

This Instrument Prepared by:
Mary F. Roensch
P O Box 247
Alabaster, AL 35147

EASEMENT AGREEMENT

State of Alabama)
Shelby County)

THIS EASEMENT AGREEMENT ("Agreement" or "Easement Agreement") is made this 26th day of October, 2020 by and between GREENBRIAR LTD, An Alabama Corporation ("Grantor") by its Managing General Partner, Farris Management Co., Inc, and LONGMEADOW WEST, LLC, an Alabama Limited Liability Company ("Grantee").

BACKGROUND:

WHEREAS, Grantor is the fee simple owner of that certain property lying in Shelby County, Alabama, known as Longmeadow Farms, Lots One through Five more particularly described on Exhibit "A" attached here and incorporated herein (the Grantors Property);

WHEREAS, Grantor is in the process of negotiations with a potential purchaser of the property described in Exhibit "A";

WHEREAS, Grantee owns property adjacent to part of the property described in Exhibit "A" and known as Longmeadow Farms, Lots Six through Nine, as described in Exhibit "B" (the Grantees Property);

WHEREAS, Grantor and Grantee desire to enter into this Easement Agreement for the establishment of the easement described hereinbelow pursuant to the terms and provision of this Agreement to run in perpetuity with the Land.

NOW, THEREFORE, For Ten and no/100 Dollars (10.00) in hand paid by the Grantee to Grantor, the sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey the following:

1. Grant of Easement. Grantor hereby grants, bargain, sells and conveys unto Grantee, their successors and assign, for the benefit of the Grantees Property a 60 foot wide, permanent and perpetual, non-exclusive easement (the "Easement") over and across the portion of the Grantors Property as described on Exhibit "A". and depicted on the map of Longmeadow Farms as recorded in Map Book 11, Page 90 and in the current location as Longmeadow Road (a private road) for the purpose of allowing Grantee to have vehicular and pedestrian access and a way of ingress to, and egress from the Grantees Property and to allow placement of utilities serving Grantees Property.
2. Maintenance Obligations. Grantor hereby agrees to maintain the area within the Easement to a point where it connects with current and future boundary lines of Grantees Property.
3. Representation of Grantor. Grantor represents and warrants that it has full authority to enter into this Agreement and Grantor has taken all necessary action to authorize and approve the execution of delivery of this Easement Agreement and grant of the Easement specified here in, and Grantor shall defend the title to the Easement herein granted against the lawful claims of all parties.

4. Governing Law and Jurisdiction. This Easement Agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Alabama. In the event of any dispute between the parties, the prevailing party in any legal or equitable action to enforce this Easement Agreement shall be entitled to an award of legal fees by the losing party, through and including any appeals. The venue of any proceedings to enforce the terms of this Easement agreement shall be Shelby County, Alabama.
5. Running with Land. The Easement shall run with the land, shall inure to the benefit of and be binding upon the undersigned and their respective successors and assigns and shall pass with the conveyance of all or any portion of Grantors' or Grantees' property, whether specifically referred to or not.

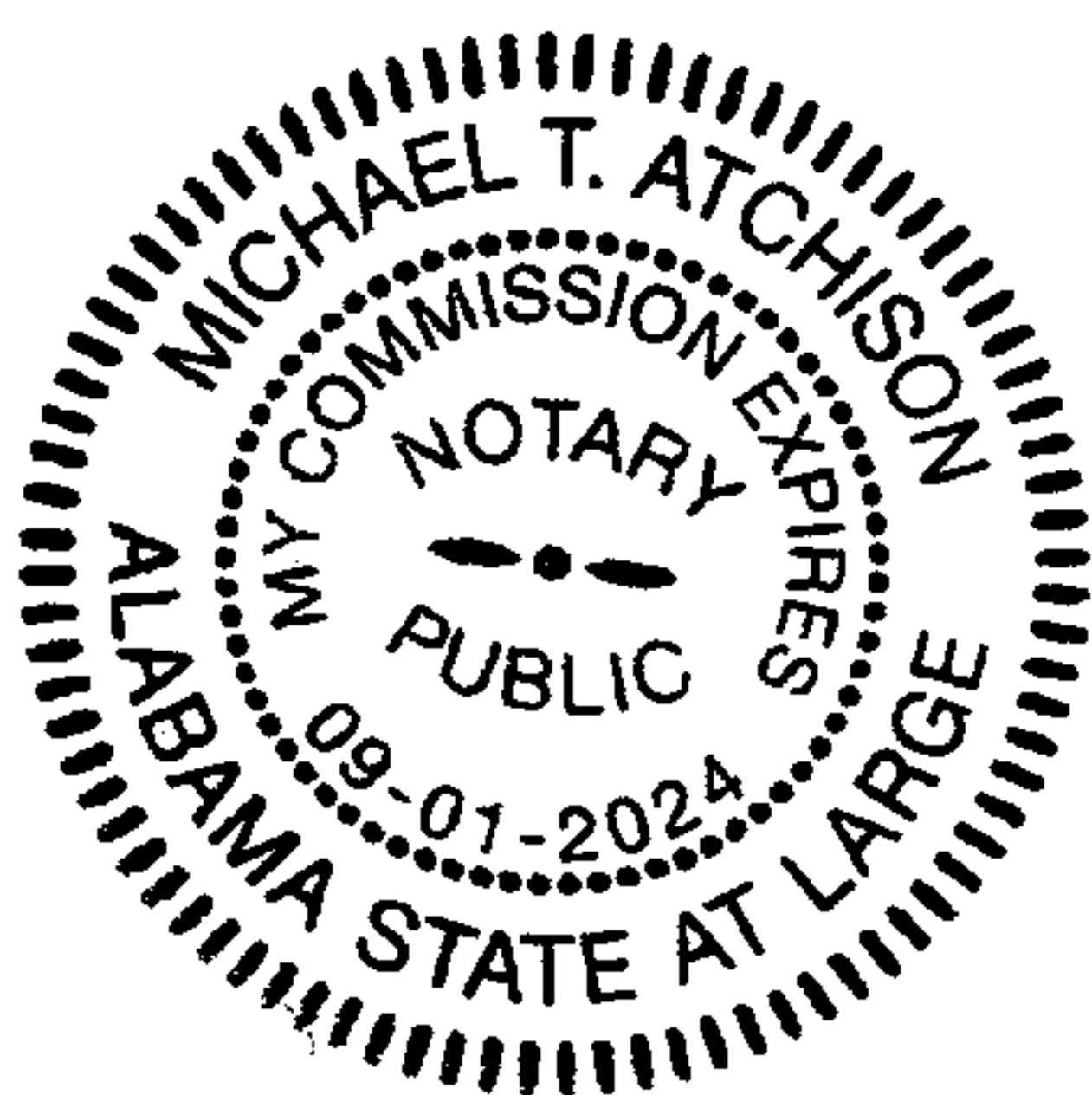
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this the 26th of October 2020.


Mary F. Roensch, President
Farris Management Co., Inc.
Managing General Partner of
Greenbriar, LTD
AND:
Longmeadow West, LLC
Managing Member

STATE OF ALABAMA)
SHELBY COUNTY)

I, THE UNDERSIGNED, A Notary Public in and for said County, in said State, hereby certify that **Mary F. Roensch as President of Farris Management Co. INC., Managing General Partner of Greenbriar, LTD and Longmeadow West, LLC., Managing Member**, whose name is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed o the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of October of, 2020.




NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"

Longmeadow Farms

233080001003000	Longmeadow Lot 1	8.71 Acres
232090001023001	Longmeadow Lot 1	7.07 acres
233080001003001	Longmeadow Lot 2	21.67 Acres
233080001003002	Longmeadow Lot 3	20.47 Acres
233080001003008	Longmeadow Lot 4	23.25 Acres
233080001003007	Longmeadow Lot 5	23.39 Acres

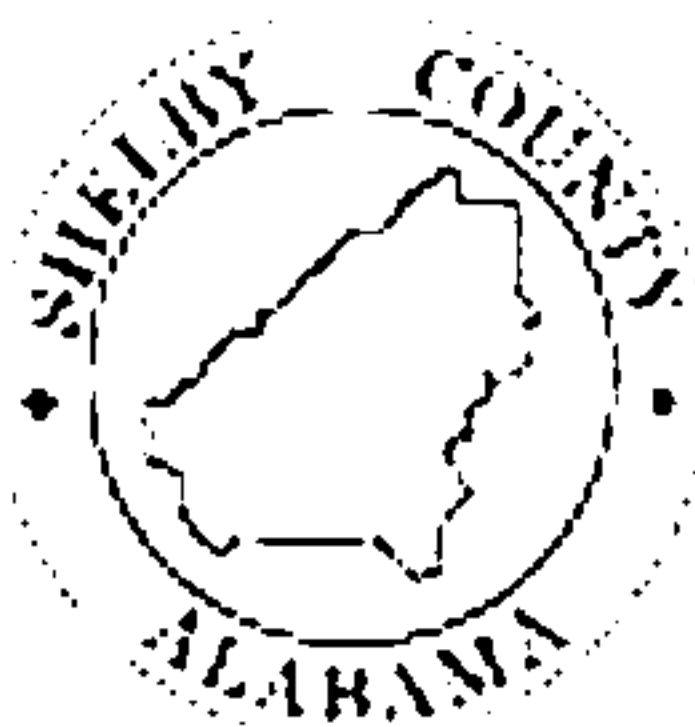
Recorded Map Book 11 Page 90
Sections 8 & 9 Township 21S R3W

EXHIBIT "B"

Longmeadow West Property

233080001003.006	LMW Lot 6	20.26 Ac
233080001003.005	LMW Lot 7	20.56 Ac
233080001003.004	LMW Lot 8	20.33 AC
233080001003.003	LMW Lot 9	20.07 Ac

Recorded Map 190 Page 90
Section 8, Township 21S R3W



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/26/2020 01:36:52 PM
\$32.00 CHERRY
20201026000486470

Allen S. Bayl