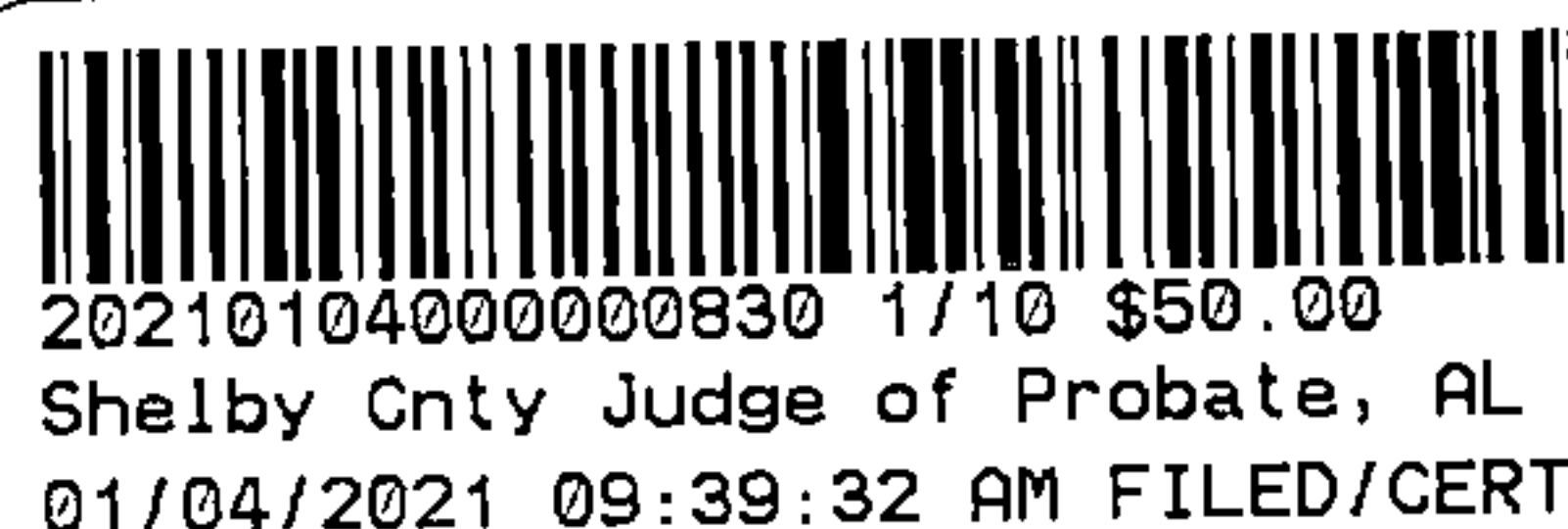


This instrument prepared by:

Mary F. Roensch
P.O. Box 247
Alabaster, AL 35147



For Recorder's Use Only

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT ("**Agreement**") is made this 30th day of December, 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:

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

B. Grantee owns property adjacent to part of the property described in Exhibit "A" and known as Longmeadow Farms, Lots Six through Nine, as more particularly described on Exhibit "B" attached hereto ("**Grantee's Property**").

C. Grantor and Grantee previously entered into that certain Easement Agreement dated as of October 26, 2020 and recorded in the Official Public Records of Shelby County, Alabama as document number 20201026000486470 (the "**Original Easement**").

D. Grantor and Grantee wish to amend and restate the Original Easement.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Easement is hereby amended and restated in its entirety. All terms and provisions of the Original Easement are of no further force or effect and are superseded in their entirety by the terms of this Agreement.

2. Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, for the benefit of Grantee's Property, a 60 foot wide perpetual, non-exclusive easement ("**Easement**") for vehicular and pedestrian ingress, egress and access over and across the portion of Grantor's Property depicted on the map of Longmeadow Farms as recorded in Map Book 11,

Page 90 attached hereto as Exhibit A-1 and in the current location as Longmeadow Road (the “**Easement Area**”), and to allow the placement of such utilities within such Easement Area as are reasonably required to service a future residential development within Grantee’s Property, subject to the terms and conditions of this Agreement. The installation and placement of such utilities shall be subject to Grantor’s prior written approval, not to be unreasonably withheld.

3. The Easement granted by this Agreement is subject to the following:

(a) Grantee shall (i) be liable for any personal injury or property damage and (ii) repair any damage to the roadways and other improvements on the Easement Area and/or Grantor’s Property, caused by any negligent act or omission of Grantee, its employees, agents and contractors or their vehicles and/or equipment brought onto the Grantor’s Property.

(b) Grantee of the Easement granted by this Agreement will exercise reasonable efforts to not interfere with the use by Grantor of the Easement Area by Grantor and Grantor’s employees, contractors, agents, tenants, guests and invitees.

(c) Grantee agrees to indemnify, defend and hold harmless Grantor with respect to all third party claims arising out of negligent activities of Grantee and Grantee’s employees, agents and contractors entering upon the Easement Area and/or Grantor’s Property.


(d) From and after such time as Grantee redevelops Grantee’s Property with a residential or other development (as evidenced by the issuance of building permits for improvements or structures within Grantee’s Property), Grantee shall be responsible for its pro rata share of the cost of maintenance, repair and replacement of the Easement Area calculated on the basis of the number of developed lots on Grantee’s property divided by the total number of lots on Grantor’s Property and Grantee’s Property.

(e) Grantee may access the existing metal building on Grantee’s Property at no cost to Grantee.


(f) Subject to Grantee’s prior approval, which shall not be unreasonably withheld, Grantor may relocate the Easement by an amendment to this Agreement in the event of the redevelopment or other modification of the roadways within the Grantor’s Property.

4. This 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 Agreement shall be entitled to an award of legal fees by the non-prevailing party, through and including any appeals. The venue of any proceedings to enforce the terms of this Agreement shall be Shelby County, Alabama.

5. This Agreement 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 Grantor’s Property or Grantee’s Property.


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[SIGNATURES FOLLOW]


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SIGNED by Grantor this 30th day of December, 2020.

Greenbriar, LTD., an Alabama corporation

By: Farris Management Co., Inc., its Managing
General Partner

By: Mary F. Roensch
Its: Pres. General Partner

STATE OF ALABAMA
COUNTY OF SHELBY

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., the managing general partner of Longmeadow West, LLC, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of December, 2020.

Michael T. Atchison
NOTARY PUBLIC
Print Name:: Michael T. Atchison
My commission expires: 9-1-2024



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SIGNED by Grantee this 30th day of December, 2020.

Longmeadow West, LLC, an Alabama limited liability company

By: M. F. Roensch

Mary F. Roensch

Its: MANAGING member

STATE OF ALABAMA
COUNTY OF SHELBY

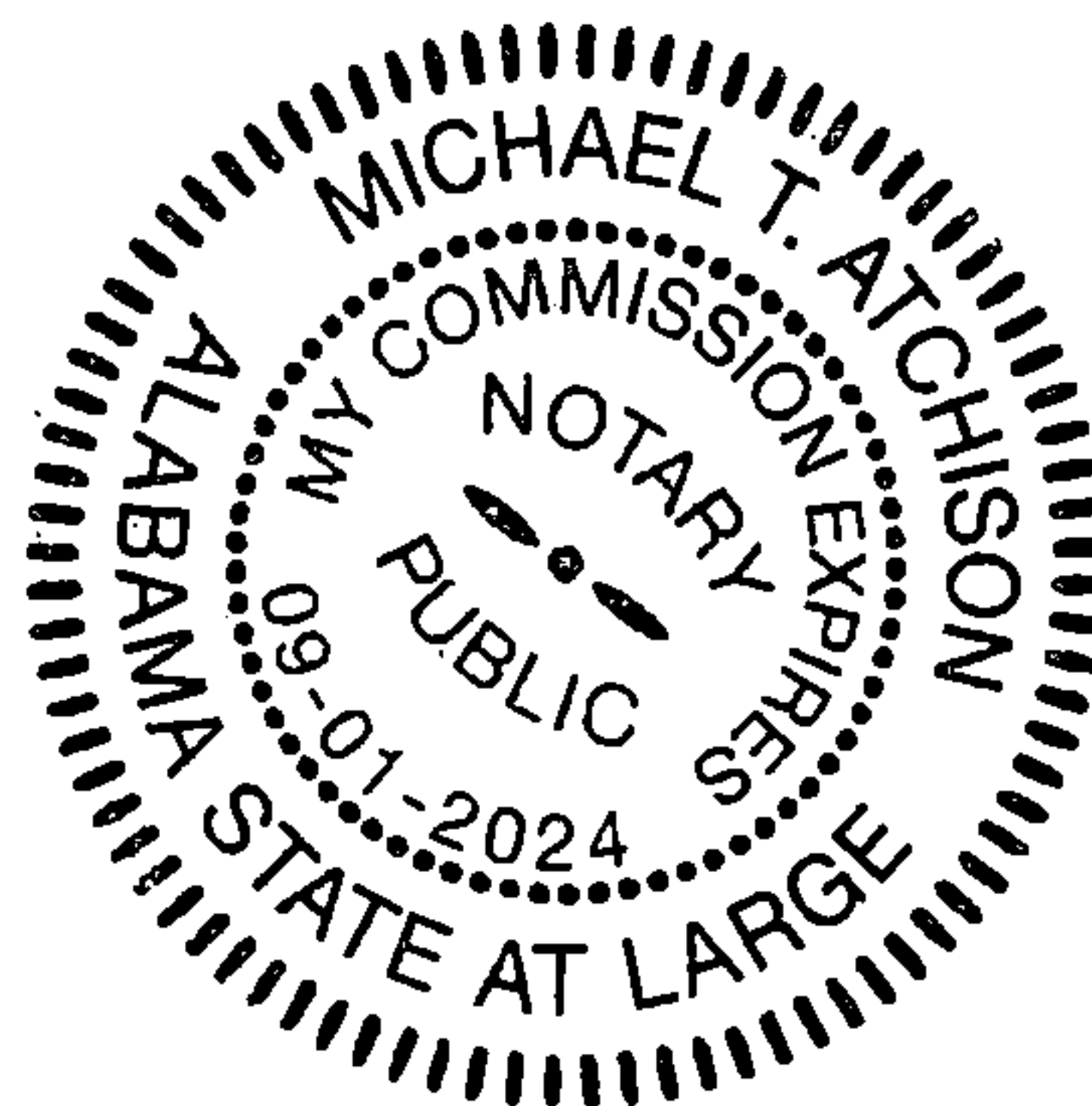
I, the undersigned, a notary public in and for said county, in said State, hereby certify that Mary F. Roensch as MANAGING member of Longmeadow West, LLC, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of December, 2020.

Michael T. Atchison
NOTARY PUBLIC

Print Name:: Michael T. Atchison

My commission expires: 9-1-2024



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EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT "A":

Lots 2,3,4,5, according to the survey of Longmeadow Farms, as recorded in Map book 11, Page 90, in the Probate Office of Shelby County, Alabama.

Lot 1 B according to the final Plat of the resurvey of Lot 1, Longmeadow Farms Subdivision as recorded in Map Book 48, Page 36, Probate Office, Shelby County, Alabama.

ALSO: The North 96 feet of the West 690 feet of the South 936 feet of the SE 1/4 of the SE 1/4 of Section 8, Township 21 South, Range 3 West. Deed dimensions are 96 feet by 690 feet as shown by deed recorded on April 1, 1968, in Deed Book 252, Page 533, Probate Office, Shelby County, Alabama.

EXHIBIT "B":

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the SE corner of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 37 minutes 42 seconds West along the South line of said 1/4-1/4 section, a distance of 486.65 feet; thence North 01 degree 22 minutes 18 seconds East a distance of 195.84 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 132.45 feet; thence North 33 degrees 01 minutes 59 seconds East a distance of 144.81 feet; thence North 56 degrees 58 minutes 01 seconds West a distance of 31.76 feet; thence North 00 degrees 40 minutes 12 seconds East a distance of 917.74 feet; thence South 89 degrees 16 minutes 45 seconds East a distance of 320.15 feet; thence South 00 degrees 43 minutes 15 seconds West a distance of 700.71 feet; thence South 00 degrees 37 minutes 47 seconds West a distance of 490.06 feet; Being a part of Lot 6 and part of Lot 9, Longmeadow Farms, recorded in Map Book 11, Page 90.

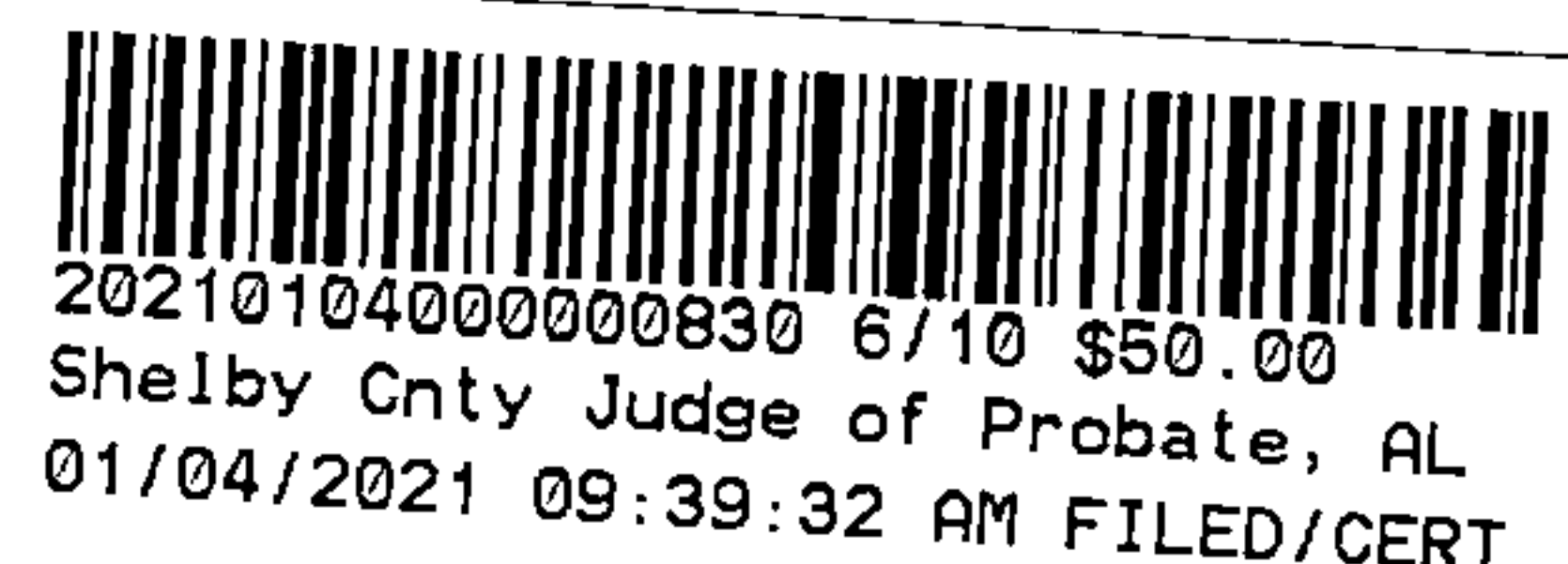
ALSO:

A 20' easement for ingress and egress situated in the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, lying 10' each side of and parallel to the following described centerline:

Commence at the SE corner of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 37 minutes 42 seconds West along the South line of said 1/4-1/4 section a distance of 486.65 feet; thence North 01 degree 22 minutes 18 seconds East a distance of 195.84 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 96.43 feet to the Point of Beginning; thence North 27 degrees 35 minutes 00 seconds West a distance of 83.26 feet to the point of a curve to the right having a radius of 30.00', a central angle of 95 degrees 28 minutes 59 seconds and subtended by a chord which bears North 75 degrees 18 minutes 30 seconds East a chord distance of 44.40'; thence along said curve an arc distance of 49.98 feet; thence South 56 degrees 58 minutes 01 second East a distance of 14.05 feet to the Point of Ending of said easement.


Subject to a 60' easement for a private road (Longmeadow Road) as shown on the plat of Longmeadow Farms as recorded in Map Book 11, Page 90.

ALSO KNOWN AS:



A parcel of land situated in the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and the SE 1/4 of Section 8, and the SW 1/4 of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as:

Beginning at a 3-inch iron pipe with cap (illegible) found at the southwest corner of Lot 17 of Lacey's Grove Phase I, as shown on the plat recorded in Map Book 35, Page 137 in the Probate Office of Shelby County, Alabama; thence along the south line of said Lacey's Grove Phase I, South 88°39'40" East a distance of 900.07 feet to a 5/8-inch iron rod found in the west line of land of Marie L. Reynolds as recorded in Instrument No. 20190207000040850 (all deed referenced herein are as recorded in the Probate Office, Shelby, Alabama); thence along said west line, South 00°57'06" West a distance of 1014.71 feet to a 1/2-inch iron pipe found on the south line of Reynolds; thence along said south line and the south line of Martha L. Urban, et.al. as recorded in Instrument No. 20190207000040840, South 88°04'43" East a distance of 1286.09 feet to a point on the westerly right-of-way line of Highway 77 (80 feet wide, public); thence along said westerly right-of-way line, South 14°48'37" West a distance of 127.97 feet to a point on the north line of land of American Self Storage IV, LLC as recorded in Instrument No. 20170914000335310; thence along said north line, the northwest line, and the west line of American the following 3 courses: (1) North 77°59'48" West a distance of 201.09 feet to a point; thence (2) South 42°00'12" West a distance of 672.88 feet to a 5/8-iron rod with cap "CA0587 LUKER" found; thence (3) South 06°43'12" West a distance of 85.11 feet to a point on the north line of land of Marcus Shimon as recorded in Instrument No. 20160202000033020; thence along said north line and the north line of land of Bowden Real Estate BHM LLC as recorded in Instrument No. 20190509000158250, North 89°02'18" West a distance of 175.53 feet to a 1/2-inch iron rod found in the north line of land of Raymond Hutchison as recorded in Instrument No. 20080508000189160, thence along said north line and the north line of land of Alice Holsomback as recorded in Instrument No. 20010003786200000, North 89°01'28" West a distance of 170.42 feet to a 2-inch iron pipe found on the south right-of-way line of Brantleyville Road (20 feet wide, public); thence along said south right-of-way line, North 01°25'57" East a distance of 20.04 feet to a 1-inch pipe found on the north right-of-way line of said Brantleyville Road; thence along said north right-of-way line, North 88°44'23" West a distance of 230.05 feet to a railroad spike found on the west right-of-way line of said Brantleyville Road; thence along said west right-of-way line South 01°24'22" West a distance of 20.87 feet to a point on the north line of land of Carolyn J. Brantley as recorded in Instrument No. 20201109000511980; thence along said north line North 88°33'58" West a distance of 236.33 feet to a 1/2-inch iron rod found on a west line of said Brantley; thence along said west line, South 00°46'34" West a distance of 96.00 feet to a point in the north line of said Brantley; thence along said north line and the north line of land of Jose Amparo Aguirre as recorded in Instrument No. 20150824000294920, North 88°43'34" West a distance of 690.00 feet to a point in the east line of land of Jimmy and Pamela Roberts as recorded in Instrument No. 20060823000411330; thence along said east line, North 00°46'34" East a distance of 96.00 feet to a point; thence continuing along said east line of Roberts and the east line of land of Earl McCartney as recorded in Book 157, Page 6, North 00°46'34" East a distance of 388.60 feet to a point on the north line of said McCartney; thence along said north line and the north line of land of Carolyn J. Brantley as recorded in Book 160, Page 486, 488, and the north line of Beth Suzanne Hutchison as recorded in Instrument No. 20021230000652500, and the north line of land of Carolyn J. Brantley as recorded in Instrument No. 19980618000227371, North 88°37'07" West a distance of 1330.87 feet to a 3-inch iron pipe with cap (illegible) found on the east line of land of Susan S. Gunter, et.al. as recorded in Instrument No. 20070828000404210; thence along said east line and the east line of land of Brian E. & Renee B. Cofer as recorded in Instrument No. 19990119000022151, North 00°38'03" East a distance of 1324.90 feet to a point on the north line of said land of Cofer; thence along said north line, North 88°36'49" West a distance of 486.65 feet to a point in the easterly line of land of Longmeadow West, LLC as recorded in Instrument No. 1999-09617; thence along said easterly line the following (5) courses: (1) North 01°23'11" East a distance of 195.84 feet to a point; thence (2) South 58°25'50" East a distance of 132.45 feet to a point; thence (3) North 33°02'52" East a distance of 144.81 feet to a point; thence (4) North 56°57'08" West a distance of 31.76 feet to a point; thence (5) North 00°41'05" East a distance of 917.94 feet to a point on a south line of land of said Longmeadow; thence along said south line, South 89°15'13" East a distance of 320.15 feet to a point on the west line of land of Lacey's Grove Property Owner's Association as recorded in Book 310, Page 994; thence along said west line South 00°43'12" West a distance of 700.71 feet to a point on the south line of said Lacey's; thence along said south line, South 88°39'30" East a distance of 1334.90 feet to a point on the west line of said Lacey's; thence along said west line and the west line of said property of Lacey's Grove Phase I, South


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00°45'00" West a distance of 490.40 feet to the Point of Beginning. Containing 115.4653 acres (5,029,668 square feet) of land, more or less. The above-described property is the same property as shown hereon and as described in Schedule A of Stewart Title Guaranty Company Title Commitment File No. S-20-26698 having an effective date of December 22, 2020.



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LOCATION OF EASEMENT

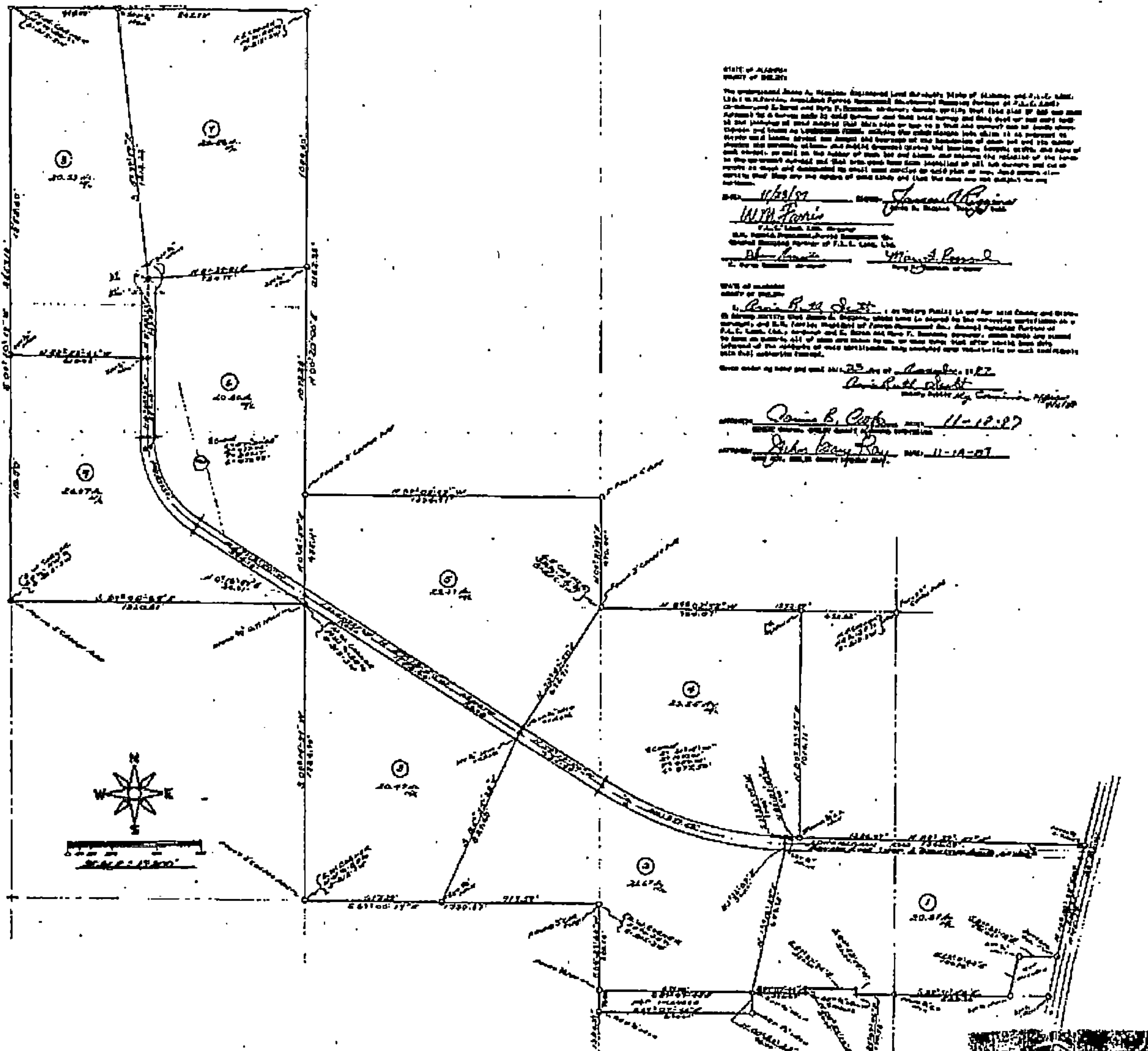


EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY



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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



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