

PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made and entered into this day 31st of July, 2025, by and between **S AND M DEVELOPMENT, LLC**, an Alabama limited liability company, Grantor, and **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), and other valuable consideration, paid by Grantee to Grantors, which receipt thereof is hereby acknowledged, does by these presents, **GRANT** unto Grantee, a permanent easement over specific property of Grantor on, over and across the Premises, located in Brantleyville, Shelby County, Alabama, as described and depicted on the Exhibits, attached hereto and made a part hereof.

This Permanent Easement is granted upon the following terms and conditions:

1. The Easement is granted for the purpose of Grantee, or its authorized representative, agent or assignee, utilizing the easement for access purposes.
2. All reasonable care shall be exercised to protect Grantor's property and Grantee shall be responsible for all necessary maintenance and repair of the Easement Area related to Grantee's use of the Easement.
3. Grantee hereby agrees to indemnify and save harmless Grantor from and against any and all liability, losses, damages, claims, actions, causes of action, costs and expenses (including attorneys' fees) for personal injury (including death) and/or property damage to whomsoever or whatsoever occurring, arising from or growing out of, directly or indirectly, the presence of Grantee its agents, servants or employees upon or about the property of Grantor or in connection with the privileges herein granted.
4. No drainage conditions shall be created or allowed to exist which would be adverse to Grantor's property.
5. The license and permission hereby granted is for the sole benefit of Grantee, and Grantor is to receive no benefit therefrom nor any consideration therefor except the covenants, promises and agreements set forth in this easement agreement

6. Grantor shall not be required to assume any expense in connection with or incident to Grantee's use of Grantor's property and shall be exempt from any and all charges, costs or assessments of any kind or character on account of such use.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the said S & M Development, LLC has caused these presents to be executed by Jason Spinks, its Sole Member, who is authorized to execute this conveyance, has hereto set his signature and seal, this 31st day of July, 2025.

S & M Development, LLC, an Alabama Limited Liability Company

By: 
Its: Sole Member

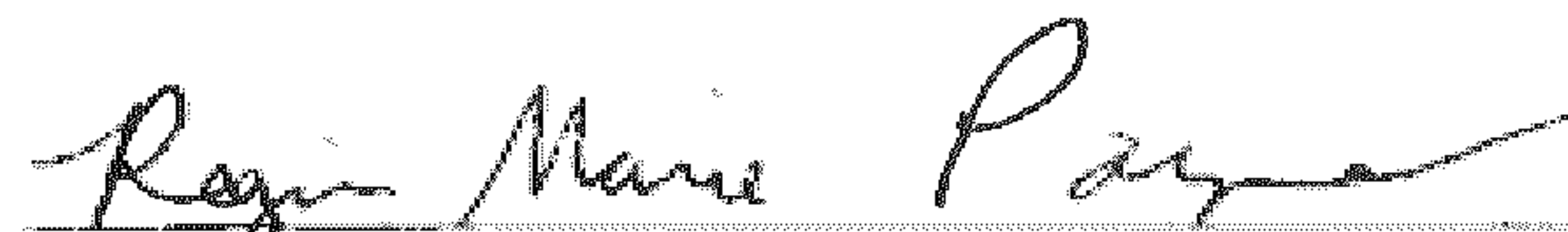
ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jason Spinks whose name as Sole Member of S & M Development, LLC is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of July, 2025.

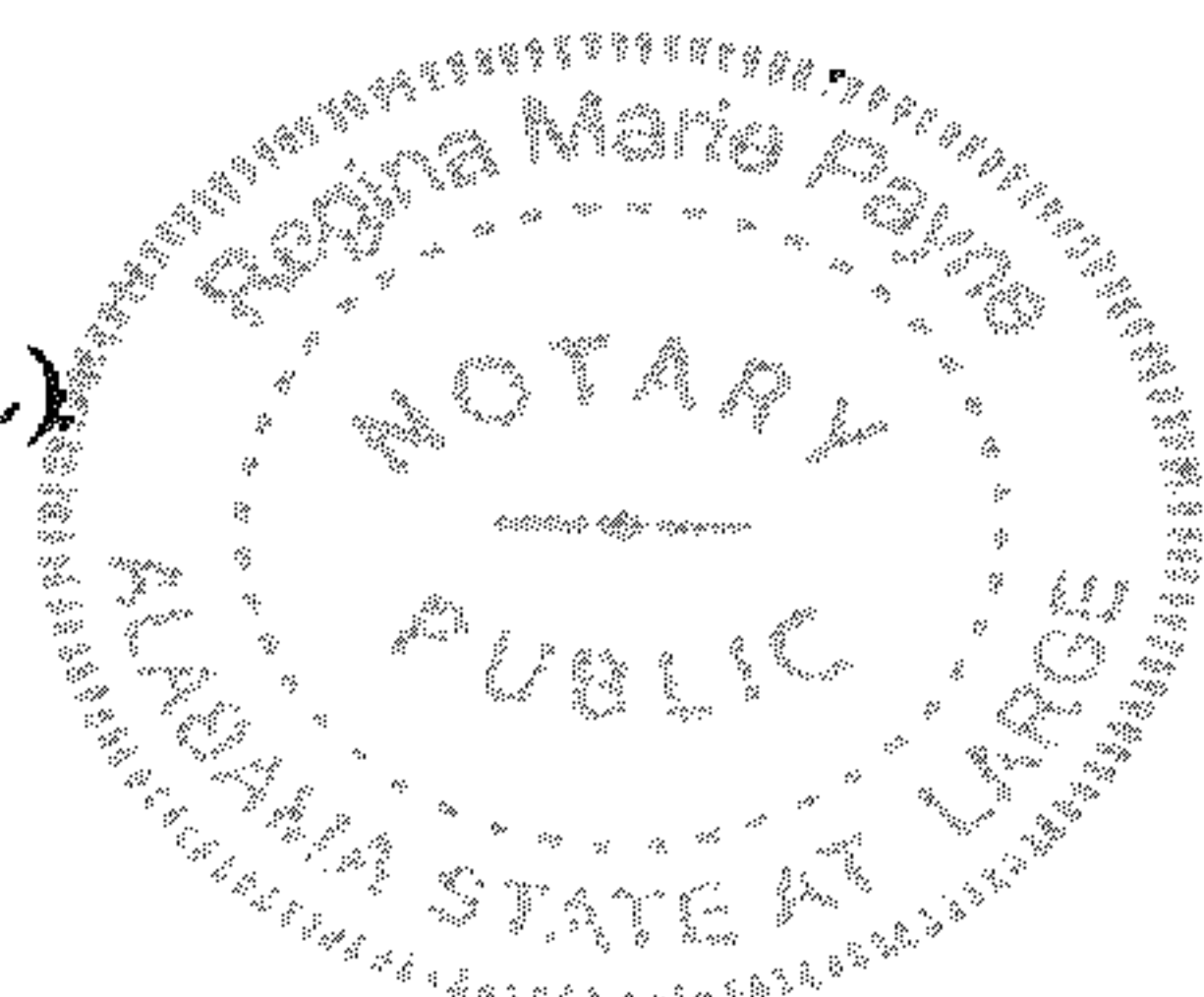


NOTARY PUBLIC

My Commission Expires:

4-4-26

(SEAL)



This instrument prepared by:

**Howard McFadden
Senior General Attorney - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street, NW
11 Floor
Atlanta, Georgia 30308**

PERMANENT EASEMENT AREA 4 PARCEL:

A PORTION OF THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, OWNED NOW OR FORMERLY BY WESTERN REI, LLC., BEING PIN: 24 6 13 0 000 001.000, AS DESCRIBED IN INSTRUMENT NUMBER 20240903000273170 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-INCH OPEN TOP PIPE FOUND, HAVING ALABAMA WEST ZONE, NAD83(2011) STATE PLANE COORDINATES NORTHING 1170477.95 FEET, EASTING 2158426.40 FEET, BEING THE NORTHEAST QUARTER CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 3 WEST;

THENCE WESTERLY ALONG A TIE LINE SOUTH 88 DEGREES 42 MINUTES 10 SECONDS WEST A DISTANCE OF 6600.24-FEET TO A CALCULATED POINT, BEING THE NORTHEAST CORNER OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY WESTERN REI, LLC., COMMON WITH THE WESTERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY JANE COLVIN HARRISON, AS DESCRIBED IN INSTRUMENT NUMBER 20121227000493980 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, COMMON WITH THE SECTION LINE OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 3 WEST, AND SECTION 13, TOWNSHIP 21 SOUTH, RANGE 4 WEST, AND BEING A POINT LYING ALONG THE SOUTHERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, A VARIABLE WIDTH RIGHT-OF-WAY, BEING 50.00 FEET LEFT (PERPENDICULAR) OF STATION 642+70.18 AS PER THAT RIGHT-OF-WAY AND TRACK MAP, VALUATION SECTION V-86, SHEET 4, HAVING ALABAMA WEST ZONE STATE PLANE COORDINATES NORTHING 1170328.53-FEET, EASTING 2151827.86-FEET;

THENCE ALONG A TIE LINE, CROSSING THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, A VARIABLE RIGHT-OF-WAY, NORTH 85 DEGREES 40 MINUTES 56 SECONDS WEST A DISTANCE OF 261.28-FEET TO A CALCULATED POINT, BEING A POINT LYING ALONG THE NORTHERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, BEING 50.00 FEET RIGHT

(PERPENDICULAR) OF STATION 645+12.84 AS PER SAID RIGHT-OF-WAY AND TRACK MAP, HAVING ALABAMA WEST ZONE STATE PLANE COORDINATES NORTHING 1170348.20-FEET, EASTING 2151567.32-FEET, BEING THE POINT AND PLACE OF BEGINNING;

THENCE SOUTHWESTERLY ALONG SAID NORFOLK SOUTHERN RAILWAY COMPANY NORTHERN RIGHT-OF-WAY, SOUTH 69 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 30.00-FEET TO A CALCULATED POINT, BEING 50.00 FEET RIGHT (PERPENDICULAR) OF STATION 645+42.84 AS PER SAID RIGHT-OF-WAY AND TRACK MAP, HAVING ALABAMA WEST ZONE STATE PLANE COORDINATES NORTHING 1170337.77-FEET, EASTING 2151539.19-FEET;

THENCE LEAVING SAID NORFOLK SOUTHERN RAILWAY COMPANY NORTHERN RIGHT-OF-WAY, ALONG NEW LINES THE FOLLOWING THREE CALLS:

THENCE NORTH 20 DEGREES 20 MINUTES 06 SECONDS WEST A DISTANCE OF 10.00-FEET TO A CALCULATED POINT;

THENCE NORTH 69 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 30.00-FEET TO A CALCULATED POINT;

THENCE SOUTH 20 DEGREES 20 MINUTES 06 SECONDS EAST A DISTANCE OF 10.00-FEET TO A CALCULATED POINT AND THE POINT OF BEGINNING;

CONTAINING 300 SQUARE FEET (0.007 ACRES) MORE OR LESS, BEING A PORTION OF THE PROPERTY OWNED NOW OR FORMERLY BY WESTERN REI, LLC., LYING IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, AND BEING SHOWN ON THAT CERTAIN MAP ENTITLED "BOUNDARY SURVEY FOR NORFOLK SOUTHERN RAILWAY COMPANY, PROPERTY OF WESTERN REI, LLC. PIN: 24 6 13 0 000 001.000, INSTRUMENT NUMBER 20240903000273170", DATED 01/20/2025 BY GPI GEOSPATIAL, INC., AS SHOWN ON NORFOLK SOUTHERN DRAWING NUMBER RD-2024-27.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/01/2025 03:07:39 PM
 \$38.00 KELSEY
 20250801000235540

Allen S. Beyle