

RECORDATION REQUESTED BY:

Union State Bank
Main Office -20th Street
15 20th Street North
PO Box 647
Pell City, AL 35125



20190809000287370 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
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WHEN RECORDED MAIL TO:

Union State Bank
Loan Department
2019 Cogswell Ave
Pell City, AL 35125

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated July 30, 2019, is made and executed among KYLE ROSS WOODS, and wife, whose address is 136 S COVE COURT, BESSEMER, AL 35022-0000 and WENDY WHITFIELD WOODS, whose address is 136 S COVE COURT, BESSEMER, AL 35022-0000 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and Union State Bank, Main Office -20th Street, 15 20th Street North, PO Box 647, Pell City, AL 35125 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in SHELBY County, State of Alabama:

See Exhibit "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as HIGHWAY 17, HELENA, AL 35080.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

HAZARDOUS SUBSTANCES AGREEMENT (Continued)

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the Survival section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. What is written in this Agreement is Indemnitor's entire agreement with Lender concerning the matters covered by this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.



HAZARDOUS SUBSTANCES AGREEMENT (Continued)

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Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of ST CLAIR County, State of Alabama.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Indemnitor understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Indemnitor will not have to comply with the other provisions of this Agreement. Indemnitor also understands that if Lender does consent to a request, that does not mean that Indemnitor will not have to get Lender's consent again if the situation happens again. Indemnitor further understands that just because Lender consents to one or more of Indemnitor's requests, that does not mean Lender will be required to consent to any of Indemnitor's future requests. Indemnitor waives presentment, demand for payment, protest, and notice of dishonor. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors. It will be Indemnitor's responsibility to tell the others of the notice from Lender.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means Union State Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated July 30, 2019, in the principal amount of \$191,250.00 from KYLE ROSS WOODS and WENDY WHITFIELD WOODS to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.



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HAZARDOUS SUBSTANCES AGREEMENT
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EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JULY 30, 2019.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.


BORROWER:

X  (Seal)
KYLE ROSS WOODS

X  (Seal)
WENDY WHITFIELD WOODS

LENDER:

UNION STATE BANK

X  (Seal)
David Alexander, Vice President

This Hazardous Substances Agreement prepared by:

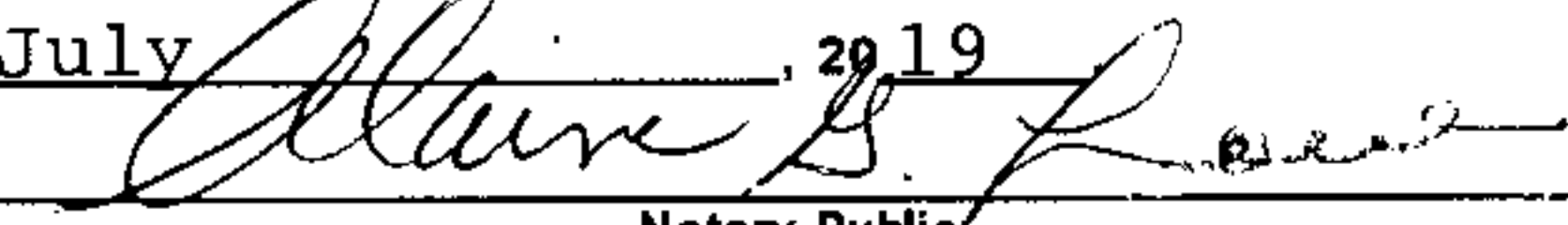
Name: Karen Lowery, Assistant Cashier
Address: 15 20th Street North
City, State, ZIP: Pell City, AL 35125

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KYLE ROSS WOODS and WENDY WHITFIELD WOODS, whose names 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 said Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of July, 2019


Notary Public

MY COMMISSION EXPIRES:
October 31, 2019

My commission expires _____


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HAZARDOUS SUBSTANCES AGREEMENT
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LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **David Alexander** whose name as **Vice President of Union State Bank** is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Hazardous Substances Agreement, he or she, in his or her capacity as such **Vice President of Union State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 30th day of July, 2019.


Notary Public

MY COMMISSION EXPIRES:
October 31, 2019

My commission expires _____

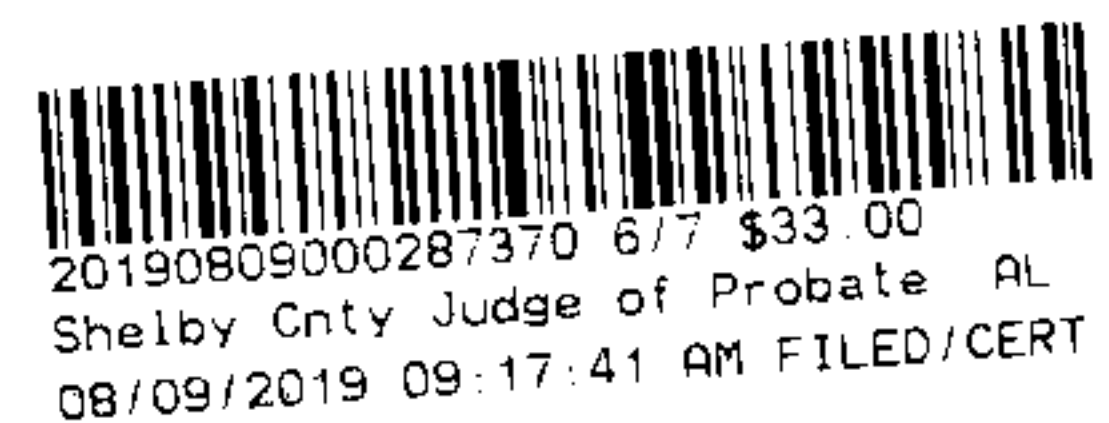


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EXHIBIT "A"

A parcel of land being a portion of a parcel as recorded in Instrument No. 20171026000387800 in the Probate Office of Shelby County, Alabama, situated in the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:


Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 43 minutes 59 seconds West a distance of 206.28 feet to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: North 28 degrees 53 minutes 34 seconds West a distance of 64.84 feet; North 40 degrees 56 minutes 40 seconds West a distance of 100.49 feet; North 00 degrees 09 minutes 43 seconds West a distance of 388.85 feet to the point of beginning; thence continue North 00 degrees 09 minutes 43 seconds West a distance of 925.95 feet; North 01 degrees 26 minutes 28 seconds East a distance of 383.31 feet; North 67 degrees 39 minutes 45 seconds West a distance of 65.48 feet; North 04 degrees 43 minutes 07 seconds West a distance of 64.17 feet to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances; North 62 degrees 16 minutes 18 seconds East a distance of 172.99 feet; South 51 degrees 48 minutes 56 seconds East a distance of 39.14 feet; South 14 degrees 23 minutes 07 seconds West a distance of 76.28 feet; South 00 degrees 45 minutes 39 seconds East a distance of 40.13 feet; South 42 degrees 49 minutes 39 seconds East a distance of 80.75 feet; South 12 degrees 20 minutes 33 seconds East a distance of 75.33 feet; North 61 degrees 50 minutes 40 seconds East a distance of 49.02 feet; North 45 degrees 24 minutes 30 seconds East a distance of 55.69 feet; South 81 degrees 40 minutes 22 seconds East a distance of 19.74 feet to the Southwesterly corner of Lot 4 of Windford's Family Lake Lot Subdivision as recorded in Map Book 39 page 145 in the Probate Office of Shelby County, Alabama, said corner being a corner in common with the Northwest corner of a 10 acre tract of land, recorded in Instrument 20190206000039840 in the Probate Office of Shelby County, Alabama; thence leaving the centerline of Beaverdam Creek run South 00 degrees 45 minutes 10 seconds East along the Westerly line of said 10 acre tract a distance of 288.89 feet to the Southwest corner of said 10 acre tract; thence along the Southerly line of said 10 acre tract the following bearings and distances: South 68 degrees 59 minutes 48 seconds East a distance of 442.34 feet; North 71 degrees 40 minutes 16 seconds East a distance of 87.64 feet; South 43 degrees 21 minutes 11 seconds East a distance of 186.88 feet; South 71 degrees 17 minutes 36 seconds East a distance of 184.26 feet; South 58 degrees 58 minutes 13 seconds East a distance of 104.89 feet; South 84 degrees 40 minutes 58 seconds East a distance of 103.00 feet; North 00 degrees 48 minutes 16 seconds East a distance of 20.25 feet; North 46 degrees 30 minutes 08 seconds East a distance of 39.34 feet; North 74 degrees 41 minutes 38 seconds East a distance of 196.86 feet; South 65 degrees 09 minutes 23 seconds East a distance of 97.09 feet to a point on the West right of way of Shelby County Highway No. 17; thence along said right of way with a curve turning to the left with an arc length of 34.68 feet a radius of 1,313.07 feet, a chord bearing of South 00 degrees 56 minutes 12 seconds West with a chord length of 34.68 feet; thence run South 00 degrees 10 minutes 48 seconds West along said right of way a distance of 150.69 feet to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances: North 30 degrees 15 minutes 04 seconds West a distance of 88.02 feet; North 54 degrees 29 minutes 29 seconds West a distance of 100.19 feet; North 81 degrees 50 minutes 28 seconds West a distance of 45.68 feet; South 77 degrees 56 minutes 02



seconds West a distance of 122.51 feet; South 00 degrees 48 minutes 16 seconds West and leaving the centerline of Beaverdam Creek, a distance of 34.36 feet; thence South 35 degrees 14 minutes 55 seconds West a distance of 23.73 feet; thence South 75 degrees 58 minutes 01 seconds West a distance of 77.18 feet; thence South 16 degrees 07 minutes 06 seconds West a distance of 529.59 feet; thence North 89 degrees 44 minutes 44 seconds West a distance of 1054.81 feet to the point of beginning.

Subject to a 30 foot ingress, egress and utilities easement situated in the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West; Shelby County, Alabama; thence North 88 degrees 43 minutes 59 seconds West a distance of 206.28 feet to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: North 28 degrees 53 minutes 34 seconds West a distance of 64.84 feet; North 40 degrees 56 minutes 40 seconds West a distance of 100.49 feet; North 00 degrees 09 minutes 43 seconds West a distance of 388.85 feet; thence South 89 degrees 44 minutes 44 seconds East and leaving the centerline of said branch a distance of 1054.81 feet to the point of beginning of a 30 foot ingress, egress and utilities easement lying 15 feet to either side of the following described centerline: North 16 degrees 07 minutes 06 seconds East a distance of 529.59 feet; North 75 degrees 58 minutes 01 seconds East a distance of 77.18 feet; North 35 degrees 14 minutes 55 seconds East a distance of 23.73 feet; North 00 degrees 48 minutes 16 seconds East a distance of 34.36 feet; North 00 degrees 48 minutes 16 seconds East a distance of 25.74 feet; North 46 degrees 30 minutes 08 seconds East a distance of 29.25 feet; North 74 degrees 41 minutes 38 seconds East a distance of 187.61 feet; South 65 degrees 09 minutes 23 seconds East a distance of 98.15 feet more or less to a point on the West right of way of Shelby County Highway No. 17, said point being the point of ending of the centerline of said easement.


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