

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS FOR CHELSEA VILLAGE, A COMMERCIAL SUBDIVISION**

FIRST US BANK, an Alabama corporation (“Declarant”), the owner of the real property described below, hereby declare and impose protective covenants, conditions, easements, and restrictions with respect to the Property as set forth below (these “Covenants”). The term “Declaration” as used herein means this document, together with all exhibits attached hereto.

1. Property. The real property upon which these Covenants are declared and imposed is described in Exhibit A and Exhibit B hereto (collectively, the “Property”). That portion of the Property described in Exhibit A is described in and shown on the Final Plat of Chelsea Village prepared by Ray & Gilliland, P.C. and recorded at Book 47, Page 63 in the Office of the Judge of Probate of Shelby County, Alabama (the “Subdivision Plat”). That portion of the Property described in Exhibit A and shown on the Subdivision Plat is to be known, improved, and operated as “Chelsea Village,” a commercial subdivision. Attached hereto as Exhibit C is a survey map of the Property. That portion of the Property described on Exhibit B shall be referred to herein, and is shown on Exhibit C, as the “Building 5 Lot.” The terms “Lot” or “Lots” as used herein mean and refer to the individual lots shown on the Subdivision Plat and the Building 5 Lot. The term “Owner” as used herein shall mean and refer to the record owner, including Declarant, of fee simple title to any Lot, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any mortgagee unless and until such mortgagee has foreclosed on its mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract or other agreement.

2. Franklin Property. Robert B. Franklin and Amanda M. Franklin (the “Franklins”) are the owners of the property described in Exhibit D (the “Franklin Property”), which is adjacent to the Property. The Franklins were given the opportunity to have the Covenants imposed on the Franklin Property and to join the Property Owners’ Association referenced in Section 4 below, but the Franklins declined. An easement for ingress, egress, utility, and drainage from Old US Highway 280 to the Franklin Property exists on the Property as shown on the Subdivision Plat and as recorded in Instrument Number 20100303000061840 in the Office of the Judge of Probate of Shelby County, Alabama. This easement benefits the present and future owners of the Franklin Property and will not be obstructed by the Association.

3. Permitted Land Use. The Property shown on the Subdivision Plat shall be used in compliance with and only for the purposes permitted under the City of Chelsea Zoning Ordinance. No illegal, noxious, or offensive activity may be conducted on the Property, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance by reason of unsightly appearance or excessive emission of fumes, odors, glare, vibration gases, radiation, dust, liquid waste, smoke, noise, or other nuisance.

4. Owners’ Association. The Chelsea Village Owners’ Association, Inc., an Alabama non-profit corporation (the “Association”), has been or will be established to manage, maintain and regulate the Common Area and to enforce the Covenants.

5. Association Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and shall pass with the title to each Lot, and it may not be separated from the ownership thereof.

6. Easements. Easements are hereby declared, established, imposed, and reserved in favor of the Association and the Owners as are depicted on Exhibit C. In addition, the following easements are hereby declared, established, imposed, and reserved:

6.1. Sewage Lift Station. All of the Lots are serviced by the sanitary sewage lift station located in the Common Area shown on the Subdivision Plat (the "Sewage Lift Station"). Declarant reserves for itself and the Association the right to access all facilities, including but not limited to pipes and sanitary sewer clean outs, on the Property related to the Sewage Lift Station for the purpose of servicing, repairing, maintaining, improving, and replacing the sanitary sewer system on the Property. The Franklin Property has no right to access or discharge into the Sewage Lift Station. However, the foregoing sentence notwithstanding, the Association may allow the owner of the Franklin Property to discharge into the Sewage Lift Station subject to the rules and regulations established by the Association including, but not limited to, the payment of the Franklin Property's proportionate share of the cost of the maintenance of the Sewage Lift Station which the Association shall bill to the owner of the Franklin Property.

6.2 Reciprocal Parking Easement for Lot 1 and Lot 2. Declarant hereby establishes and reserves for the benefit of the Owners of Lot 1 and Lot 2, and their guests, invitees and licensees, a reciprocal easement for parking on the area designated on Exhibit C as "PARKING" on Lot 1 and Lot 2 (the "Lot 1 and Lot 2 Parking Area"). Access to those portions of Lot 2 south and west of BUILDING #2 from the area designated on Exhibit C as "PARKING" on Lot 1 and Lot 2 shall be strictly prohibited.

6.3 Access Driveway. Declarant hereby establishes and reserves for the benefit of the Owners of the Building 5 Lot, Lot 2 and Lot 3, and their guests, invitees

and licensees, a non-exclusive perpetual easement for ingress and egress over and across 30-foot wide ingress/egress easement and the 20-foot wide ingress/egress easement across Lot 3 and Lot 4 on Exhibit C (the "Access Driveway").

6.4 Landscaping Maintenance Easement. Declarant hereby establishes and reserves for the Association the right to go upon all of the Property shown on the Subdivision Plat for the purpose of cutting grass and maintaining landscaping, the cost of which shall be a Common Expense.

7. Common Area. Declarant shall deed to the Association the title to the Common Area shown on the Subdivision Plat for the benefit and use of the Owners. The conveyance to the Association is made upon the condition that the Association takes control of the Common Area in the name of the Association for tax purposes, improves and maintains the Common Area, and obtains and maintains liability insurance coverage on the Common Area in the name of the Association.

8. Covenant for Maintenance Assessments. The following provisions shall be applicable, without limitation, to the setting, use, collection, and administration of assessments by the Association.

8.1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed for a Lot, whether or not it should be so expressed in such deed, is deemed to covenant and agree to all provisions, covenants, conditions, easements, liens, and restrictions of this Declaration, and to promptly pay to the Association all assessments when due. The assessments shall be set and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and reasonable attorneys' fees for collection shall be a charge on and a continuing lien

against the Lot and improvements against which the assessment is made. Each assessment together with interest, costs of collection, and reasonable attorneys' fees shall also be the personal obligation of each party or entity who was an Owner of the assessed Lot at the time the assessment first became due and payable.

8.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Area (including, without limitation, the payment of Common Expenses under Section 8 below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association. No profit, gain, or other benefit is to be derived by the Association from the assessments, but, instead, such funds shall be expended only as agent for the Owners, and no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance, and care of the Property and the Common Area) to the benefit of any individual.

8.3 Individual Assessments. Any expenses incurred by the Association in enforcing any of the provisions of these Covenants against any specific Owner shall be deemed an Individual Assessment against such Owner and the respective Lot owned by such Owner. In addition, any expenses of the Association that, in the opinion of Board of the Association, are occasioned by the conduct or use of less than all of the Owners, shall be specially assessed against such Owners and their respective Lot. Individual Assessments shall be levied by the Association and shall be specified in a notice to the Owner, which notice shall also specify the due date for payment of the same. Without

limiting the foregoing, the Association is expressly authorized to assess the following Individual Assessments in its sole discretion:

8.3.1 Lot 1 and Lot 2 Parking Area. The Association may levy, at any time, Individual Assessments on the Owners of Lot 1 and Lot 2 for the purpose of paying the cost of any maintenance, repair or replacement of the Lot 1 and Lot 2 Parking Area. The cost of any maintenance, repair or replacement of the Lot 1 and Lot 2 Parking Area pursuant to this section shall be assessed in two (2) equal shares to the Owners of Lot 1 and Lot 2.

8.3.2 Access Driveway. The Association may levy, at any time, Individual Assessments on the Owners of Lot 2, Lot 3, Lot 4, and the Building 5 Lot for the purpose of paying the cost of any maintenance, repair or replacement of the Access Driveway. The cost of any maintenance, repair or replacement of the Access Driveway pursuant to this section shall be assessed in five (5) equal shares to the Owners of Lot 2, Lot 3, Lot 4, and the Building 5 Lot.

8.4 Annual Assessments. The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Section 8 below) and such other recurring or projected expenses as the Association may deem appropriate. The Annual Assessment for the Property shall commence on January 1 of each year, and shall be paid in advance.

8.5 Special Assessments. In addition to the Annual Assessments specified in Section 8.4 above, the Association may levy, at any time, one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

Common Area, provided that any such Assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, and (b) to the extent Declarant is the Owner of any Lot, the approval of Declarant.

8.6 Special Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.5 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, either in person or by proxy, entitled to cast fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

8.7 Amount of Assessments. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and shall be due and payable in such manner as established by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date for the payment of Annual Assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

8.8 Certificate. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a Lot have been paid. A properly executed certification of

the Association as the status of the Assessment on a Lot is binding upon the Association as of the date of its issuance.

8.9 Effect of Non-Payment of Assessments; Liens; Remedies. Any assessments (whether Annual, Special or Individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any Assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any Assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:

(a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for Assessments and other amounts include the late charge and interest specified above as well as all attorneys' fees, court costs and all other costs and expenses paid or incurred by the Association in connection therewith; and/or

(b) The Association may enforce the lien created pursuant to Section 7.1 above as hereinafter provided. The lien created pursuant to Section 7.1 above shall secure the payment of any and all Assessments (Annual, Special and Individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting

to collect the Assessments and in maintaining any legal action in connection therewith. If any Assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on the defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Directors of the Association or any officer of the Association and shall be filed for record in the Probate Office of Shelby County, Alabama. The lien provided for herein shall be in favor of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amount due from such Owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner may waive or otherwise be exempt from the liability to pay the Assessments provided herein.

9. Common Expenses. The following are certain expenses with respect to the Property which are hereby declared to be Common Expenses which the Association is obligated to collect by Assessment and which Owners are obligated to pay as provided in Section 8 above; provided, however, that the enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Area and/or the Property as expenses subject to collection by assessment:

(a) Maintenance and Repair of Common Area:

(i) The cost and expense to keep and maintain the Common Area, including the sanitary sewage lift station, in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.5 of this Declaration, as well as the following charges:

(ii) Any electrical costs to run all common lighting on the Property and any other electrical device necessary to the Common Area, including the sanitary sewage lift station;

(iii) Sanitary sewer and storm sewer lines within the Property;

(v) Gas bills of the Association, if any;

(vi) Water bills and sprinkler systems for use on the Common Area;

(vii) Any insurance for the Common Area;

(viii) Any management fees, accounting fees, and legal expenses incurred by the Association;

(ix) Any and all other property deeded to the Association by the Declarant; and

(x) Such other matters which involve the use of the Common Area as determined by the Association.

(b) Management. The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Area.

(c) Property Taxes. All ad valorem taxes and other Assessments relating and connected to the Common Area, if any.

(d) Insurance:

(i) Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any;

(ii) Adequate property and casualty insurance for the benefit of the Association insuring all insurable improvements in and to the Common Area against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs and with such

deductibles as the Association may determine;

(iii) Public liability insurance coverage covering all of the Common Area and any damage or injury caused by the negligence of the Association and all members, directors, officers, partners, agents and employees thereof, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Association may determine;

(iv) If applicable, worker's compensation insurance, employer's liability insurance and all other types of insurance required by law, including, without limitation, errors and omissions insurance coverage, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Association may determine; and

(v) All insurance coverage authorized hereunder shall be written in the name of the Association. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Association, and the Owners and the licensees, invitees, family members, servants, agents, and guests of the Owners.

(e) Landscaping Maintenance. The cost of cutting grass and landscaping maintenance pursuant to Section 6.4.

(f) Cost of Enforcement of Covenants. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of these Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the articles of incorporation of the Association, by the bylaws of the Association, or this Declaration.

10. Protective Covenants Running with the Land. These Covenants shall constitute a servitude in and upon the Property and shall run with the Property and inure to the benefit of and be enforceable by the Association, or by any Owner and its respective heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the Covenants shall automatically be extended for successive period of ten (10) years, unless an agreement which has been signed by Owners who own three-fifths (3/5) or more of the then existing Lots of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Probate Court of Shelby County, Alabama.

11. Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give

the Association, any Owner and/or their respective heirs, successors and assigns, in addition to all other remedies specified therein, the right to proceed at law or in equity to compel compliance with the terms of these Covenants and to prevent the violation or breach of any of them; provided, this Declaration shall be recorded for the benefit of the Declarant, the Association, the Owners and their respective mortgagees, and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

12. Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Declarant, the Association, the Owners, their respective heirs, successors and assigns pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

13. Amendment of Declaration. An amendment to this Declaration may be proposed by written instruction signed by the Owners of not less than two-fifths (2/5) of the Lots within the Property. Such proposed amendment or amendments shall be considered at a meeting of the Owners after written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the Owners not less than ten (10) days nor more than thirty (30) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the

United States mail, addressed to each Owner at the street address of its Lot, the postage thereon being prepaid. Any Owner may, by written waiver of notice, signed by such Owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of Owners who own not less than three-fifths (3/5) of the total Lots of the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Board of Directors of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

14. No Trespass. Whenever the Association, Declarant, and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot, the entering thereon and the taking of such action shall not be deemed a trespass.

15. Restriction on Initiation of Zoning Amendment. Each Owner of a Lot on the Subdivision Plant agrees not to initiate, or be a party to, any petition for a change in zoning or land use classification of its Lot or any portion of the Property, without the prior written consent and approval of not less than three-fifths (3/5) of all Lot Owners (and their respective mortgagees).

16. Notices. Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, return receipt requested, to the street address of the Lot owned by such Owner.

17. Severability. Invalidity of any provision or provisions hereof by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

18. Captions. The captions and titles of the various sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

19. Effective Date. This Declaration shall become effective upon its recordation in the Probate Court of Shelby County, Alabama.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on this the 27th day of March, 2017.

DECLARANT

FIRST US BANK

BY: Dan McArthur
Dan McArthur
ITS: Senior Vice President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, for and in said County and in said State, do hereby certify that Dan McArthur, whose name as Senior Vice President of First US Bank, an Alabama Corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 27th of March, 2017.

[SEAL]


Notary Public

My Commission Expires:

12/03/2017

This document prepared by:

Michael B. Odom
Rumberger, Kirk & Caldwell
2001 Park Place North, Suite 1300
Birmingham, Alabama 35203

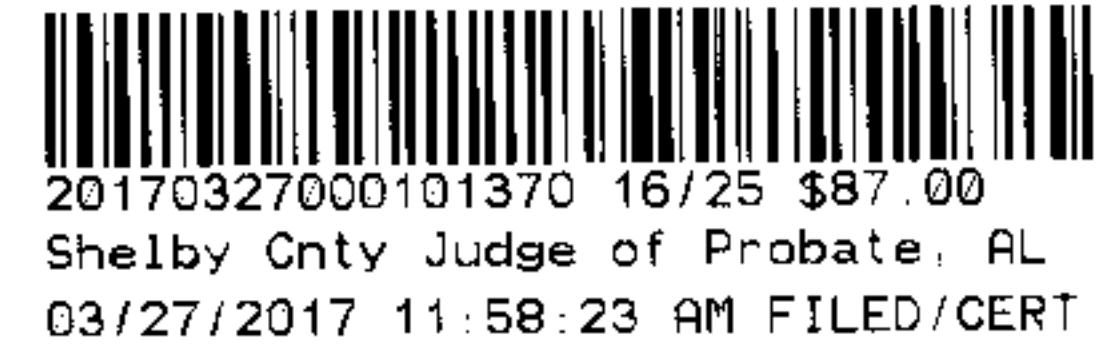


Exhibit A

STATE OF ALABAMA
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South $01^{\circ} 18' 37''$ East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South $01^{\circ} 18' 37''$ East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South $89^{\circ} 44' 22''$ West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North $50^{\circ} 57' 16''$ West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set 1/2" rebar); thence proceed South $46^{\circ} 57' 06''$ West for a distance of 138.94 feet to the point of beginning. From this beginning point proceed North $43^{\circ} 30' 06''$ West for a distance of 269.15 feet to its point of intersection with the Southerly right-of-way of Old U. S. Highway 280 (set 1/2" rebar), said point being the P. C. of a concave right having a delta angle of $12^{\circ} 04' 11''$ and a radius of 518.36 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South $66^{\circ} 48' 39''$ West, 108.99 feet to the P. T. of said curve (set 1/2" rebar) which is also the P. C. of a concave curve right having a delta angle of $18^{\circ} 03' 25''$ and a radius of 518.34 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North $89^{\circ} 20' 30''$ West, 162.68 feet to a capped rebar in place (PLS #21784); thence proceed South $05^{\circ} 18' 26''$ West for a distance of 409.55 feet to a capped rebar in place (PLS #21784); thence proceed South 90° West for a distance of 246.10 feet to a 5/8" rebar in place; thence proceed South $00^{\circ} 05' 14''$ West for a distance of 383.02 feet (set 1/2" rebar) to a point on the bank of a creek; thence continue South $00^{\circ} 05' 14''$ West for a distance of 25.73 feet to the center of said creek; thence proceed North $54^{\circ} 36' 10''$ East along the center of said creek for a distance of 112.06 feet; thence proceed South $87^{\circ} 08' 48''$ East along the center of said creek for a distance of 302.35 feet; thence proceed North $80^{\circ} 48' 33''$ East along the center of said creek for a distance of 101.70 feet; thence proceed North $35^{\circ} 27' 36''$ East along the center of said creek for a distance of 143.16 feet; thence proceed North $32^{\circ} 09' 16''$ East along the center of said creek for a distance of 184.88 feet; thence proceed North $57^{\circ} 13' 59''$ East along the center of said creek for a distance of 104.40 feet; thence proceed North $26^{\circ} 08' 41''$ West for a distance of 47.60 feet to a point on the bank of said creek (set 1/2" rebar); thence continue North $26^{\circ} 08' 41''$ West for a distance of 177.57

feet (set 1/2" rebar); thence proceed North 46° 57' 06" East for a distance of 94.45 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama and contains 9.0 acres.

According to my survey this the 9th day of January 2017.

James M. Ray, Ala. Reg. No. 18383

Ray and Gilliland, P.C., Ala. Board Cert. No. CA-0114-LS

Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and /or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city.

Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers.

This survey is not transferable and may only be used by the person/company that pays for it at time of survey.

STATE OF ALABAMA
SHELBY COUNTY

Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet to a ½" rebar in place, said point being the point of beginning. From this beginning point proceed South 46° 57' 06" West for a distance of 138.94 feet; thence proceed North 43° 30' 06" West for a distance of 269.15 feet to a point on the Southerly right-of-way of Old U. S. Highway 280 to a ½" rebar in place; thence proceed North 60° 46' 34" East along the Southerly right-of-way of said highway for a distance of 110.56 feet to a ½" rebar in place, said point being located on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed South 50° 57' 16" East along the Southwesterly boundary of said railroad right-of-way for a distance of 245.08 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 Township 19 South, Range 1 West, Shelby County, Alabama and contains 1.39 acres.


20170327000101370 18/25 \$87.00
Shelby Cnty Judge of Probate, AL
03/27/2017 11:58:23 AM FILED/CERT

EXHIBIT C

: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South $01^{\circ} 18' 37''$ East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South $01^{\circ} 18' 37''$ East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South $89^{\circ} 44' 22''$ West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way, said point being the point of beginning. From this beginning point proceed North $50^{\circ} 57' 16''$ West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set $1/2''$ rebar); thence proceed South $46^{\circ} 57' 06''$ West for a distance of 233.39 feet (set $1/2''$ rebar); thence proceed South $26^{\circ} 08' 41''$ East for a distance of 177.57 (set $1/2''$ rebar) to the bank of a creek; thence continue South $26^{\circ} 08' 41''$ East for a distance of 47.60 feet to the center of said creek; thence proceed North $57^{\circ} 52' 15''$ East along the center of said creek for a distance of 99.50 feet; thence North $68^{\circ} 51' 11''$ East along the center of said creek for a distance of 80.82 feet; thence proceed North $33^{\circ} 59' 16''$ East along the center of said creek for a distance of 161.98 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 27 Township 19 South, Range 1 West, Shelby County, Alabama.


20170327000101370 19/25 \$87.00
Shelby Cnty Judge of Probate, AL
03/27/2017 11:58:23 AM FILED/CERT

FEBRUARY 6 2017

ALL LOTS SHOWN WERE ANNEXED UNDER THE CURRENT USE OF B-2. ANY FUTURE CONSTRUCTION ALTERATIONS, OR REPLACEMENT SHALL BE IN ACCORDANCE WITH THE CURRENT ZONING ORDINANCE FOR THE CITY OF CHELSEA. BY APPROVAL OF THIS MAP, THE CITY OF CHELSEA DOES NOT MAKE CLAIM WHAT SO EVER AS TO THE CONDITION OF EXISTING BUILDING OR STRUCTURES, NOR DOES IT RELY ON THE FLOOD ELEVATION INSURANCE RATES, OR THE FLOOD ELEVATION DATA. THE FLOOD ELEVATION DATA SHALL BE IN ACCORDANCE WITH THE CURRENT FLOOD PREVENTION ORDINANCE OF THE CITY OF CHELSEA. AT THE TIME OF THE PROPOSED IMPROVEMENTS.

LOCATED IN
SE 1/4 SE 1/4 SECTION 28
NE 1/4 SE 1/4 SECTION 29
NW 1/4 SW 1/4 SECTION 27
SW 1/4 SW 1/4 SECTION 27
TOWNSHIP 19 SOUTH RANGE 1 WEST
SHELBY COUNTY AL

20170327000101370 20/25 \$87.00
Shelby Cnty Judge of Probate, AL
03/27/2017 11:58:23 AM FILED/CERT

122 NORTH CALHOUN STREET
P.O. BOX 1183
SYLACAUGA, ALABAMA 35500

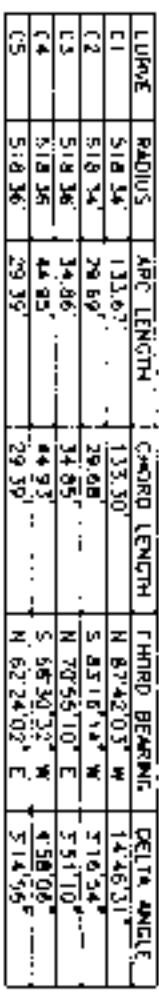
TEL NO. (256) 245-3243
FAX NO. (256) 245-5200
FILE: CHELSEA VILLAGE

CHELSEA VILLAGE

REV-1 7-10-01

1 1/2" CAPPED REBAR ARE SET
BY HIS SURVEY LINES O'HEARNS
DOWN BY THE SURVEY

FLOOD INFORMATION
PROPERTY IS LOCATED IN ZONE AE
FLOOD INSURANCE RATE MAP 11117C0232E
MAP REVISED FEBRUARY 20, 2013

[illegible]

CENTER OF 20 WIDE
E-ASSEMBLY

THIS THE _____ DAY OF _____ 2016
CITY ENGINEER CITY OF CHELSEA

The undersigned, **JAMES M. RAY, a Registered Land Surveyor in the State of Alabama and FIRST UNITED SECURITY BANK** owner hereby certifies that this plot or map was prepared to a survey made by said surveyor and that survey and this plot or map were made at the instance of said owner, that this plot or map is a true and correct map of lands shown therein and known as **THESSIE WILLARD SIBBOLD**, showing the subdivisions into which it is proposed to divide said lands, giving the length and bearings of the boundaries of each lot and the number, name and number of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey, and that iron pins have been installed at all lot corners and curve points, as shown, and designated by small open circles on said plot or map. Said owner also certifies that they are the owners of said lands and that the same are not subject to any mortgage

Dated this **6TH** day of **FEBRUARY 2017**

Dated this the 6TH day of FEBRUARY 201

James M. Ray, Ala. Reg. No 183833
Ray and Giffland, P. C.

SENIOR VICE PRESIDENT

SHELBY COUNTY

a Notary Public in and for said County and State.

executed same voluntarily as such individual with full authority therefor

Given under my hand and seal this the _____ day of _____, 2016.

My Commission Expires

STATE OF ALABAMA
SHERIFF, COVINGTON

as being the owner and who is known to me, acknowledged before me, on this date, certificate as owner and who is known to me, acknowledged before me, on this date,

Given under my hand and seal this the _____ day of _____, 2016.

1000

.....

SCALE (IN INCHES)
SHELBY COUNTY

According to the authors, there are two main reasons why the role of women in the economy is important. First, it is a key indicator of the level of economic development. Second, it is a key indicator of the level of social development.

1101

ACCORDING TO CITY SURVEYORS THE 1ST DAY IN MARCH 2017

Note: No the search of the public records has been performed by this firm and shown herein was not conducted for any other use. For rights of privacy, recorded or unrecorded. The public should know that it is not a

Underground portions of foundations and/or other underground structures, whether exterior or buried.

Exhibit A

STATE OF ALABAMA SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set 1/2" rebar); thence proceed South 46° 57' 06" West for a distance of 138.94 feet to the point of beginning. From this beginning point proceed North 43° 30' 06" West for a distance of 269.15 feet to its point of intersection with the Southerly right-of-way of Old U. S. Highway 280 (set 1/2" rebar), said point being the P. C. of a concave right having a delta angle of 12° 04' 11" and a radius of 518.36 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 66° 48' 39" West, 108.99 feet to the P. T. of said curve (set 1/2" rebar) which is also the P. C. of a concave curve right having a delta angle of 18° 03' 25" and a radius of 518.34 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 89° 20' 30" West, 162.68 feet to a capped rebar in place (PLS #21784); thence proceed South 05° 18' 26" West for a distance of 409.55 feet to a capped rebar in place (PLS #21784); thence proceed South 90° West for a distance of 246.10 feet to a 5/8" rebar in place; thence proceed South 00°05' 14" West for a distance of 383.02 feet (set 1/2" rebar) to a point on the bank of a creek; thence continue South 00°05' 14" West for a distance of 25.73 feet to the center of said creek; thence proceed North 54° 36' 10" East along the center of said creek for a distance of 112.06 feet; thence proceed South 87° 08'48" East along the center of said creek for a distance of 302.35 feet; thence proceed North 80° 48' 33" East along the center of said creek for a distance of 101.70 feet;; thence proceed North 35° 27' 36" East along the center of said creek for a distance of 143.16 feet; thence proceed North 32° 09' 16" East along the center of said creek for a distance of 184.88 feet; thence proceed North 57° 13' 59" East along the center of said creek for a distance of 104.40 feet; thence proceed North 26° 08' 41" West for a distance of 47.60 feet to a point on the bank of said creek (set 1/2" rebar); thence continue North 26° 08' 41" West for a distance of 177.57

feet (set 1/2" rebar); thence proceed North 46° 57' 06" East for a distance of 94.45 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama and contains 9.0 acres.

According to my survey this the 9th day of January 2017.

James M. Ray, Ala. Reg. No. 18383

Ray and Gilliland, P.C., Ala. Board Cert. No. CA-0114-LS

Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and /or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city.

Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers.

This survey is not transferable and may only be used by the person/company that pays for it at time of survey.

EXHIBIT B

BUILDING 5 LOT

STATE OF ALABAMA

SHELBY COUNTY

Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet to a ½" rebar in place, said point being the point of beginning. From this beginning point proceed South 46° 57' 06" West for a distance of 138.94 feet; thence proceed North 43° 30' 06" West for a distance of 269.15 feet to a point on the Southerly right-of-way of Old U. S. Highway 280 to a ½" rebar in place; thence proceed North 60° 46' 34" East along the Southerly right-of-way of said highway for a distance of 110.56 feet to a ½" rebar in place, said point being located on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed South 50° 57' 16" East along the Southwesterly boundary of said railroad right-of-way for a distance of 245.08 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 Township 19 South, Range 1 West, Shelby County, Alabama and contains 1.39 acres.

EXHIBIT D

Franklin Property

: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way, said point being the point of beginning. From this beginning point proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set 1/2" rebar); thence proceed South 46° 57' 06" West for a distance of 233.39 feet (set 1/2" rebar); thence proceed South 26° 08' 41" East for a distance of 177.57 (set 1/2" rebar) to the bank of a creek; thence continue South 26° 08' 41" East for a distance of 47.60 feet to the center of said creek; thence proceed North 57° 52' 15" East along the center of said creek for a distance of 99.50 feet; thence North 68° 51' 11" East along the center of said creek for a distance of 80.82 feet; thence proceed North 33° 59' 16" East along the center of said creek for a distance of 161.98 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 27 Township 19 South, Range 1 West, Shelby County, Alabama.