

ADDITION TO EASEMENT AGREEMENT

THIS ADDITION TO EASEMENT AGREEMENT (the "Addition") is entered into on this the 31st day of March, 2009 for the purpose of granting rights and subjecting additional property to an easement recorded on March 26, 2009, in the Probate Court of Shelby County, Alabama, as Instrument Number 20090326000112750 (the "Easement Agreement").

WHEREAS, on or before the 26th day of March, 2009, various parties entered into the Easement Agreement granting certain rights over certain properties as set forth therein, said Easement Agreement being attached hereto as **Exhibit A**; and

WHEREAS, the undersigned are owners of the SE 1/4 of the SE 1/4 of Section 22, Township 18, Range 1E, a portion of which is described in the legal description of the Easement Agreement and is depicted on a map attached to said Easement Agreement; and

WHEREAS, the undersigned were inadvertently omitted from the Easement Agreement but wish to join in the Easement Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration including the benefits derived from joining in the Easement Agreement and having privileges conferred to them, the undersigned hereby agree and represent as follows:

1. To subject that part of their property located in the SE 1/4 of the SE 1/4 of Section 22, Township 18, Range 1E, which is described and depicted in the Easement Agreement, to the terms and conditions of the Easement Agreement as if the undersigned were listed as parties thereto;
2. To reserve for themselves and their heirs, successors and assigns, the rights and benefits of the Easement Agreement to the same extent as same are reserved to the Grantors named in the Easement Agreement;
3. To confirm that the rights of the Grantors in the Easement Agreement are and shall be the same rights in the undersigned's property herein subjected to the Easement Agreement; provided that said rights are conditioned on the obligations of Grantees stated in said Easement Agreement.
4. That Grantors in the Easement Agreement have the right to construct the road described in the Easement Agreement over and across the undersigned's property and shall have the nonexclusive right to maintain the area covered by this Addition.
5. That the undersigned have the authority to execute this Addition.
6. That this Addition is a grant of easement which 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', Grantee's, or the undersigned's' property, whether specifically referred to or not.

IN WITNESS WHEREOF, the parties have caused this Addition to Easement Agreement to be executed on this 31st day of March, 2009.

TP40, LLC

By: _____

Kenneth H. Polk

Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth H. Polk, whose name as Member of TP40, LLC**, a Alabama limited liability company, is signed to the foregoing Addition to Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 31st day of March, 2009.

Romaula Davidson

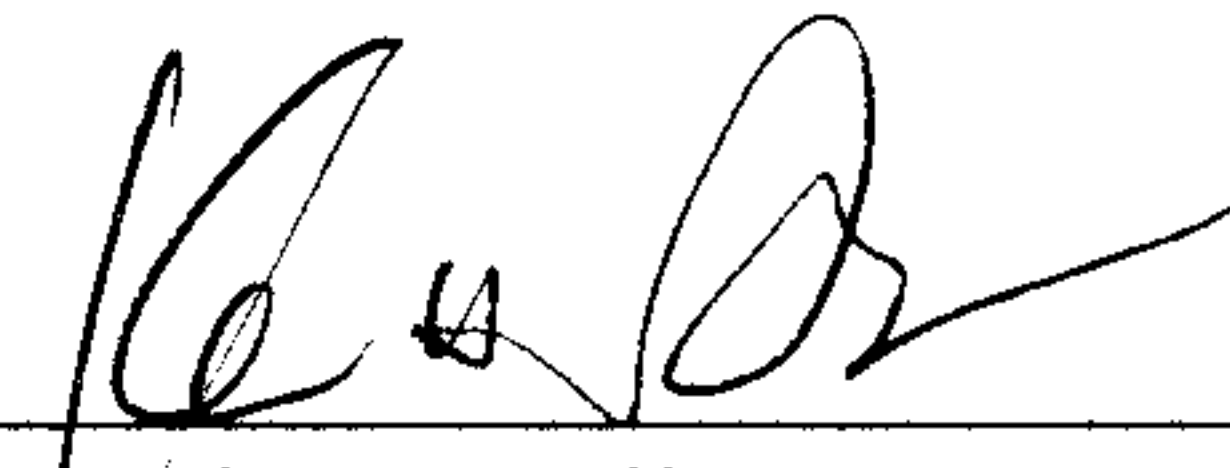
NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 1/18/2012**



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Shelby Cnty Judge of Probate, AL
04/29/2009 03:27:54 PM FILED/CERT

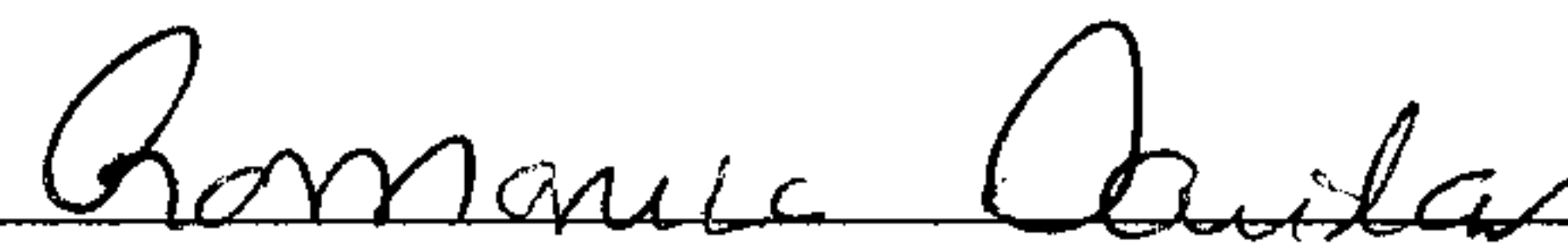
**KENNETH H. POKE AS TRUSTEE OF THE
W. EARL RICHARDS REVOCABLE TRUST**

By: 
Kenneth H. Polk

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth H. Polk, whose name as Trustee of the W. Earl Richards Revocable Trust**, is signed to the foregoing Additional to Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 31st day of March, 2009.


NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 1/18/2012**

500 ⁰

This Instrument Prepared By:
John F. DeBuys
420 N. 20th Street, Suite 3400
Birmingham, AL 35203

Shelby County, AL 03/26/2009
State of Alabama
Deed Tax: \$.50


20090429000158480 4/16 \$57.00
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04/29/2009 03:27:54 PM FILED/CERT

EASEMENT AGREEMENT


20090326000112750 1/13 \$53.50
Shelby Cnty Judge of Probate, AL
03/26/2009 03:29:30PM FILED/CERT

State of Alabama)
Shelby County)

THIS EASEMENT AGREEMENT ("Agreement" or "Easement Agreement") is made this 26 day of March, 2009, by and between CHARLES A.J. BEAVERS, JR., ROBERT M. GRILLS, LAURA HOLCOMB GRILLS, LENN WATERS MORRIS, TRACI LEIGH MORRIS, MARY F. ROENSCH, CUSTODIAN, UGMA FOR MARY ALLISON ROENSCH and SHERWOOD STAMPS (collectively referred to as "**Grantees**"), and SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC., an Alabama nonprofit corporation, and TP DEVELOPMENT COMPANY, LLC, an Alabama Limited Liability Company ("**Grantor**").

BACKGROUND:

WHEREAS, Grantees are the fee simple owners (or wife of an owner) of that certain property lying in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantees Property");

WHEREAS, Grantors either own or control that certain property lying in Shelby County, Alabama, more particularly described on Exhibit "B" attached hereto (the "Grantors Property"); and

WHEREAS, Grantors and Grantees desire to enter into this Easement Agreement for the establishment of the easement described hereinbelow pursuant to the terms and provisions 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 Grantors, the sufficiency of which is hereby acknowledged, Grantors do hereby grant, bargain, sale and convey the following:

1. Grant of Easement. Grantors hereby grant, bargain, sell and convey unto Grantees, their successors and assigns, 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 fully described on Exhibit C and depicted on the map attached hereto as Exhibit C-1 (the "Easement Property"), for the purpose of allowing Grantees to have vehicular and pedestrian access and a way of ingress to, and egress from the Grantees Property, and to allow the placement of utilities (including but not limited to water, sewer and electricity) serving the Dominant Estate provided that such utilities are placed underground and provided further that the ownership entity of the Dominant Estate causing the installation of utilities shall be responsible for the maintenance of same, or be responsible for causing the installer or operator of said utilities to be responsible for said maintenance, including the area disturbed in installation,



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and said ownership entity shall indemnify and hold harmless TP and SBHA for any claims, damages and/or liabilities resulting from the installation, use and maintenance of said utilities. No parking of vehicles is allowed on the Easement Property except in the case of emergency.

2. Road. Grantors agree to construct within 6 months a roadway 20 feet in width located within the confines of the Easement (the "Road") (Exhibit D).

3. Maintenance Obligations. Grantor hereby agrees to maintain the area within the Easement that is disturbed as a result of constructing the Road for a period of one year from completion of the Road; thereafter, Grantors shall have the right but not the obligation to maintain the Easement.

4. Representations of Grantors. Grantors represent and warrant that they have full authority to enter into this Agreement and Grantors have taken all necessary action to authorize and approve the execution and delivery of this Easement Agreement and grant of the Easement specified herein, and Grantors shall defend the title to the Easement herein granted against the lawful claims of all parties.

5. 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, through and including any appeals. The venue for any proceedings to enforce the terms of this Easement Agreement shall be Shelby County, Alabama.

6. 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.

7. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

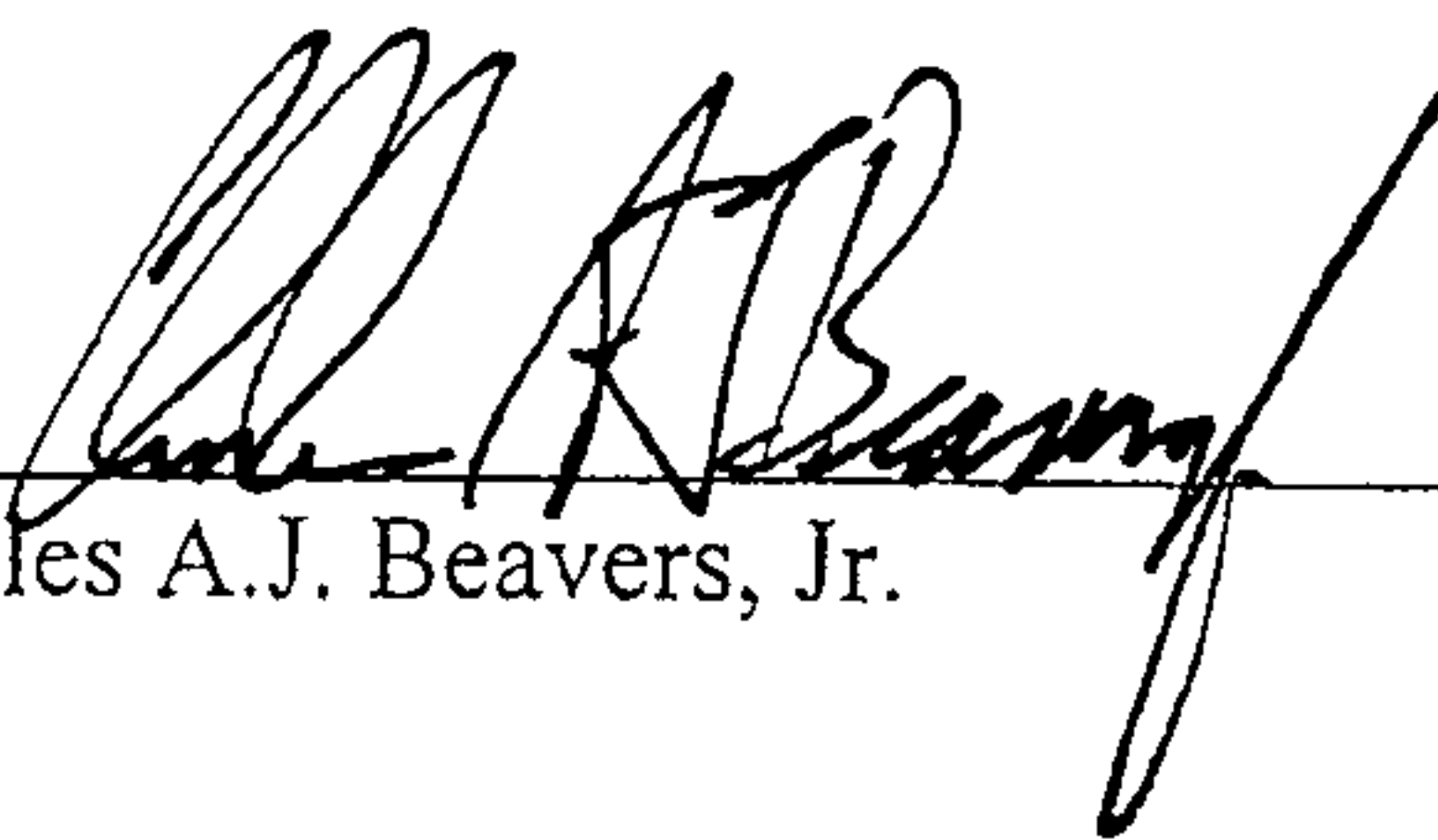
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this the ____ day of March, 2009.

[SIGNATURES ON THE FOLLOWING PAGES]



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Shelby Cnty Judge of Probate, AL
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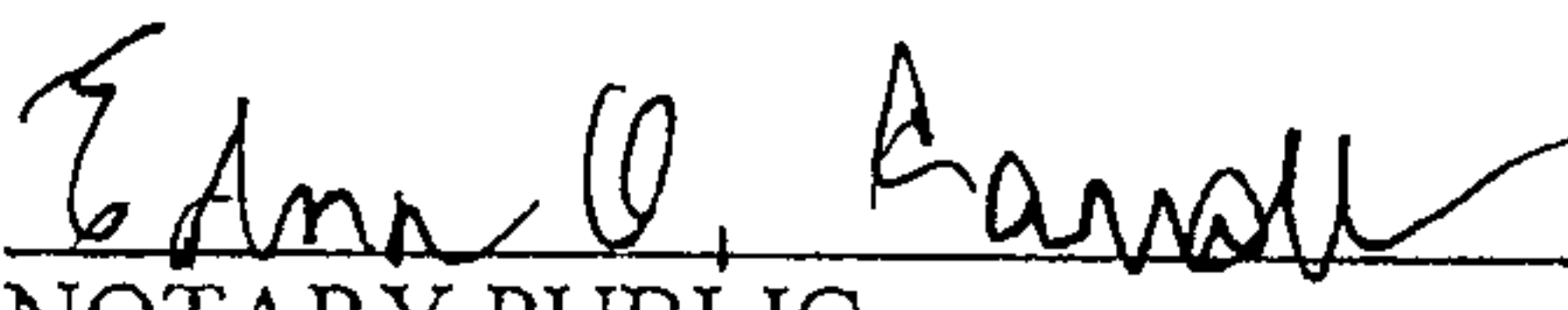
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03/26/2009 03:29:30PM FILED/CERT


Charles A.J. Beavers, Jr.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles A. J. Beavers, Jr.**, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of March, 2009.


NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS


20090429000158480 6/16 \$57.00
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Robert M. Grills
Robert M. Grills

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Shelby Cnty Judge of Probate, AL
04/29/2009 03:27:54 PM FILED/CERT

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert M. Grills**, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of March, 2009.

Anta Kay Davis
NOTARY PUBLIC
My Commission Expires: Sept. 28, 2010

Laura Holcomb Grills
Laura Holcomb Grills

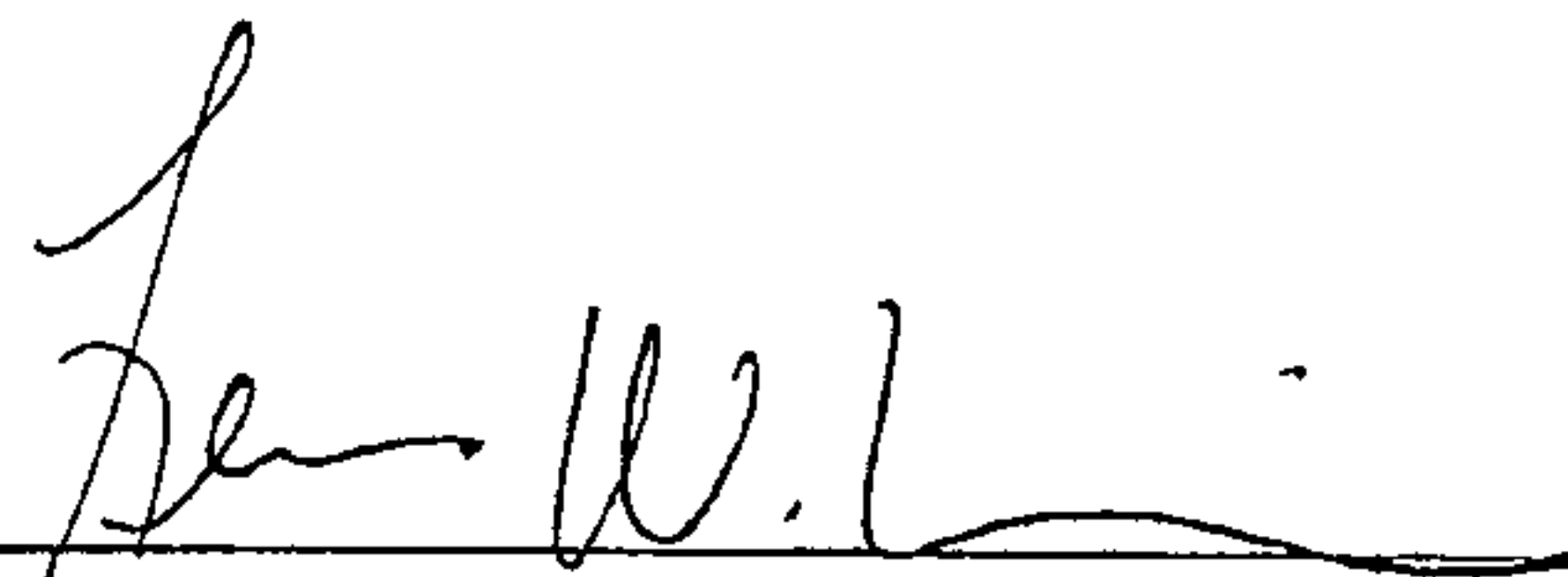
STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Laura Holcomb Grills**, whose name is signed to the foregoing Easement 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 26th day of March, 2009.

Anta Kay Davis
NOTARY PUBLIC
My Commission Expires: Sept. 28, 2010

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Shelby Cnty Judge of Probate, AL
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Lenn Waters Morris

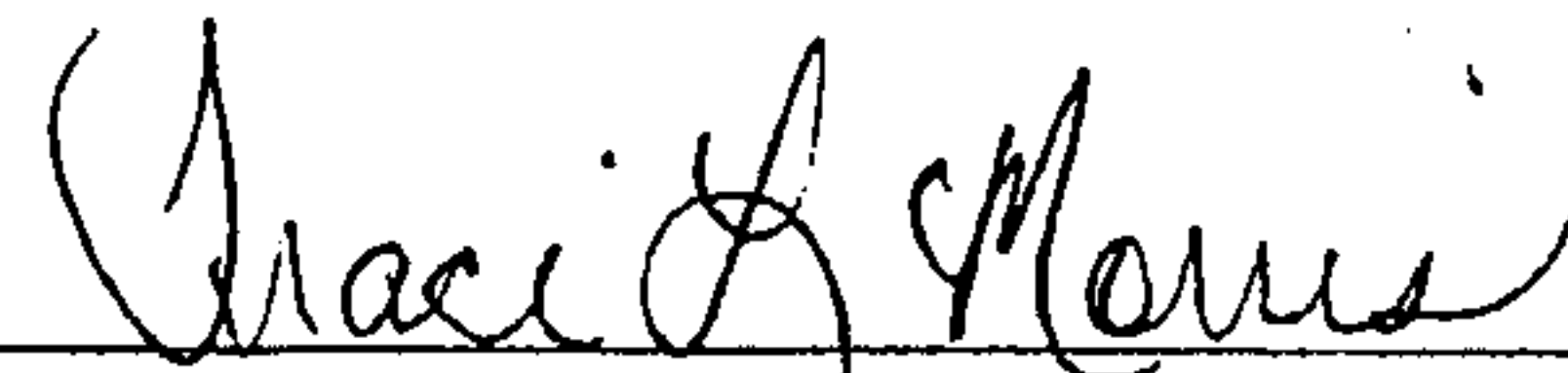
STATE OF ALABAMA)
_____ COUNTY)

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Shelby Cnty Judge of Probate, AL
04/29/2009 03:27:54 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Lenn Waters Morris**, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March, 2009.

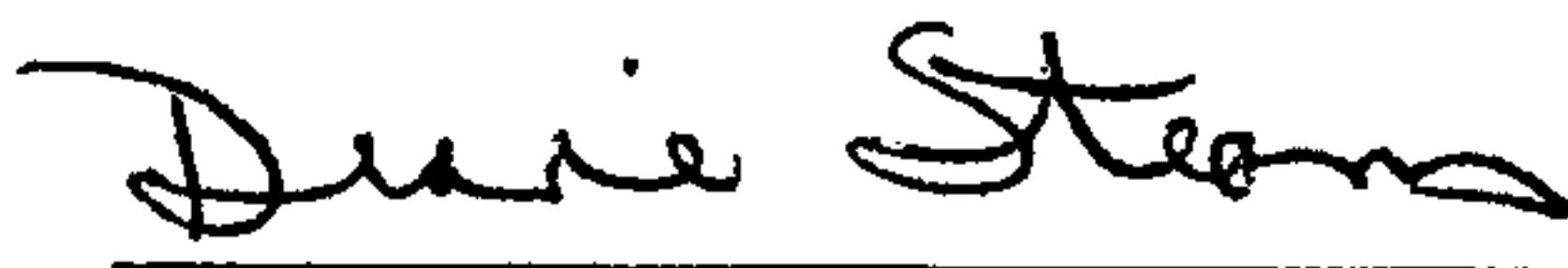

NOTARY PUBLIC
My Commission Expires: 10/21/2011


Traci Leigh Morris

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Traci Leigh Morris**, whose name is signed to the foregoing Easement 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 17th day of March, 2009.


NOTARY PUBLIC
My Commission Expires: 10/21/2011

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03/26/2009 03:29:30PM FILED/CERT

Mary F. Roensch
Mary F. Roensch, Custodian, UGMA for
Mary Allison Roensch

STATE OF ALABAMA)
Jefferson COUNTY)

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Shelby Cnty Judge of Probate, AL
04/29/2009 03:27:54 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Mary F. Roensch, whose name as Custodian, UGMA for Mary Allison Roensch**, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, in her capacity as such Custodian, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of March, 2009.

Edna D. Carroll
NOTARY PUBLIC
My Commission Expires May 16, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sherwood J. Stamps
Sherwood Stamps

STATE OF ALABAMA)
Jefferson COUNTY)

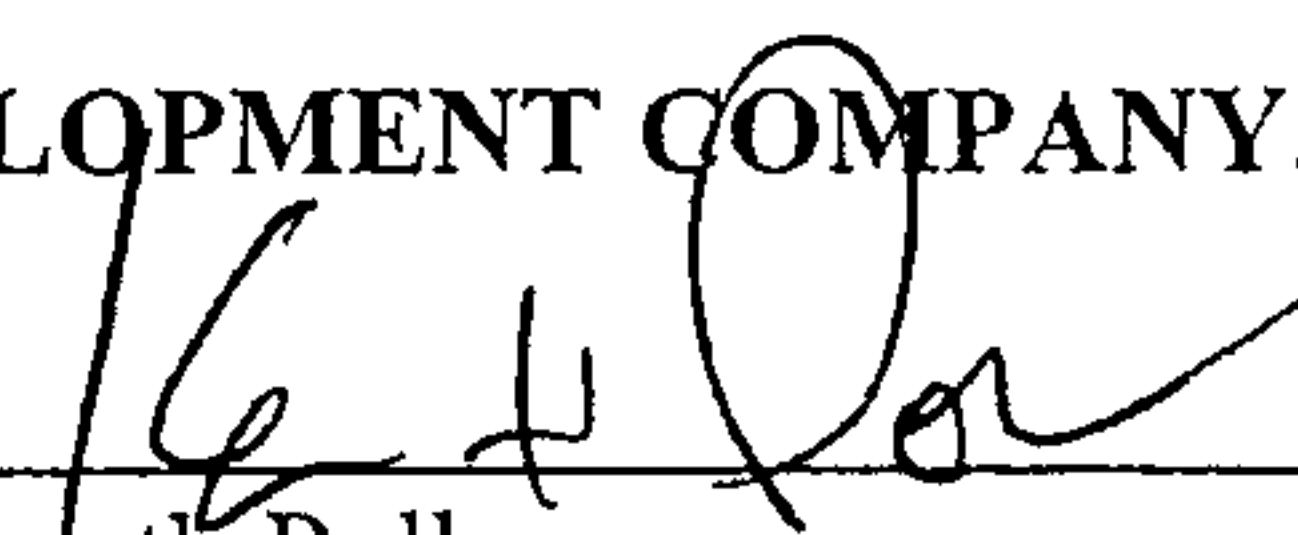
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Sherwood Stamps**, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of March, 2009.

Edna D. Carroll
NOTARY PUBLIC
My Commission Expires May 16, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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TP DEVELOPMENT COMPANY, LLC

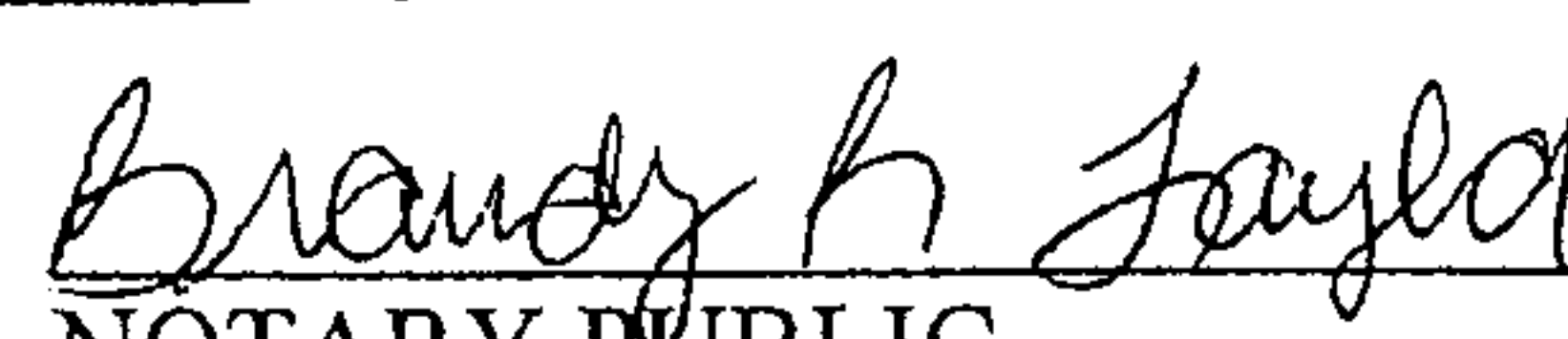
By: 
Kenneth Polk
Its: Managing Member

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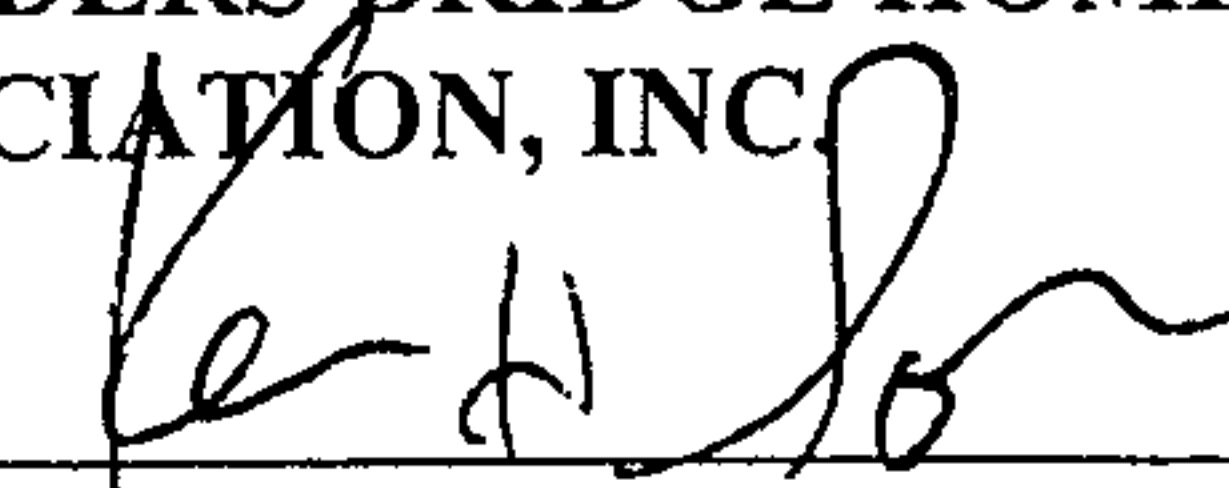
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth Polk, the Managing Member of TP DEVELOPMENT COMPANY, LLC**, a limited liability company, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9 day of March, 2009.


NOTARY PUBLIC
My Commission Expires: 6-22-12

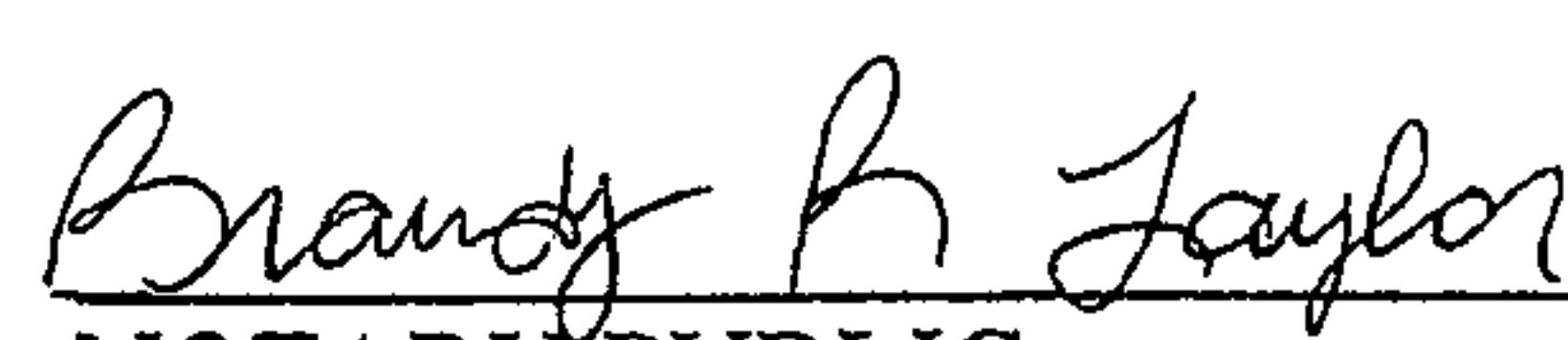
SAUNDERS BRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: 
Kenneth Polk
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth Polk, whose name as President of SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC.**, a corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 9 day of March, 2009.


NOTARY PUBLIC
My Commission Expires: 6-22-2012

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03/26/2009 03:29:30PM FILED/CERT

EXHIBIT A

20090429000158480 11/16 \$57.00
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04/29/2009 03:27:54 PM FILED/CERT

Property Owners of the Dominant Estates

~~~~~  
**Charles A. J. Beavers, Jr. and Sherwood Stamps**

The west half of Section 33, Township 18 South, Range 1 East, and the northwest quarter of the northwest quarter of Section 4, Township 19 South, Range 1 East, Shelby County, Alabama.

~~~~~  
Robert M. Grills

Section 27, Township 18 South, Range 1 East of Shelby County, Alabama

Less and except a parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Begin at a Channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East, said point being the point of beginning of said parcel; thence proceed South 0 degrees 06 minutes 27 seconds East along the East line of said Section 27 for 400.00 feet to an iron pin set; thence proceed South 44 degrees 53 minutes 33 seconds West for 441.24 feet to an iron pin set; thence proceed South 0 degrees 06 minutes 27 seconds East, parallel to the East line of said Section 27, for 785.36 feet to an iron pin set; thence proceed North 89 degrees 37 minutes 25 seconds West for 1045.71 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West for 498.00 feet to an iron pin set; thence proceed North 44 degrees 55 minutes 12 seconds West for 283.77 feet to an iron pin set; thence proceed North 00 degrees 06 minutes 27 seconds West for 802.38 feet to an iron pin set on the North line of said Section 27; thence proceed South 89 degrees 37 minutes 25 seconds East for 1557.73 feet to the point of beginning of said parcel.

AND

Less and except: A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows: Commence at the channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East: thence proceed South 0 degrees 06 minutes 27 seconds East (Astronomical Bearings) along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44 degrees 53 minutes 33 seconds East, 441.24 feet to the point of beginning of said parcel.



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~~~~~  
**Lenn Waters Morris**

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Begin at a Channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East, said point being the point of beginning of said parcel; thence proceed South 0 degrees 06 minutes 27 seconds East along the East line of said Section 27 for 400.00 feet to an iron pin set; thence proceed South 44 degrees 53 minutes 33 seconds West for 441.24 feet to an iron pin set; thence proceed South 0 degrees 06 minutes 27 seconds East, parallel to the East line of said Section 27, for 785.36 feet to an iron pin set; thence proceed North 89 degrees 37 minutes 25 seconds West for 1045.71 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West for 498.00 feet to an iron pin set; thence proceed North 44 degrees 55 minutes 12 seconds West for 283.77 feet to an iron pin set; thence proceed North 00 degrees 06 minutes 27 seconds West for 802.38 feet to an iron pin set on the North line of said Section 27; thence proceed South 89 degrees 37 minutes 25 seconds East for 1557.73 feet to the point of beginning of said parcel.

~~~~~  
Mary F. Roensch, custodian, UGMA for Mary Allison Roensch

The East 1/2 of Section 33, Township 18 South, Range 1 East.



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EXHIBIT B
to the Easement Agreement

The Servient Estate



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Legal Description for Saunder's Bridge

PARCEL I:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying North of Twin Pine Road and also the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and West of Twin Pines Road, all in Section 23, Township 18 South, Range 1 East, being situated in Shelby County, Alabama.

PARCEL II:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East and the Northwest $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama as follows:

Begin at a 4" Channel iron found at the accepted Northwest corner of Section 26 and the Southwest corner of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the accepted West line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 23, a distance of 1323.26 feet to the accepted Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, being an old rebar with a new plastic cap bearing R.L. S. Number 4092, Raymond Shackleford and the name "Southern Land Surveying Company", thence turn an interior angle of 90 degrees 55 minutes 56 seconds and run to the right in an Easterly direction along the accepted North Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1347.84 feet to a 1" rebar found at the accepted Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence turn an interior angle of 90 degrees 58 minutes 42 seconds and run to the right in a Southerly direction along the accepted East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1241.59 feet to a 1" steel bar found in a rock pile at the accepted Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence turn an interior angle of 267 degrees 41 minutes, 41 seconds and run to the left in an Easterly direction along the accepted North line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama a distance of 1327.21 feet to a pine knot found at the accepted Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 90 degrees 55 minutes 34 seconds and run to the right in a Southerly direction along the accepted East line of the Northwest $\frac{1}{4}$ of Section 26 a distance of 2634.77 feet to a 1.25" open pipe found at the accepted Southeast corner of said $\frac{1}{4}$ section: thence turn an interior angle of 90 degrees 51 minutes 32 seconds and run to the right in a Westerly direction along the accepted South line of accepted Southwest corner of said $\frac{1}{4}$ section: thence turn an interior angle of 89 degrees 38 minutes 44 seconds and run to the right in a Northerly direction along the accepted West line of said $\frac{1}{4}$ section a distance of 2605.21 feet, more or less, to the Point of Beginning.



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Shelby Cnty Judge of Probate, AL
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03/26/2009 03:29:30PM FILED/CERT

PARCEL III:

Tract A:

All that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, lying South and East of dirt road.

Tract B:

Begin at the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East; thence run West along the South line thereof for a distance of 1347.97 feet to the Southwest corner; thence turn right 90 degrees 55 minutes 57 seconds and run North along the West line thereof for a distance of 259.20 feet; thence right 60 degrees 14 minutes 01 seconds for a distance of 158.04 feet; thence left 23 degrees 07 minutes 52 seconds for a distance of 11.05 feet; thence right 54 degrees 35 minutes 14 seconds for a distance of 1201.33 feet to the East line thereof; thence right 87 degrees 38 minutes for a distance of 288.13 to the Point of Beginning.

PARCEL IV:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 23, Township 18 South, Range 1 East.

PARCEL V:

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East; thence proceed South 0 degrees 06 minutes 27 seconds East (Astronomical Bearings) along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44 degrees 53 minutes 33 seconds East, 441.24 feet to the point of beginning of said parcel.

PARCEL VI:

The Southeast Quarter of the Southeast Quarter of Section 22, Township 18 South, Range 1 East.



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Shelby Cnty Judge of Probate, AL
03/26/2009 03:29:30PM FILED/CERT

EXHIBIT C

LEGAL DESCRIPTION

FOR

AN INGRESS AND EGRESS EASEMENT



20090429000158480 15/16 \$57.00
Shelby Cnty Judge of Probate, AL
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A centerline description for Sixty foot wide Ingress and Egress Easement situated in the South Half of the Southwest Quarter of Section 23 and in the Southeast Quarter of the Southeast Quarter of Section 22, all in Township 18 South, Range 1 East, Shelby County, Alabama.

Commencing at a found rebar and cap marking the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama and run in an Easterly direction along the North line of the Southwest Quarter of the Southwest Quarter of Section 23 for 1347.85 feet to a found 1" rebar marking the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 23; thence continue along an extension of the last described course for 681.61 feet to a point lying on the Northwestern right-of-way of Twin Pines Road; thence deflect $150^{\circ}11'19''$ and run to the right in a Southwesterly direction along said right-of-way for 28.15 feet to and for the POINT OF BEGINNING of the herein described Ingress and Egress Easement, side lines of said Easement lying 30.00 feet either side and parallel to the following described centerline and extending Easterly to intersect the Northwestern right-of-way of Twin Pines Road; thence leaving said right-of-way deflect $27^{\circ}11'05''$ and run to the right in a Southwesterly direction for 394.37 feet to the point of curvature of a curve to the left having a radius of 180.00 feet and a central angle of $35^{\circ}23'35''$; thence run in a Southwesterly direction along the arc of said curve for 111.19 feet to the point of tangency; thence run tangent to the last described curve in a Southwesterly direction for 87.47 feet to the point of curvature of a curve to the right having a radius of 250.00 feet and a central angle of $59^{\circ}17'06''$; thence run in a Southwesterly to Northwestern direction along the arc of said curve for 258.68 feet to the point of tangency; thence tangent to the last described curve run Northwesternly for 174.69 feet to the point of curvature of a curve to the left having a radius of 180.00 feet and a central angle of $59^{\circ}37'44''$; thence run in a Northwesternly to Southwesterly direction along the arc of said curve for 187.33 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 14.59 feet to the point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of $24^{\circ}45'20''$; thence run in a Southwesterly direction along the arc of said curve for 77.77 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 116.82 feet to the point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of $32^{\circ}14'57''$; thence run in a Southwesterly to Northwesternly direction along the arc of said curve for 101.31 feet to the point of tangency; thence tangent to the last described curve run Northwesternly for 325.65 feet to the point of curvature of a curve to the left having a radius of 180.00 feet and a central angle of $111^{\circ}52'51''$; thence run in a Northwesternly to Southeasterly direction along the arc of said curve for 351.48 feet to the point of tangency; thence tangent to the last described curve run Southeasterly for 109.60 feet to the point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of $13^{\circ}36'21''$; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for 42.74 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 294.49 feet to the point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of $03^{\circ}19'53''$; thence run in a Southwesterly direction along the arc of said curve for 10.47 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 181.87 feet to the point of curvature of a curve to the left having a radius of 180.00 feet and a central angle of $22^{\circ}11'20''$; thence tangent to the last described curve run Southwesterly for 163.54 feet to the POINT OF ENDING of said Ingress and Egress Easement, side lines of said easement end perpendicular to the centerline point of ending. Containing 4.23 acres more or less.

