

After recording, return to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW
Suite 1700
Atlanta, Georgia 30363
Attn: Andrew Mullen, Esq.


20161228000471910 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
12/28/2016 03:13:15 PM FILED/CERT

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT by and between JESSE R. TAYLOR III ("Taylor"), and LOCUST CREEK, LLC, an Alabama limited liability company ("Locust Creek") is made this the 27 day of December, 2016.

WITNESSETH:

WHEREAS, Taylor owns certain real property in Shelby County, Alabama which was acquired by Jesse Taylor from Mildred Florey Blackberry and recorded in Deed Book 019, Page 680 in the Probate Office of Shelby County, Alabama (the "Taylor Parcel"); and

WHEREAS, the Taylor Parcel is located adjacent to and immediately North of property in Shelby County, Alabama, owned by Locust Creek which was acquired by Warranty Deed from Margaret B. Hairston and James A. Hairston and recorded as Instrument Number 20151230000443320 in the Probate Office of Shelby County, Alabama (the "Locust Creek Parcel"); and

WHEREAS, a question has arisen between Taylor and Locust Creek concerning the location of the boundary between the Taylor Parcel and the Locust Creek Parcel; and

WHEREAS, the parties wish to agree as to the actual location of the boundary between the Taylor Parcel and the Locust Creek Parcel.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taylor and Locust Creek hereby agree as follows:

1. The common boundary between the Taylor Parcel and the Locust Creek Parcel is the line described as follows:

Commence at a 1" pipe in place being the Southeast corner of the Southeast one-fourth of the Southeast one-fourth of Section 25, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed North 00° 10' 09" West a distance of 1291.03 feet to a 1/2" pipe in place being located on the East boundary of said quarter-quarter section which is also the West boundary of the Southwest one-fourth of the Southwest one-fourth of Section 30, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 89° 29' 36" West for a distance of 1315.10 feet to a set 1/2" rebar on the Easterly right-of-way of Shelby County Road No. 85, said point being the TRUE POINT OF BEGINNING. From this TRUE POINT OF BEGINNING proceed North 89° 29' 36" East for a distance of 1315.10 feet to a 1/2" pipe in place being located on the East boundary of the Southeast one-fourth of the Southeast one-fourth of Section 25, Township 19 South, Range 2 East, Shelby County, Alabama, which is also the West boundary of the Southwest one-fourth of the Southwest one-fourth of Section 30, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed North 89° 26' 32" East for a distance of 1331.25 feet to a 1/2" in place being located on the East boundary of said quarter-quarter section which is also the West boundary of the Southeast one-fourth of the Southwest one-fourth of said Section 30; thence proceed North 89° 27' 25" East for a distance of 2376.65 feet to a 1/2" pipe in place being located on the Westerly bank of the Coosa River (Lay Lake Reservoir).

2. Locust Creek hereby remises, relinquishes and quitclaims unto Taylor and its successors and assigns, all of its right, title and interest, if any, in the Southeast one-fourth of the Southeast one-fourth of Section 25, Township 19 South, Range 2 East, Shelby County, Alabama as well as all of its right, title and interest, if any, in the Southwest one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 30, Township 19 South, Range 3 East, Shelby County, Alabama, which is located North of the common boundary line described in paragraph 1 above, to have and to hold the same unto Taylor and his successors and assigns forever, with all appurtenances thereto belonging.

3. Taylor hereby remises, relinquishes and quitclaims unto Locust Creek and its successors and assigns, all of its right, title and interest, if any, in the Southeast one-fourth of the Southeast one-fourth of Section 25, Township 19 South, Range 2 East, Shelby County, Alabama as well as all of its right, title and interest, if any, in the Southwest one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 30, Township 19 South, Range 3 East, Shelby

County, Alabama, which is located South of the common boundary line described in paragraph 1 above, to have and to hold the same unto Locust Creek and its successors and assigns forever, with all appurtenances thereto belonging.

[EXECUTIONS ON FOLLOWING PAGES]



20161228000471910 3/5 \$27.00
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IN WITNESS WHEREOF, the parties hereto have executed this Boundary Line Agreement under seal, to be effective as of the day and year first above written.


JESSE R. TAYLOR III

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said State at Large, hereby certify that **Jesse R. Taylor III**, a resident of the State of Alabama, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said conveyance, he executed the same voluntarily.

Given under my hand this the 27th day of December, 2016.



NOTARY PUBLIC

My Commission Expires: _____ MY COMMISSION EXPIRES:
June 10, 2018

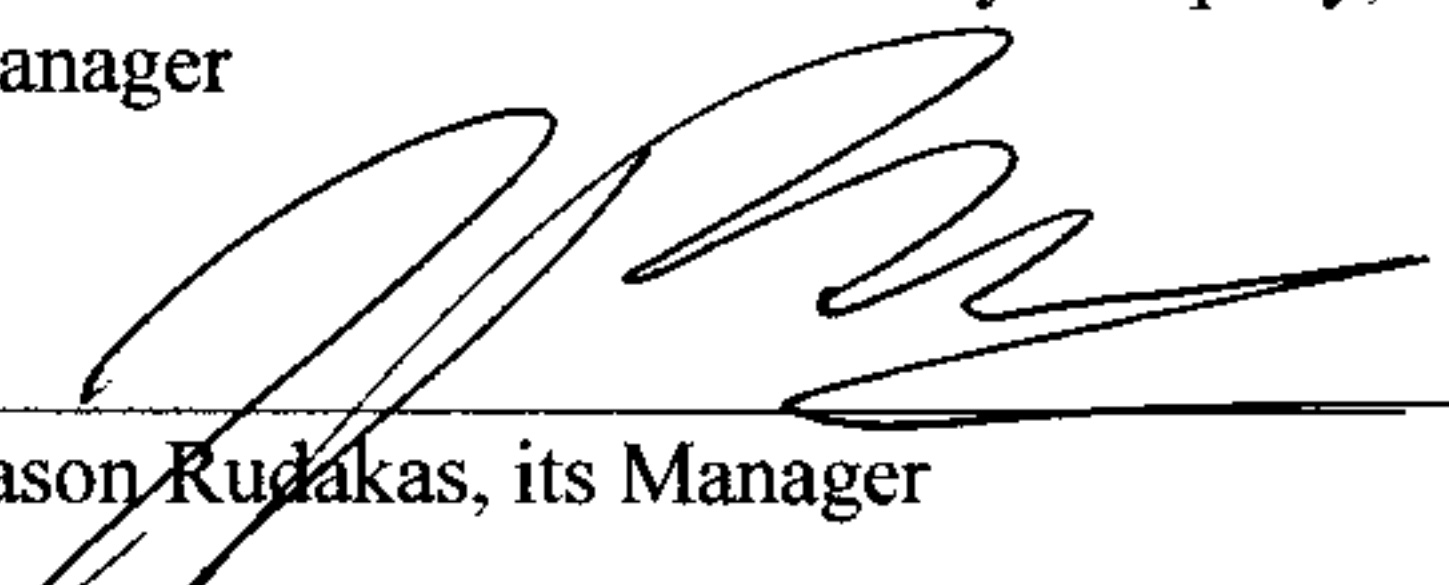
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20161228000471910 4/5 \$27.00
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LOCUST CREEK, LLC,
an Alabama limited liability company

By: **LOCUST CREEK INVESTORS, LLC,**
an Georgia limited liability company,
its Manager

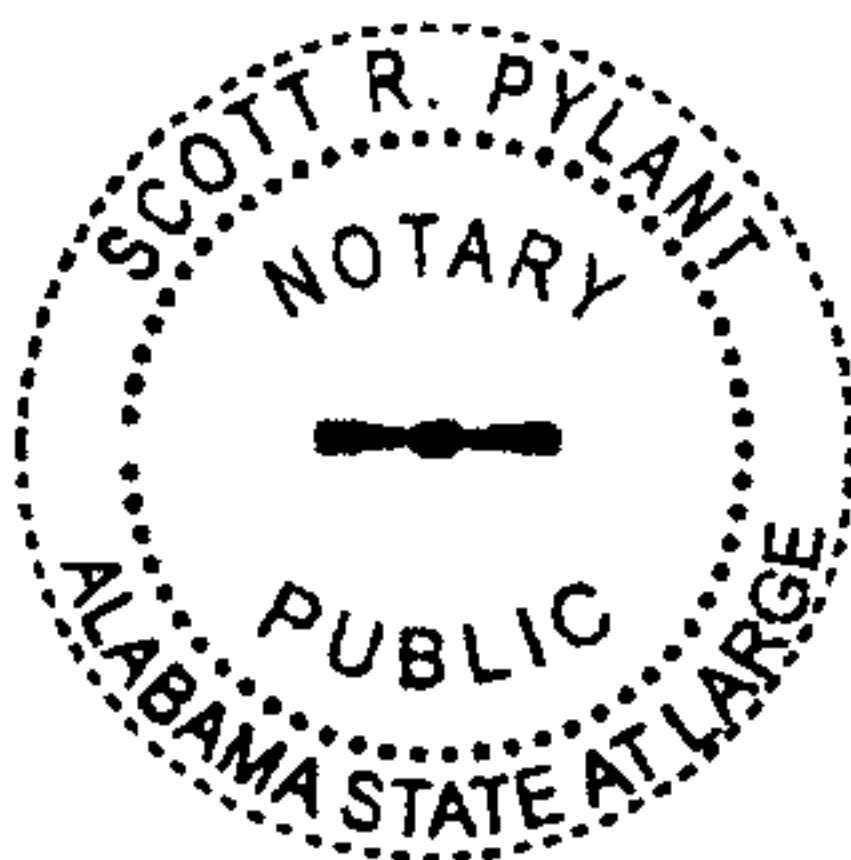
By: **YELLOWHAMMER DEVELOPMENTS,**
LLC, an Alabama limited liability company,
its Manager

By: 
Jason Rudakas, its Manager

STATE OF ALABAMA)
)
COUNTY OF ~~MADISON~~)
 shelby

I, the undersigned, a Notary Public, in and for said State at Large, hereby certify that Jason Rudakas, as Manager of Yellowhammer Developments, LLC, as Manager of Locust Creek Investors, LLC, as Manager of **Locust Creek, LLC**, an Alabama limited liability company, whose name is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day, that, being informed of the contents of the said conveyance, he as such person and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 28 day of December, 2016.




NOTARY PUBLIC
My Commission Expires 4/17/2017

[END OF SIGNATURES]


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