


STATE OF ALABAMA)
 :
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
09/03/2009 08:57:24 AM FILED/CERT

DECLARATION OF SANITARY SEWER EASEMENT

This Declaration of Sanitary Sewer Easement (this "Declaration") is entered into effective the 31st day of August, 2009, by the undersigned, 280 Properties, LLC, an Alabama limited liability company ("Declarant"), Polo Farms Investments, LLC, an Alabama limited liability company ("Polo"), and Double Oak Water Reclamation, LLC, an Alabama limited liability company (the "Sewer Company").

WITNESSETH:

Declarant is the owner of that certain parcel of real property located on U. S. Highway 280, in Shelby County, Alabama, consisting of approximately 40 acres more or less and more particularly described on the attached Exhibit A ("Declarant's Property"). Declarant has constructed or caused to be constructed, at the expense of Declarant, an underground sanitary sewer force main, underground sanitary sewer gravity flow line, lift or pump station, lines, pipes, pumps, equipment and other facilities related thereto (collectively the "Trunk Line") on a portion of Declarant's Property, for the purpose of providing sanitary sewer service to (i) Declarant's Property, (ii) lands which are in the process of being developed by Polo more particularly described on the attached Exhibit B (the "Polo Development"), and (iii) such other properties as Declarant, Polo or their designated assignees, might acquire and develop in the future (the "Developments").

The Trunk Line connects to and is the extension of a sewer trunk line within the right-of-way of U.S. Highway 280, which has been constructed by or on behalf of the Sewer Company and which extends to waste treatment facilities which are owned and operated by the Sewer Company. Declarant and Polo have entered into agreements with the Sewer Company pursuant to which the Sewer Company is responsible for providing sanitary sewer service through its facilities, which include the Trunk Line, to Declarant's Property and the Polo Development. Portions of the Polo Development have been improved with residential dwellings which have been sold to other parties. Those parties have entered into their own agreements for sanitary sewer service directly with the Sewer Company. Both Declarant and Polo have entered into sewer service agreements (the "Service Agreements") with the Sewer Company with respect to their properties.

The purpose of this Declaration is to establish a non-exclusive easement for the use, maintenance, replacement and repair, by the Sewer Company, of the Trunk Line as presently constructed, and to establish and reserve unto Declarant, Polo, and the future owners and occupants of Declarant's Property, the Polo Development, and the Developments, certain rights with respect to the use and benefits of the Trunk Line and the easements herein created.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars (\$10), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby acknowledge, covenant and agree as follows:

1. **Sewer Easement.** Declarant does hereby establish, grant and declare, for the benefit of the Sewer Company, Declarant's Property, the Polo Development, and the Developments, a permanent, perpetual, and non-exclusive easement (the "Sewer Easement") over, across, through, under, and upon the portion of the Declarant's Property as more particularly described on the attached Exhibit C (the "Sewer Easement Area"), for the use, maintenance, replacement and repair of the Trunk Line. The sanitary sewer lines, pipes, pumps, and other equipment within the Sewer Easement Area, whether now in place or installed in the future, must be underground, except such portions thereof as are necessary for the maintenance or operation thereof.
2. **Maintenance of the Trunk Line.** The Trunk Line shall be operated and maintained by the Sewer Company in accordance with the provisions of the Service Agreements. Said operation and maintenance shall be in accordance with the plans and specifications pursuant to which the Trunk Line has been installed within the Sewer Easement Area and in compliance with all applicable governmental laws, rules and regulations. The Sewer Company shall be responsible for restoring any portion of Declarant's Property and the improvements thereon which are disturbed, modified or damaged as the result of the exercise by the Sewer Company of its rights and obligations for the maintenance of the Trunk Line. The Sewer Company shall pay all costs of maintaining the Trunk Line, including power bills for the operation of the lift station or pump station which comprises a part of the Trunk Line (the "Lift Station"). The Sewer Company shall promptly commence and diligently pursue the performance and completion of all maintenance, repairs, restorations, and other obligations of the Sewer Company pursuant to this paragraph, continuously and without delay, until the completion thereof, in a commercially reasonable period of time and in good, workmanlike manner, with due regard for the interests of the owners, tenants and patrons of the businesses and establishments situated on Declarant's Property. In the event that the Sewer Company should fail to fulfill its obligations pursuant to this paragraph in a prompt, diligent and continuous manner as required herein, or should fail to complete any such obligations in a commercially

reasonable or workmanlike manner, then, at its election, Declarant shall, after three days' prior written notice to the Sewer Company, have the right to perform the said obligations of the Sewer Company and the right to recover from the Sewer Company its costs and expenses in connection therewith in the event Declarant can demonstrate that the Sewer Company has not, with reasonable diligence, maintained, repaired and restored the Trunk Line as set forth in the Service Agreement. Provided, in the event of an emergency which requires immediate repair to the Trunk Line, Declarant shall not be required to give the three days' prior written notice set forth in the preceding sentence; rather, Declarant shall make a diligent effort to notify the Sewer Company by telephone and email, at the telephone number and email address set forth in paragraph 15 of this Declaration, of the need for immediate attention to the Trunk Line, and, in the event that Declarant is not able to reach the Sewer Company, or the Sewer Company fails to respond immediately to the emergency, then Declarant may move forward with the repair to the Trunk Line subject to and in accordance with the provisions (other than the three days' prior written notice) of the preceding sentence.

3. **Declarant's Use of the Sewer Easement Area.** Declarant hereby reserves unto itself and its successors and assigns the right to improve, use and occupy the land within the Sewer Easement Area for paved driveways, paved parking lots, curbs, walls, landscaping, lighting, signage, water mains and other utilities, and such other related purposes as Declarant or its successors and assigns shall reasonably deem appropriate and in compliance with all applicable governmental laws, rules and regulations, including the right to excavate, fill and change the grade of the area within and adjacent to the Sewer Easement, and the right to adjust the height of any manholes within the Sewer Easement Area to match future site grades created during the course of any development of the Declarant's Property provided that no damage is caused to, and there is no interruption to the operation of, the Trunk Line. Declarant shall give prior written notice to the Sewer Company and a copy of any drawings and/or plans of Declarant to adjust the grade of the area within the Sewer Easement or adjust the height of any manholes within the Sewer Easement. The Sewer Company shall have the right to object to any such plans which reveal that the Trunk Line will be damaged by the work to be performed pursuant to said plans; provided that if no written objection is received by Declarant within ten (10) days after Declarant's notice to the Sewer Company of the plans, then the Sewer Company shall be deemed to have no objection to said plans. In the event that the Sewer Company has objections and gives written notice thereof to Declarant within the time required hereinabove, and provided that the objections are reasonable and are set forth with reasonable detail in the notice, then Declarant shall adjust said plans as reasonably necessary to address the objections. Declarant shall pay to the Sewer Company all costs incurred by the Sewer Company to repair any physical damages to the Trunk Line which are caused by the work performed by or on behalf of Declarant pursuant to such plans; provided

that, except in the event of an emergency which requires immediate attention, the Sewer Company shall give three days' prior written notice to Declarant of the damage to the Trunk Line, and Declarant shall have the right to repair the damage if the repairs are commenced within said period of three days. In the event of an emergency which requires immediate attention, the Sewer Company shall make a diligent effort to notify Declarant by telephone and email, at the telephone number and email address set forth in paragraph 15 of this Declaration, of the need for immediate attention to the Trunk Line, and, in the event that the Sewer Company is not able to reach Declarant, or Declarant fails to respond immediately to the emergency, then the Sewer Company may move forward with the repair to the Trunk Line. Declarant further reserves unto Declarant and its successors and assigns the right to access and use the Trunk Line to serve Declarant's Property, the Developments, and all improvements, uses and occupancies thereon, including access to the existing sewer laterals, the right to attach and access additional sewer laterals in the future, and the right to the use of the Lift Station, all of which shall be in compliance with and subject to the requirements of the Service Agreement.

4. **Roadway Easement.** Declarant does hereby convey, establish and declare a non-exclusive easement, for the benefit of the Sewer Company, for vehicular access to and from the Lift Station for the purpose of maintaining and repairing the Lift Station (the "Roadway Easement"). The Roadway Easement shall provide access to and from U. S. Highway 280, shall be fifteen (15) feet in width, and shall be located within the portion of Declarant's Property which is more particularly described on the attached Exhibit D. Upon the exact location and construction of the improvements to the Roadway Easement, Declarant shall execute an amendment to this Declaration which more particularly locates and describes the fifteen (15) foot wide area of the Roadway Easement, and which releases the balance of the land described in Exhibit D. Declarant hereby reserves, for the benefit of Declarant and its successors and assigns, the right, from time to time, to re-locate the Roadway Easement to such location as shall be reasonably determined by Declarant or its successors and assigns, provided that the relocated Roadway Easement provides access to the Lift Station from U. S. Highway 280. The relocated Roadway Easement may extend, in whole or part, across driveways which serve developments subsequently constructed on Declarant's Property, as said developments might be reconfigured from time to time. Any such relocated Roadway Easement shall be improved with a surface which is comparable to the surface of the then existing Roadway Easement. Upon the establishment of the relocated Roadway Easement, Declarant, or its successors or assigns, may file an amendment to this Declaration which describes the location of the relocated Roadway Easement and which releases the portion of Declarant's Property which is affected by the Roadway Easement previously in effect. Any amendment to this Declaration pursuant to this paragraph shall require only the

signature of Declarant or its successor-in-interest to the portion of Declarant's Property affected by the locations of the Roadway Easement and the relocated Roadway Easement; provided, however, the Sewer Company agrees to execute any such amendment upon reasonable request by Declarant. Declarant shall give prior written notice to the Sewer Company of any relocation of the Roadway Easement pursuant to the provisions of this paragraph.

5. **License for Temporary Access.** The improvements to be constructed within the Roadway Easement have not yet commenced. Until such time as the improvements have been installed by Declarant, the Sewer Company shall have a temporary, non-exclusive license (the "License") to access the Lift Station across that certain temporary driveway, the location of which is more particularly described on the attached Exhibit E. At such time as the roadway within the Roadway Easement has been constructed, the License in favor of the Sewer Company to access the Lift Station across the temporary access shall automatically terminate. Although the termination of the License shall be automatic and shall not require any action by any party, Declarant agrees to give the Sewer Company prior written notice that it intends to execute and record, in the Office of the Judge of Probate of Shelby County, Alabama, an acknowledgement of the termination of the License, which recorded acknowledgement shall be deemed evidence of the termination of the License.
6. **Trunk Line Accesses.** Declarant does hereby convey, establish and declare non-exclusive easements, for the benefit of the Sewer Company, across those certain two gravel access roads which extend to portions of the Sewer Easement Area and which are more particularly described on the attached Exhibit F ("Trunk Line Accesses") for vehicular ingress and egress to the Trunk Line for the purpose of providing maintenance and repair to the Trunk Line. Declarant hereby reserves, for the benefit of Declarant and its successors and assigns, the right, from time to time, to re-locate either or both of the Trunk Line Accesses to such location or locations as shall be reasonably determined by Declarant or its successors and assigns, provided that the relocated Trunk Line Accesses provide reasonable access to the Trunk Line. The relocated Trunk Line Accesses may extend, in whole or part, across driveways which serve developments subsequently constructed on Declarant's Property, as said developments might be reconfigured from time to time. Any such relocated Trunk Line Accesses shall be improved with the dimensions and a surface which is comparable to the surface of the then existing Trunk Line Accesses. Upon the establishment of the relocated Trunk Line Accesses, Declarant, or its successors or assigns, may file an amendment to this Declaration which describes the location of the relocated Trunk Line Accesses and which releases the portion of Declarant's Property which is affected by the Trunk Line Accesses previously in effect. Any such amendment to this Declaration shall require only the signature of Declarant or its successor-in-interest to the portion of Declarant's Property affected by the

- locations of the Trunk Line Accesses and the relocated Trunk Line Accesses; provided, however, the Sewer Company agrees to execute any such amendment upon reasonable request by Declarant. Declarant shall give prior written notice to the Sewer Company of any relocation of the Trunk Line Accesses pursuant to the provisions of this paragraph.
7. **Joint Use.** Declarant reserves for itself and its successors and assigns the right to the use of the lands within the Roadway Easement, Trunk Line Accesses, and License, including all of the uses described in paragraph 3 of this Declaration.
 8. **Dedication of Polo Trunk Lines.** Polo has constructed or caused to be constructed, at its expense, within the public rights-of-way for the streets and the easements established by the subdivision plats recorded in Map Book 39, page 41, and Map Book 39, page 42 in the Office of the Judge of Probate of Shelby County, Alabama, with respect to portions of the Polo Development, extensions of the Trunk Line, for the purpose of providing sanitary sewer service to the Polo Development (the "Polo Trunk Lines"). Polo hereby acknowledges the dedication of the Polo Trunk Lines to the Sewer Company. The Polo Trunk Lines, including all pipes, pumps and other equipment which comprise a portion thereof, as same have been constructed and installed within the Polo Development, shall be operated and maintained in good condition and repair by and at the expense of the Sewer Company, and in accordance with the provisions of the Service Agreement applicable to the Polo Development, and in compliance with all applicable governmental laws, rules and regulations. The Sewer Company hereby accepts responsibility for said operation, maintenance and repair. Any damage to the streets or other public or private improvements resulting from the operation, maintenance or repair of the Polo Trunk Lines shall be restored by and at the expense of the Sewer Company. The Sewer Company hereby acknowledges its acceptance of the obligation for the operation, maintenance and repair of the Polo Trunk Lines as provided in this Agreement and in accordance with the provisions of the Service Agreement applicable to the Polo Development.
 9. **Title.** The Sewer Easement, Roadway Easement, Trunk Line Accesses, Polo Trunk Lines and License are all subject to all easements, restrictions, rights-of-way, liens, encumbrances and other matters of record, and all matters that would be revealed by an accurate survey or on-site inspection of Declarant's Property and Polo Development.
 10. **Modification and Amendment.** This Declaration shall not be modified or amended in any respect except by written instrument executed by each of the parties hereto, or the successors-in-interest in and to the lands included within Declarant's Property.
 11. **Severability.** If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12. **Governing Law.** This Declaration shall be governed by and be construed in accordance with the laws of the state of Alabama.
13. **Headings.** Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of the Declaration.
14. **Binding Effect.** This Declaration shall run with the land and shall be binding upon, enforceable by and against, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.
15. **Notices.** Any notice to be given in connection with this Declaration shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery; or (b) by Federal Express or comparable overnight mail or delivery service which shall be deemed delivered and received the next day as evidenced by written receipt of such service. Notices to the parties shall be sent as follows:

If to Declarant: 280 Properties, LLC
2858 Pelham Parkway
Pelham Al 35124
Attention: Steve Issis
Telephone: (205) 663-2310
Email: soissis@yahoo.com

With a copy to
Declarant's counsel: Bradley Arant Boult & Cummings LLP
1819 – 5th Avenue North
Birmingham, AL 35203
Attention: Charles A. J. Beavers, Jr.
Telephone: (205) 521-8620
Email: cbeavers@babco.com

If to Polo: Polo Farms Investments, LLC
1904 Indian Lake Drive
Birmingham, Al 35244
Attention: Courtney Mason
Telephone: (205) 733-2600
Email: info@chmason.com

With a copy to
Polo's counsel:

Bradley Arant Boult & Cummings LLP
1819 – 5th Avenue North
Birmingham, AL 35203
Attention: Charles A. J. Beavers, Jr.
Telephone: (205) 521-8620
Email: cbeavers@babbc.com

When to
Sewer Company:

Double Oak Water Reclamation, LLC
% SouthWest Water Company
728 Volare Drive
Pelham, Alabama 35244
Attention: Craig Sorensen
Telephone: (205) 987-8352
Email: csorensen@swwc.com

With a copy to Sewer
Company's counsel:

Mary Thornton Taylor
3570 Grandview Pkwy, Suite 100
Birmingham, Alabama 35243
Telephone: (205) 870-5498 X 8
Email: mary@thorntonhomes.net

Executed by each of the undersigned, under seal, effective the same date as first above written.

280 PROPERTIES, LLC

By

Courtney H. Mason, Jr.
Managing Member

By


Steve Issis
Managing Member

POLO FARMS INVESTMENTS, LLC

By


Courtney H. Mason, Jr.
Managing Member

By

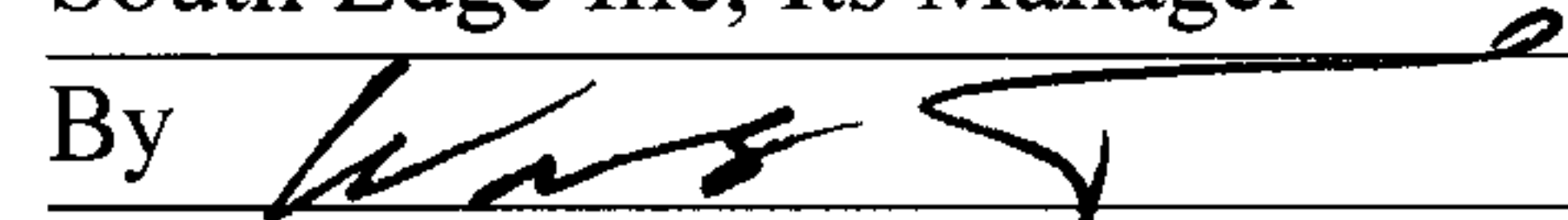

Roger Wilkins
Managing Member

By


Billy Gossett
Managing Member

DOUBLE OAK WATER RECLAMATION,
LLC

By

South Edge Inc, Its Manager
By 
William L. Thornton, III
Its Vice President

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that COURTNEY H. MASON, JR., whose name as Managing Member of 280 PROPERTIES, LLC, an Alabama limited liability company, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

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

Sharon A. Leonard

Notary Public

[NOTARIAL SEAL]

My commission expires: 3-13-12

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that STEVE ISSIS, whose name as Managing Member of 280 PROPERTIES, LLC, an Alabama limited liability company, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

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

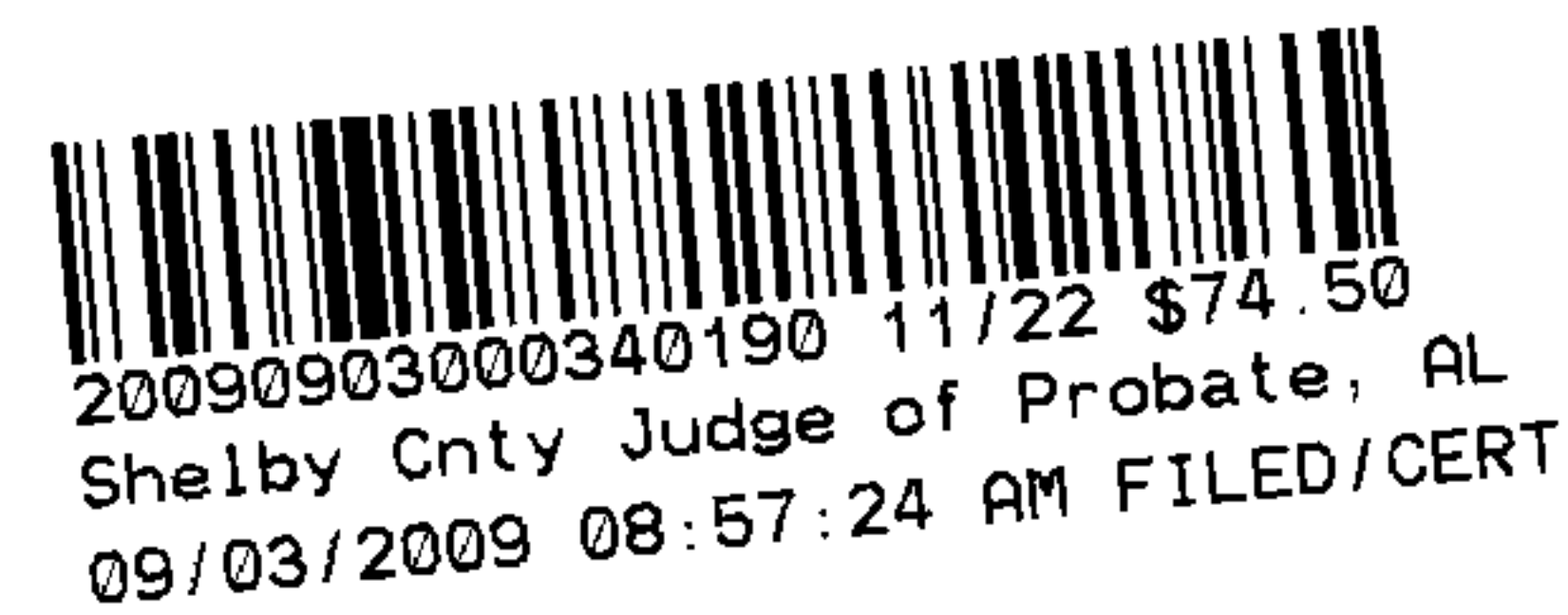
Sharon A. Leonard

Notary Public

[NOTARIAL SEAL]

My commission expires: 3-13-12

STATE OF ALABAMA)
:
SHELBY COUNTY)



I, the undersigned, a notary public in and for said county in said state, hereby certify that COURTNEY H. MASON, JR. whose name as Managing Member of POLO FARMS INVESTMENTS, LLC, an Alabama limited liability company, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

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

Deborah A. Leonard
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-13-12

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that ROGER WILKINS whose name as Managing Member of POLO FARMS INVESTMENTS, LLC, an Alabama limited liability company, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

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

Deborah A. Leonard
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-13-12


STATE OF ALABAMA

)

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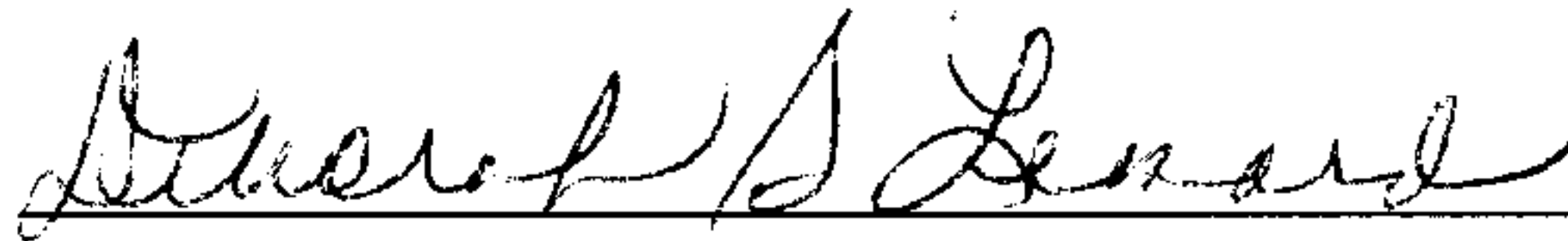
SHELBY COUNTY

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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a notary public in and for said county in said state, hereby certify that BILLY GOSSETT whose name as Managing Member of POLO FARMS INVESTMENTS, LLC, an Alabama limited liability company, 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 said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

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



Notary Public

[NOTARIAL SEAL]

My commission expires: 3/13/12

STATE OF ALABAMA

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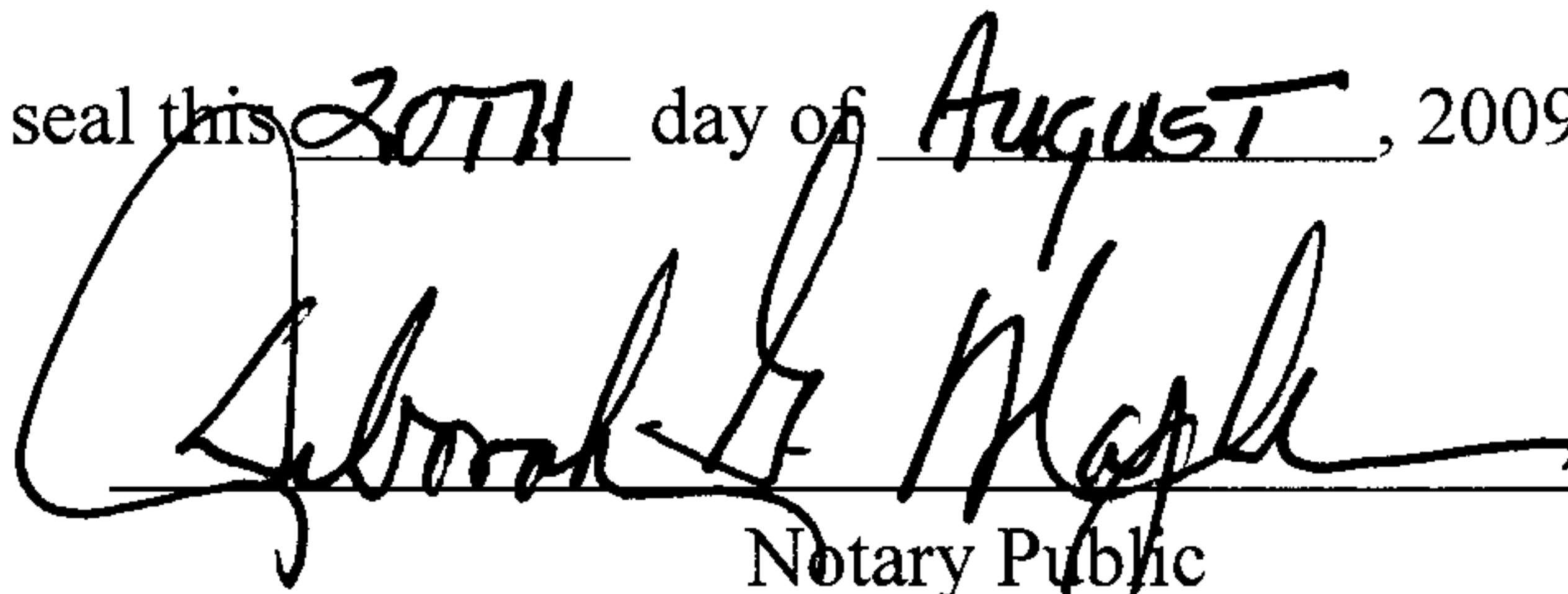
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SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that WILLIAM L. THORNTON, III, whose name as Vice-President of South Edge, Inc., as Manager of DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company, 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 said instrument, he, as such OFFICER and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid.

Given under my hand and official seal this 20TH day of August, 2009.




Notary Public

[NOTARIAL SEAL]

My commission expires: 10/16/12

EXHIBIT A
DECLARANT'S PROPERTY


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Shelby Cnty Judge of Probate, AL
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A parcel of land lying in the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said point also being the **Point of Beginning** of the herein described parcel of land; thence run southerly along the east line of said Northeast Quarter for **1003.33** feet to a point on the northerly right-of-way line of U.S. Highway 280; thence turn a deflection angle right of **92°40'58"** and run westerly along said road right-of-way for **497.73** feet to a point at the beginning of a curve to the left, said curve having a central angle of **06°12'21"**, a chord length of **1256.80** feet and a radius of **11609.16** feet; thence run westerly along said road right-of-way and along the arc of said curve for **1257.41** feet to a point where said northerly right-of-way line of US Highway 280 intersects with the easterly right-of-way line of Shelby County Highway 39; thence turn a deflection angle right of **48°18'27"** from the last described curve chord and run northwesterly along said road right-of-way for **133.80** feet to a point; thence turn a deflection angle right of **49°19'13"** and run northerly along said road right-of-way for **95.16** feet to a point; thence turn a deflection angle left of **95°09'16"** and run westerly along said road right-of-way for **36.40** feet to a point at the beginning of a curve to the left, said curve having a central angle of **18°52'42"**, a chord length of **98.94** feet and a radius of **301.63** feet; thence turn a deflection angle right of **80°57'25"** to the chord of said curve and run northwesterly along said road right-of-way and along the arc of said curve for **99.38** feet to a point; thence turn a deflection angle left of **09°26'21"** from the last described curve chord and run northwesterly along said road right-of-way for **258.70** feet to a point at the beginning of a curve to the right, said curve having a central angle of **06°27'30"**, a chord length of **67.64** feet and a radius of **600.37** feet; thence turn a deflection angle right of **03°13'45"** to the chord of said curve and run northwesterly along said road right-of-way and along the arc of said curve for **67.67** feet to a point where said easterly right-of-way line of Shelby County Highway 39 intersects with the southerly right-of-way line of Shelby County Highway No. 280, said point also being the beginning of a curve to the left, said curve having a central angle of **02°57'15"**, a chord length of **149.75** feet and a radius of **2904.66** feet; thence turn a deflection angle right of **89°05'21"** from the previous curve chord to the chord of presently described curve and run northeasterly along the arc of said curve and along said southerly right-of-way line for **149.77** feet to a point; thence turn a deflection angle right of **105°40'21"** from the last described curve chord and run southwesterly for **155.07** feet to a point; thence turn a deflection angle left of **106°23'45"** and run northeasterly for **97.49** feet to a point; thence turn a deflection angle left of **91°26'45"** and run northwesterly for **150.00** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle right of **90°00'00"** and run northeasterly along said road right-of-way for **172.63** feet to a

point; thence turn a deflection angle right of **00°28'56"** and run northeasterly along said road right-of-way for **761.87** feet to a point; thence turn a deflection angle left of **0°07'16"** and run northeasterly along said road right-of-way for **44.44** feet to a point; thence turn a deflection angle right of **18°02'12"** and run easterly for **455.25** feet to a point; thence turn a deflection angle left of **53°07'41"** and run northeasterly for **30.64** feet to a point; thence turn a deflection angle left of **33°26'18"** and run northerly for **31.28** feet to a point; thence turn a deflection angle left of **61°04'12"** and run northwesterly for **38.77** feet to a point; thence turn a deflection angle right of **19°15'49"** and run northwesterly for **68.64** feet to a point on the southerly right-of-way line of Shelby County Highway 280; thence turn a deflection angle right of **110°20'10"** and run northeasterly along said road right-of-way for **515.79** feet to a point; thence turn a deflection angle right of **109°01'18"** and run southerly for **290.04** feet to the Point of Beginning.

Said Parcel Contains 1,748,124 square feet (40.13 Acres), more or less.



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EXHIBIT B
POLO DEVELOPMENT

A parcel of land being part of the North half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, lying North of Old Highway 280 and also part of the South half of the East half of Section 23, Township 19 South, Range 1 West that is South of Signal Valley Estates, Said parcel more particularly described as follows:

Commence and BEGIN at the Northwest Corner of the Northeast Quarter of Section 26, Township 19 South, Range 1 West; thence run **S 02°12'45" E** a distance of **1323.07 feet** along the East line of those properties owned by J. C. Clark and J. F. Melton; thence run **S 87°11'35" E** a distance of **593.54 feet** along the North line of those properties owned by S. P. Williamson, A. S. Ruth, D. W. Smith and BellSouth; thence run **N 02°40'26" E** a distance of **289.72 feet** along the West line of that property owned by Hazel Elliott Williamson; thence run **N 87°57'26" E** a distance of **737.05 feet** along the North line of that property owned by Hazel Elliott Williamson; thence run **S 01°09'25" E** a distance of **356.17 feet** along the East line of that property owned by Hazel Elliott Williamson to the Northerly right - of - way line of Old U. S. Highway 280; thence run **N 69°00'00" E** along the Northerly right - of - way line of Old U. S. Highway 280 a distance of **1236.71 feet**; thence run **N 02°03'14" W** a distance of **420.07 feet** to a 1/2 inch pipe found; thence run **N 69°09'30" E** a distance of **210.67 feet** to a 1-1/2 inch pipe found; thence run **N 01°57'38" W** a distance of **527.35 feet** to a concrete monument found at the Northeast corner of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence run **N 04°50'37" W** a distance of **498.10 feet** along the West line of the RANDALL RIDGE FAMILY SUBDIVISION as recorded in Map Book 28, Page 95 in the Judge of Probate Office of Shelby County, Alabama to a 1/2 inch capped rebar set (Marked "CARR 00010 LS"); thence run **S 87°31'08" W** a distance of **2682.00 feet** along the South line of the DOGWOOD LAKES SUBDIVISION as recorded in Map Book 23, Page 34 in the Judge of Probate Office of Shelby County, Alabama and the SIGNAL VALLEY ESTATES SUBDIVISION as recorded in Map Book 23, Page 152 in the Judge of Probate Office of Shelby County, Alabama; thence run **S 02°47'41" E** a distance of **512.49 feet** to the POINT OF BEGINNING.

Said parcel contains 101.67 acres, more or less.



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EXHIBIT C
Part 1 of 2

SANITARY SEWER EASEMENT NO. 1 – ALONG CREEK SIDE

A sanitary sewer easement lying in the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **425.27** feet to the **Point of Beginning** of said easement centerline, said easement being 10.00 foot on either side of said easement centerline; thence turn a deflection angle left of **89°50'35"** and run southeasterly for **163.63** feet; thence turn a deflection angle right of **27°47'35"** and run southwesterly for **343.26** feet; thence turn a deflection angle right of **13°28'43"** and run southwesterly for **140.03** feet; thence turn a deflection angle left of **00°51'30"** and run southwesterly for **244.14** feet; thence turn a deflection angle right of **01°15'28"** and run southwesterly for **150.00** feet to a point where the easement is **10.00** foot wide on either side of the easement centerline and tapering out as follows: thence continue along the same course for **147.77** feet to a point on the northerly right-of-way line of U.S. Highway No. 280 at which point the easement is **10.00** foot on the east side of said easement courseline and **112.63** feet, at the right-of-way of U.S. Highway No. 280, on the west side of said easement courseline.



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EXHIBIT C
Part 2 of 2
SANITARY SEWER EASEMENT NO. 2 – ALONG U.S. HIGHWAY 280

A 25 foot wide sanitary sewer easement, lying in the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run southerly along the east line of said quarter-quarter section for **1,003.33** feet to a point on the northerly right-of-way line of U.S. Highway No. 280; thence turn a deflection angle right of **92°40'58"** and run westerly along said road right-of-way for **497.73** feet to the point of beginning of a curve to the left, said curve having a central angle of **01°09'57"**, a chord length of **236.23** feet and a radius of **11,609.16** feet; thence turn a deflection angle left of **00°34'59"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **236.24** feet to the **POINT OF BEGINNING** of the South sideline of the 25 foot wide easement herein described; thence continue along said road right-of-way and the southerly arc of said easement for **1021.17** feet to a point that is **12.50** south of the centerline of said easement; said easement sidelines to be extended or subtended at the easterly right-of-way line of Shelby County Road No. 39 to form a continuous and contiguous 25 foot wide easement, adjacent to, North of and parallel to the northerly right-of-way line of U.S. Highway No. 280 to its intersection with the easterly right-of-way line of Shelby County Road No. 39.



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EXHIBIT D
ROADWAY EASEMENT AREA

A parcel lying in the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run southerly along the east line of said quarter-quarter section for **1,003.33 feet** to a point on the northerly right-of-way line of U.S. Highway No. 280; thence turn **Westerly** and run along said road northerly right-of-way for **350 feet** to the **POINT OF BEGINNING** of the proposed roadway easement; thence continue **Westerly** along said road northerly right-of-way for **300 feet**; thence turn a deflection angle right of **70 degrees** and run **Northeasterly 300 feet**; thence turn a deflection angle right of **120 degrees** and run **Southeasterly 350 feet** to the **POINT OF BEGINNING** on the northerly right-of-way line of U.S. Highway No. 280.



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EXHIBIT E
LICENSE FOR TEMPORARY ACCESS

A 25 foot wide temporary roadway easement, lying in the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run southerly along the east line of said quarter-quarter section for **1,003.33 feet** to a point on the northerly right-of-way line of U.S. Highway No. 280; thence turn **Westerly** and run along said road northerly right-of-way for **1040 feet** to the **POINT OF BEGINNING** of the South side of the 25 foot wide temporary roadway easement; thence turn **180 degrees**, more or less, **Easterly** and run along said road northerly right-of-way, being also the South side of the 25 foot wide temporary roadway easement for **390 feet** to the East side of the 25 foot wide temporary roadway easement; thence turn a deflection angle left of **70 degrees**, more or less, and run **Northeasterly 70 feet**, more or less, along the East side of the 25 foot wide temporary roadway easement to its **POINT OF TERMINATION** at the Lift Station.




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EXHIBIT F
TRUNK LINES ACCESSES
GRAVEL ACCESS ROAD NO. 1 FROM SHELBY COUNTY HIGHWAY 280

A 20-foot wide access road easement, being 10-foot on either side of a centerline, and lying in the East Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **270.34** feet to the **Point of Beginning** of said easement centerline and the point of beginning of a curve to the left, said curve having a central angle of **04°31'52"**, a chord length of **61.77** feet and a radius of **781.32** feet; thence turn a deflection angle left of **109°21'29"** to the chord of said curve and run southeasterly along the arc of said curve for **61.79** feet to the point of beginning of a reverse curve to the right, said curve having a central angle of **77°00'11"**, a chord length of **39.95** feet and a radius of **32.09** feet; thence turn a deflection angle right of **36°14'10"** from the last described curve chord to the chord of said curve and run southeasterly to southwesterly along the arc of said curve for **43.13** feet; thence turn a deflection angle right of **38°30'06"** from the last described curve chord and run southwesterly and tangent to the last described curve for **8.28** feet to the point of beginning of a tangent curve to the right, said curve having a central angle of **16°26'23"**, a chord length of **25.90** feet and a radius of **90.58** feet; thence turn a deflection angle right of **08°13'11"** to the chord of said curve and run southwesterly along the arc of said curve for **25.99** feet to the point of beginning of a reverse curve to the left, said curve having a central angle of **16°37'53"**, a chord length of **34.28** feet, and a radius of **118.51** feet; thence turn a deflection angle left of **00°05'45"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **34.40** feet to the point of beginning of a reverse curve to the right, said curve having a central angle of **12°54'03"**, a chord length of **45.24** feet, and a radius of **201.33** feet; thence turn a deflection angle left of **01°51'55"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **45.33** feet to the point of beginning of a compound curve to the right, said curve having a central angle of **20°39'22"**, a chord length of **21.54** feet, and a radius of **60.07** feet; thence turn a deflection angle right of **16°46'43"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **21.66** feet to the point of beginning of a reverse curve to the left, said curve having a central angle of **39°43'41"**, a chord length of **20.31** feet and a radius of **29.88** feet; thence turn a deflection angle left of **09°32'09"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **20.72** feet to the point of beginning of a compound curve to the left, said curve having a central angle of **45°42'24"**, a

chord length of **135.07** feet and a radius of **173.90** feet; thence turn a deflection angle left of **42°43'02"** from the last described curve chord to the chord of said curve and run southwesterly to southeasterly along the arc of said curve for **138.72** feet to the point of beginning of a compound curve to the left, said curve having a central angle of **19°56'20"**, a chord length of **22.65** feet, and a radius of **65.41** feet; thence turn a deflection angle left of **32°49'22"** from the last described curve chord to the chord of said curve and run southeasterly along the arc of said curve for **22.65** feet to the point of beginning a reverse curve to the right, said curve having a central angle of **19°44'36"**, a chord length of **51.11** feet, and a radius of **149.07** feet; thence turn a deflection angle left of **00°05'52"** from the last described curve chord to the chord of said curve and run southeasterly along the arc of said curve for **51.37** feet to the point of beginning of a compound curve to the right, said curve having a central angle of **57°22'33"**, a chord length of **10.66** feet, and a radius of **11.10** feet; thence turn a deflection angle right of **38°33'34"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **11.12** feet to the point of beginning of a reverse curve to the left, said curve having a central angle of **06°01'07"**, a chord length of **35.13** feet, and a radius of **334.55** feet; thence turn a deflection angle right of **25°40'43"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **35.14** feet to the point of beginning of a compound curve to the left, said curve having a central angle of **28°57'49"**, a chord length of **50.41** feet, and a radius of **100.80** feet; thence turn a deflection angle left of **17°29'28"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **50.95** feet to the point of beginning of a reverse curve to the right, said curve having a central angle of **30°40'29"**, a chord length of **37.27** feet, and a radius of **70.46** feet; thence turn a deflection angle right of **00°51'20"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **37.72** feet; thence turn a deflection angle right of **15°20'14"** from the last described curve chord and run southwesterly and tangent to the last described curve for **44.83** feet to the point of beginning of a curve to the left, said curve having a central angle of **14°24'07"**, a chord length of **10.24** feet, and a radius of **40.85** feet; thence turn a deflection angle left of **07°12'04"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **10.27** feet; thence turn a deflection angle left of **07°12'04"** from the last described curve chord and run southwesterly and tangent to the last described curve for **87.27** feet to the point of beginning of a curve to the left, curve having a central angle of **23°14'55"**, a chord length of **44.39** feet, and a radius of **110.16** feet; thence turn a deflection angle left of **11°37'28"** from the last described curve chord to the chord of said curve and run southwesterly along the arc of said curve for **44.70** feet; thence turn a deflection angle left of **11°37'28"** from the last described curve chord and run southerly and tangent to the last described curve for **11.79** feet to the end point of said easement centerline.


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GRAVEL ACCESS ROAD NO. 2 FROM U. S. HIGHWAY 280

A 20-foot wide access road easement, being 10-foot on either side of a centerline, and lying in the Southeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, and thence run southerly along the east line of said quarter-quarter section for **1,003.33** feet to a point on the northerly right-of-way line of U.S. Highway No. 280; thence turn a deflection angle right of **92°40'58"** and run westerly along said road right-of-way for **497.73** feet to the point of beginning of a curve to the left, said curve having a central angle of **00°54'46"**, a chord length of **184.93** feet and a radius of **11,609.16** feet; thence turn a deflection angle left of **00°27'23"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **184.93** feet; thence turn a deflection angle right of **89°32'37"** from the chord of the last described curve and run northerly for **30.97** feet to the **Point of Beginning** of said easement centerline and the point of beginning of a curve to the right, said curve having a central angle of **26°49'08"**, a chord length of **69.41** feet and a radius of **149.65** feet; thence turn a deflection angle left of **02°23'44"** to the chord of said curve and run northwesterly to northeasterly along the arc of said curve for **70.05** feet; thence turn a deflection angle right of **13°24'34"** from the last described curve chord and run northeasterly and tangent to the last described curve for **15.51** feet to the point of beginning of a curve to the right, said curve having a central angle of **42°53'41"**, a chord length of **35.35** feet and a radius of **48.34** feet; thence turn a deflection angle right of **21°26'51"** to the chord of said curve and run northeasterly and along the arc of said curve for **48.34** feet; thence turn a deflection angle right of **21°26'51"** from the chord of last described curve and run northeasterly and tangent to the last described curve for **41.67** feet to the point of beginning of a curve to the left, said curve having a central angle of **16°52'34"**, a chord length of **22.01** feet and a radius of **75.00** feet; thence turn a deflection angle left of **08°26'17"** to the chord of said curve and run northeasterly along the arc of said curve for **22.09** feet to the point of beginning of a compound curve to the left, said curve having a central angle of **21°17'22"**, a chord length of **86.15** feet and a radius of **233.20** feet; thence turn a deflection angle left of **19°04'58"** from the last described curve chord to the chord of said curve and run northeasterly along the arc of said curve for **86.65** feet; thence turn a deflection angle left of **10°38'41"** from the last described curve chord and run northeasterly and tangent to the last described curve for **60.74** feet to the end point of said easement centerline.



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