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UCC1 1/15

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lucas B. Gambino (205-254-1219)				
B. E-MAIL CONTACT AT FILER (optional) lgambino@maynardcooper.com				
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)				
┌ Lucas B. Gambino, Esq. Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 Regions Harbert Plaza Birmingham, Alabama 35203 └				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BLACKRIDGE PARTNERS, LLC				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3545 Market Street		CITY Birmingham	STATE AL	POSTAL CODE 35226
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME – (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME USAMERIBANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1100 Corporate Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35242
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule I and Schedule II and Exhibit A attached hereto and made a part hereof.

5. Check only If applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
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7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA
(a) TO BE FILED WITH: Probate Office of Shelby County, Alabama; (b) MCG File #8752-17

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a OR 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME BLACKRIDGE PARTNERS, LLC
	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIALS(S)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME
	10b. INDIVIDUAL'S SURNAME
	INDIVIDUAL'S FIRST PERSONAL NAME
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ☐ ADDITIONAL SECURED PARTY'S OR ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

SCHEDULE I
TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, air rights, oil rights, gas rights, mineral rights and all other rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "Land");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery, equipment and other goods, which in each case have become so related to the Land that an interest in them arises under real property law, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, appurtenant to, located in or used in connection with those buildings, structures or other improvements (the "Improvements");

(c) All of the Mortgagor's right, title and interest in and to all agreements, plans, franchises, management agreements, approvals (whether issued by a governmental authority or otherwise) and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy or ownership of the Improvements, if any, whether now existing or hereafter arising (the "Development Documents"), including all (i) plans, specifications and other design work for buildings and utilities, (ii) architect's agreements and construction contracts and warranties, (iii) environmental reports, surveys and other engineering work product, (iv) permits and licenses and (v) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land, and the Mortgagor further covenants and agrees to execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain or continue any grant or assignment of rights in the Development Documents;

(d) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the "Rents") including the Rents arising or issuing from all leases (including, without limitation, oil and gas leases), licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "Leases"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist, and provided further that such license to collect Rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Mortgagee. The Mortgagor will

execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC (as defined below). Without limiting any of the other provisions of this Mortgage, the Mortgagor, as debtor (as defined in the UCC), expressly grants unto the Mortgagee, as secured party, a security interest in all personal property of the Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Mortgagor now or hereafter in the Mortgagee's possession or in transit to or from, or under the custody or control of, the Mortgagee or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

As used in this Schedule I, **Mortgagor** means the debtor described in this financing statement and **Mortgagee** means the secured party described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Mortgagor is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**SCHEDULE II
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

All of the Assignor's right, title and interest in and to the Leases, all of the rents, additional rents, charges, issues, profits and other payments for the use or occupancy of the Premises (including rooms and other public facilities in hotels, motels or other lodging properties) payable under the Leases (which are now in existence or which may hereafter be executed during the term hereof) and all cash or other property deposited by tenants to secure performance of their obligations under the Leases, including, without limitation, the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided, and Assignor hereby appoints Bank as its agent and attorney-in-fact to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Assignor, which appointment is irrevocable and coupled with an interest, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Lease all from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof, and in all cases both before and after the commencement by or against the Assignor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law.

As used in this Schedule II, the following terms are defined as follows:

- (a) **Assignor** means the debtor described in this financing statement.
- (b) **Bank** means the secured party described in this financing statement.
- (c) **Leases** means all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments, as the same may be amended, modified, extended or renewed from time to time, of all or a portion of the Premises.
- (d) **Premises** means the certain premises described in Exhibit A attached hereto.

EXHIBIT A

(Land Description)

Parcel A (referenced as Parcel III on survey):

Part of the South 1/2 of SW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of Section 5, Township 20 South, Range 3 West; thence run in an Easterly direction along the South line of the Southwest 1/4 of said Section 5 for a distance of 128.27 feet to a set WSE iron (CA#003) at the POINT OF BEGINNING, said point being on the Southeast Right-of-Way line of a CSX Railroad; thence continue along the last stated course for a distance of 2522.62 feet to a found 3" capped pipe at the Southeast corner of said Southwest 1/4; thence turn an angle to the left of 91°59'07" and run in a Northerly direction along the East line of said Southwest 1/4 for a distance of 1321.47 feet to a found 3" capped pipe at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence turn an angle to the left of 87°59'34" and run in a Westerly direction along the North line of the South 1/2 of the Southwest 1/4 of said Section 5 for a distance of 1724.34 feet to a found Paragon iron on the Southeast right-of-way line of said CSX Railroad; thence turn an angle to the left of 61°11'52" and run in a Southwesterly direction along said right-of-way line for a distance of 1394.66 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 2815.00 feet and a central angle of 1°55'12"; thence in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 94.33 feet to a point; thence turn an angle to the right of 90°0'0" (Angle Measured from Tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 25.00 feet to a point, said point being on a curve to the left having a radius of 2840.00 feet and a central angle of 0°37'06"; thence turn an angle to the left of 90°0'0" (Angle Measured to Tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 30.65 feet to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Said parcel containing 64.027 acres, more or less.

Parcel B (referenced as Parcel IV on survey):

A parcel of land situated in the SE 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 (being a set WSE iron – CA#003) of Section 5, Township 20 South, Range 3 West; thence West along the South line of said SW 1/4 of the SE 1/4 a distance of 1324.29 feet to a found 3" capped pipe, being the Southwest corner of said SW 1/4 of the SE 1/4; thence $88^{\circ}03'53''$ to the right in a Northerly direction along the West line of said SW 1/4 of the SE 1/4 a distance of 1321.50 feet to a found 3" capped pipe, being the Northwest corner of said SW 1/4 of the SE 1/4; thence $91^{\circ}52'26''$ to the right in an Easterly direction along the North line of said SW 1/4 of the SE 1/4 a distance of 367.03 feet to a found capped rebar; thence $60^{\circ}49'54''$ to the left in a Northeasterly direction a distance of 577.29 feet to a found capped rebar; thence $2^{\circ}05'18''$ to the right in a Northeasterly direction a distance of 469.04 feet to a found capped rebar; thence $3^{\circ}11'20''$ to the left in a Northeasterly direction a distance of 268.34 feet to a found capped rebar; thence $27^{\circ}27'54''$ to the right in a Northeasterly direction a distance of 316.41 feet to a found capped rebar, being the Northeast corner of the NW 1/4 of the SE 1/4; thence $34^{\circ}32'36''$ to the right in an Easterly direction along the North line of the NE 1/4 of the SE 1/4 a distance of 267.09 feet to a set WSE iron (CA#003) on the Southwesterly Right-of-Way line of CSX Railroad; thence $43^{\circ}55'51''$ to the right in a Southeasterly direction along said Right-of-Way line a distance of 166.77 feet to a point that is 82.00 feet Southwesterly of the T.S. (Tangent to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21468+30 (stations listed hereon are from the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541); thence $0^{\circ}19'39''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.C. (Spiral to Curve) of a curve to the right having a radius of 2782.79 feet and a central angle of $19^{\circ}38'34''$ at station 21469+29; thence $0^{\circ}39'45''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the arc of said curve, being the Southwesterly Right-of-Way line of said CSX Railroad a distance of 954.02 feet to a point that is 82.00 feet Southwesterly of the C.S. (Curve to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21479+09; thence $0^{\circ}39'45''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.T. (Spiral to Tangent) at station 21480+08; thence $0^{\circ}19'39''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad a distance of 300.58 feet to set WSE iron (CA#003) being on the South line of the NE 1/4 of the SE 1/4 of said Section 5; thence $114^{\circ}28'04''$ to the right in a Westerly direction (leaving said Right-of-Way line) along the South line of the NE 1/4 of the SE 1/4 a distance of 1125.07 feet to a found 3" capped pipe, being the Southwest corner of the NE 1/4 of the SE 1/4; thence $92^{\circ}02'57''$ to the left in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 a distance of 1322.98 feet to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Containing 80.200 acres.

Parcel C (referenced as Parcel V on survey):

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being a 3" capped pipe rusted off at ground level; thence in a Northerly direction along the Westerly line of said Section a distance of 517.96 feet to a set WSE iron (CA#003) at the intersection of said Section line and the Southwesterly line of a CSX Railroad Right-of-Way, said point being 200 feet from the centerline of the south bound main line referenced in Deed Book 34, Page 491 and shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $157^{\circ}32'29''$ to the right in a Southeasterly direction along said Right-of-Way line, parallel to and 200 feet from the centerline of said south bound main line a distance of 364.83 feet to a set WSE iron (CA#003); thence $90^{\circ}00'00''$ left in a Northeasterly direction along said Right-of-Way line a distance of 166.43 feet to a point on a curve to the left having a radius of 5804.65 feet and a central angle of $2^{\circ}51'45''$, said curve being 75.00 feet from and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $86^{\circ}27'55''$ to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 290.00 feet to the intersection of said Right-of-Way line and the South line of said Section 4; thence $120^{\circ}36'02''$ to the right (angle measured to tangent) in a Westerly direction (leaving said Right-of-Way) along the South line of said Section 4 a distance of 426.96 feet to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Containing 2.279 Acres.

Parcel D (referenced as Parcel VI on survey):

A parcel of land situated in the East ½ of the NE ¼ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama lying East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northeast corner of Section 7, Township 20 South, Range 3 West (3" capped pipe); thence run in a Southerly direction along the East line of said Section for a distance of 289.40 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1893.46 feet to the point of intersection of said Section line and said Easterly right-of-way line of a CSX Railroad, said point being in a curve to the right having a radius of 1057.89 feet and a central angle of 47°18'04", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the right of 140°08'25" (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 873.35 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1720.46 feet and a central angle of 2°04'15", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of 90°0'0" (angle measured from tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 50.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1770.46 feet and a central angle of 5°19'53", said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of 90°0'0" (angle measured to tangent) and run in a Northeasterly direction along the arc of said curve and along said right-of-way line a distance of 164.74 feet; thence run in a Northeasterly direction tangent from said curve and along said right-of-way line for a distance of 564.47 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2950.00 feet and a central angle of 6°10'09", said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 317.64 feet to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Said parcel containing 7.211 acres, more or less.

Parcel E (referenced as Parcel VII on survey):

All that portion of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama, lying North and West of the Southerly and Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 8, Township 20 South, Range 3 West (3" capped pipe) and run in an Easterly direction along the South line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and the Easterly bank of the Cahaba River; thence turning an angle to the left and meandering in a Northeasterly, Northwesterly, Northeasterly, Southeasterly, Southwesterly, and Southeasterly direction along the Easterly, Southerly, Westerly, and Southerly bank of said Cahaba River, run for a distance of 6997 feet (more or less) to the point of intersection of said Southerly bank and the East line of said Section 8; thence leaving the previously described course, run in a Northerly direction along said East line of Section 8 for a distance of 3962 feet (more or less) to the Northeast corner of said Section 8 (3" capped pipe); thence turn an angle to the left of 88°02'18" and run in a Westerly direction along the North line of said Section 8 for a distance of 2648.58 feet to the Northwest corner of the Northeast ¼ of said Section 8 (3" capped pipe); thence turn an angle to the right of 0°3'26" and run in a Westerly direction along said North line of said Section for a distance of 2522.62 feet to the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad, said point being in a curve to the left having a radius of 2950.00 feet and a central angle of 6°06'39", said curve being 25.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the left of 63°53'14" (angle measured to tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 314.63 feet to the point of intersection of said Easterly right-of-way line and the West line of said Section 8; thence leaving the previously described course, turn an angle to the left of 21°0'46" (angle measured from tangent) and run in a Southerly direction along said West line of said Section 8 for a distance of 1893.46 feet to the point of intersection of said Easterly right-of-way line of a CSX Railroad and said West line of Section 8, said point being in a curve to the left having a radius of 1057.89 feet and a central angle of 2°43'17", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence leaving the previously described course, turn an angle to the left of 39°51'35" (angle measured to tangent) and run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 50.25 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1720.47 feet and a central angle of 7°24'07", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 222.27 feet; thence continue tangent from said curve and run in a Southeasterly direction along said right-of-way line for a distance of 191.76 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7010.12 feet and a central angle of 1°55'12", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1535.40 feet and a central angle of 63°24'22", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 1699.14 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7009.76 feet and a central angle of 1°55'12", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet; thence continue tangent from said curve and run in a Southwesterly direction along said

right-of-way line for a distance of 235.91 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 2591.53 feet and a central angle of $5^{\circ}04'51''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 229.82 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1051.00 feet and a central angle of $19^{\circ}52'22''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 364.53 feet to the POINT OF BEGINNING.

Said parcel is subject to Elvira Road (Shelby County Highway #269) prescriptive road and right-of-way.

LESS and EXCEPT any Rights-of-Way which may exist.

Said parcel containing 467.9 acres, more or less.

Parcel F (referenced as Parcel VIII on survey):

A portion of the West 1/2 of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 9, Township 20 South, Range 3 West (3" capped pipe); thence in an Easterly direction along the North line of said Section a distance of 379.14 feet to the intersection of said Section line and the West line of a CSX Railroad Right-of-Way; thence in a Southerly direction along said Right-of-Way line a distance of 3,973 feet (more or less) to the intersection of said Right-of-Way line and the South bank of the Cahaba River; thence in a Westerly direction along the South bank of said Cahaba River a distance of 1475 feet (more or less) to the intersection of said South bank and the West line of said Section 9; thence in a Northerly direction along the West line of said Section a distance of 3962 feet (more or less) to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Said parcel containing 68.2 acres, more or less.

Parcel G (referenced as Parcel X on survey):

A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama, lying West of the Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northwest corner of Section 17, Township 20 South, Range 3 West (3" capped pipe); thence run in an Easterly direction along the North line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and said Easterly bank of the Cahaba River; thence turning an angle to the right and meandering in a Southwesterly direction along said Easterly bank of the Cahaba River, run for a distance of 1340 feet (more or less) to the point of intersection of said Easterly bank and said Easterly right-of-way line of a CSX Railroad; thence leaving the previously described course, run in a Northwesterly direction along said Easterly right-of-way line for a distance of 477 feet (more or less); thence turn an angle to the left of $90^{\circ}0'0''$ and run in a Southwesterly direction along said Easterly right-of-way line for a distance of 25.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2591.53 feet and a central angle of $5^{\circ}04'51''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence turn an angle to the right of $90^{\circ}0'0''$ (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 229.81 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1051.00 feet and a central angle of $42^{\circ}30'04''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 779.62 feet to the POINT OF BEGINNING.

LESS and EXCEPT any Rights-of-Way which may exist.

Said parcel containing 22.6 acres, more or less.

The above Parcels A through G contain a total of 712.4 acres, more or less, including the area of the Elvira Road (Shelby County Highway #269) prescriptive right-of-way.

Parcel H:Road Right-of-Way (appurtenant)

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, the Northeast $\frac{1}{4}$ of the of the Southeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 19, Township 20 South, Range 3 West (3" capped pipe) and run West along the North line of said section for a distance of 3123.22 feet; thence turn an angle to the left of $90^{\circ}0'0''$ and leaving said section line, run in a Southerly direction for a distance of 457.70 feet to a point on the Easterly right-of-way of Shelby County 52, said point being the POINT OF BEGINNING of a 60 foot wide road right-of-way lying 30 feet on both sides of and parallel to the following described centerline; thence run in a Northeasterly direction for a distance of 144.18 feet to the P.C. (Point of Curvature) of a curve to the right having a central angle of $27^{\circ}55'53''$ and a radius of 140.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 68.25 feet to the P.T. (Point of Tangency) of said curve; thence run in a Northeasterly direction for a distance of 83.61 feet to the P.C. of a curve to the left having a central angle of $50^{\circ}12'38''$ and a radius of 150.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 131.45 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 93.32 feet to the P.C. of a curve to the left of having a central angle of $4^{\circ}28'0''$ and a radius of 750.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 58.47 feet to the P.T. of said curve; thence run in a Northeasterly direction crossing the South line of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, at a point 2671.19 feet to the West of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 18 (3" capped pipe), for a distance of 379.49 feet to the P.C. of a curve to the right having a central angle of $63^{\circ}37'46''$ and a radius of 220.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 244.32 feet to the P.T. of said curve; thence run in an Easterly direction for a distance of 388.08 feet to the P.C. of a curve to the left having a central angle of $44^{\circ}39'01''$ and a radius of 650.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 506.54 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 199.48 feet to the P.C. of a curve to the right having a central angle of $12^{\circ}13'06''$ and a radius of 700.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 149.28 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 163.52 feet to the P.C. of a curve to the left having a central angle of $68^{\circ}23'43''$ and a radius of 275.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 328.27 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 141.97 feet to the P.C. of a curve to the right having a central angle of $21^{\circ}14'06''$ and a radius of 300.00; thence run in a Northeasterly direction along the arc of said curve for a distance of 111.19 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 128.97 feet to the P.C. of a curve to the right having a central angle of $49^{\circ}48'45''$ and radius of 400.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 347.76 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 275.41 feet to the P.C. of a curve to the right having a central angle of $5^{\circ}55'12''$ and radius of 1400.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 144.65 feet to the P.R.C. (Point of Reverse Curvature) of a curve to the left having a central angle of $20^{\circ}55'10''$ and a radius of 925.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 337.73 feet to the P.C.C. (Point of Compound Curvature) of a curve to the left having a central angle of $91^{\circ}26'22''$ and a radius of 525.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 837.86 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 404.68 feet

to the P.C. of a curve to the right having a central angle of $87^{\circ}07'06''$ and a radius of 900.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 1368.45 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 403.99 feet to the P.C. of a curve to the right having a central angle of $26^{\circ}30'42''$ and a radius of 975.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 451.15 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 110.65 feet to the P.C. of a curve to the left having a central angle of $13^{\circ}42'44''$ and a radius of 750.00 feet; thence run in a Northeasterly direction along the arc of said curve and crossing the North line of said Section 18 at a point 183.52 feet to the West of the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 18 (3" capped pipe) for a distance of 179.49 feet to the P.T. of said curve; thence run in a Northeasterly direction crossing the East line of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama, at a point 134.28 feet to the North of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 7 (3" capped pipe), for a distance of 271.59 feet to the P.C. of a curve to the right having a central angle of $26^{\circ}18'46''$ and a radius of 425.00 feet; thence run along the arc of said curve for a distance of 195.18 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 142.87 feet to the P.C. of a curve to the left having a central angle of $21^{\circ}47'02''$ and a radius of 550.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 209.11 feet to on Westerly right-of-way of a CSX Railroad, said right-of-way being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036, said point being the end of this road right-of-way.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
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