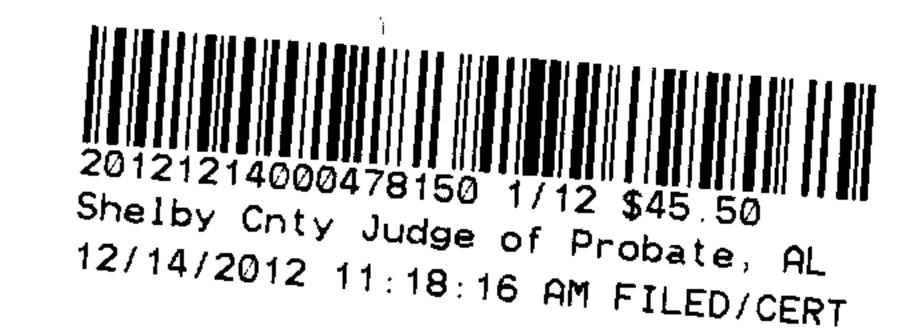
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This instrument was prepared by and when recorded return to:
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209
205.879.5959



DECLARATION OF INGRESS AND EGRESS EASEMENT

This Declaration of Ingress and Egress Easement (the "Declaration") is made and entered into this the _//__ day of December, 2012, by SHERWOOD J. STAMPS, and wife, BEVERLY FAYE STAMPS (herein collectively referred to as the "Declarant").

RECITALS:

Declarant is the fee simple owner of title to the real property located in Shelby County, Alabama, known as:

Parcel One: See Exhibit A attached thereto and made a part hereof (the "Home Place");

Parcel Two: See Exhibit B attached hereto and made a part hereof (the "Farm Place"); and

Parcel Three: See Exhibit C attached hereto and made a part hereof (the "Non-Exclusive

Easement").

Parcel Two is partially serviced by the Easement from Shelby County Highway 22, which Easement is located on Parcel One. It is the desire of Declarant, as the Owner of Parcel One, to create a non-exclusive easement to provide for an ingress and egress road for the owners, tenants, customers and invitees of Parcel Two

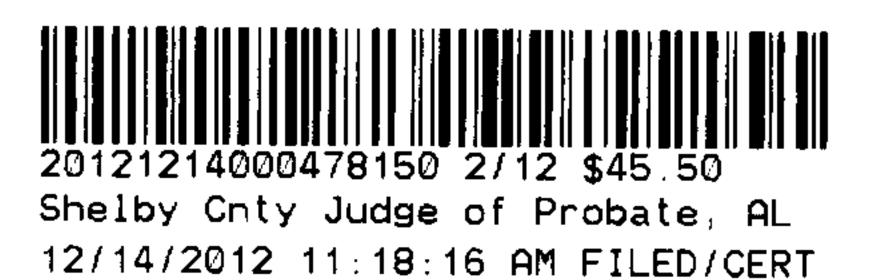
NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, Declarant hereby declares that Parcel One and Parcel Two shall be held, owned, sold and conveyed, subject to the following the Easement which shall run with each Parcel, and each part thereof, and which shall inure to the benefit of the Owner of each Parcel, and their successors and assigns.

1. <u>Definitions</u>: For purposes of this Declaration, the following terms shall have the following definitions:

"Owner" means and refers to the owner or owners that now or at any time own all or any part of Parcel One and Parcel Two; but such Owner does not mean any person or entity holding such interest merely as security for the repayment of a debt; and

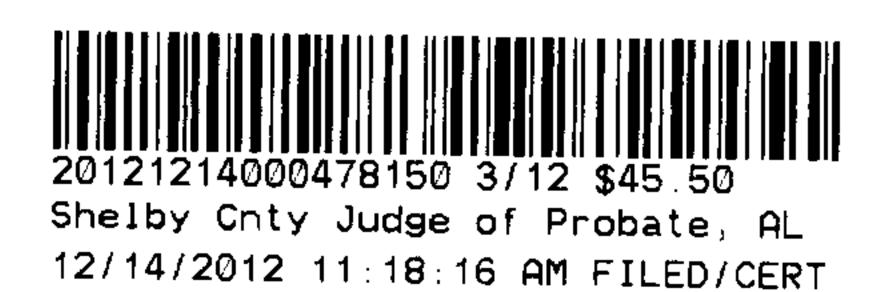
"Permittee" means and refers to (a) the tenants, employees, agents, contractors, customers, invitees and licensees of an Owner of either Parcel, or any portion thereof, and (b) any person or entity with whom any Owner shall hereafter enter into an agreement similar to this Declaration, affecting a portion of either Parcel, including its tenants, employees, agents, contractors, customers, invitees and licensees.

- 2. <u>Easement for Vehicular Traffic</u>. The Owner of each Parcel and its Permittees shall have and enjoy, in common with the Owner of each other Parcel and its Permittees, mutual, reciprocal, and non-exclusive easements, right and privileges to use for purposes of vehicular traffic among the Parcels over, across, to and from each Parcel, the Easement described in Exhibit C attached hereto and made a part hereof.
- 3. <u>Easement for Pedestrian Traffic</u>. The Owner of each Parcel and its Permittees shall have and enjoy, in common with the Owner of each other Parcel and its Permittees, mutual, reciprocal, and non-exclusive easements, rights and privileges to use for purposes of pedestrian traffic among the Parcels over, across, to and from each Parcel, the Easement described in Exhibit C attached hereto and made a part hereof.
- 4. <u>Indemnification</u>. Each Owner shall indemnify and hold harmless the other Owner and their Permittees from and against all damage to the Easement caused by any extraordinary use thereof by the indemnifying Owner or its Permittees, respectively, and the Owner causing any such damage shall be responsible for paying the repairs to the same in a prompt and timely manner. Extraordinary use shall include, but not be limited to, the use of the Easement Property, for ingress and egress for construction equipment and construction activities.
- 5. No Cross Parking. Nothing contained in this Declaration shall create or constitute an easement of other rights for parking on any Parcel for the benefit of an Owner, or its Permitttees, of any other Parcel.
- 6. <u>Maintenance Responsibilities</u>. The Easement shall be maintained in a good and safe condition, and the Owner of each Parcel shall contribute to the maintenance and upkeep of the Easement, with each Owner's share being the square footage of the Parcel, or any part thereof, owned by an Owner, in relation to the total square footage of all Parcels developed.
- 7. Enforcement of Maintenance Responsibilities. If any Owner is delinquent and fails to comply with its maintenance obligations under Section 6, the other Owners, and each of them, may give the delinquent Owner notice of such non-compliance. If the delinquent Owner shall fail to cure such non-compliance within ten (10) days after such notice has been given, or within such longer time as is reasonably necessary to effect any cure that cannot be cured within ten (10) days during which the delinquent Owner is diligently pursuing such cure, the non-delinquent Owners, and each of them, shall have the right to maintain, or cause the maintenance of, the Easement Property. The costs and expenses of such maintenance incurred by any non-delinquent Owner shall be due and



payable by the delinquent Owner to the non-delinquent Owner that performs such maintenance within five (5) days after receipt of demand therefor and if such amounts are not paid when due, then such amounts, together with interest thereon at the annual rate of two percent (2%) over the prime commercial rate of interest as reported by the *Wall Street Journal* and reasonable attorneys' fees, shall, upon proper recordation of a claim of lien in the Shelby County Probate Office, constitute a lien on that portion of such Parcel owned by such delinquent Parcel Owner until paid in full.

- Beclaration of Provisions of Declaration. This Declaration may be enforced by Declarant and/or Owner of any Parcel of the property or their respective successors and assigns against any person or entity having obligations hereunder. The non-defaulting Owner(s) of a Parcel shall be entitled forthwith to full and adequate relief by injunction and/or all such other legal and equitable remedies for the consequences of such breach. If any party, or person benefitted hereby, institutes any litigation to enforce any of the terms, covenants, conditions, casements or restrictions set out in the Declaration, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party. Any monetary judgment, which shall include attorneys' fees, shall constitute a lien against the Parcel of the defaulting Owner. Upon proper recordation in the Shelby County Probate Office, unpaid assessments, including special assessments, shall constitute a lien and charge against a Parcel until paid in full or otherwise discharged and released, and in addition to any other right or remedy, at law or in equity, and shall be collectable and enforceable against said real property.
- 9. <u>Termination of Easement</u>. This Easement may be terminated at any time by the Declarant, or the successors in title of Parcel One, in the sole and absolute discretion of the Owner of Parcel One, in the event Parcel Two is no longer owned by Stamp Farm LLC, or in the event Parcel Two is developed, and no longer agricultural property. The Termination by the Owner of Parcel One shall be by written instrument, signed by the Owner of Parcel One, and recorded in the Shelby County Probate Office, Alabama. No other property owner shall be required to sign the Termination.
- 10. <u>No Barriers</u>. No barriers, fences, or other obstructions shall be erected or allowed so as to impede or interfere in any way with the free flow of vehicular or pedestrian traffic over the Easement or in any manner restrict or interfere with the use and enjoyment of the rights and Easement herein granted.
- 11. <u>No Public Rights</u>. The Non-Exclusive Easement is a private easement, and no third party, other than the Owners of Parcel One and Parcel Two, shall have any rights of use or enjoyment of the Non-Exclusive Easement, and the Owner of Parcel Two shall not have any rights to request a dedication of the Non-Exclusive Easement for public use.
- 12. <u>Binding Effect</u>. It is understood that this Declaration is a covenant running with each Parcel, or any part thereof, and that this Declaration shall be binding upon and inure to the benefit of Declarant, and/or the Owner of each Parcel, or any part thereof, and the personal or legal representative, and successors and assigns, unless and until terminated as herein provided.



Declaration of Ingress Egress Easement Page 3 of 5

- 13. Severability. If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to any person or circumstance, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- 14. <u>Further Instruments</u>. Each Owner shall execute and deliver, in recordable form when necessary, any and all documentation as is necessary and applicable to effectuate or confirm the intention of the parties set forth herein.
- 15. <u>Waiver</u>. No delay or omission of any Owner in the exercise of any right occurring upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing by such Owner. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach of, or default in, the same or any other provisions of this Declaration. Exercise by any Owner, or the beginning of the exercise by any Owner, of any one of the rights or remedies provided for in this Declaration, now or hereafter existing, at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Owner of any other right or remedy for such breach.
- 16. No Merger. It is the intent of the Declarant that the easement rights created hereunder shall not merge with the fee title to the Parcels notwithstanding that fee title to any Parcels may now or in the future be held by the same person or entity.
- 17. <u>Counterparts</u>. This Declaration may be executed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement. Electronic signatures shall have the same effect as original signatures, and electronic copies of this Agreement shall be considered an original of the same.

[Signature page to follow]

20121214000478150 4/12 \$45.50 Shelby Cnty Judge of Probate, AL 12/14/2012 11:18:16 AM FILED/CERT IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the day and year first set forth above.

DECLARANT:

Sherwood J. Stamps

[SEAL]

Sherwood J. Stamps

[SEAL]

Beverly Fave Stamps

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sherwood J. Stamps and Beverly Faye Stamps, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given my hand and official seal this the $\frac{1}{2}$ day of December, 2012.

[NOTARY SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

Notary Public

My Commission Expires: /2/2//201

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EXHIBIT A

PARCEL ONE (HOME PLACE):

PARCEL I:

A parcel of land situated in the Southeast ¼ of the Southwest ¼ of Section 36, Township 20 South, Range 3 West, described as follows:

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 390.00 feet to the point of beginning; thence continue North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 260.00 feet; thence North 88 degrees 20 minutes 00 seconds East for 250.00 feet; thence South 01 degrees 40 minutes 00 seconds East for 260.00 feet; thence South 88 degrees 20 minutes 00 seconds West for 250.00 feet to the point of beginning.

PARCEL II:

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 390.00 feet; thence North 88 degrees 20 minutes 00 seconds East for 15.00 feet to the point of beginning of the Easement here described:

A parcel of land 15.00 feet either side of and parallel to a line described as follows:

Go South 01 degrees 40 minutes 00 seconds East for 390.00 feet; thence South 00 degrees 57 minutes 48 seconds East for 2591.00 feet to the North boundary of Shelby County Highway No. 22 and the end of said easement.

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EXHIBIT B

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PARCEL TWO (FARM PLACE)

PARCEL I:

A parcel of land situated part in the Southwest ¼, part in the Southwest ¼ of the Southeast ¼ of Section 36, Township 21 South, Range 3 West, and part in the North ½ of Section 1, Township 22 South, Range 3 West described as follows:

Commence at the Southwest corner of the Southwest ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 54 minutes 57 seconds West along the West boundary of said 1/4 - 1/4 section for 16.00 feet to the point of beginning; thence continue North 01 degrees 54 minutes 56 seconds West along said West boundary for 1357.92 feet to the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section 36; thence North 01 degrees 54 minutes 56 seconds West for 10.13 feet to an existing fence; thence South 88 degrees 37 minutes 40 seconds East along said fence for 10.55 feet to an existing fence corner; thence six (6) courses along said fence as follows: go North 00 degrees 16 minutes 54 seconds West for 109.13 feet; thence North 00 degrees 51 minutes 23 seconds West for 399.75 feet; thence North 01 degrees 27 minutes 00 seconds West for 165.97 feet; thence North 01 degrees 54 minutes 13 seconds West for 158.39 feet; thence North 01 degrees 28 minutes 50 seconds West for 268.63 feet; thence North 01 degrees 56 minutes 09 seconds West for 261.11 feet to the North Boundary of the Southwest ¼ of Section 36; thence South 88 degrees 18 minutes 03 seconds East along said North boundary for 2631.58 feet to the Northeast corner of the Northeast ¼ of the Southwest ¼ of Section 36; thence South 01 degrees 27 minutes 45 seconds East along the East boundary of said 1/4 - 1/4 section for 1357.74 feet to the Northeast corner of the Southeast ¼ of the Southwest ¼ of Section 36; thence South 01 degrees 22 minutes 02 seconds East along the East boundary of said ¼ - ¼ section for 460.00 feet; thence South 88 degrees 42 minutes 00 seconds East for 320.09 feet; thence South 42 degrees 07 minutes 33 seconds East for 570.31 feet; thence North 78 degrees 58 minutes 28 seconds East for 69.01 feet; thence South 10 degrees 58 minutes 07 seconds East for 258.76 feet; thence North 78 degrees 59 minutes 12 seconds East for 52.25 feet; thence South 34 degrees 29 minutes 48 seconds East for 277.65 feet to the South boundary of the Southwest ¼ of the Southeast ¼ of Section 36; thence South 89 degrees 03 minutes 48 seconds East along said South boundary for 267.09 feet to the West boundary of Shelby County Highway No. 107; thence three (3) courses along said West boundary as follows: go South 00 degrees 41 minutes 57 seconds East for 913.80 feet; thence South 02 degrees 02 minutes 20 seconds East for 751.28 feet; thence South 01 degrees 38 minutes 27 seconds East for 1000.49 feet to the South boundary of the Northwest ½ of Section 1; thence North 88 degrees 53 minutes 22 seconds West along the South boundary of said North ½ of Section 1 for 274.89 feet to a point on a curve to the left on the North boundary of Shelby County Highway No. 22, said curve having a central angle of 18 degrees 44 minutes 11 seconds and a radius of 1132.61 feet; thence Westerly along said curve for 370.38 feet to the point of tangent; thence North 88 degrees 46 minutes 38 seconds West along the North boundary of Highway 22 for 1985.34 feet to a point that is 10.00 feet West of the West boundary of the East ½ of the Northwest 1/4 of Section 1; thence North 00 degrees 57 minutes 48 seconds West for 2592.00 feet to the South boundary of the Southwest ¼ of Section 36; thence North 89 degrees 03 minutes 48 seconds West for 1289.14 feet; thence North 45 degrees 29 minutes 23 seconds West for 23.18 feet to the point of beginning.

PARCEL II:

Beginning at a found steel rebar corner accepted as the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama and run thence

South 86 degrees 13 minutes 01 seconds East along the South line of said Quarter-Quarter section a distance of 85.14' to a set rebar corner; thence run North 04 degrees 06 minutes 16 seconds West a distance of 199.77' to a set rebar corner on the Southerly margin of Shelby County Highway No. 24; thence run South 43 degrees 28 minutes 53 seconds West along said margin a distance of 15.89' to a corner; thence run South 48 degrees 37 minutes 24 seconds West along same said margin a distance of 79.00' to a found rebar corner on the West line of said Quarter-Quarter section; thence run South 00 degrees 11 minutes 36 seconds West along the said West line of said Quarter-Quarter section a distance of 129.89' to the point of beginning.

TOGETHER WITH:

An easement for ingress, egress, and utilities extending from Shelby County Road #107 in a Westerly direction to the Easterly boundary of the above described parcel, said easement being 30 feet in width and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 36, and go North 89 degrees 03 minutes 48 seconds West along the South boundary of said Quarter-Quarter section for 307.80 feet; thence North 34 degrees 29 minutes 48 seconds West for 277.65 feet; thence South 78 degrees 59 minutes 12 seconds West for 52.25 feet; thence North 10 degrees 58 minutes 07 seconds West for 228.70 feet to the point of beginning; thence South 78 degrees 58 minutes 28 seconds West for 50.89 feet; thence North 42 degrees 07 minutes 33 seconds West for 35.03 feet; thence North 78 degrees 58 minutes 28 seconds East for 593.64 feet to the West boundary of Shelby County Highway No. 107; thence South 00 degrees 58 minutes 45 seconds East along said West boundary for 30.47 feet; thence South 78 degrees 58 minutes 28 seconds West for 519.34 feet to the point of beginning.

LESS AND EXCEPT:

PARCEL I: [Home Place]

A parcel of land situated in the Southeast ¼ of the Southwest ¼ of Section 36, Township 20 South, Range 3 West, described as follows:

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 390.00 feet to the point of beginning; thence continue North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 260.00 feet; thence North 88 degrees 20 minutes 00 seconds East for 250.00 feet; thence South 01 degrees 40 minutes 00 seconds East for 260.00 feet; thence South 88 degrees 20 minutes 00 seconds West for 250.00 feet to the point of beginning; and

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 390.00 feet; thence North 88 degrees 20 minutes 00 seconds East for 15.00 feet to the point of beginning of the Easement here described:

A parcel of land 15.00 feet either side of and parallel to a line described as follows:

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Declaration of Ingress Egress Easement

Go South 01 degrees 40 minutes 00 seconds East for 390.00 feet; thence South 00 degrees 57 minutes 48 seconds East for 2591.00 feet to the North boundary of Shelby County Highway No. 22 and the end of said easement.

PARCEL II: [CARRIE GIBSON PROPERTY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 seconds West along the South boundary of said ¼ - ¼ Section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 1088.95 feet; thence North 01 degrees 55 minutes 53 seconds West along the West boundary of said Highway No. 107 for 711.05 feet to the point of beginning; thence North 01 degrees 28 minutes 26 seconds West along the West boundary of said Highway No. 107 for 266.00 feet; thence South 88 degrees 04 minutes 07 seconds West for 570.00 feet; thence South 01 degrees 28 minutes 26 seconds East for 266.00 feet; thence North 88 degrees 04 minutes 07 seconds East for 570.00 feet to the point of beginning; and

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West; thence run North 88 degrees 53 minutes 22 seconds West along the South line of said ¼ - ¼ for 12.30°; thence run North 1 degrees 52 minutes 00 seconds West for 1088.95°; thence run North 1 degrees 55 minutes 53 seconds West for 711.05°; thence run North 1 degrees 28 minutes 26 seconds West for 266.03°; thence run South 88 degrees 01 minutes 02 seconds West for 15.00° to the point of beginning, said point being on the new right of way line of Shelby County Hwy No. 170; thence run North 1 degrees 28 minutes 26 seconds West for 790.21°; thence run South 1 degrees 28 minutes 26 seconds East for 346.00°; thence run North 88 degrees 01 minutes 02 seconds East for 235.00°; thence run North 1 degrees 28 minutes 26 seconds West for 266.03°; thence run North 88 degrees 01 minutes 02 seconds East for 555.21° to the point of beginning.

PARCEL III: [BRAD STAMPS PROPERTY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 seconds West along the South boundary of said ¼ - ¼ section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 410.00 feet to the point of beginning; thence continue North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 266.00 feet; thence South 88 degrees 08 minutes 00 seconds West for 570.00 feet; thence South 01 degrees 52 minutes 00 seconds East for 266.00 feet; thence North 88 degrees 08 minutes 00 seconds East for 570.00 feet to the point of beginning.

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Declaration of Ingress Egress Easement

PARCEL IV: [NATHAN STAMPS PROPERTY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 west, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 Seconds West along the South boundary of said ¼ - ¼ section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 676.00 feet to the point of beginning; thence continue North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 266.00 feet; thence South 88 degrees 08 minutes 00 seconds West for 570.00 feet; thence South 01 degrees 52 minutes 00 seconds East for 266.00 feet; thence North 88 degrees 08 minutes 00 seconds East for 570.00 feet to the point of beginning.

PARCEL V: [KELLY GRIFFIN PROPERTY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 seconds West along the South boundary of said ¼ - ¼ section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 942.00 feet to the point of beginning; thence continue North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 146.95 feet; thence North 01 degrees 55 minutes 53 seconds West along the West boundary of said Highway No. 107 for 119.05 feet; thence South 88 degrees 04 minutes 07 seconds West for 570.00 feet; thence South 01 degrees 53 minutes 45 seconds East for 265.36 feet; thence North 88 degrees 08 minutes 00 seconds East for 570.00 feet to the point of beginning.

PARCEL VI: [AUDREY WILKINSON PROPERTY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 seconds West along the South boundary of said ¼ - ¼ section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 1088.95 feet; thence North 01 degrees 55 minutes 53 seconds West along the West boundary of said Highway No. 107 for 119.05 feet to the point of beginning; thence continue North 01 degrees 55 minutes 53 seconds West for 241.00 feet to the beginning of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 25.00 feet; thence Westerly along said curve for 39.27 feet to the point of tangent; thence South 88 degrees 04 minutes 07 seconds West for 545.00 feet; thence South 01 degrees 55 minutes 53 seconds East for 266.00 feet; thence North 88 degrees 04 minutes 07 seconds East for 570.00 feet to the point of beginning.

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PARCEL VII: [SHERWOOD STAMPS PROPERTRY]

A parcel of land situated in the West ½ of the Northeast ¼ of Section 1, Township 22 South, Range 3 West, described as follows:

Commence at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 1 and go North 88 degrees 53 minutes 22 seconds West along the South boundary of said ¼ - ¼ section for 12.30 feet to the West boundary of Shelby County Highway No. 107; thence North 01 degrees 52 minutes 00 seconds West along the West boundary of said Highway No. 107 for 1088.95 feet; thence North 01 degrees 55 minutes 53 seconds West along the West boundary of said Highway No. 107 for 470.05 feet to the point of beginning; thence continue North 01 degrees 55 minutes 53 seconds West along the West boundary of said Highway No. 107 for 241.00 feet; thence South 88 degrees 04 minutes 07 seconds West for 570.00 feet; thence South 01 degrees 55 minutes 53 seconds East for 266.00 feet; thence North 88 degrees 04 minutes 07 seconds East for 545.00 feet to the beginning of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 25.00 feet; thence Easterly along said curve for 39.27 feet to the point of beginning.

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EXHIBIT C

PARCEL THREE (NON-EXCLUSIVE EASEMENT);

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 36 and go North 01 degrees 40 minutes 00 seconds West along the West boundary of said ¼ - ¼ section for 390.00 feet; thence North 88 degrees 20 minutes 00 seconds East for 15.00 feet to the point of beginning of the Easement here described:

A parcel of land 15.00 feet either side of and parallel to a line described as follows:

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