


STATE OF ALABAMA)
COUNTY OF SHELBY)


20210401000163220 1/18 \$79.00
Shelby Cnty Judge of Probate, AL
04/01/2021 03:24:34 PM FILED/CERT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and among Pine Mountain Preserve, Inc., a Delaware corporation (the "Developer") and Pine Mountain Preserve Association, Inc., an Alabama nonprofit corporation ("Association).

RECITALS:

Developer has developed certain real property located in Shelby County, Alabama, into a subdivision of a limited number of large tracts of land with common areas for residential and recreational use (the "Development"), which real property is more particularly described in the Amendment and Restatement of the Declaration of Easements Covenants and Restrictions, The Pine Mountain Preserve, a Natural Community, as recorded in the Probate Office of Shelby County, Alabama as Instrument # 20210222000087210 as corrected by the Scrivener's Affidavit recorded in said office as Instrument # 20210311000121530 (the "Declaration"). Developer has organized the Association to provide for the management and regulation of the Development.

The Declaration provides that the Developer may from time to time add additional property to the Development by submitting the additional property to the Declaration in a recorded instrument. Developer has added additional property to the Development known as the Foxtail Farms Sector (the "Foxtail Sector") by filing in the Probate Office of Shelby County, Alabama, the Supplementary Declaration and Amendment to the Declaration, recorded as Instrument # ~~20210401000163~~²¹⁰ (the "Foxtail Supplementary Declaration"). Developer has also added additional property to the Development known as the Pine Mountain Trail Sector (the "Pine Trail Sector") by filing in the Probate Office of Shelby County, Alabama, the Supplementary Declaration and Amendment to the Declaration, recorded as Instrument # ~~20210401000163~~²⁰⁰ (the "Pine Trail Supplementary Declaration").

Access to and from the Development and Shelby County Road 461 is provided by a road (the "Development Entrance Road") constructed and used pursuant to the easement granted in favor of the Developer and its successors and assigns in that certain Easement Agreement recorded in the Probate Office in Shelby County, Alabama, as instrument #20140829000272700, as amended by the instrument recorded as Instrument # 20210209000067920 in said office. The Declaration grants to the Association an easement for the use of the Development Entrance Road by the owners and occupants of the Development. The Developer has constructed on its property roads that will connect to the Development Entrance Road and that will provide access through the Development to and through the Foxtail Sector, which roads are reflected on the drawing attached hereto as Exhibit "A" and include: (i) the road designated as the Needle Rush Easement on Exhibit "A" which is more particularly described on Exhibit "A-1" attached hereto (the "Needle Rush Easement"); (ii) the road designated as the Pine Branch Easement on Exhibit "A" which is more particularly described on Exhibit "A-2" attached hereto (the "Pine Branch Easement"); and (iii) the road designated as the Foxtail Path Easement on Exhibit "A" which is more particularly

described on Exhibit A-3" attached hereto (the "Foxtail Path Easement" and together with the Needle Rush Easement and the Pine Branch Easement collectively referred to as the "Development Entrance Extension Roads"). Developer desires to grant to the Association a non-exclusive easement to use the Development Entrance Extension Roads for the benefit of the owners and occupants of the Development in common with the Developer and its successors and assigns on the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, THESE PREMISES CONSIDERED, and in consideration of the mutual covenants and undertakings herein set forth and other good and valuable consideration, the undersigned parties hereby amend and restate the Easement Agreement in its entirety to read as follows:

1. Grant of Easement.

(a) Developer hereby grants and conveys to the Association and its successors and assigns the following:

(i) a perpetual non-exclusive easement and right of way in, over, across, upon, along and through the Development Entrance Extension Roads for ingress and egress of vehicular and pedestrian traffic to, from, and between Shelby County Highway 461 and the property now or hereafter included in the Development; provided that such use shall be limited to the passage and accommodation of vehicles and pedestrians consistent with good traffic control and shall not include the right to park or otherwise allow vehicles to stand (except momentarily) on the Development Entrance Extension Roads; and

(ii) a perpetual non-exclusive easement in, over, across, under, upon, along and through the Development Entrance Extension Roads for the installation, maintenance repair and replacement of utilities lines and equipment that benefit all or a portion of the property now or hereafter included in the Development, including without limitation water, sanitary sewer, electricity, gas, telephone and cable television; provided that all transmission, distribution and other lines and pipes shall be placed underground; provided further that the Association shall, at its expense, repair and replace all damage to the Development Entrance Extension Roads caused in connection with the installation, maintenance, repair or replacement of the utilities and shall restore the Development Entrance Extension Roads to substantially the same condition as existed prior to such damage; and

(iii) a perpetual non-exclusive easement in, over, across, under, upon, along and through the Development Entrance Extension Roads for the construction, installation, maintenance, operation, repair and replacement of signs, improvements and landscaping to provide a controlled access gate on the Pine Branch Easement in accordance with Section 4 hereof.

(b) The Easement herein granted shall be for the benefit of the property now or hereafter included in the Development for the use and enjoyment of the owners of all or a portion of the Development and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees, guests, and other invitees. The easement herein granted shall include the right for the Association to connect the Development Entrance Extension Roads to interior roads within the Development to provide for ingress and egress to, from and between the Development Entrance Extension Roads and locations within the Development; to establish and promulgate such speed limits and reasonable rules and regulations concerning vehicular and pedestrian traffic control on the Development Entrance Extension Roads; and to place traffic control devices on the Development Entrance Extension Roads as may be reasonably required for good traffic control without unreasonably interfering with access to and from the Development.

(c) The use of the Development Entrance Extension Roads is subject to the terms and conditions of the Declaration and to the terms and conditions of the Conservation Easement and Declaration of Restrictions and Covenants recorded in the Probate Office of Shelby County, Alabama, on December 28, 2005, as Instrument Number 20051228000666520 (the "Conservation Easement"). The Association, by its acceptance of this easement acknowledges and agrees that the terms and provisions of the Declaration and Conservation Easement shall be binding on the Association and successors and assigns with respect to the use of the Development Entrance Extension Roads.

(d) Developer hereby covenants that it is lawfully seized in fee simple of the land underlying the Development Entrance Extension Roads and that Developer has good right to grant the easements herein granted free and clear of all liens, mortgages and encumbrances, except for ad valorem taxes, which are not delinquent, the Conservation Easement, the Declaration, and other easements and restrictions of record that do not unreasonably interfere with the use of the Easement Parcel as herein contemplated.

2. Construction of Improvements. The Association acknowledges that the Developer has constructed the Development Entrance Extension Roads and accepts the Development Entrance Extension Roads in their current condition "AS IS". The Association shall, at its expense, keep and maintain the road surface of the Development Entrance Extension Roads and the improvements thereon and the gates (including the controlled access system) in good condition and state of repair and repair and replace the road surface and gates and controlled access systems as needed to maintain the Development Entrance Extension Roads in good condition. The Association shall, at its expense, repair and replace all damage to the Development Entrance Extension Roads caused in connection with the construction, installation, maintenance and replacement of utilities lines and equipment and other improvements constructed in the Development Entrance Extension Roads and shall restore the Development Entrance Extension Roads to substantially the same condition as they existed prior to such damage. The Association and its employees, agents, contractors and subcontractors shall have the right to enter upon the Development Entrance Extension Roads to the extent reasonably necessary to maintain the Development Entrance Extension Roads and shall have the right to erect barricades and signage for safety as reasonably necessary in connection with any temporary construction or repair and maintenance of the Development Entrance Extension Roads in a manner that will not unreasonably interfere with the reserved use of the Development Entrance Extension Roads as provided in Section 3 hereof.



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3. Reservation of Rights. The Developer reserves for itself as the owner of Development Entrance Extension Roads and for its successors and assigns, and for their respective mortgagees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees, invitees and business guests, the right to use the Development Entrance Extension Roads from time to time and at any time in such manner as will not be inconsistent and unreasonably interfere with the use of the Development Entrance Extension Roads as provided in Section 1 hereof. This reservation of the right to use the Development Entrance Extension Roads rights shall benefit any additional real property that the Developer may from time to time add to, and include in, the Development or additional property Developer may from time to time undertake to develop in a separate development. Developer shall have full power and authority to execute and file with the Probate Office of Shelby County, Alabama, an instrument to describe the additional property benefited by this Easement Agreement. Notwithstanding anything herein to the contrary, the Developer shall have the right to construct and install utilities lines and equipment for the purpose of serving additional property benefited by this easement, in which event Developer shall, at its expense, repair and replace all damage to the Development Entrance Extension Roads caused by Developer in connection with the construction, installation, maintenance and replacement of utilities lines and equipment and other improvements constructed in the Development Entrance Extension Roads

4. Controlled Access to and from the Development Entrance Extension Roads. The parties acknowledge and agree that the Declaration provides that the "Access Road" for the "Lake Tracts" is a "Limited Common Area" (such capitalized terms are defined in the Declaration), and that the Declaration allows for the construction and operation of a gate and controlled access system that will restrict general access to and from the Access Road and Lake Tracts through the Development Entrance Road. Developer and the Association shall have the right to construct and install a gate and controlled access system on the Pine Branch Easement to limit general access to the Access Road to and from the Development Entrance Road; provided that the gate and controlled access shall not restrict access to the Foxtail Path Easement. The Association shall have the right to manage the operation of the gates and controlled access system in a manner consistent with the terms and provisions of the Declaration and this Easement Agreement.

5. Covenants Running with the Land. The rights and easements granted hereunder shall be covenants running with and appurtenant to the property in the Development and any additional property designated by the Developer in a recorded instrument as provided in Section 3 hereof (collectively the "Benefitted Property"), and the benefits and burdens under this Easement shall be binding upon and inure to the benefit of the owners of the Benefitted Property and their respective successors and assigns. The rights and limitations on the use of the Development Entrance Extension Roads shall be binding upon and inure to the benefit of any lessee, sublessee, licensee, invitee or any other person from time to time entitled to the use and occupancy, or access to, any portion of the Benefitted Property. No covenant, condition or restriction hereunder is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

6. Amendment. The easements, covenants and provisions of this Easement Agreement may be amended by a written instrument executed by the Developer and the Association; provided that no such amendment shall unreasonably interfere with the use of the Development Entrance Extension Roads as herein provided unless also executed by all of the owners of the Benefitted Property and their respective mortgagees with respect to said property.

Notwithstanding anything herein to the contrary, Developer shall have the right to amend this Easement Agreement to add additional property to the Benefitted Property in accordance with Section 3 hereof. Such amendment shall be effective upon filing said instrument in the Probate Office of Shelby County, Alabama.


7. Miscellaneous.

(a) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development Entrance Extension Roads to the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Easement Agreement shall be strictly limited to, and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective successors and assigns who become owners of the Benefitted Property and their agents, employees, lessees, sublessees, contractors, subcontractors, licensees, invitees and guests. Nothing contained in this Easement Agreement, express or implied, shall confer upon any other person or entity any rights or remedies under or by reason of this Easement Agreement.

(b) The Easement Parcel is located in the State of Alabama and this Easement Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama.

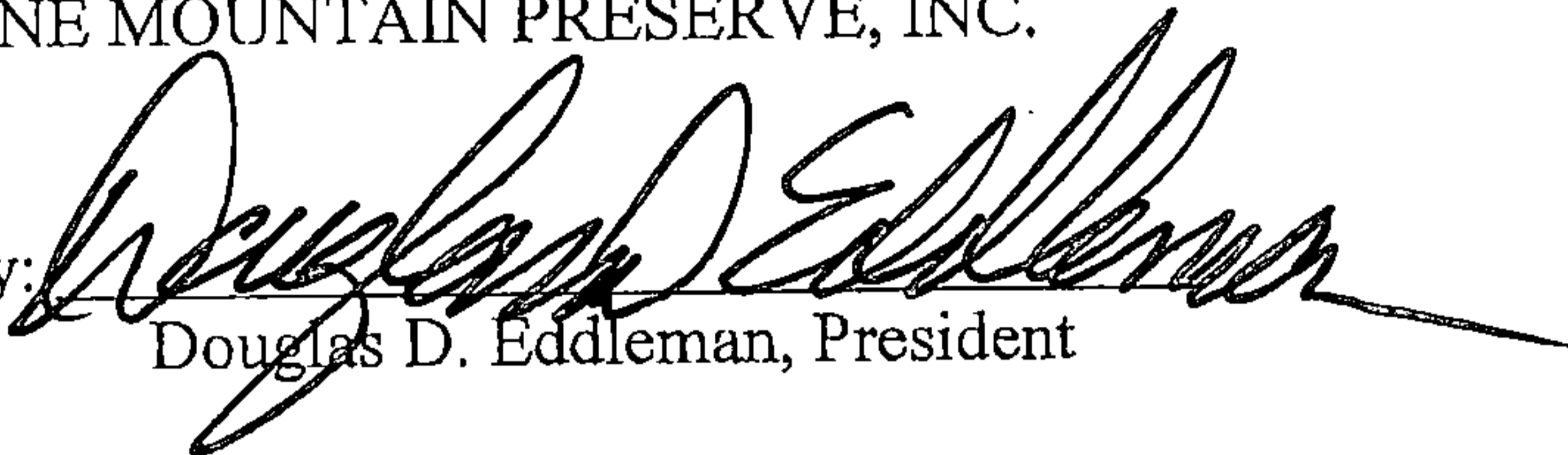
(d) If any provision of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Easement Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[Signatures on following page]

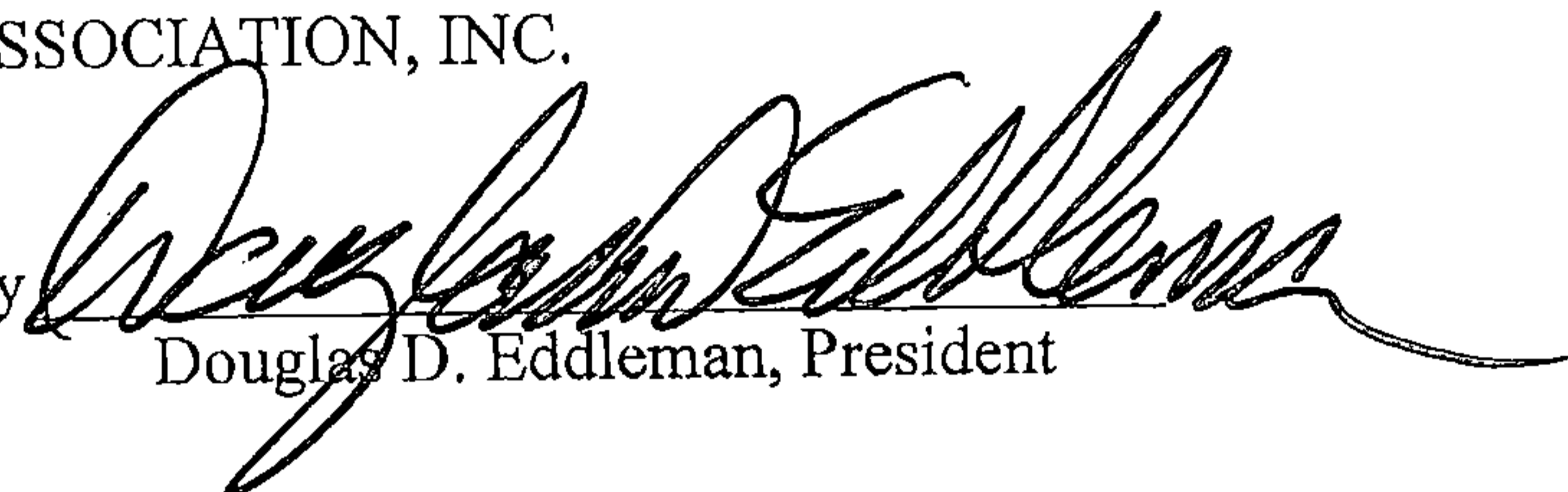

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IN WITNESS WHEREOF, the parties have executed this Easement Agreement with the intent that it be effective as of the date first above written on this 1st day of April, 2021.

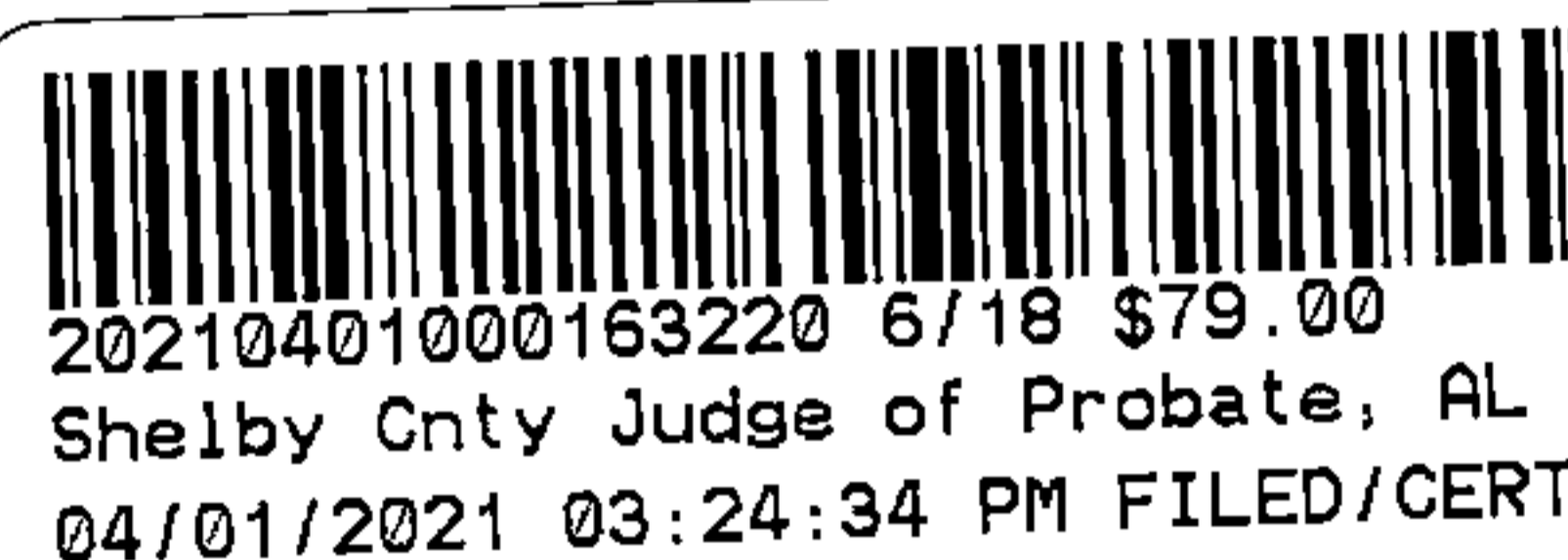
PINE MOUNTAIN PRESERVE, INC.

By: 
Douglas D. Eddleman, President

PINE MOUNTAIN PRESERVE
ASSOCIATION, INC.

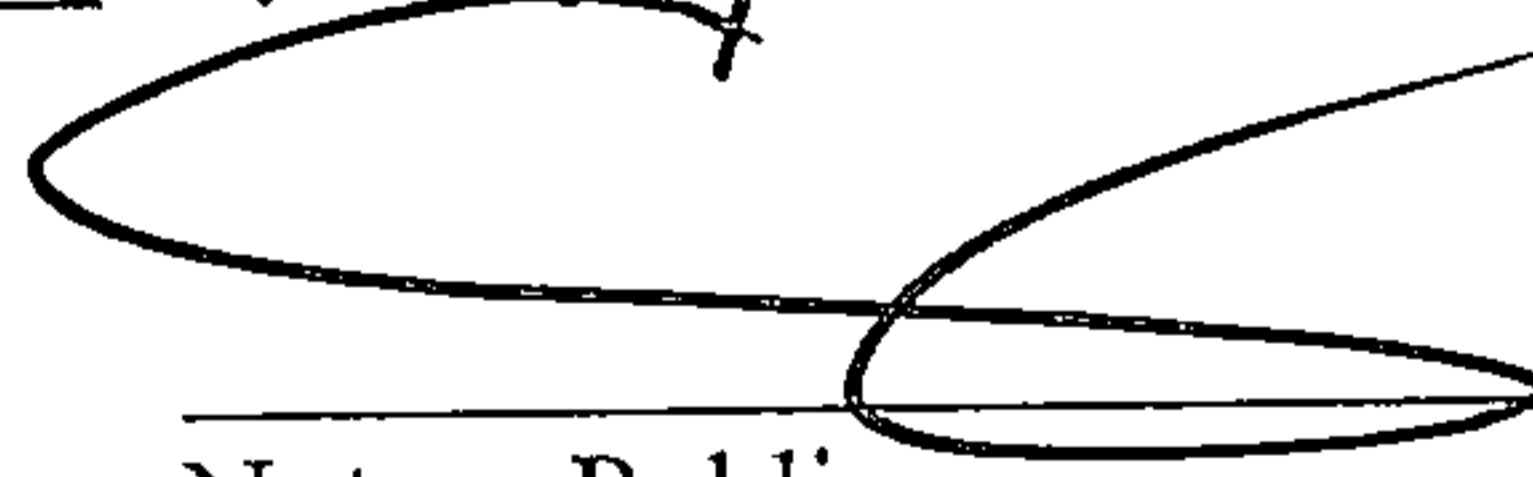
By: 
Douglas D. Eddleman, President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve, Inc., a Delaware corporation, 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this 1st day of April, 2021.



Notary Public
My Commission Expires: 6-2-2023



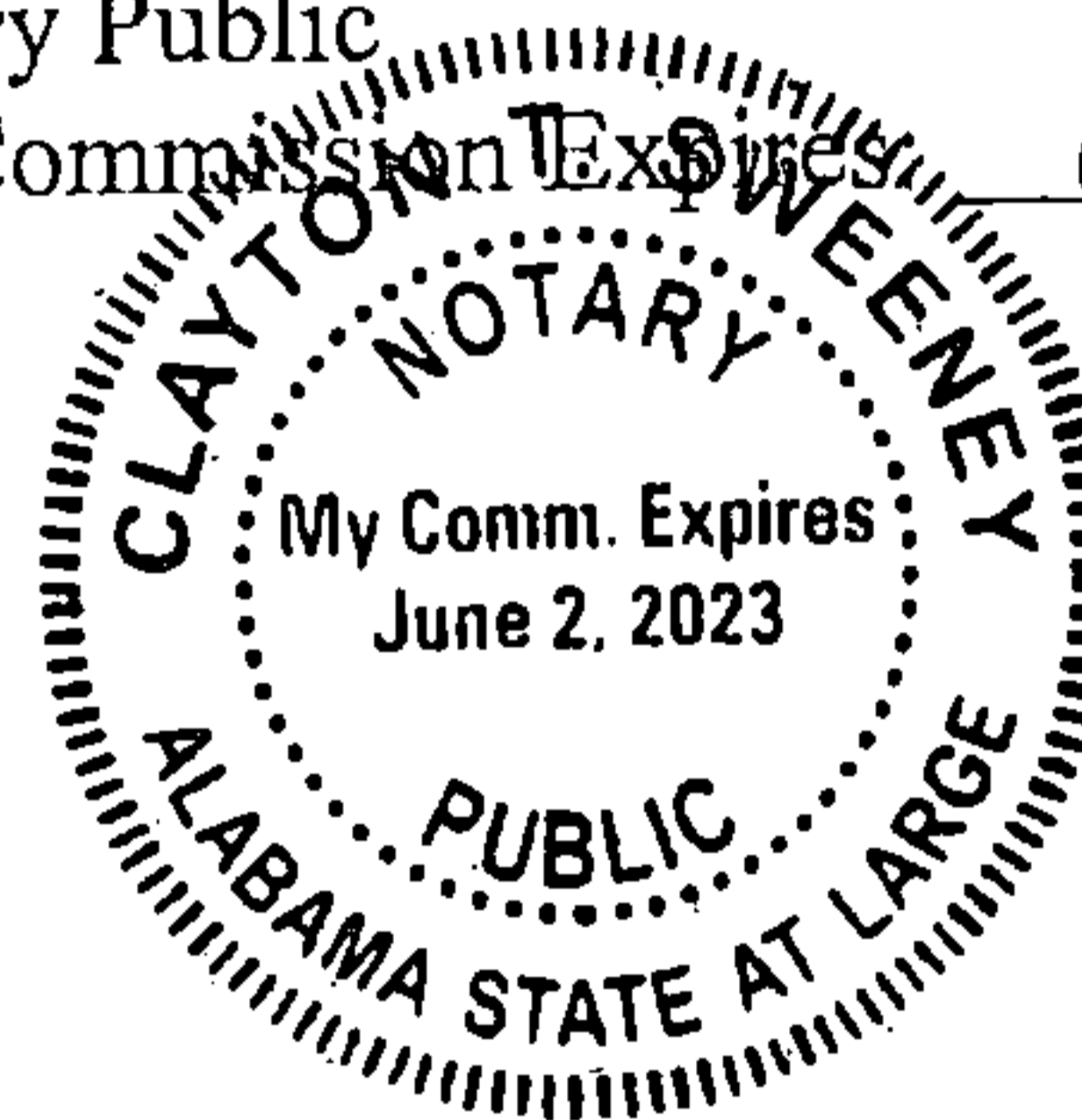
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve Association, Inc., an Alabama nonprofit corporation, 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this 1st day of April, 2021.



Notary Public
My Commission Expires 6-2-2023



This instrument was prepared by:
Jack P. Stephenson, Jr.
BURR & FORMAN LLP
420 N. 20th Street, Suite 3400
Birmingham, Alabama 35203
Phone: 205-251-3000



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EXHIBIT A

DEVELOPMENT ENTRANCE EXTENSION ROADS



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EXHIBIT A-1

NEEDLE RUSH EASEMENT



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NEEDLE RUSH EASEMENT:

A 50 FOOT NONEXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT SITUATED IN SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING 25 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA THENCE RUN NORTH 00 DEGREES 01 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 168.51 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST FOR 3549.05 FEET TO THE INTERSECTION OF PINE MOUNTAIN TRAIL AND NEEDLE RUSH, BOTH PRIVATE DRIVES, AND THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE RUN ALONG NEEDLE RUSH THE FOLLOWING DESCRIBED COURSES:

**NORTH 52 DEGREES 53 MINUTES 16 SECONDS EAST FOR 96.40 FEET;
NORTH 68 DEGREES 22 MINUTES 22 SECONDS EAST FOR 45.46 FEET;
NORTH 81 DEGREES 18 MINUTES 59 SECONDS EAST FOR 28.23 FEET;
SOUTH 70 DEGREES 55 MINUTES 55 SECONDS EAST FOR 69.42 FEET;
SOUTH 74 DEGREES 08 MINUTES 25 SECONDS EAST FOR 52.13 FEET;
NORTH 67 DEGREES 26 MINUTES 22 SECONDS EAST FOR 72.81 FEET;
NORTH 52 DEGREES 39 MINUTES 41 SECONDS EAST FOR 75.78 FEET;
NORTH 49 DEGREES 32 MINUTES 57 SECONDS EAST FOR 151.15 FEET;
NORTH 59 DEGREES 19 MINUTES 56 SECONDS EAST FOR 74.54 FEET;
NORTH 63 DEGREES 12 MINUTES 59 SECONDS EAST FOR 168.03 FEET;
NORTH 50 DEGREES 16 MINUTES 21 SECONDS EAST FOR 76.59 FEET;
NORTH 39 DEGREES 03 MINUTES 10 SECONDS EAST FOR 135.32 FEET;
NORTH 40 DEGREES 31 MINUTES 21 SECONDS EAST FOR 121.48 FEET;
NORTH 45 DEGREES 31 MINUTES 56 SECONDS EAST FOR 365.86 FEET;
NORTH 38 DEGREES 51 MINUTES 07 SECONDS EAST FOR 280.51 FEET;
NORTH 47 DEGREES 07 MINUTES 06 SECONDS EAST FOR 22.69 FEET;
TO THE INTERSECTION OF NEEDLE RUSH AND PINE BRANCH AND THE END OF SAID EASEMENT CENTERLINE.**

SAID EASEMENT CENTERLINE MEASURING 1,836 FEET MORE OR LESS



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EXHIBIT A-2

PINE BRANCH EASEMENT



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PINE BRANCH EASEMENT:

A 50 FOOT NONEXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT SITUATED IN THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING 25 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA THENCE RUN NORTH 00 DEGREES 01 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 168.51 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST FOR 3549.05 FEET TO THE INTERSECTION OF PINE MOUNTAIN TRAIL AND NEEDLE RUSH, BOTH PRIVATE DRIVES; THENCE RUN ALONG NEEDLE RUSH THE FOLLOWING DESCRIBED COURSES:

**NORTH 52 DEGREES 53 MINUTES 16 SECONDS EAST FOR 96.40 FEET;
NORTH 68 DEGREES 22 MINUTES 22 SECONDS EAST FOR 45.46 FEET;
NORTH 81 DEGREES 18 MINUTES 59 SECONDS EAST FOR 28.23 FEET;
SOUTH 70 DEGREES 55 MINUTES 55 SECONDS EAST FOR 69.42 FEET;
SOUTH 74 DEGREES 08 MINUTES 25 SECONDS EAST FOR 52.13 FEET;
NORTH 67 DEGREES 26 MINUTES 22 SECONDS EAST FOR 72.81 FEET;
NORTH 52 DEGREES 39 MINUTES 41 SECONDS EAST FOR 75.78 FEET;
NORTH 49 DEGREES 32 MINUTES 57 SECONDS EAST FOR 151.15 FEET;
NORTH 59 DEGREES 19 MINUTES 56 SECONDS EAST FOR 74.54 FEET;
NORTH 63 DEGREES 12 MINUTES 59 SECONDS EAST FOR 168.03 FEET;
NORTH 50 DEGREES 16 MINUTES 21 SECONDS EAST FOR 76.59 FEET;
NORTH 39 DEGREES 03 MINUTES 10 SECONDS EAST FOR 135.32 FEET;
NORTH 40 DEGREES 31 MINUTES 21 SECONDS EAST FOR 121.48 FEET;
NORTH 45 DEGREES 31 MINUTES 56 SECONDS EAST FOR 365.86 FEET;
NORTH 38 DEGREES 51 MINUTES 07 SECONDS EAST FOR 280.51 FEET;
NORTH 47 DEGREES 07 MINUTES 06 SECONDS EAST FOR 22.69 FEET;**

TO THE INTERSECTION OF NEEDLE RUSH AND PINE BRANCH, AND THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE. THENCE RUN ALONG PINE BRANCH THE FOLLOWING COURSES:

**NORTH 45 DEGREES 17 MINUTES 30 SECONDS WEST FOR 107.65 FEET;
NORTH 54 DEGREES 36 MINUTES 14 SECONDS WEST FOR 158.52 FEET;
NORTH 79 DEGREES 53 MINUTES 15 SECONDS WEST FOR 66.67 FEET TO THE INTERSECTION OF PINE BRANCH AND FOXTAIL PATH; THENCE CONTINUE ALONG PINE BRANCH THE FOLLOWING COURSES:**

**NORTH 86 DEGREES 35 MINUTES 40 SECONDS WEST FOR 82.07 FEET;
NORTH 69 DEGREES 47 MINUTES 39 SECONDS WEST FOR 50.67 FEET;
NORTH 38 DEGREES 05 MINUTES 20 SECONDS WEST FOR 48.28 FEET;
NORTH 38 DEGREES 59 MINUTES 57 SECONDS WEST FOR 97.19 FEET;
NORTH 26 DEGREES 30 MINUTES 06 SECONDS WEST FOR 159.80 FEET
TO THE INTERSECTION OF PINE BRANCH AND PINE MOUNTAIN TRAIL AND
THE END OF SAID EASEMENT CENTERLINE.**

SAID EASEMENT CENTERLINE MEASURING 770 FEET MORE OR LESS.



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EXHIBIT A-3
FOXTAIL PATH EASEMENT



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FOXTAIL PATH EASEMENT:

A 50 FOOT NONEXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING 25 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA THENCE RUN NORTH 00 DEGREES 01 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 168.51 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST FOR 3549.05 FEET TO THE INTERSECTION OF PINE MOUNTAIN TRAIL AND NEEDLE RUSH, BOTH PRIVATE DRIVES; THENCE RUN ALONG NEEDLE RUSH THE FOLLOWING DESCRIBED COURSES: NORTH 52 DEGREES 53 MINUTES 16 SECONDS EAST FOR 96.40 FEET; NORTH 68 DEGREES 22 MINUTES 22 SECONDS EAST FOR 45.46 FEET; NORTH 81 DEGREES 18 MINUTES 59 SECONDS EAST FOR 28.23 FEET; SOUTH 70 DEGREES 55 MINUTES 55 SECONDS EAST FOR 69.42 FEET; SOUTH 74 DEGREES 08 MINUTES 25 SECONDS EAST FOR 52.13 FEET; NORTH 67 DEGREES 26 MINUTES 22 SECONDS EAST FOR 72.81 FEET; NORTH 52 DEGREES 39 MINUTES 41 SECONDS EAST FOR 75.78 FEET; NORTH 49 DEGREES 32 MINUTES 57 SECONDS EAST FOR 151.15 FEET; NORTH 59 DEGREES 19 MINUTES 56 SECONDS EAST FOR 74.54 FEET; NORTH 63 DEGREES 12 MINUTES 59 SECONDS EAST FOR 168.03 FEET; NORTH 50 DEGREES 16 MINUTES 21 SECONDS EAST FOR 76.59 FEET; NORTH 39 DEGREES 03 MINUTES 10 SECONDS EAST FOR 135.32 FEET; NORTH 40 DEGREES 31 MINUTES 21 SECONDS EAST FOR 121.48 FEET; NORTH 45 DEGREES 31 MINUTES 56 SECONDS EAST FOR 365.86 FEET; NORTH 38 DEGREES 51 MINUTES 07 SECONDS EAST FOR 280.51 FEET; NORTH 47 DEGREES 07 MINUTES 06 SECONDS EAST FOR 22.69 FEET; TO THE INTERSECTION OF NEEDLE RUSH AND PINE BRANCH, BOTH PRIVATE DRIVES; THENCE RUN ALONG PINE BRANCH THE FOLLOWING COURSES: NORTH 45 DEGREES 17 MINUTES 30 SECONDS WEST FOR 107.65 FEET; NORTH 54 DEGREES 36 MINUTES 14 SECONDS WEST FOR 158.52 FEET; NORTH 79 DEGREES 53 MINUTES 15 SECONDS WEST FOR 66.67 FEET TO THE INTERSECTION OF PINE BRANCH AND FOXTAIL PATH AND THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE RUN ALONG FOXTAIL PATH THE FOLLOWING COURSES: NORTH 04 DEGREES 25 MINUTES 31 SECONDS EAST FOR 105.65 FEET; NORTH 19 DEGREES 00 MINUTES 17 SECONDS EAST FOR 34.84 FEET; NORTH 28 DEGREES 50 MINUTES 22 SECONDS EAST FOR 54.48 FEET; NORTH 29 DEGREES 18 MINUTES 22 SECONDS EAST FOR 173.21 FEET; NORTH 32 DEGREES 01 MINUTES 04 SECONDS EAST FOR 130.16 FEET; NORTH 38 DEGREES 15 MINUTES 39 SECONDS EAST FOR 67.38 FEET; NORTH 40 DEGREES 10 MINUTES 57 SECONDS EAST FOR 68.26 FEET; NORTH 42 DEGREES 55 MINUTES 31 SECONDS EAST FOR 307.67 FEET; NORTH 43 DEGREES 50 MINUTES 22 SECONDS EAST FOR 126.16 FEET; NORTH 45 DEGREES 21 MINUTES 10 SECONDS EAST FOR 96.64 FEET; NORTH 44 DEGREES 20 MINUTES 44 SECONDS EAST FOR 128.27 FEET; NORTH 42 DEGREES 48 MINUTES 43 SECONDS EAST FOR 103.06 FEET; NORTH 40 DEGREES 25 MINUTES 01 SECONDS EAST FOR 141.00 FEET; NORTH 57 DEGREES 55 MINUTES 58 SECONDS EAST FOR 122.92 FEET; NORTH 53 DEGREES 20 MINUTES 08 SECONDS EAST FOR 102.12 FEET; NORTH 49 DEGREES 22 MINUTES 41 SECONDS EAST FOR 258.27 FEET;

NORTH 44 DEGREES 10 MINUTES 24 SECONDS EAST FOR 215.91 FEET;
NORTH 44 DEGREES 28 MINUTES 47 SECONDS EAST FOR 433.00 FEET;
NORTH 45 DEGREES 34 MINUTES 45 SECONDS EAST FOR 87.02 FEET;
NORTH 52 DEGREES 16 MINUTES 47 SECONDS EAST FOR 75.80 FEET;
NORTH 52 DEGREES 56 MINUTES 05 SECONDS EAST FOR 178.78 FEET;
NORTH 54 DEGREES 33 MINUTES 27 SECONDS EAST FOR 187.08 FEET;
NORTH 53 DEGREES 43 MINUTES 18 SECONDS EAST FOR 230.21 FEET;
NORTH 48 DEGREES 42 MINUTES 38 SECONDS EAST FOR 71.24 FEET;
NORTH 47 DEGREES 36 MINUTES 11 SECONDS EAST FOR 79.60 FEET;
NORTH 43 DEGREES 10 MINUTES 01 SECONDS EAST FOR 88.27 FEET;
NORTH 40 DEGREES 04 MINUTES 39 SECONDS EAST FOR 60.22 FEET;
NORTH 34 DEGREES 54 MINUTES 44 SECONDS EAST FOR 195.42 FEET;
NORTH 29 DEGREES 13 MINUTES 39 SECONDS EAST FOR 217.87 FEET;
NORTH 42 DEGREES 54 MINUTES 40 SECONDS EAST FOR 52.68 FEET;
NORTH 49 DEGREES 16 MINUTES 30 SECONDS EAST FOR 43.09 FEET;
NORTH 55 DEGREES 07 MINUTES 16 SECONDS EAST FOR 64.38 FEET;
NORTH 65 DEGREES 01 MINUTES 08 SECONDS EAST FOR 66.33 FEET;
NORTH 68 DEGREES 28 MINUTES 47 SECONDS EAST FOR 306.89 FEET;
NORTH 66 DEGREES 30 MINUTES 26 SECONDS EAST FOR 131.45 FEET;
NORTH 59 DEGREES 22 MINUTES 06 SECONDS EAST FOR 80.91 FEET;
NORTH 48 DEGREES 57 MINUTES 42 SECONDS EAST FOR 340.04 FEET;
NORTH 45 DEGREES 00 MINUTES 08 SECONDS EAST FOR 59.43 FEET;
NORTH 42 DEGREES 07 MINUTES 20 SECONDS EAST FOR 77.03 FEET;
NORTH 34 DEGREES 10 MINUTES 00 SECONDS EAST FOR 66.56 FEET
TO THE END OF SAID EASEMENT CENTERLINE.

SAID EASEMENT CENTERLINE MEASURING 5,429 FEET MORE OR LESS.



20210401000163220 16/18 \$79.00
Shelby Cnty Judge of Probate, AL
04/01/2021 03:24:34 PM FILED/CERT

CONSENT OF LENDER

Bryant Bank (the "Bank"), as the holder and owner of mortgages recorded in the Probate Office of Shelby County, Alabama as Instrument Numbers 20181120000409940 and 20181120000409930 which include certain real property made subject to the above and foregoing Easement Agreement for Pine Mountain Trail Sector and FoxTail Farms Sector, to be recorded in the Probate Office of Shelby County, Alabama, (the "Declaration"), does hereby consent to the Easement Agreement and does hereby agree that said property shall remain subject to the terms and conditions of the Easement Agreement if the Bank should succeed to the interest of the mortgagor by foreclosure of the herein described mortgage or by accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1st day of ~~February~~ April, 2021.

BRYANT BANK

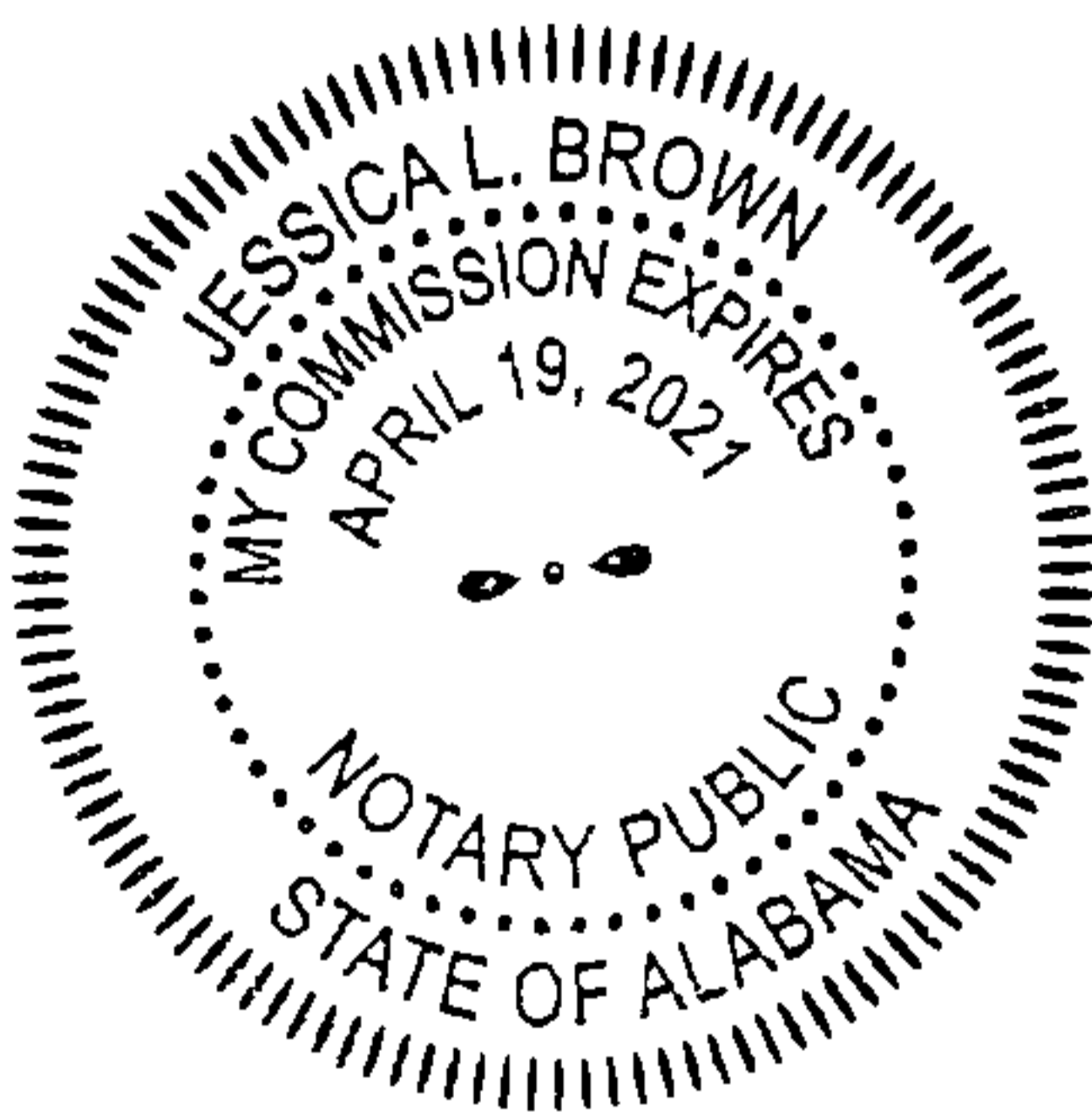
By: [Signature]

Its: EVP

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall Jordan, whose name as EVP of Bryant Bank, an Alabama state banking corporation, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this 1st day of ~~February~~ April, 2021.



Jessica L. Brown
Notary Public
My Commission Expires: 4-19-2021



20210401000163220 17/18 \$79.00
Shelby Cnty Judge of Probate, AL
04/01/2021 03:24:34 PM FILED/CERT

CONSENT OF LENDER

Trustmark National Bank (the "Bank"), as the holder and owner of mortgage recorded in the Probate Office of Shelby County, Alabama as Instrument Number 20190325000094360 which includes certain real property made subject to the above and foregoing Easement Agreement for Pine Mountain Trail Sector and Fox Tail Sector to be recorded in the Probate Office of Shelby County, Alabama (the "Easement"), does hereby consent to the Easement Agreement and does hereby agree that said property shall remain subject to the terms and conditions of the Easement Agreement as so amended if the Bank should succeed to the interest of the mortgagor by foreclosure of the herein described mortgage or by accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1 day of April, 2021.

TRUSTMARK NATIONAL BANK

By: [Signature]

Its: SUP

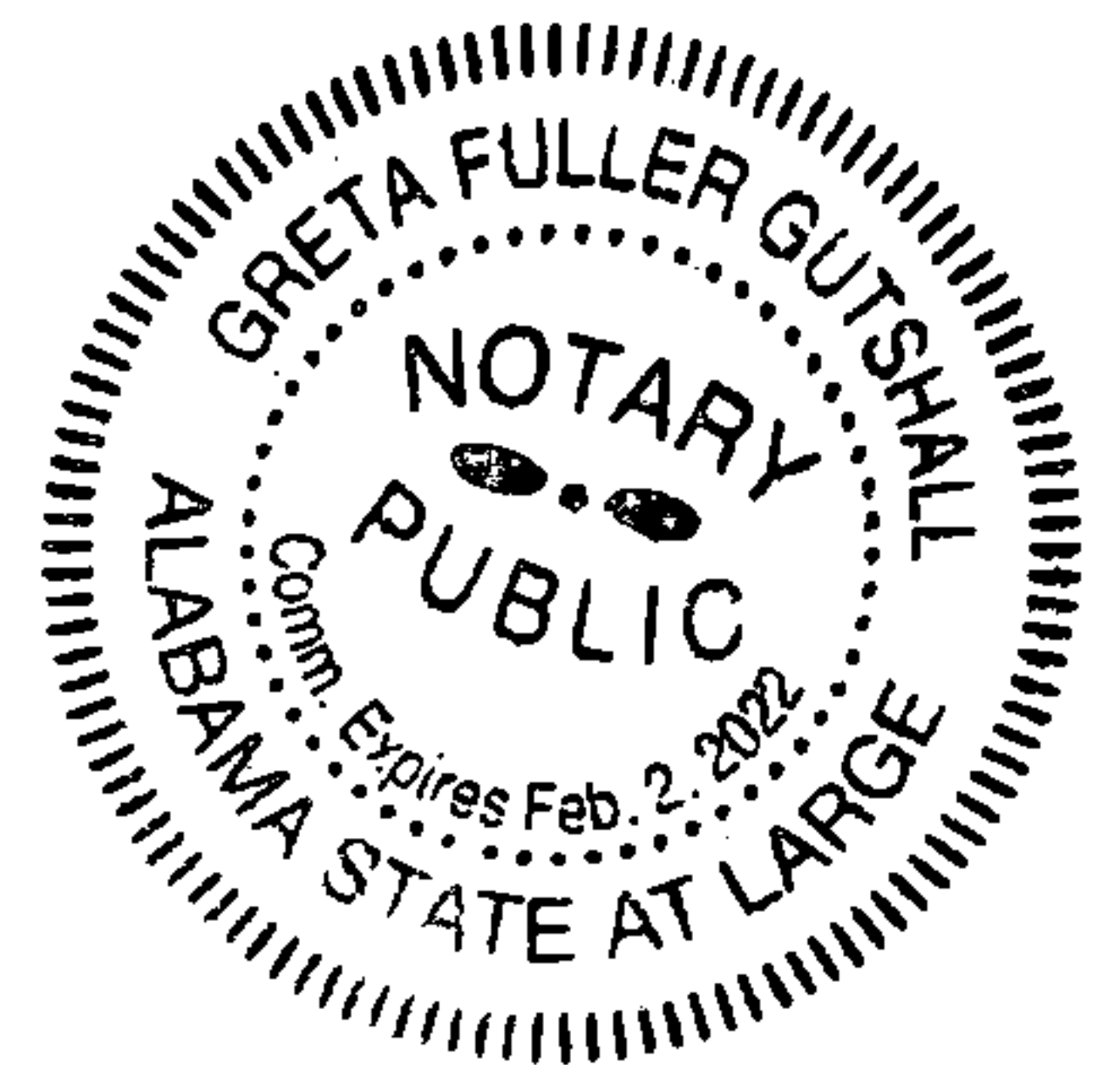
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ben Hendrix, whose name as Sr. Vice President of Trustmark National Bank, a national banking association, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this 1st day of April, 2021.

Greta Fuller Gutshall
Notary Public

My Commission Expires: 2-2-2022



20210401000163220 18/18 \$79.00
Shelby Cnty Judge of Probate, AL
04/01/2021 03:24:34 PM FILED/CERT