$500 VALUE

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
SHELBY COUNTY

COVENANTS & GRANTS OF EASEMENT

These Covenants & Grants of Easement (the Instrument) are made this 10 day of June, 2014 by Forty Three Investments, LLC (Forty Three), Shephard Gap Associates, an Alabama General Partnership (SG), Sidney W. Smyer, III (Sid) and Highway 41 Development, Inc. (the HOA).

Whereas, Forty Three is the owner of that certain real property located in Shelby County, Alabama more particularly described on Exhibit A attached hereto and incorporated by reference herein (the Forty Three Property); and

Whereas, SG is the owner of that certain real property located in Shelby County, Alabama more particularly described on Exhibit B attached hereto and incorporated by reference herein (the SG Property); and

Whereas, Sid is the owner of that certain real property located in Shelby County, Alabama more particularly described on Exhibit C attached hereto and incorporated by reference herein (Sid's Property); and

Whereas, the HOA is the owner of that certain real property located in Shelby County, Alabama more particularly described on Exhibit D attached hereto and incorporated by reference herein (the HOA Property); and

Whereas, for the purposes of these Covenants, the SG Property and Sid's Property shall be collectively referred to as the Smyer Property; and

Whereas, the parties are desirous of imposing covenants and restrictions and granting easements on the Forty Three Property, the Smyer Property and the HOA Property; and

Whereas, for the purposes of this instrument, the Forty Three Property, the Smyer Property and the HOA Property is sometimes referred to as the Property; and

Whereas, the parties intend to divide the Property (other than the HOA Property) in the future into Tracts (as hereinafter defined).

Now, therefore, in consideration of the premises, the mutual covenants contained herein and for other good and valuable considerations, the parties agree as follows:

I. GRANTS AND CONVEYANCES:

a.) Forty Three and the HOA do hereby grant, bargain, sell and convey to the Service Providers (as hereinafter defined), HOA, Sid and SG a 60 foot perpetual non-exclusive easement for vehicular and pedestrian ingress and egress and for drainage and utilities. The Road to be constructed on said easement shall be a

private road in perpetuity. This easement is more particularly described on Exhibit E attached hereto and incorporated by reference herein and depicted on the survey attached hereto as Exhibit E-1.

TO HAVE AND TO HOLD; to the foregoing Grantees, and the successors and assigns to the Smyer Property and the HOA Property forever.

b. Forty Three does hereby grant, bargain, sell and convey unto the HOA, Sid and SG a perpetual, non-exclusive easement for utilities more particularly described on Exhibit F attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD; to the foregoing Grantees, and the successors and assigns of the HOA Property and the Smyer Property.

II. COVENANTS AND RESTRICTIONS.

a. Defined Terms.
   1. Tract means any parcel of land located within the Forty Three Property or the Smyer Property.
   2. Owner means the record owner of a Tract. In the event of multiple owners of a Tract, the Owner thereof shall, as necessary elect one owner to represent the Tract.
   3. Service Providers means mail service, overnight services, garbage services, utility services, fire protection and police protection.
   4. Road means the road to be constructed on the easement hereinabove in Paragraph (I)(a).
   5. Gate means the gate to be constructed on the HOA Property.
   6. Access Parcel means the HOA Property.
   7. Property means collectively the Forty Three Property, the HOA Property and the Smyer Property.
   8. Association means Highway 41 Development, Inc.
   9. Developer means collectively Forty Three Investments, LLC and Sidney W. Smyer, III.

b. COVENANTS AND RESTRICTIONS: The following Covenants and Restrictions are imposed on the Property.
   1. Highway 41 Development, Inc. (the "Association"). By accepting a deed to a Tract, as an appurtenance to such Tract, an Owner shall become a member of the Association and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended. The purpose of the Association is for the operation and maintenance of the Access Parcel (and the Common Facilities thereon as described in paragraph 3 below), the Gate and the Road. The periodic costs of maintenance of the Road and the Gate shall be determined by the Association. Assessments for such periodic costs to Tract Owners shall be based on a percentage wherein the numerator is

the number is 1 and the denominator is number of Tracts within the Property from time to time. The percentage so determined shall determine the assessment for a given Tract.

2. The Gate. The Gate located at the entrance to the development is intended to provide security for the Property. No Tract Owner shall divulge the manner of entrance through the Gate to anyone other than an Owner. Notwithstanding the foregoing, the Association shall keep the Service Providers informed of the manner of entrance into the Gate.
3. Maintenance. The Access Parcel, the Gate, Road, and any common area around the Gate and Road, including without limitation landscaping, lighting, utilities, an island, the stone walls and shoulders of the Road on each side of the Gates (collectively herein sometimes referred to as the Common Facilities) shall be maintained through the Association. The costs for maintenance of the Common Facilities shall be paid by Tract Owners in the same pro rata percentage as set forth in Paragraph 1 above.
4. Individual Repair. Any Owner of a Tract (their guests, contractors, agents or invitees) that cause(s) damage to the Common Facilities shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners to which such Common Facilities damage applies (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Paragraph 5(m) as hereinafter set out. The Road is designed for light residential traffic and care must be taken during construction by the Tract Owners not to damage the Road.
5. Miscellaneous.

   (a) **ANIMALS.** No dog kennels for commercial purposes will be allowed. No commercial breeding of any animal will be allowed.

   (b) No obnoxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Tracts or Tract Owners. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle other than Service Providers or any inoperable motor vehicle shall be allowed on the Property. No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads, which includes the yard and any shrub beds. No large satellite, microwave dishes or television or radio antennas shall be placed on any Tract unless approved in writing by the Association, but in no event shall large satellite, microwave

dishes or televisions or radio antennas be visible from the Road. No mobile homes shall be allowed on the Property. This shall not prevent the location of a "construction trailer" on a Tract to be used during the construction of an improvement on a Tract.

(c) No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

(d) It is the intent of the Developer to preserve for present and future Tract Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in undisturbed state, and that each Tract Owner in the Property shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees per acre may be removed except for pasture; NO clear cutting of timber is allowed. If timber is harvested, all tops and stumps must be removed and the property restored to natural setting within 90 days.

(e) During all construction, all vehicles, including those delivering supplies, must take care not to unnecessarily damage trees, and the Road. Any damage not repaired by the contractor will be repaired by the Association (after ten (10) days written notice) and will be charged to the Tract Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Tract enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Tract by the Builder as often as necessary to keep the house and Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract. Tract owners are responsible for obtaining an ADEM permit for their lot before any grading or construction begins and adhering to regulations required by ADEM during any construction on Tract Owner's property. If Tract Owner is notified of an ADEM violation such Owner shall have 15 days after notice to correct any cited problems. If such Owner does not correct the problems the Association may correct the problems and assess the costs to the said Tract Owner and use any other remedies to collect expenditures.

(f) No Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley which would give access to real property outside the Property, except for a potential drive to a 20 acre or less parcel of land in the northwest corner of Sid's Property. If such occurs, such parcel shall have no rights to the Road and will not be bound by these Covenants.

(g) **GRANTEE'S ACCEPTANCE.** The grantee of any Tract subject to the coverage of this Instrument, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(h) **INDEMNITY FOR DAMAGES.** Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to this Instrument, agrees to indemnify the Developer and SG for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Road or the Gate.

(i) **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(j) **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Instrument shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Instrument as fully as any other Owner of any portion of the Property, or any Tract therein.

(k) **NO REVERTER.** No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(l) **DURATION AND AMENDMENT.** The restrictions herein contained shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the Association and the Owner of any Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2034, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. This Instrument may not be amended in any respect except by the execution of an instrument signed by 2/3 of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. Notwithstanding the foregoing, in the event Forty Three or Sid still own a Tract or Tracts within the Property at the time of any such proposed amendment, Forty Three and/or Sid may veto and defeat any such amendment. After December 31, 2034, this Instrument may

be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(m) **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the Association and the other Owner(s) of Tract(s), their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract Owner under this Instrument and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

(n) **NO WAIVER.** The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

(o) All Tract owners shall maintain their Tract and the improvements thereon in a neat and orderly fashion.

(p) **MODIFICATION OF THESE COVENANTS BY DEVELOPER.** Upon unanimous approval by Forty Three and Sid, notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Tract owned by Developer at any time without the necessity of obtaining approval from any Tract Owner or the mortgagee(s) of any Tract. Any such modification shall only apply to Developer Owned Tract(s).

(q) **PROPERTY SOLD AS IS WHERE IS.** By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property, the Road or improvements located on the Property, it being expressly understood that all Tracts and any improvements including the Road are sold AS IS/WHERE IS, except as expressly limited herein.

(r) **ARBITRATION.** Any controversy or claim between a Tract Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrators shall appoint a third arbitor whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or is such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissible to arbitration, the Tract Owner having such claim or controversy with the Developer irrevocably waives all right to trial by jury in any court in any such action.

(s) **NOTICES.** Any notice to be given under this Instrument shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided by such Tract Owner to the other; or 2. At the address maintained by the Tax Collector of Shelby County, Alabama for such Tract Owner (herein the "Authorized Address"). Mailing, postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road, the failure of any Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract Owner to the proposed maintenance or repairs.

(t) **OTHER RESTRICTIONS.**

1. There shall be no more than 5 driveways or roadways constructed off of the Road.

2. No improvements shall be closer than 150 feet from the Road unless approved by the Association.

3. None of the Property shall be divided into Tracts less than that authorized by Shelby County, Alabama for subdivision off of a

private road. In no event shall the Forty Three Property be divided into more than 13 Tracts and the Smyer Property be divided into more than 12 Tracts. Forty Three shall be entitled to sell that certain 4.81 acre parcel as shown on the survey located in the southwest corner of the Property to the owner of Lot 11 Shires so long as such owner is prohibited from using the Road and in the event of such sale, this Instrument shall not apply to said 4.81 acre parcel and such provision shall not be counted as one of the 13 divisions of the Forty Three Property.

4. Nothing herein shall prohibit the Forty Three Property or the Smyer Property to be encumbered by further restrictions so long as the same do not contradict this instrument.

5. All utilities will be underground if feasible.

6. Access to the Smyer Property shall be restricted to owners of tracts within the Smyer Property

Forty Three Investments, LLC

By: Randall H. G

Its: manager

STATE OF ALABAMA)
Jefferson **COUNTY)**

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans as manager of Forty Three Investments, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 10 day of June, 2014.

Notary Public
My Commission Expires: 3·1·16

Shephard Gap Associates, an Alabama General Partnership

By: _____
Sidney W. Smyer, III
Its: General Partner

By: _____
Sidney W. Smyer, Jr.

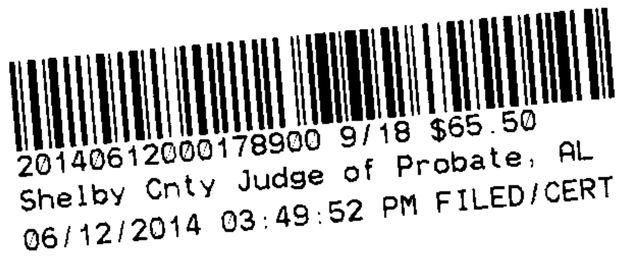
Its: General Partner

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Sidney W. Smyer, Jr. and Sidney W. Smyer, III as General Partners of Shephard Gap Associates, an Alabama general partnership whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as such partners, executed the same voluntarily, for and as the act of said general partnership.

Given under my hand and official seal this 10 day of JUNE, 2014.

_____
Notary Public
My Commission Expires: 3·1·18



Sidney W. Smyer, III

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Sidney W. Smyer, III, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of June, 2014.

Notary Public
My Commission Exp. 3-1-16

Highway 41 Development, Inc.

By: _____

Its: President

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
Jefferson COUNTY)

CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sydney W. Smyer III ,whose name as President of Highway 41 Development, Inc., a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 10 day of June, 2014.

Notary Public
My Commission Exp. 3-1-16

EXHIBIT A

ITE PAINTE

' CAPPED RI

8 S

N ROCK PIL

NG 1/2" RE

20140612000178900 11/18 $65.50
Shelby Cnty Judge of Probate, AL
06/12/2014 03:49:52 PM FILED/CERT

STATE: ALABAMA
COUNTY: SHELBY

I, CHARLES R. HATCHER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

THIS IS A SURVEY FOR 2 TRACTS OF LAND SITUATED IN SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT # 1

BEGIN AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION N 88 29'32" E 2643.22 FT. TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE RUN ALONG THE SOUTH LINE OF SAID QUARTER N 88 21'32" E 84.90 FT. TO THE NORTHERLY RIGHT-OF-WAY (80 FT.) OF SHELBY COUNTY ROAD 41; SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A DELTA OF 05 ~58' 15" AND A RADIUS OF 3047.16 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 317.55 FT. (CHORD BEARING = N 50 28'29" E, CHORD = 317.41 FT.); THENCE LEAVING SAID RIGHT-OF-WAY RUN N 02 20'04" W 294.90 FT.; THENCE RUN N 02 09'27" W 466.01 FT.; THENCE RUN N 02 11'44" W 189.02 FT.; THENCE RUN N 02 19'43" W 420.79 FT.; THENCE RUN N 01 17'23" W 291.89 FT.; THENCE RUN N 89 41'56" W 270.50 FT. TO THE EAST LINE OF THE SOUTHWEST QUARTER; THENCE RUN N 00 16'48" W 791.39 FT. TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE RUN ALONG THE EAST LINE OF SAID QUARTER N 00 05'29" W 873.20 FT.; THENCE RUN S 89 09'50" W 478.88 FT.; THENCE RUN S 56 11'57" W 1400.00 FT.; THENCE RUN S 19 11'24" W 78.43 FT.; THENCE RUN S 34 56'17" W 1697.27 FT. TO THE WEST LINE OF SAID SECTION 13; THENCE RUN ALONG SAID WEST LINE S 00 ~10'44" E 1350.20 FT. TO THE POINT OF BEGINNING.

CONTAINING 182.83 ACRES MORE OR LESS

EXHIBIT B

SHEPHARD GAP LEGAL

The East half of the Southeast Quarter of Section 14, Township 18 South, Range 1 West, situated in Shelby County, Alabama.

EXHIBIT C page 1 of 2

[redacted]

A parcel of land situated in the NW ¼ of Section 13, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of above said Section, Township and Range, said point being the point of beginning; thence S 00 degrees, 16'47" E, a distance of 2499.28 feet; thence N 36 degrees 39' 58" E, a distance of 57.63 feet; thence N 50 degrees 08' 47" E, a distance of 228.78 feet; thence N 48 degrees 54' 15" E, a distance of 368.30 feet; thence N 38 degrees 49' 44" E, a distance of 508.85 feet; thence N 33 degrees 37' 54" E, a distance of 358.48 feet; thence N 30 degrees 53' 43" E, a distance of 451.63 feet; thence N 16 degrees 40' 46" E, a distance of 221.04 feet; thence N 01 degrees 03' 06" W, a distance of 148.32 feet; thence N 07 degrees 57' 06" E, a distance of 159.71 feet; thence N 28 degrees 09' 08" E, a distance of 150.83 feet; thence N 25 degrees 17' 06" E, a distance of 379.39 feet; thence S 89 degrees 11' 41" W, a distance of 1556.85 feet to the point of beginning.

TRACT # 2

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13; TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE WEST LINE OF SAID SECTION N 00 10'44" W 1350.20 FT. TO THE POINT OF BEGINNING; THENCE RUN N 34 56'17" E 1697.27 FT.; THENCE RUN N 19 11'24" E 78.43 FT.; THENCE RUN N 56 11'57" E 1400.00 FT.; THENCE RUN N 00 06'17" W 455.21 FT. TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13; THENCE RUN ALONG SAID LINE S 89 02'22" W 751.28 FT. THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE RUN N 01 41'33" W 976.80 FT., TO THE CREST (HIGH POINT) OF OAK MOUNTAIN; THENCE RUN ALONG A MEANDER LINE ON TOP OF RIDGE THE FOLLOWING COURSES; S 28 12'56" W 150.81 FT.; THENCE RUN S 07 58'59" W 159.73 FT.; THENCE RUN S 00 59'40" E 148.35 FT.; THENCE RUN S 16 45'34" W 221.01 FT.; THENCE RUN S 30 57'54" W 451.67 FT.; THENCE RUN S 33 42'07" W 358.42 FT.; THENCE RUN S 38 54'08" W 508.87 FT.; THENCE RUN S 46 58'54" W 368.34 FT.; THENCE RUN S 50 12'59" W 228.70 FT.; THENCE RUN S 36 46'42" W 57.58 FT. TO THE WEST LINE OF SECTION 13; THENCE RUN ALONG SAID LINE S 00 12'05" E 169.36 FT. TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN ALONG THE WEST LINE OF SAID QUARTER S 00 10'44" E 1317.64 FT. TO THE POINT OF BEGINNING.

CONTAINING 55.41 ACRES MORE OR LESS.

FIELD SURVEY COMPLETED 5/22/2014.

CHARLES R. HATCHER, LS # 26958

ALABAMA LICENSED No. 26958 PROFESSIONAL LAND SURVEYOR CHARLES R. HATCHER

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SEC.14-T18S

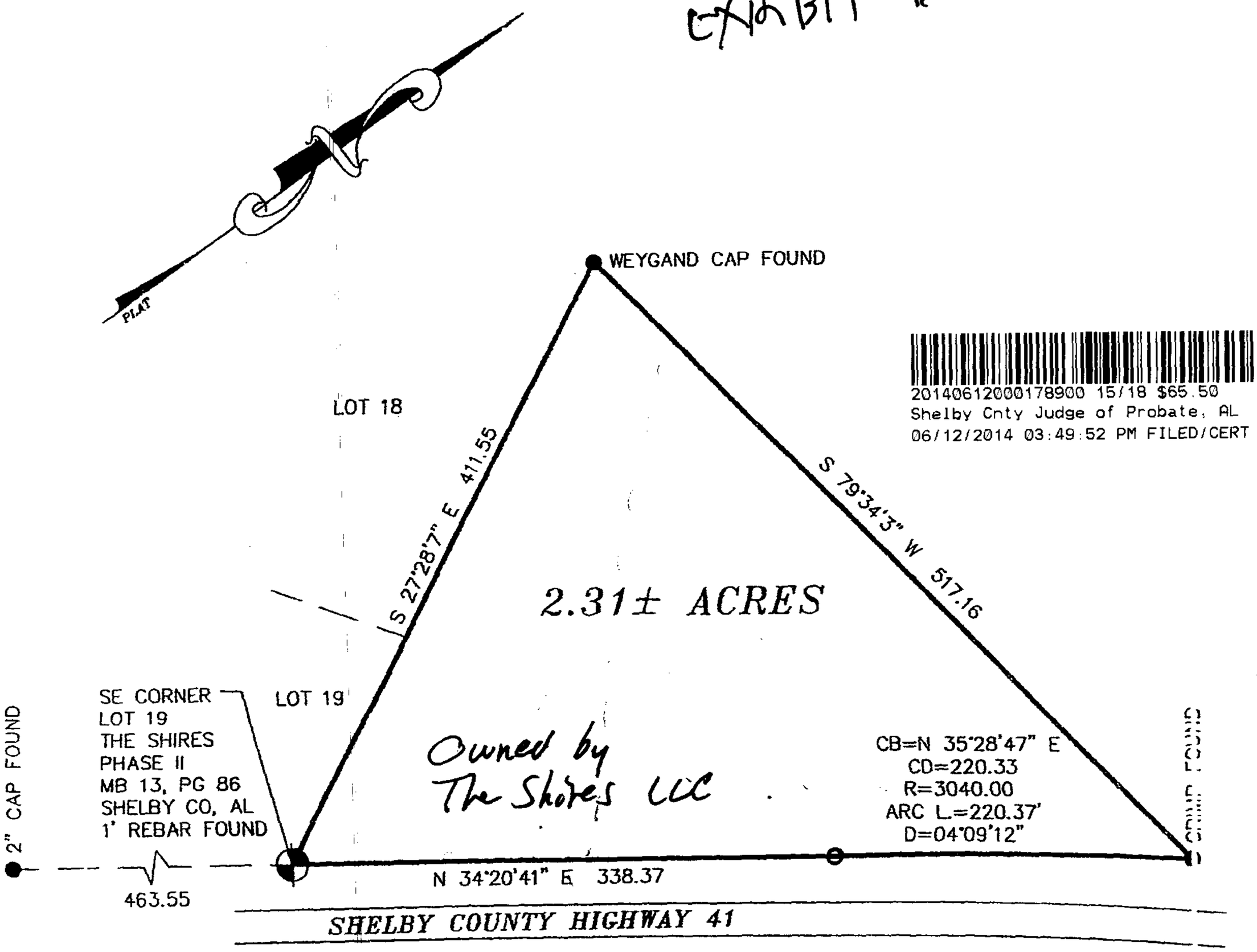
EXHIBIT C
page 2 of 2

TRACT # 1
182.93 ACRES

CAPS SET

N 56 ~11'57" E
1400.00

EXHIBIT D



BOUNDARY SURVEY

STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

BEGIN at the SE Corner of Lot 19 of The Shires, Phase II, as recorded in Map Book 13, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N34°20'41"E, a distance of 338.37' to the beginning of a curve to the right, having a radius of 3040.00, a central angle of 04°09'12", and subtended by a chord which bears N35°28'47"E, and a chord distance of 220.33'; thence along the arc of said curve, a distance of 220.37'; thence S79°34'03"W, a distance of 517.16'; thence S27°28'07"E, a distance of 411.55' to the POINT OF BEGINNING.

Said Parcel containing 2.31 acres, more or less.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0105 D, Zone 'X', dated September 29, 2006 and found that the above described Parcel does not lie in a Flood Hazard Zone.

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

EXHIBIT E

20140612000178900 16/18 $65.50
Shelby Cnty Judge of Probate, AL
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[redacted]

EXISTING
STA. 0 + 78

THIS TRACT ALSO SUBJCT TO A 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION S 88 29'32" W 383.19 FT. TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES; N 35 36'01" W 95.56 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A DELTA OF 82 ~48' 58" AND A RADIUS OF 181.43 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 262.25 FT. (CHORD BEARING = N 77 00'29" W, CHORD = 240.01 FT.); THENCE RUN S 61 35'02" W 96.07 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA 26 ~ 54' 16" AND A RADIUS OF 606.20 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 284.65 FT. (CHORD BEARING = S 75 02'09" W, CHORD = 282.04 FT.); THENCE RUN S 88 29'17" W 663.59 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 45 ~52' 34" AND A RADIUS OF 118.15 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 94.60 FT. (CHORD BEARING = N 68 34'26" W, CHORD = 92.09 FT.); THENCE RUN N 45 38'08" W 118.02 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A DELTA OF 23 ~47' 39" AND A RADIUS OF 403.45 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 167.55 FT. (CHORD BEARING = N 57 31'58" W, CHORD = 166.35 FT.) TO THE POINT OF A REVERSE CURVE TO THE RIGHT HAVING A DELTA OF 22 ~11' 02" AND A RADIUS OF 165.65 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 64.14 FT. (CHORD BEARING = N 58 20'16" W, CHORD = 63.74 FT.) TO THE POINT OF A REVERSE CURVE TO THE LEFT HAVING DELTA OF 47 ~08' 14" AND A RADIUS 136.36 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 112.18 FT. (CHORD BEARING = N 70 48'52" W, CHORD = 109.05 FT.); THENCE RUN S 85 37'01" W 145.67 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 12 ~57' 34" AND A RADIUS OF 836.43 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 189.19 FT. (CHORD BEARING = N 87 54'12" W, CHORD = 188.79 FT.); THENCE RUN N 81 25'25" W 150.60 FT. TO THE WEST LINE OF SECTION 13 AND THE END OF SAID CENTERLINE.

Exhibit "E-1"

STATE: ALABAMA
COUNTY: SHELBY

I, CHARLES R. HATCHER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS IS A SURVEY FOR 2 TRACTS OF LAND SITUATED IN SECTION 13, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT # 1

BEGIN AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION N 88 [illegible] E 2643.22 FT. TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE RUN ALONG THE SOUTH LINE OF SAID QUARTER N 88 [illegible] E [illegible] FT. TO THE NORTHERLY RIGHT-OF-WAY (60 FT.) OF SHELBY COUNTY ROAD 41; SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A DELTA OF [illegible] AND A RADIUS OF 3543.19 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 317.65 FT. (CHORD BEARING = N [illegible] E, CHORD = 317.41 FT.); THENCE LEAVING SAID RIGHT-OF-WAY RUN N 26 26 04 [illegible] 284.96 FT.; THENCE RUN N 62 [illegible] W 456.04 FT.; THENCE RUN N [illegible] W 159.19 FT.; THENCE RUN N [illegible] W [illegible] FT.; THENCE RUN N [illegible] W 204.85 FT.; THENCE RUN N 65 [illegible] W 276.65 FT. TO THE EAST LINE OF THE SOUTHWEST QUARTER; THENCE RUN N 00 [illegible] W 791.35 FT. TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE RUN ALONG THE EAST LINE OF SAID QUARTER N 00 [illegible] W 873.20 FT.; THENCE RUN S 89 [illegible] W 427.55 FT.; THENCE RUN S [illegible] FT.; THENCE RUN S 15 [illegible] W 78.45 FT.; THENCE RUN S [illegible] FT. TO THE WEST LINE OF SAID SECTION 13; THENCE RUN ALONG SAID WEST LINE S 00 [illegible] W 1350.22 FT. TO THE POINT OF BEGINNING.

CONTAINING 182.81 ACRES MORE OR LESS.

THIS TRACT ALSO SUBJECT TO A 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION S 88 [illegible] W 283.15 FT. TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES: N 35 [illegible] W 95.96 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A DELTA OF 82 [illegible] AND A RADIUS OF 181.49 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 260.75 FT. (CHORD BEARING = N 77 [illegible] W, CHORD = 240.01 FT.); THENCE RUN S 37 [illegible] W 90.50 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 25 [illegible] AND A RADIUS OF 506.26 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 244.45 FT. (CHORD BEARING = S 74 [illegible] W, CHORD = 242.04 FT.); THENCE RUN S 88 [illegible] W 685.56 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 45 [illegible] AND A RADIUS OF 115.15 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 94.50 FT. (CHORD BEARING = N 68 [illegible] W, CHORD = 91.95 FT.); THENCE RUN N 45 [illegible] W 216.00 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A DELTA OF [illegible] AND A RADIUS OF 403.45 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 167.85 FT. (CHORD BEARING = N 57 [illegible] W, CHORD = 166.67 FT.) TO THE POINT OF A REVERSE CURVE TO THE RIGHT HAVING A DELTA OF [illegible] AND A RADIUS OF 186.15 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE [illegible] FT. (CHORD BEARING = N 88 [illegible] W, CHORD = 83.74 FT.) TO THE POINT OF A REVERSE CURVE TO THE LEFT HAVING DELTA OF [illegible] AND A RADIUS OF 133.30 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 612.15 FT. (CHORD BEARING = N 70 [illegible] W, CHORD = 169.66 FT.); THENCE RUN N 45 [illegible] W [illegible] FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 18 [illegible] AND A RADIUS OF 1026.43 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 189.18 FT. (CHORD BEARING = N 37 [illegible] W, CHORD = 188.76 FT.); THENCE RUN N 61 [illegible] W 1550.80 FT. TO THE WEST LINE OF SECTION 13 AND END OF SAID CENTERLINE.

TRACT # 2

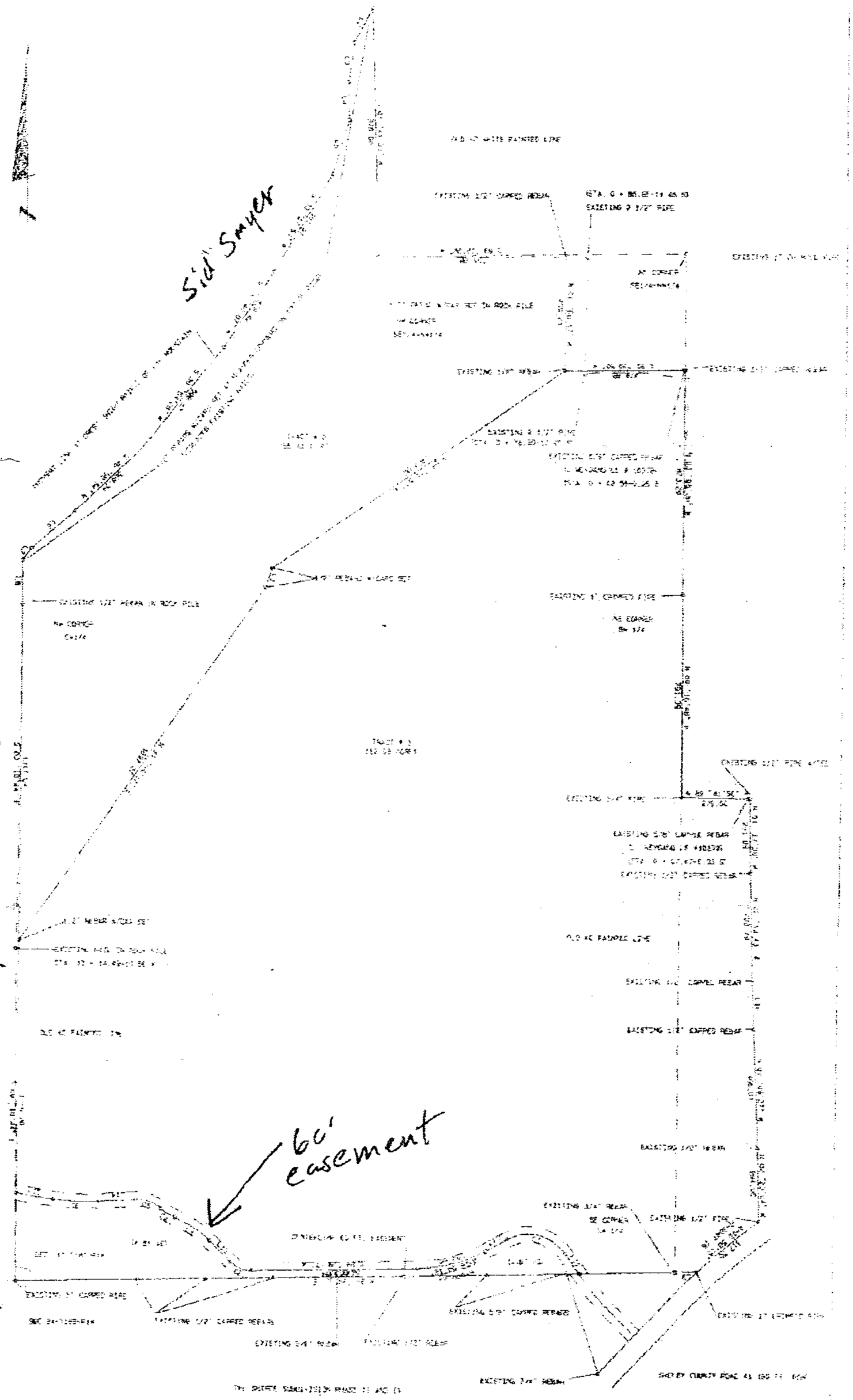
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN ALONG THE WEST LINE OF SAID SECTION N 00 [illegible] W 1350.20 FT. TO THE POINT OF BEGINNING; THENCE RUN N 34 [illegible] E [illegible] FT.; THENCE RUN N 35 [illegible] E 78.40 FT.; THENCE RUN N 55 [illegible] W 1400.32 FT.; THENCE RUN N 86 [illegible] W 465.01 FT. TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13; THENCE RUN ALONG SAID LINE S 88 [illegible] W 772.26 FT.; THENCE RUN S [illegible] W [illegible] FT. TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE RUN N 00 [illegible] W 970.80 FT. TO THE WEST SHORE POINTS OF OAK MOUNTAIN; THENCE RUN ALONG A MEANDER LINE ON TOP OF RIDGE THE FOLLOWING COURSES: S 23 [illegible] W 251.61 FT.; THENCE RUN S 17 [illegible] W 156.73 FT.; THENCE RUN S 00 [illegible] E 142.05 FT.; THENCE RUN S 56 [illegible] W 721.01 FT.; THENCE RUN S 35 [illegible] W 451.07 FT.; THENCE RUN S 25 [illegible] W 368.40 FT.; THENCE RUN S 38 [illegible] W 530.27 FT.; THENCE RUN S 45 [illegible] W [illegible] FT.; THENCE RUN S 50 [illegible] W 205.70 FT.; THENCE RUN S 35 [illegible] W 57.66 FT. TO THE WEST LINE OF SECTION 13; THENCE RUN ALONG SAID LINE S 00 [illegible] E [illegible] FT. TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN ALONG THE WEST LINE OF SAID QUARTER S 00 [illegible] E 1327.66 FT. TO THE POINT OF BEGINNING.

CONTAINING 59.41 ACRES MORE OR LESS.

FIELD SURVEY COMPLETED 5/22/2014.

CHARLES R. HATCHER
LICENSE NO. 20859

PROPERTY OF SHEPHERD GAP ASSOCIATES



PROPERTY OF SHEPHERD GAP ASSOCIATES
182.81 ACRES AND TRACT # 2 [illegible]
SECTION 13, TOWNSHIP 19 S, RANGE 1 W
SHELBY COUNTY, ALABAMA

CHARLES R. HATCHER, P.L.S.
1821 OLIVER STREET
LEEDS, ALABAMA 35094
(205) 699-7081
(205) 913-1327

SCALE: 1" = 200'
DATE: MAY 22, 2014
BOUNDARY SURVEY
FIELD BOOK 5

20140612000178900 17/18 $65.50
Shelby Cnty Judge of Probate, AL
06/12/2014 03:49:52 PM FILED/CERT

EXHIBIT F

[redacted]

A 60 foot non-exclusive easement north of the following described easement and ending at the south boundary of the Road. The following described easement is 60 foot underground utility easement on the east side of Lot 11, The Shires IV, Map Book 42, Page 126 Probate Office of Shelby County, Alabama.