

STATE OF ALABAMA

SHELBY COUNTY

20230213000037150
02/13/2023 10:25:24 AM
ESMTAROW 1/9

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS; that the undersigned WLP70, LLC (Grantor), is the owner of those certain real properties described as Parcel 1 and Parcel 2 on the attached Exhibit A. Parcels 1 and 2 are separated by a railroad right of way owned by Norfolk Southern Railway Company (Railway). Parcel 2 does not have access to a public road but Parcel 1 does.

Grantor is desirous of creating an easement across Parcel 1 to provide access to Parcel 2. Parcel 1 is described herein the Servient Estate and Parcel 2 is described as the Dominant Estate.

NOW, THEREFORE, in consideration of the premises and for \$500 and other good and valuable considerations, the receipt and sufficiency of which are hereby, Grantor does hereby do the following:

1. GRANT OF EASEMENT: Grantor does hereby grant, bargain, sell and convey to itself and to its successors and assigns of the Dominant Estate a perpetual, non-exclusive easement, running with the land for vehicular and pedestrian ingress, egress and for drainage and utilities over the Servient Estate (the Easement). The Easement shall only be used by the owner of the Dominant Estate or such owner's agents, employees, patrons or invitees. The Easement may be used in any manner by the owner of the Servient Estate.
2. LOCATION OF EASEMENT: The Easement shall be located as described on Exhibit B attached hereto and is a roadway which is in existence. The width of the Easement shall be twenty five (25) feet. Grantor or its successor to the Servient Estate reserves the right to relocate the Easement so long as the roadway located on the Easement is of the same quality as the roadway exists now and so long as the distance of the Easement has not increased.
3. COMPLIANCE. The owner of the Dominant Estate shall comply with all requirements of license agreement with Railway dated May 9, 2022 which agreement is attached hereto as Exhibit C.
4. RESTRICTION: The Easement may not be assigned by the owner of the Dominant Estate to any person, firm or corporation that does not own the Dominant Estate.
5. MAINTENANCE: The owners of the Servient Estate and the Dominant Estate shall equally share the maintenance of the roadway contained in the Easement.
6. TERMINATION: The Easement shall terminate as to any portion of the Easement which is converted to a Public Road.

DONE this 13 day of February, 2023

WLP70, LLC

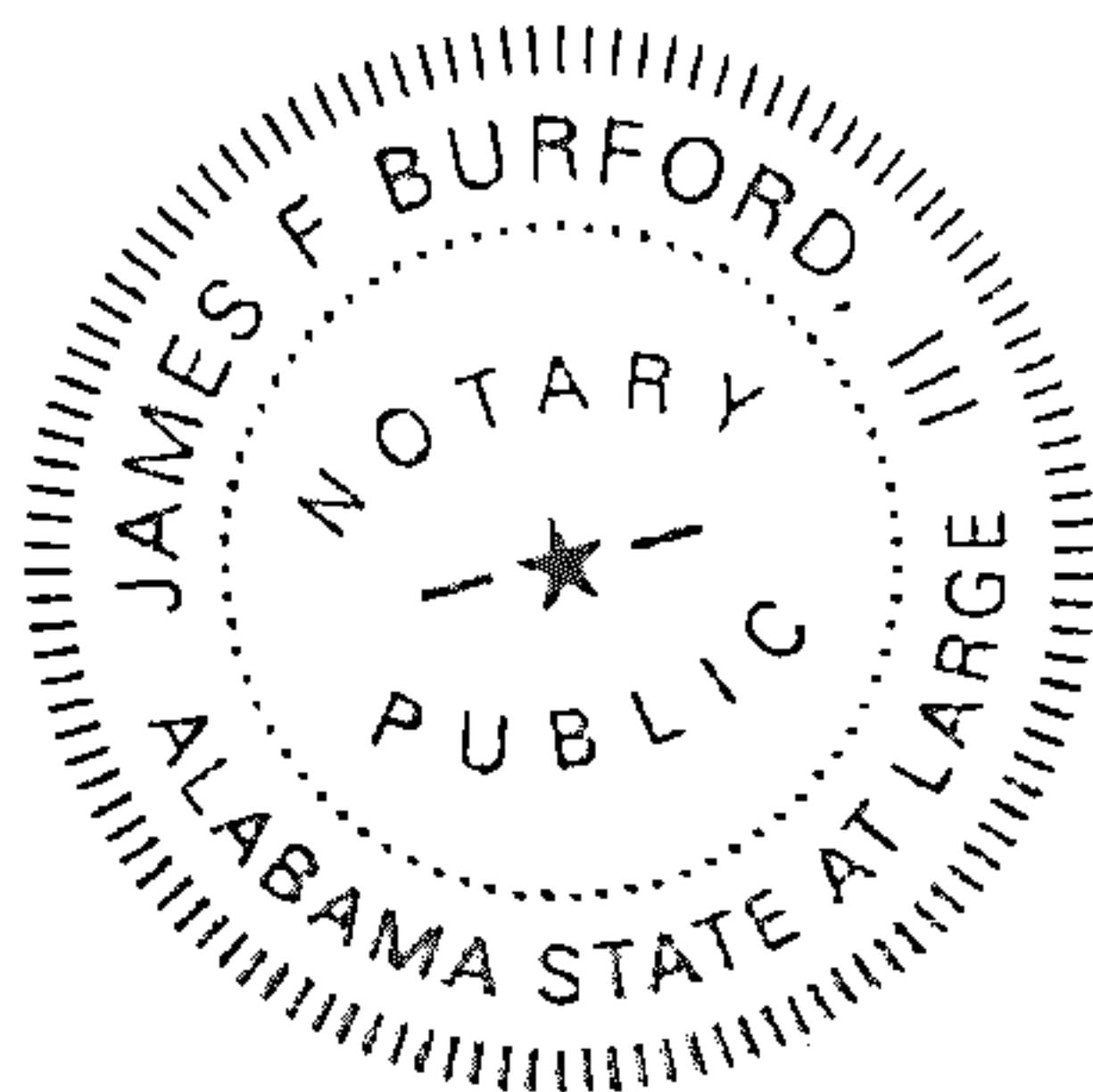
By: Randall H. Goggans

Randall H. Goggans, its Manager

STATE OF AL)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall H. Goggans whose name as Manager of WLP70 LLC, 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 instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 13 day of February, 2023



[Signature]
Notary Public

My Commission Expires: 3.1.26

Prepared by:
James F. Burford III
Attorney at Law
1318 Alford Ave. Suite 101
Hoover, Al. 35226

~~20210114000500910 10/14/2021 01:40:19 PM DEEDS 1/4~~

EXHIBIT 'A'

~~THE WILSON TRACT, TO WLF 70, LLC~~

PARCEL 1

BEGIN at the NE Corner of the NE 1/4 of the SW 1/4 of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S87°43'35"W a distance of 1335.81'; thence N00°03'51"W a distance of 1336.25'; thence N21°15'46"E a distance of 223.57' to the Southerly R.O.W. line of Alabama Highway 70; thence N68°50'05"W and along said R.O.W. line a distance of 233.75' to a curve to the left, having a radius of 2283.11', subtended by a chord bearing N70°08'09"W, and a chord distance of 103.70'; thence along the arc of said curve and along said R.O.W. line for a distance of 103.70'; thence N18°33'46"E and along said R.O.W. line a distance of 10.00' to a curve to the left, having a radius of 2293.11', and subtended by a chord bearing N78°35'06"W, and a chord distance of 570.66'; thence along the arc of said curve and along said R.O.W. line for a distance of 572.14'; thence S04°11'21"W and leaving said R.O.W. line a distance of 590.20'; thence N84°54'53"W a distance of 505.88'; thence S00°01'53"W a distance of 431.09'; thence S00°04'30"E a distance of 859.12'; thence S88°24'57"W a distance of 1329.30'; thence S00°12'07"W a distance of 1343.20'; thence S00°10'13"W a distance of 249.25'; thence S02°22'26"E a distance of 283.14' to the Northerly R.O.W. line of Norfolk Southern Railroad; thence N87°25'37"E and along said R.O.W. line a distance of 959.62' to a curve to the left, having a radius of 2820.00', subtended by a chord bearing N69°11'58"E, and a chord distance of 1764.14'; thence along the arc of said curve and along said R.O.W. line for a distance of 1784.25'; thence N50°58'19"E and along said R.O.W. line a distance of 1786.05'; thence N00°03'57"E and leaving said R.O.W. line a distance of 218.21' to the POINT OF BEGINNING. Said Parcel situated in Sections 27 and 28, all in Township 21 South, Range 1 West, Shelby County, Alabama.

Said Parcel containing 176.36 acres, more or less.

PARCEL 2

BEGIN at the SW Corner of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°50'53"E a distance of 1331.29'; thence N88°03'59"E a distance of 455.85'; thence N87°42'20"E a distance of 874.86'; thence N00°03'33"E a distance of 1337.00'; thence N00°03'57"E a distance of 990.19' to the Southerly R.O.W. line of Norfolk Southern Railroad; thence S50°58'19"W and along said R.O.W. line a distance of 1704.80' to a curve to the right, having a radius of 2920.00', subtended by a chord bearing S69°11'58"W, and a chord distance of 1626.70'; thence along the arc of said curve and along said R.O.W. line for a distance of 1857.88'; thence S87°25'37"W and along said R.O.W. line a distance of 959.97'; thence S02°22'26"E and leaving said R.O.W. line a distance of 706.25'; thence N88°05'20"E a distance of 1299.84' to the POINT OF BEGINNING. Said Parcel situated in Sections 27 and 28, all in Township 21 South, Range 1 West, Shelby County, Alabama.

Said Parcel containing 106.13 acres, more or less.

NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

Shiflett Surveying

P.O. Box 204
Columbiana, AL 35051
Phone: 205-669-1205
Rodney's Cell: 205-965-6344
Fax: 205-669-1298



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/14/2021 01:40:19 PM
S1080.50 JOANN
20211014000500910

Ann S. Byrd

EXHIBIT B

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A 25 Foot Wide Ingress/Egress Easement located in the West Half of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama;

COMMENCING at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, thence North $45^{\circ} 22' 26''$ West for a distance of 773.24 feet to the southeastern right of way of Norfolk Southern Railroad Right of Way, said point being the POINT OF BEGINNING of the following described centerline description, said easement lying 12.5 feet on either side of the following described centerline; thence North $32^{\circ} 40' 15''$ West for a distance of 28.02 feet; thence North $57^{\circ} 12' 09''$ West for a distance of 63.24 feet; thence North $78^{\circ} 12' 30''$ West for a distance of 48.46 feet; thence South $87^{\circ} 39' 13''$ West for a distance of 71.31 feet; thence North $88^{\circ} 00' 22''$ West for a distance of 131.82 feet; thence South $87^{\circ} 55' 33''$ West for a distance of 158.15 feet; thence North $88^{\circ} 12' 38''$ West for a distance of 228.51 feet; thence South $85^{\circ} 34' 32''$ West for a distance of 159.03 feet to a point on a curve to the right having a radius of 183.36 feet, with a chord bearing of North $65^{\circ} 16' 53''$ West and a chord length of 186.61 feet; thence along said arc, an arc length of 195.77 feet; thence North $34^{\circ} 41' 39''$ West for a distance of 165.03 feet to a point on a curve to the right having a radius of 231.04 feet, with a chord bearing of North $14^{\circ} 26' 11''$ West and a chord length of 114.61 feet; thence along said arc, an arc length of 115.82 feet; thence North $00^{\circ} 04' 30''$ West for a distance of 1443.71 feet to a point on a curve to the left having a radius of 535.00 feet, with a chord bearing of North $04^{\circ} 30' 06''$ West and a chord length of 82.59 feet; thence along said arc, an arc length of 82.67 feet; thence North $08^{\circ} 55' 42''$ West for a distance of 281.96 feet to a point on a curve to the right having a radius of 465.00 feet, with a chord bearing of North $04^{\circ} 29' 03''$ East and a chord length of 215.73 feet; thence along said arc, an arc length of 217.71 feet, ; thence North $17^{\circ} 53' 49''$ East for a distance of 61.25 feet to the southern right of way of Shelby County Highway No. 70 and POINT OF ending of said 25 foot wide easement.



EXHIBIT C

20230213000037150 02/13/2023 10:25:24 AM ESMTAROW 5/9

Activity Number: 1296661

THIS AGREEMENT, made and entered into by and between NORFOLK SOUTHERN RAILWAY COMPANY, a(n) VIRGINIA corporation, hereinafter styled "Railway"; and WAXAHATCHEE FARM, LLC, a(n) ALABAMA corporation, hereinafter styled "Licensee":

W I T N E S S E T H:

THAT the PARTIES HERETO agree as follows:

1. THAT, for and in consideration of the premises, payment of an initial fee of Five Hundred and 00/100 DOLLARS (\$ 500.00), and also an annual fee of Five Hundred and 00/100 DOLLARS (\$ 500.00), payable annually in advance during the continuance of this Agreement, Railway hereby grants unto Licensee, insofar as Railway's title enables it so to do and without warranty, the right to maintain, use and remove an existing private road crossing, hereinafter called "Crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located at Milepost 122.15-N, at or near COLUMBIANA, SHELBY County, ALABAMA,), located substantially as shown on Exhibit A attached hereto and made a part hereof.
2. Railway will, for the accommodation of and at the expense of Licensee, perform the work of maintaining and removing the portion of the Crossing between the rails in said track and to the outside ends of the crossties on each side thereof, and shall revise, relocate and reconstruct signal facilities and other railway facilities in such manner as may be necessary to this project. Licensee will pay to Railway, promptly upon bill rendered therefor, the actual expenditures incurred by Railway in connection with the maintenance and removal of the Crossing including, but not restricted to, the expenditures herein expressly described.
3. Licensee will, at the expense of Licensee, maintain and remove the Crossing (except the portion to be maintained and removed by Railway as aforesaid), including all necessary drainage, in all respects in accordance with the requirements of Railway looking to the safe and convenient operation and maintenance of its line of railway.
4. No person other than Licensee, its agents, employees, patrons, or invitees, shall be permitted to use the Crossing. Licensee hereby agrees that the Crossing shall be a private crossing only for the use and convenience of Licensee, its agents, employees, patrons, or invitees and shall not be, or be permitted to become, a highway for the use of the public. To the end of preventing the use of the Crossing by the public, Licensee will, at its expense, construct and maintain, at a point to be designated by the Superintendent of Railway or his duly authorized representative, a signboard clearly indicating that the Crossing is for the private purposes of Licensee.
5. In each instance when a vehicle approaches the Crossing, it shall stop and shall not proceed over said track of Railway until the driver has ascertained that no train or other rail equipment of Railway is approaching the Crossing. To that end, Licensee will, at Licensee's expense, provide for the installation and maintenance of such information, caution, traffic signs and barricades, including automatic warning devices, deemed necessary by Railway or required by any authorized public authority. At Railway's option, such protective devices may be installed and maintained by Railway at the expense of Licensee. Railway's failure to require protective signs, barricades or automatic warning devices shall not affect Licensee's liability under the terms of this Agreement.



20230213000037150 02/13/2023 10:25:24 AM ESMTAROW 6/9

6. Licensee accepts the privilege hereby granted with full cognizance of the risk of loss of life, personal injury and property loss or damage that may be caused by railway operations at or in the vicinity of the Crossing and by the construction, maintenance, use or removal of the Crossing by the Licensee or others. The Licensee is willing to assume this risk and covenants that the privilege hereby granted shall be used and enjoyed at the sole risk of the Licensee, and that Railway shall not have any responsibility whatever for any such loss, injury or damage. To that end, Licensee hereby agrees to indemnify and save harmless Railway, its officers, agents and employees, from and against all liability, claims, loss, damage, expense (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever, occurring or arising in any manner from railway operations at or in the vicinity of the Crossing and by the construction, maintenance, use or removal of the Crossing by the Licensee or others. The indemnity obligations imposed upon the Licensee by this paragraph shall be absolute and shall not be affected by the negligence, either primary or contributory, of the Railway or its officers, agents and employees.

7. In order to contribute toward the safety of train and motor vehicle operations at the Crossing, Licensee will, at all times during the life of this Agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the Crossing from either direction to see approaching trains before such person reaches a position of danger on or near the Crossing. Licensee also will prevent the erection on its premises of any structures that would interfere with the view of approaching trains or other rail equipment operating on said track.

8. (a) Prior to entry on Railway's property or use of the Crossing and during the period of this Agreement, Licensee shall procure and maintain in a form and with an insurance company satisfactory to Railway a policy of Personal Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide contractual liability coverage for liability assumed under this Agreement and shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. In addition, said policy shall be endorsed to name Railway as an additional insured and shall include a severability of interests' provision. As evidence of said insurance, a certificate of insurance shall be furnished to and approved by the Risk Manager, Norfolk Southern Corporation, 650 West Peachtree Street NW Atlanta, Georgia 30308 prior to entry on Railway's property or use of the Crossing. The certificate of insurance shall state that thirty (30) days advance written notice will be given to Railway of any material change in, or cancellation of such insurance.

(b) The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

9. It is specifically understood that the Crossing shall not be permitted to become a public grade crossing without the written consent of Railway and unless arrangements satisfactory to the Railway are made for the installation and maintenance of protective devices, without cost or expense to Railway. If the Crossing should at any time in the future become a public grade crossing, Licensee shall bear, or shall cause such public authority as may assume responsibility for said public grade crossing to bear, the cost of furnishing, installing and maintaining automatic signals, or such other protective devices deemed necessary by Railway to protect said public grade crossing.

10. Licensee shall not assign this Agreement without the written consent of Railway.



20230213000037150 02/13/2023 10:25:24 AM ESMTAROW 7/9

11. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

12. Either party hereto may terminate this Agreement at any time hereafter by serving upon the other thirty (30) days' written notice of election so to do. If Licensee shall violate any of its covenants herein, Railway may terminate this Agreement forthwith by written notice to Licensee of its election so to do. At or before the expiration of the time limited by any notice to Licensee of Railway's election to terminate this Agreement, Licensee will discontinue use of the Crossing and will restore said right of way or property to the condition existing prior to the use of the Crossing thereupon or to such condition reasonably acceptable to Railway; or, in default thereof, in addition to any other legal remedy it may have, Railway may close the Crossing and restore the condition of said right of way or property at the sole cost and expense of Licensee.

13. Any notice given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Railway: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Railway may designate in writing to Licensee.

(b) Licensee: WAXAHATCHEE FARM, LLC, 2909 COUNTY ROAD 1005, JEMISON, AL, 35085, or at such other address as Licensee may designate in writing to Railway.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

14. This Agreement shall take effect as of

15. Signature, the parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the 9 day of May, 2022.

Witness:

Solomon Jackson

As to Railway

NORFOLK SOUTHERN RAILWAY
COMPANY

Signature:

DocuSigned by:
Solomon Jackson
ECFF11FB073C461...

Name:

Solomon Jackson

Title:

Real Estate Director

Date:

5/9/2022

Witness:

As to Licensee

WAXAHATCHEE FARM, LLC

Signature:

DocuSigned by:
Randall Goggans
51FC8F98D425419...

Name:

Randall Goggans

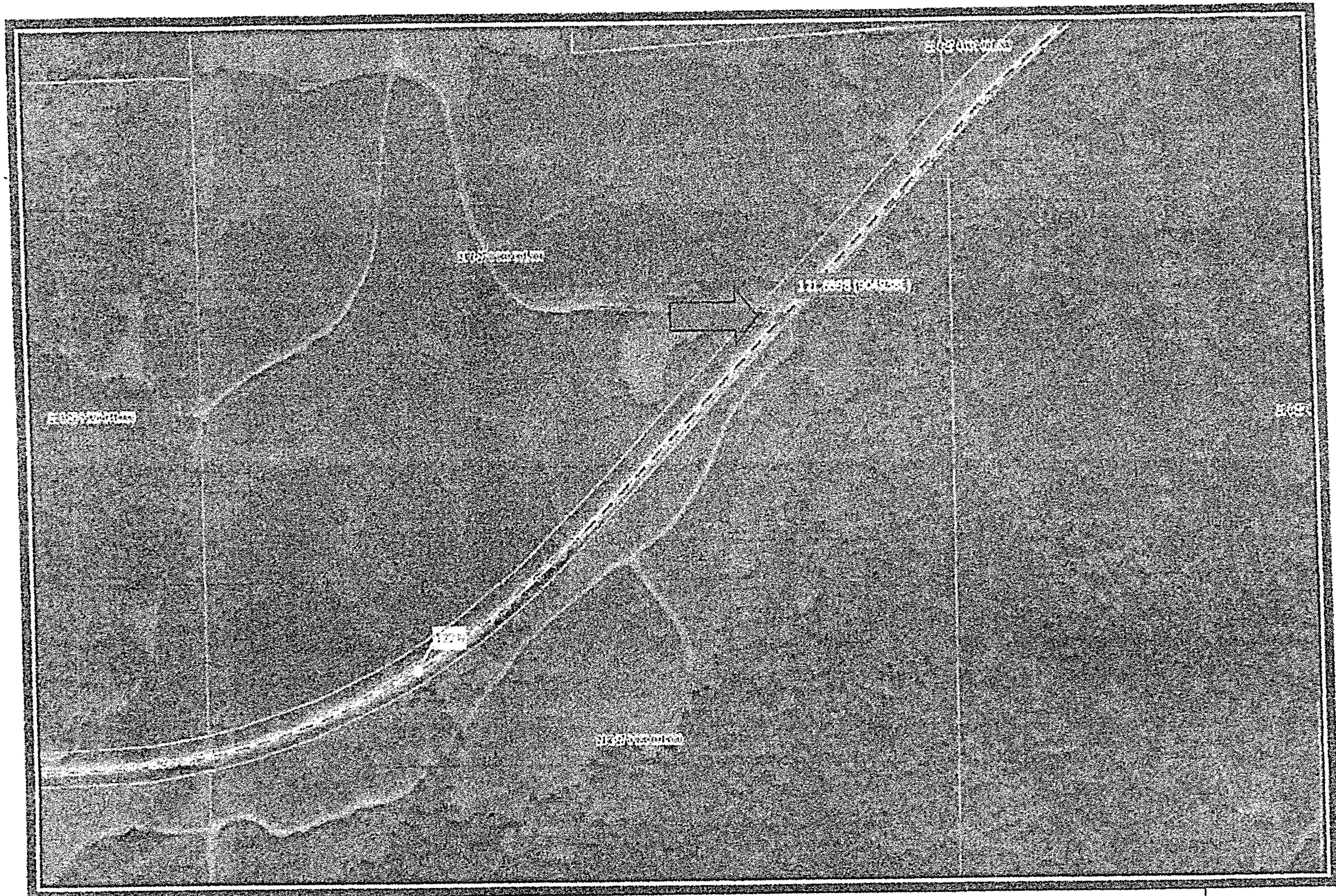
Title:

Member

Date:

5/9/2022

Exhibit A



Real Estate Department

Landlord:	NORFOLK SOUTHERN RAILWAY COMPANY		
GPS:	33.17330780, -86.63365254		
Location:	Columbiana, Shelby County, Alabama		
Tenant:	Waxahatchee Farm, LLC		
Maps:	V 84	Map 26	Milepost: N 122.15
Activity No:	1296661		Exhibit "A"
Date:	5/06/2022		Not to Scale



**S Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/13/2023 10:25:24 AM
\$46.50 PAYGE
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Allie S. Bayal