


WHEN RECORDED RETURN TO:

Melinda E. Sellers, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203


20151228000440510 1/7 \$34.00
Shelby Cnty Judge of Probate, AL
12/28/2015 03:54:01 PM FILED/CERT

(ABOVE SPACE FOR RECORDER'S USE)

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT is executed to be effective as of the 23rd day of December, 2015 by, IRA Innovations LLC fbo Brett Winford, an Alabama limited liability company, IRA Innovations LLC fbo David Jones, an Alabama limited liability company, (collectively, "Winford"), RM Properties, LLC, an Alabama limited liability company ("RM"), and Creekwater Development, LLC, an Alabama limited liability company ("Creekwater").

W I T N E S S E T H:

WHEREAS, RM was the "Developer" of Creekwater Subdivision (the "Subdivision") as defined in that certain Declaration of Protective Covenants for Creekwater, recorded in the Office of the Judge of Probate of Shelby County, Alabama ("Probate Office") on July 24, 2007 as Instrument No. 20070724000345110, the Declaration of Protective Covenants For Creekwater Phase 2A, recorded in the Probate Office as Instrument Number 20081104000426080, and the Declaration of Protective Covenants For Creekwater Phase 2B recorded in the Probate Office as Instrument Number 20110627000186650 (collectively, the "Declaration");

WHEREAS, Winford created the Creekwater Home Owners Association; and

WHEREAS, RM and Winford desire to assign and quit-claim all and any of their respective rights, powers, obligations and reservations as the Developer or otherwise under the Declaration, including all development rights reserved therein (the "Developer Rights") to Creekwater and Creekwater desires to accept such assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Creekwater, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

1. Pursuant to Article VII, Section 7.07 of the Declaration, Winford and RM do hereby transfer and assign to Creekwater all of the Developer Rights contained in the Declaration to Creekwater. By its execution hereof, Creekwater hereby accepts such Developer Rights effective December __, 2015.

3. The intent of this Assignment is to transfer any and all of Winford and RM's right, title, and interest in and to any Developer Rights with respect to the Subdivision to Creekwater and Winford and RM agree that upon the execution of this Assignment, neither Winford or RM shall own any right, title, or interest in or to any Developer Rights with respect to the Subdivision.

4. Winford covenants, represents and warrants as follows:

(a) Winford has the full power and authority to execute and deliver this Assignment and to perform its obligations hereunder;

(b) This Assignment constitutes the valid and legally binding obligation of Winford enforceable in accordance with its terms and conditions; and

(c) Winford has no knowledge of any restrictions on transfer and has made no prior assignment of the Developer Rights.

5. RM covenants, represents and warrants as follows:

(a) RM has the full power and authority to execute and deliver this Assignment and to perform its obligations hereunder;

(b) This Assignment constitutes the valid and legally binding obligation of RM enforceable in accordance with its terms and conditions; and

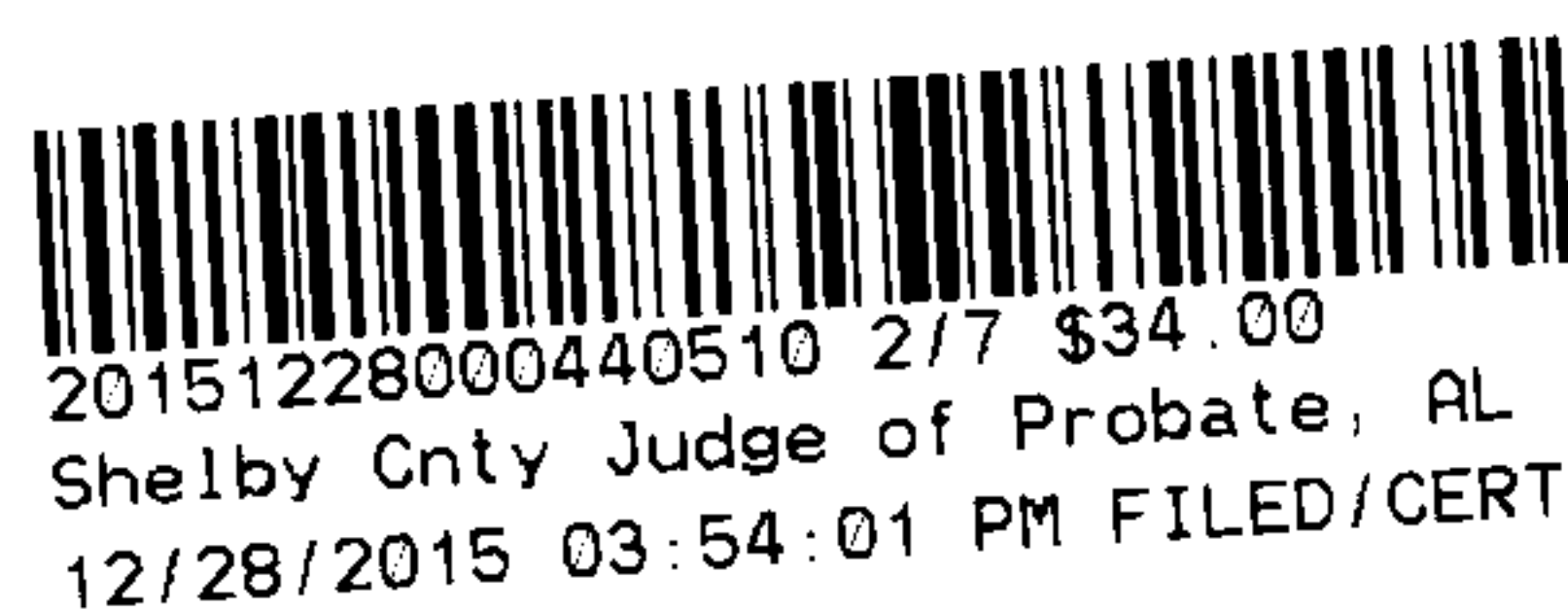
(c) RM has no knowledge of any restrictions on transfer and has made no prior assignment of the Developer Rights.

5. Creekwater covenants, represents and warrants that it has the full power and authority to execute and accept this Assignment.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]



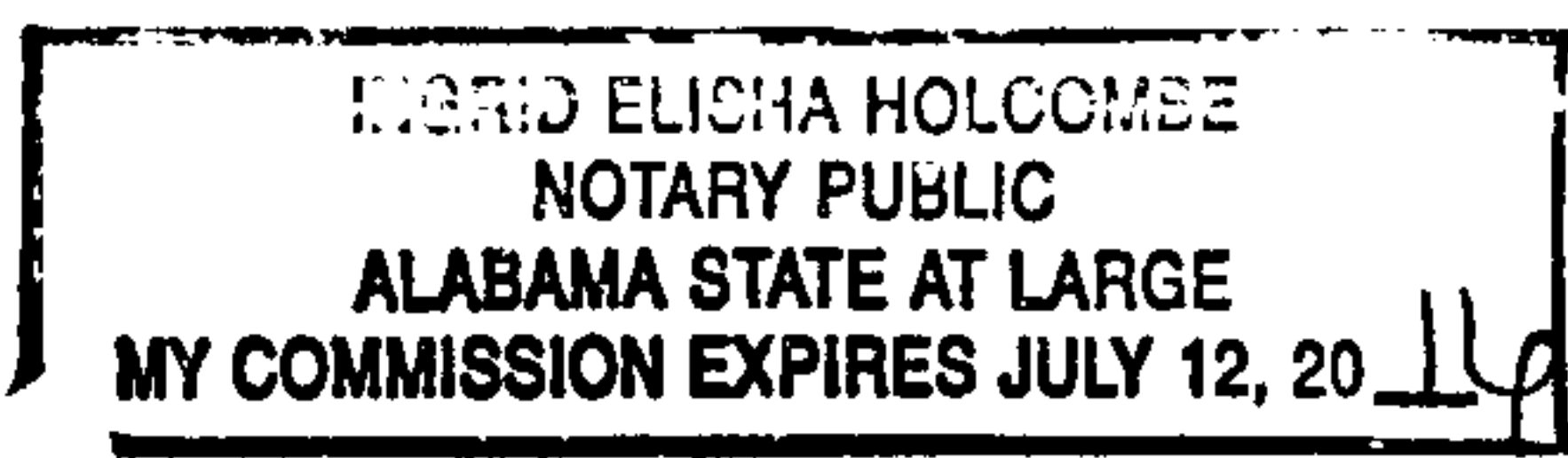
**IRA INNOVATIONS LLC FOR THE
BENEFIT OF DAVID JONES,IRA an
Alabama limited liability company**

By: [Signature]
Print Name: William P. Gules
Its: Authorized Representation

STATE OF Alabama)
COUNTY OF Shelby)

I, Erin Holcombe, a Notary Public in and for said County in said State, hereby certify that William P. Gules, whose name as Authorized Representative of IRA Innovations LLC for the benefit of David Jones, IRA an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company in such capacity.

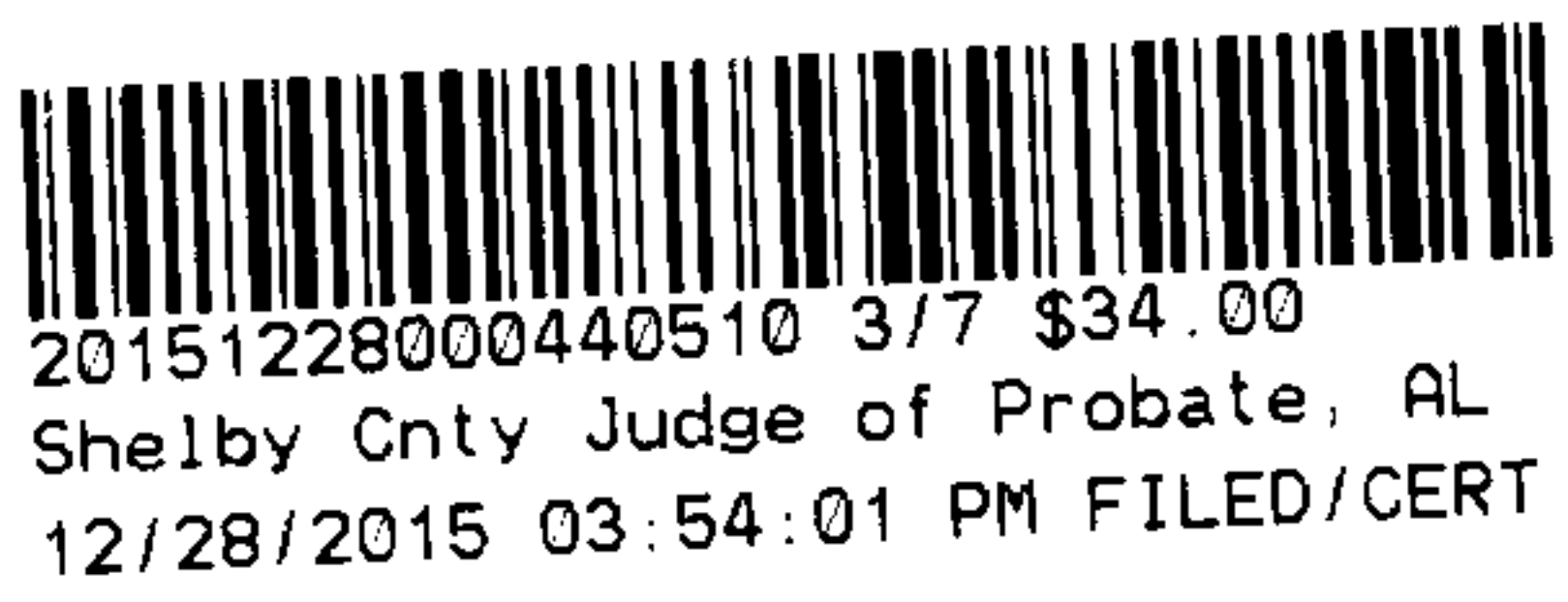
Given under my hand and seal, this 28 day of December, 2015.



[Signature]
NOTARY PUBLIC

[SEAL]

My Commission Expires: _____



IN WITNESS WHEREOF, the parties have executed and delivered this instrument to be effective as of the day and year set forth above.

**IRA INNOVATIONS LLC FOR THE
BENEFIT OF BRETT WINFORD,IRA**
an Alabama limited liability company

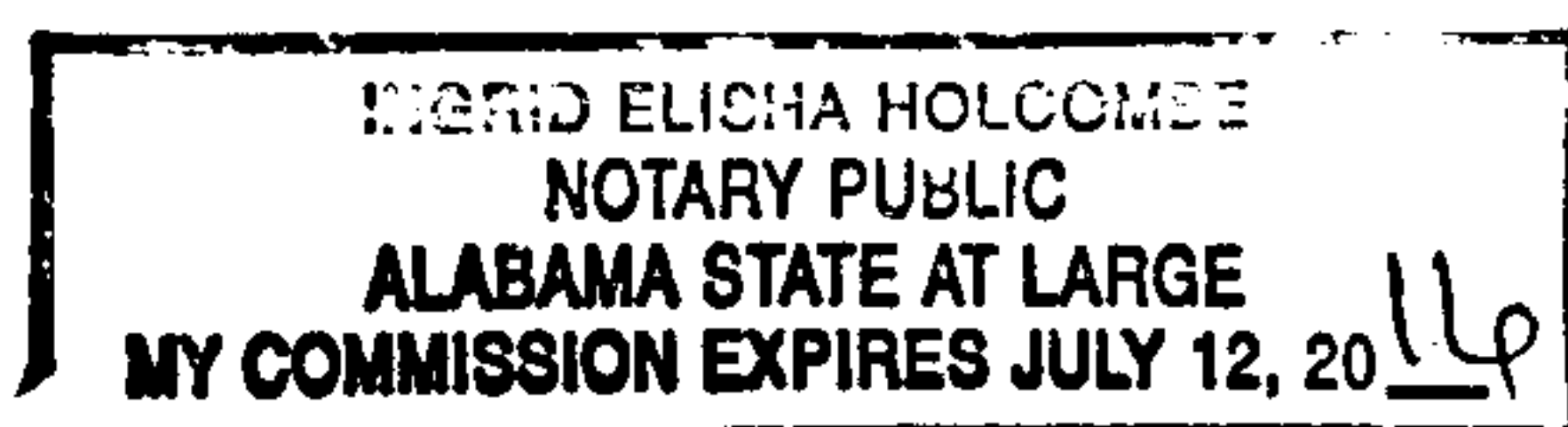
By: [Signature]
Print Name: William F. Gulas
Its: Authorized Representative

STATE OF Alabama)

COUNTY OF Shelby)

I, Ingrid Elin Holcombe a Notary Public in and for said County in said State, hereby certify that William F. Gulas, whose name as Authorized Representative IRA Innovations LLC for the benefit of Brett Winford,IRA an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company in such capacity.


Given under my hand and seal, this 28 day of December 2015.



[Signature]
NOTARY PUBLIC

[SEAL]

My Commission Expires: _____


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RM PROPERTIES, LLC,
an Alabama limited liability company

By: RONNIE MORTON
Name: Ronnie Morton
Its: Manager

STATE OF Alabama)
COUNTY OF Shelby)

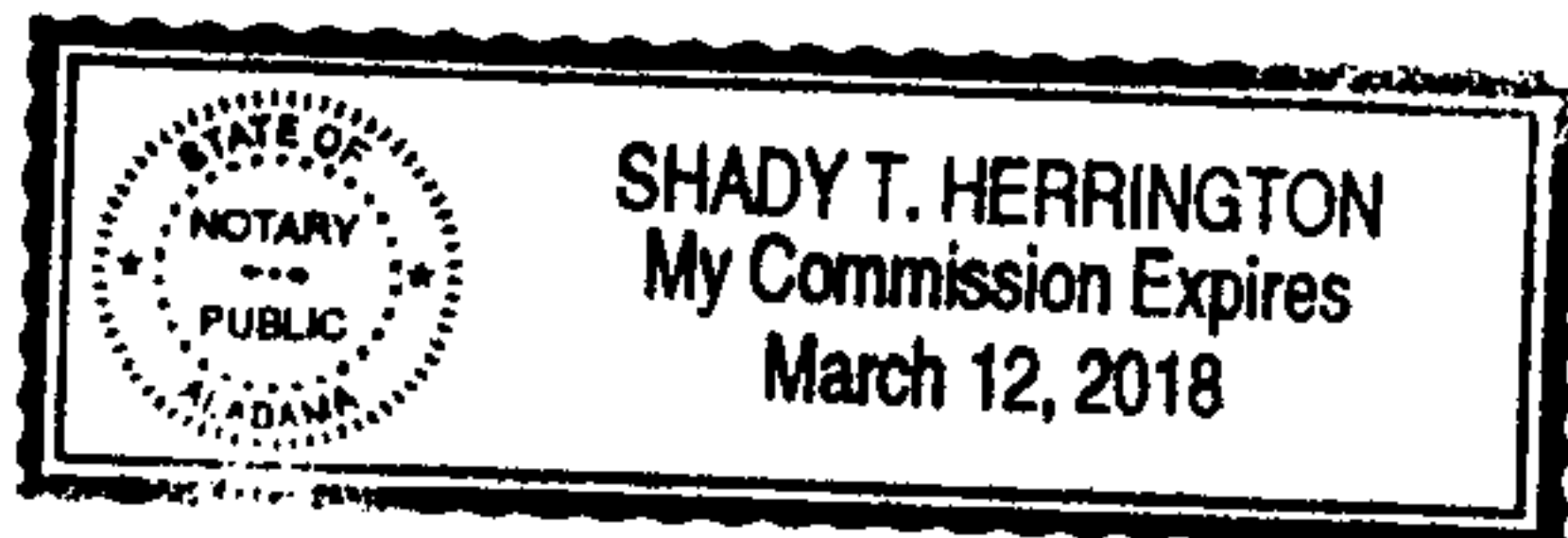
I, Shady T. Herrington, a Notary Public in and for said County in said State, hereby certify that Ronnie Morton, whose name as Manager of RM Properties, LLC, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 23rd day of December, 2015.

Shady T. Herrington
NOTARY PUBLIC

[SEAL]

My Commission Expires: March 12, 2018



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**CREEKWATER DEVELOPMENT,
LLC, an Alabama limited liability company**

By: [Signature]
Name: J.R. Adams
Its: Member.

STATE OF Alabama)

COUNTY OF Shelby)

I, Shady T. Herrington, a Notary Public in and for said County in said State, hereby certify that J.R. ADAMS, whose name as J.R. Adams of Creekwater Development, LLC, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 28th day of December, 2015.

[Signature]
NOTARY PUBLIC

[SEAL]



My Commission Expires: March 12, 2018

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EXHIBIT "A"

Legal Description

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26 and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 4 West, of the Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at a 3" capped pipe being the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 4 West; thence S $0^{\circ}13'14''$ E along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1,118.09 feet to a rebar capped Paragon; thence N $89^{\circ}27'21''$ E, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line for a distance of 506.31 feet to a point, said point lying on the proposed boundary line of Creekwater Subdivision Phase IIIA and the POINT OF BEGINNING; thence S $40^{\circ}29'10''$ E, along the boundary of said proposed subdivision for a distance of 375.60 feet to a point; thence S $48^{\circ}36'34''$ W for a distance of 29.92 feet to a point; thence S $40^{\circ}29'10''$ E for a distance of 227.25 feet to a point; thence S $47^{\circ}33'15''$ W a distance of 130.08 feet to a point; thence S $45^{\circ}49'19''$ W for a distance of 130.27 feet to a point; thence S $39^{\circ}29'34''$ W for a distance of 142.17 feet to a point; thence N $40^{\circ}29'10''$ W for a distance of 127.31 feet to a point on the proposed eastern right of way of Highway 277; thence N $69^{\circ}15'49''$ W for a distance of 50.00 feet to a point on the proposed western right of way of Highway 277; thence S $20^{\circ}44'11''$ W, along said right of way, for a distance of 58.48 feet to a point located on a curve to the right, said curve having a radius of 575.00 feet, the chord of which bears S $22^{\circ}47'57''$ W for a distance of 41.39 feet; thence along said arc for a distance of 41.40 feet to a point; thence S $24^{\circ}51'44''$ W for a distance of 57.99 feet to a point on a curve to the left, said curve having a radius of 275.00 feet, the chord of which bears S $7^{\circ}39'11''$ E for a distance of 295.64 feet; thence along the arc of said curve for a distance of 312.12 feet to a point of reverse curve to the right, said curve having a radius of 225.00 feet, the chord of which bears S $5^{\circ}43'42''$ E for a distance of 254.49 feet; thence along said arc and proposed right of way for a distance or 270.49 feet to a point; thence S $61^{\circ}17'19''$ E, leaving proposed western right of way of highway 277 for a distance of 50.00 feet to a point lying on the proposed eastern right of way of Highway 277, said point lying on a curve to the left having a radius of 275.00 feet, the chord of which bears N $19^{\circ}21'03''$ E for a distance of 89.46 feet; thence along said arc and proposed eastern right of way for a distance of 89.86 feet to a point; thence N $67^{\circ}14'31''$ E, leaving proposed eastern right of way and along the boundary of Proposed Creekwater Subdivision Phase IIIA for a distance of 677.47 feet more or less to the centerline of Hurricane Creek; thence northeasterly along the meanders of Hurricane Creek for a distance of 1,314 feet more or less to a point lying on the centerline of Hurricane Creek, the chord of said meanders bears N $50^{\circ}18'01''$ E for a distance of 1,107.24 feet; thence Northwesterly continuing along the meanders of Hurricane Creek for a distance of 415 feet more or less to a point on the centerline of Hurricane Creek; the chord of said meanders bears N $34^{\circ}38'50''$ W for a distance of 396.80 feet; thence S $89^{\circ}25'52''$ W, leaving Hurricane Creek, for a distance of 458.18 feet to a rebar capped Paragon; thence S $89^{\circ}27'21''$ W for a distance of 829.77 feet and the POINT OF BEGINNING.

The above described parcel contains 27.4 Ac. \pm


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