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This instrument prepared by:
David P. Condon
David P. Condon, P.C.
100 Union Hill Dr., Ste 200
Birmingham, Alabama 35209

EASEMENT

STATE OF ALABAMA
SHELBY COUNTY

Joshua Seth Morey and his wife Allison Morey are the fee simple owners of the real property described as Lot 32, according to the Survey of the Final Record Plat of Greystone Farms, Mill Creek Sector, Phase 2, as recorded in Map Book 21, Page 21, in the Probate Office of Shelby County, Alabama ("Lot 32") which has a street address of 6550 Mill Creek Circle, Birmingham, Alabama 35242.

The North side of Lot 32 borders property owned by the Greystone Farms Owners' Association, Inc. ("HOA Property"). The rear fence for Lot 32 encroaches on the HOA Property as shown on the survey of Jerry Cockrell dated April 16, 2019 which is attached to this Easement as Exhibit "A." Greystone Farms Owners' Association, Inc., as owner of the HOA Property, does not object to this fence encroachment and herein agrees that the fence may remain in its current location and continued to be used by the owners of Lot 32, Joshua Seth Morey and Allison Morey (and their successors and assigns) who are under contract to sell Lot 32 at a closing scheduled for April 24, 2019.


Therefore, for value of \$500.00, the sufficiency of which is hereby acknowledged, Grantor Greystone Farms Owners' Association, Inc. does hereby grant, bargain, sell and convey unto Joshua Seth Morey and Allison Morey as owners of Lot 32, their successors and assigns, a permanent exclusive easement over, across and upon the HOA Property solely for the purpose of using the area of the HOA Property enclosed with Lot 32 by the fence that encroaches on the HOA Property.

The easement herein granted is a permanent easement, running with the land, binding the undersigned Grantor, its successors and assigns, and inuring to the benefit and burdening all subsequent owners of Lot 32 and HOA Property respectively. However, if the owner of Lot 32 ever replaces the existing fence which encroaches upon the HOA Property, it must be placed fully inside Lot 32 and this easement shall terminate. The owners of Lot 32 shall be solely responsible for maintaining this easement area and shall bear all cost associated with maintaining the easement area and agree to keep such area in clean condition.

Grantees herein shall hold harmless and indemnify Grantor for any and all claims or demands arising out of or relating to the use of the HOA Property described herein and the placement of the fence.

In witness whereof, Grantor executes this conveyance by its authorized representative on this 23rd day of April, 2019.

GREYSTONE FARMS OWNERS' ASSOCIATION, INC.

 (Seal)
By: Ed Bilek
Its: President

SHELBY COUNTY

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Ed Bilek, as President of the Greystone Farms Owners' Association, Inc. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed on the contents of the instrument, he, in his capacity as President of GREYSTONE FARMS OWNERS' ASSOCIATION, INC. executed the same voluntarily and on the day the same bears date.

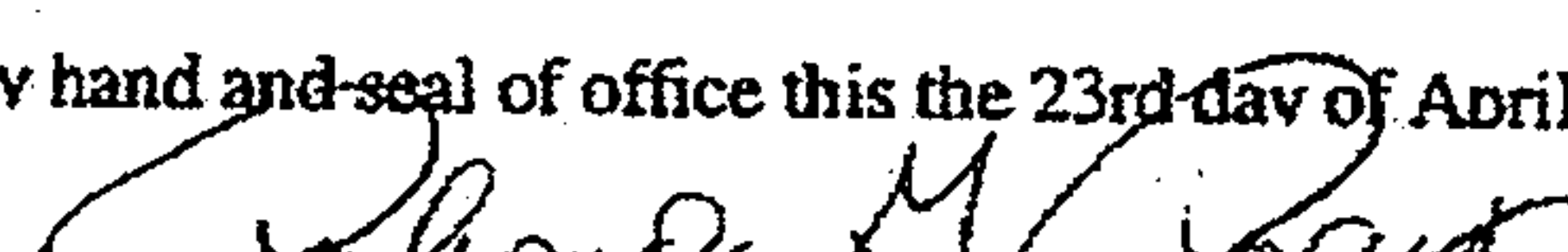
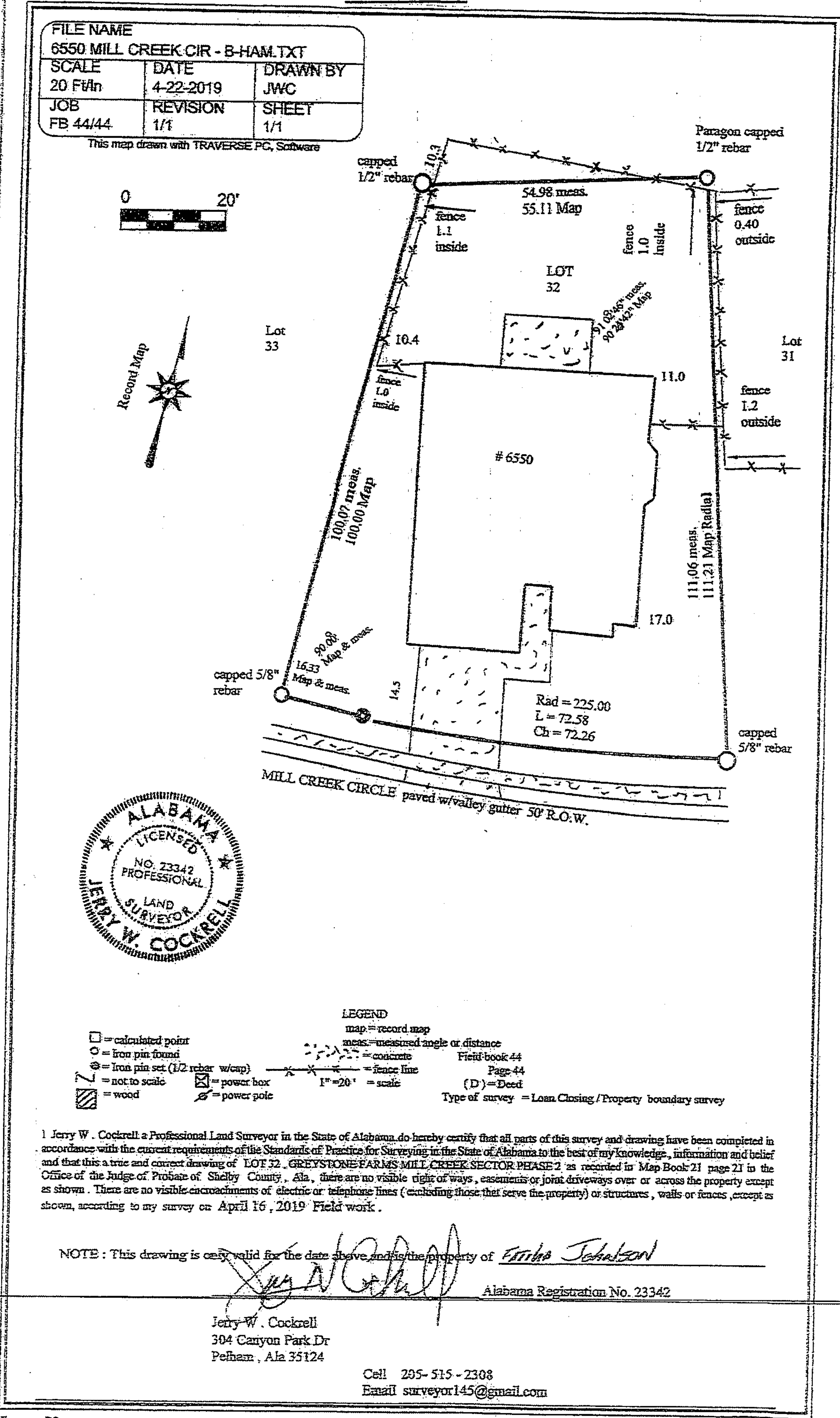
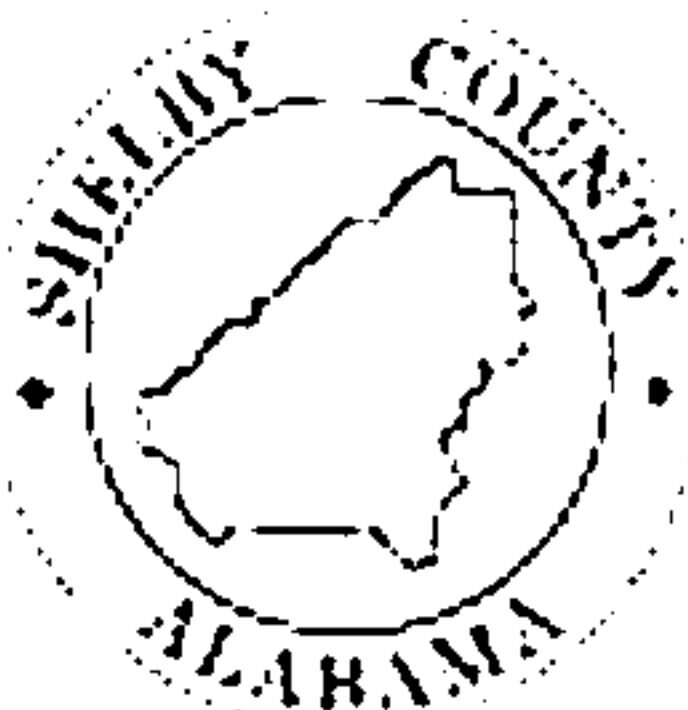
Given under my hand and seal of office this the 23rd day of April, 2019 My Commission Expires
 February 25, 2021

Exhibit "A"



Traverse PC



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$18.50 CATHY
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Allen S. Bayl