



THIS INSTRUMENT WAS PREPARED BY:

Tommy B. Majors IV, Esq.
The Majors Law Firm, LLC
3684 Cahaba Beach Rd
Birmingham, AL 35242

GRANT OF EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

)
)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of other good and valuable consideration and the sum of Ten-and-00/100-Dollars (\$10.00), in hand paid to the undersigned The Church at Brook Hills, an Alabama Non-Profit Corporation, at 3145 Brook Highland Parkway, Birmingham, AL 35242, (**GRANTOR**), by Tom S. H. Chow and Doris S. C. Chow, a married couple, as joint tenants with right of survivorship, (**GRANTEES**), the receipt of which is hereby acknowledged, the said GRANTOR, for a period of Fifteen-Years (15) from the date of Grantor's signature below, does grant, bargain, sell and convey unto Grantee an easement for ingress, egress, and utilities, in, on, over, and under the real estate land specifically described below and as specifically identified on the "Exhibit A" Survey, dated February 21, 2024, which is attached hereto and made a part hereof as if set out in haec verba, the real estate lands being situated in Shelby County, Alabama, to-wit:

Annexed hereto as "Exhibit A" is copy of a Survey, dated February 21, 2024. The Easement being granted herein is an easement upon a specific portion of the land identified on the "Exhibit A" Survey as "PARCEL 2"; the specific portion of the identified "PARCEL 2" for which the Easement is granted is specifically identified by the current location of the driveway in the SE/NE portion of "PARCEL 2" as shown on the "Exhibit A" Survey.

This easement is for the express purpose of conveying to the Grantees, their successors and assigns, an easement appurtenant for vehicular and pedestrian ingress and egress to and from State Route 119 ("Hwy 119") and the property presently owned by the Grantees, together with the right to attach to and install and maintain any reasonably necessary utilities therein in line with the above-stated express purpose.

Grantees hereby agree to defend, indemnify and hold Grantor, its successors and assigns, harmless with regard to any and all liabilities, obligations, claims and damages arising out of or related to any injury to their respective agents, guests, invitees or licenses, and/or damage to any personal property or person while engaged in any activity on or about the Easement.

Notwithstanding any of the above grant but as limited by the following, Grantor hereby agrees that in the case Brook Hills, its successors and assigns, make use of PARCEL 2 in a manner which could impede or otherwise restrict the reasonable



20241011000319660 2/3 \$29.00
Shelby Cnty Judge of Probate, AL
10/11/2024 08:42:17 AM FILED/CERT

use of the Easement granted herein, that Grantor agrees to work with Grantees in good-faith and agrees to pay one-half (1/2) of the reasonable costs (the other one-half (1/2) to be paid by Grantees) to ensure as similar as possible access for the Grantees in line with the above-stated express purpose, ingress and egress to and from Hwy 119.

Grantor makes no certification as to title.

Subject to: All restrictions and/or easements of record.

To have and to hold unto the said Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 10th day of
October, 2024

STATE OF ALABAMA)

COUNTY OF Shelby)

Robert W. Grubb

Before me, the undersigned authority, appeared Robert W. Grubb,
as Chairman of the Board for The Church at Brook Hills,
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, executed the same voluntarily on
the day the same bears date.

Subscribed and sworn to before me this the 10 day of October, 2024.

SEAL

Tommy B. Majors IV
Notary Public
My Commission Expires: 08/12/2026

TOMMY B. MAJORS IV
Notary Public
Alabama State at Large

