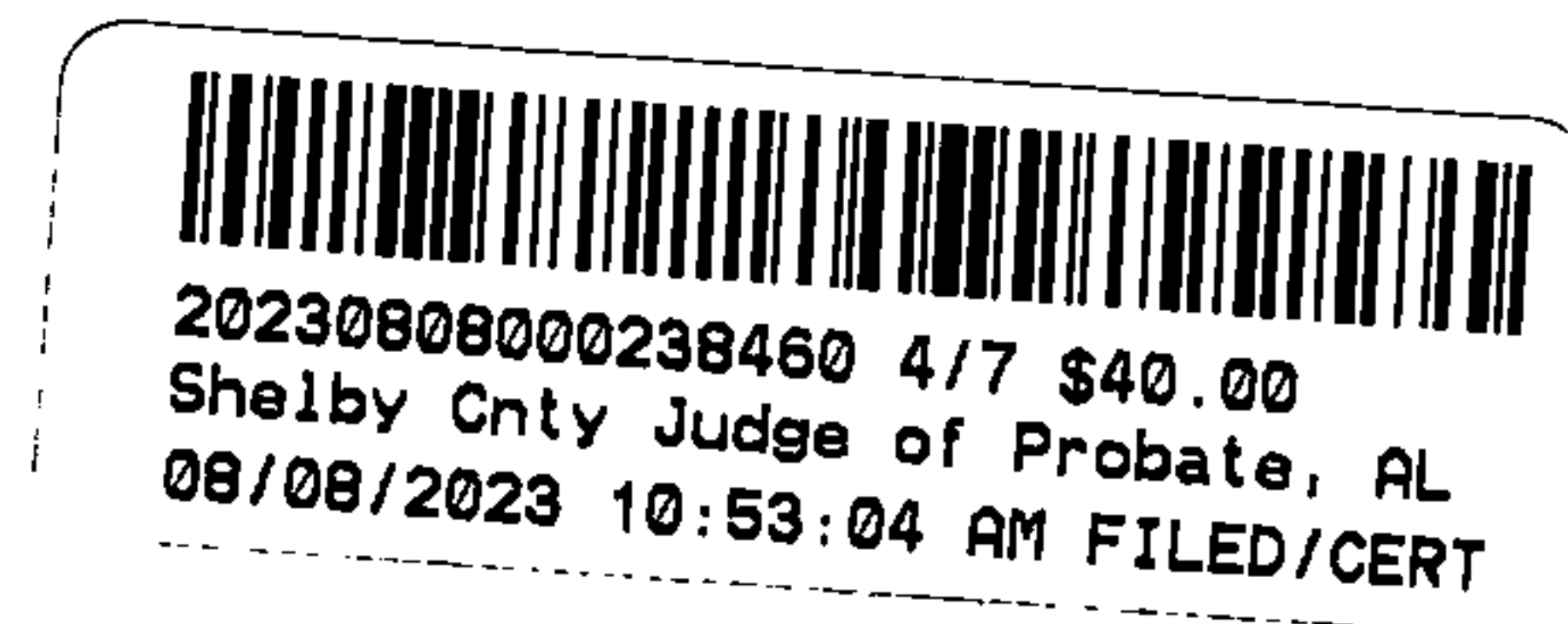
My commission expires:

[NOTARIAL SEAL]



Notary Public





GRANTEE:

Store Growth and Development, LLC 

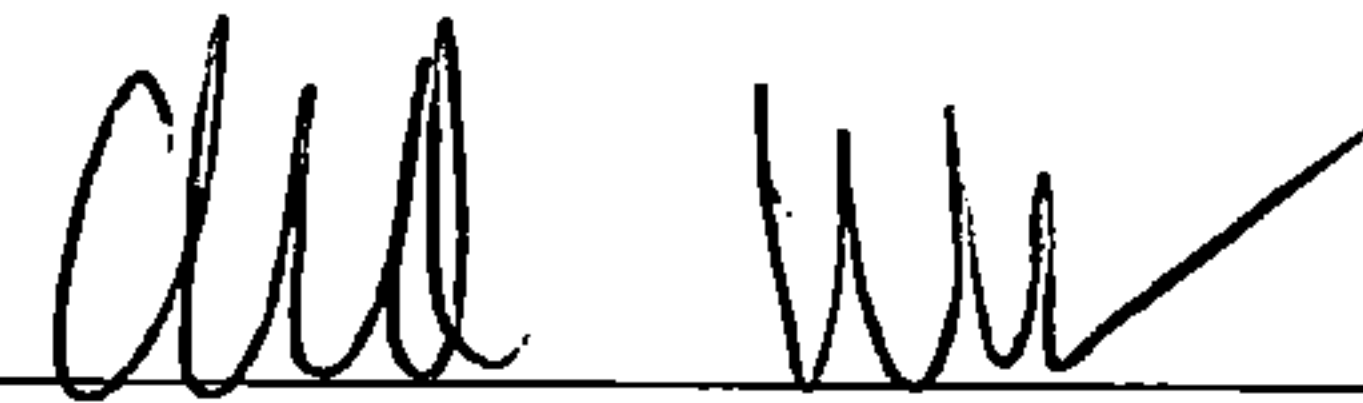
By: _____
Name: **Daniel O. Rasmussen, its Member**

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Daniel O. Rasmussen whose name as member of Store Growth and Development, 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 limited liability company on the day that the same bears date.

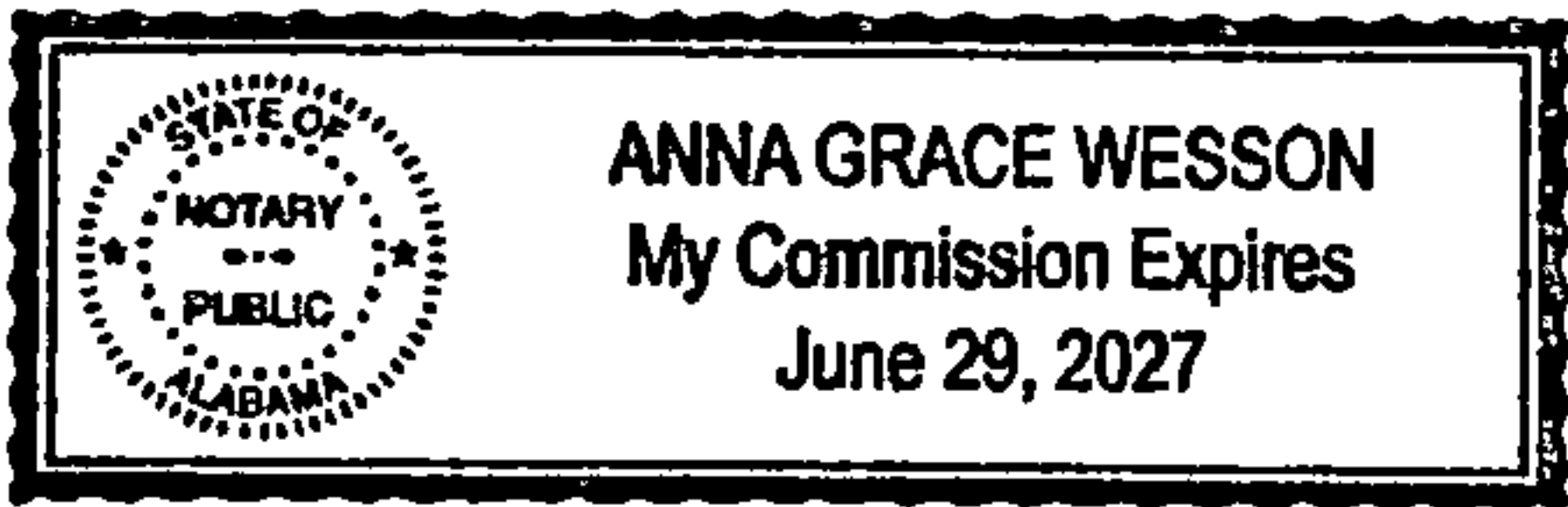
Given under my hand and official seal, this 1 day of August, 2023.

My commission expires:
June 29, 2023



Notary Public

[NOTARIAL SEAL]





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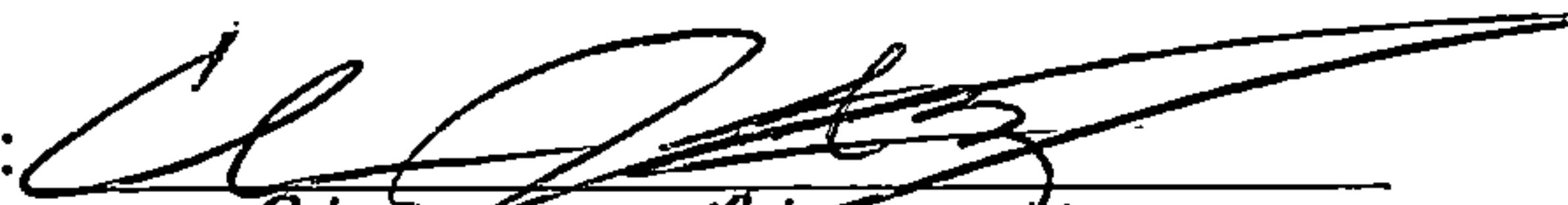
MORTGAGEE CONSENT AND SUBORDINATION:

CREDIT UNION 1, a Federally Insured Credit Union chartered in the state of Illinois ("Mortgagee"), is the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement executed by **Century 21 Car Wash 103rd Street, LLC**, a Florida limited liability company to **CREDIT UNION 1**, in the amount of \$3,355,000.00, dated April 29, 2022, filed May 2, 2022 and recorded as Instrument Number 20220502000178750 in the Probate Office of Shelby County, Alabama given by **CREDIT UNION 1**, as mortgagor, encumbering the parcel of real property subject to the Temporary Easement. Mortgagee agrees to and does, subject to the provisions of the foregoing Agreement, hereby subordinate its mortgage to the rights and interest granted in the Temporary Easement. In the event of a foreclosure of the mortgage or a deed in lieu of foreclosure, or any renewals, amendments, modifications, or extensions thereof, Mortgagee agrees that the aforesaid easement granted to Grantee as set forth in the foregoing easement instrument shall survive such foreclosure or deed in lieu of foreclosure as interests senior to the foreclosed mortgage or deed in lieu of foreclosure, and shall temporarily continue as appurtenant encumbrances on the hereinabove described parcel for the duration of time set forth above.

Dated July 26th, 2023.

CREDIT UNION 1

a Federally Insured Credit Union chartered in the state of Illinois

By: 
Name: Charlie Atzmueller
Title: VP of Commercial Real Estate Lending

STATE OF ILLINOIS |
|
DuPage COUNTY |

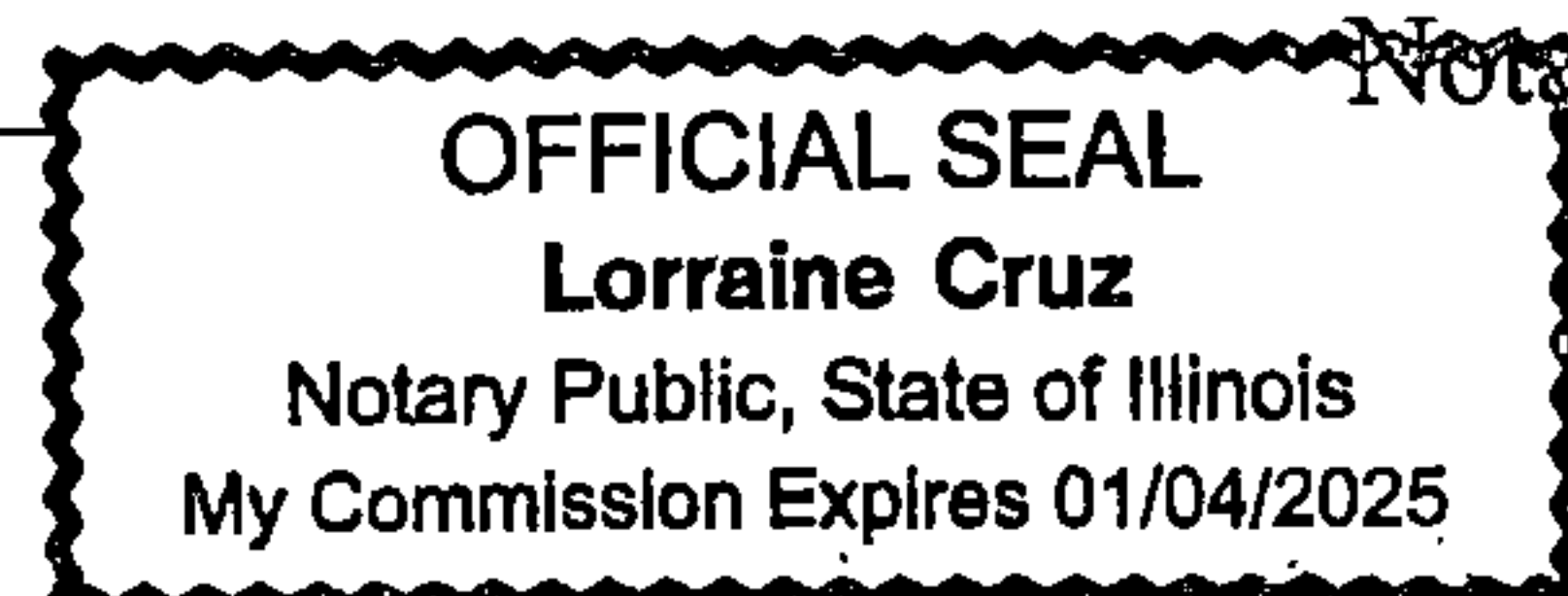
I, Lorraine Cruz, a Notary Public, hereby certify that Charlie Atzmueller, whose name as VP of CRE Lending of Credit Union 1, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she/he, as such officer and with full authority, executed the same voluntarily as the act and deed of said Credit Union on the day the same bears date.

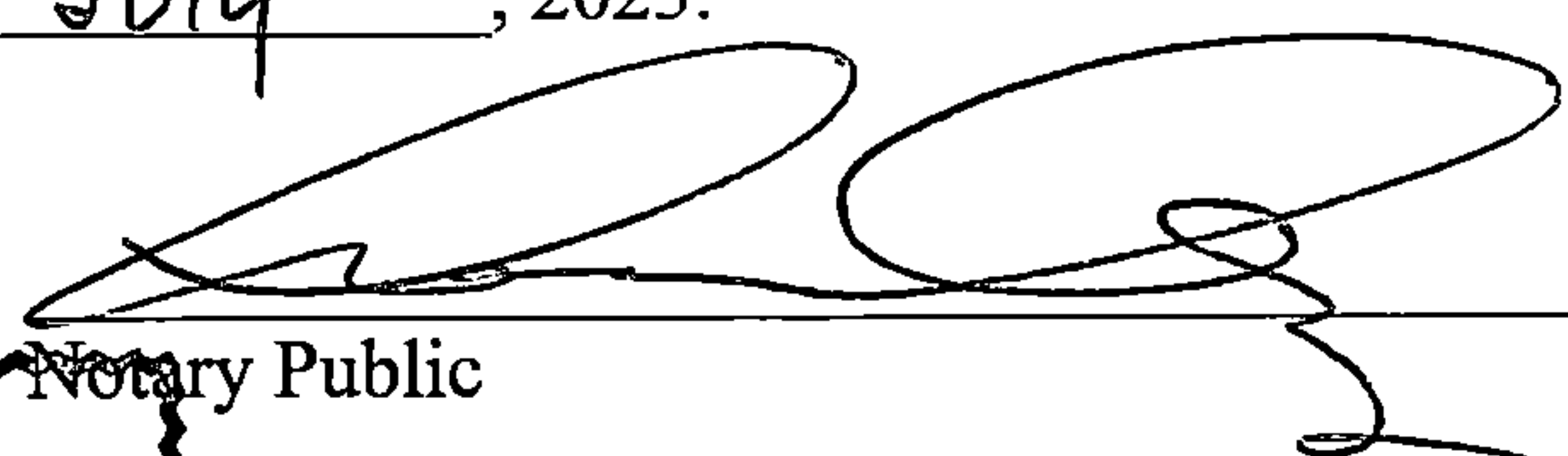
Given under my hand this 26th day of July, 2023.

My commission expires:

01/04/2025

[NOTARIAL SEAL]




Notary Public

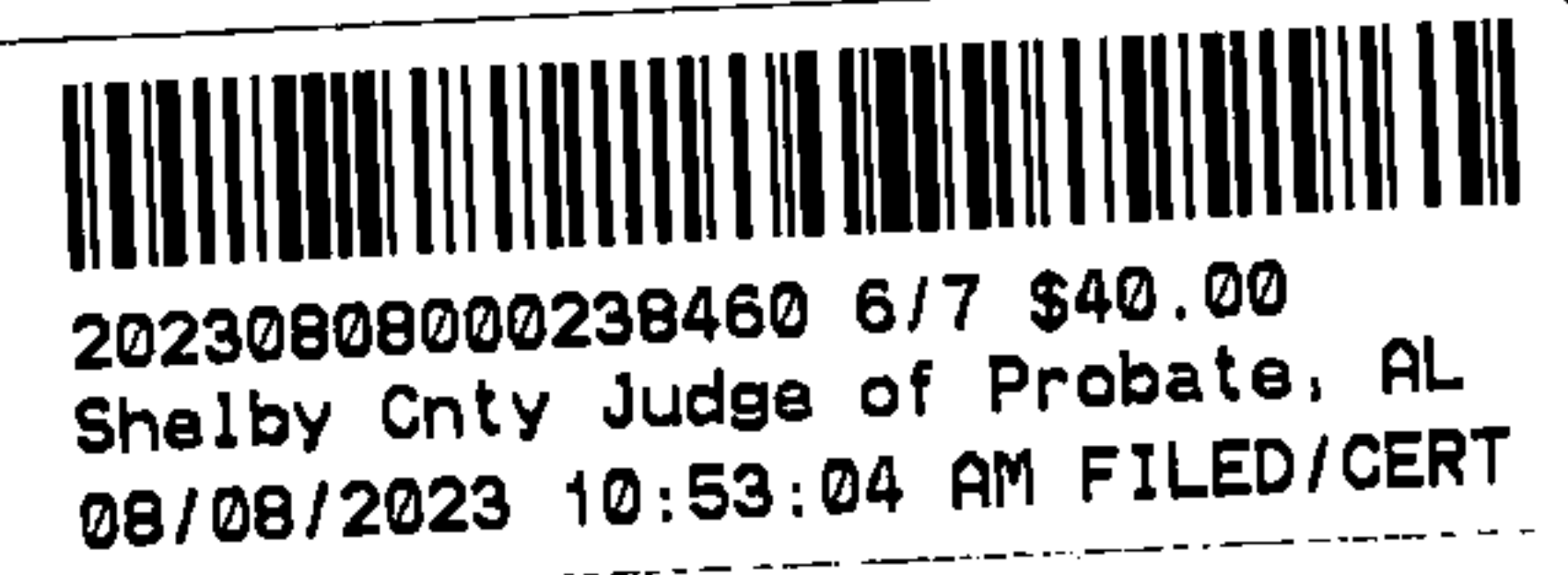


EXHIBIT "A"

**LEGAL DESCRIPTIONS OF THE PARCELS
AND THE TEMPORARY EASEMENT**

GRANTOR PARCEL

Lot 1 according to the Resurvey of Lots 6 – 8, in Block 2 of Mullins Addition to Helena, as recorded in Map Book 55, Page 90, in the office of the Judge of Probate of Shelby County, Alabama.

GRANTEE PARCEL

Lots 9 & 10 in Block 2 of Mullins Addition to Helena as recorded in Map Book 3, Page 56, in the office of the Judge of Probate of Shelby County, Alabama.

TEMPORARY EASEMENT AREA

A temporary access, construction and grading easement situated in the northeast quarter of section 21, township 20 south, range 3 west, Shelby County, Alabama and lying entirely on Lot 1, as recorded in Map Book 55, Page 90 in the Probate Office of Shelby County, Alabama; begin at the northern most corner of said Lot 1, said point lying on the southeasterly right of way line of Helena Road (SR 261); thence run south 51 degrees 31 minutes 13 seconds east along the northerly boundary of said Lot 1 for 264.65 feet to the northeast corner of said Lot 1; thence run south 38 degrees 04 minutes 05 seconds west along the easterly boundary of said lot for 5.00 feet; thence run north 51 degrees 31 minutes 13 seconds west for 239.69 feet; thence run south 38 degrees 28 minutes 47 seconds west for 10.00 feet; thence run north 51 degrees 31 minutes 13 seconds west for 25.00 feet to a point on said right of way line of Helena road (SR-261); thence run north 38 degrees 28 minutes 47 seconds east along said right of way line for 15.00 feet to the point of beginning. Said easement containing 1679.05 sq ft or 0.04 acres more or less.



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EXHIBIT "B"

DIAGRAM OF THE TEMPORARY EASEMENTS

