### AMENDMENT TO THE MASTER DECLARATION OF COVENENATS, CONDITIONS, RESERVATION

#### AND RESTRICTIONS OF INDIAN LAKE ESTATES AS RECORDED IN

#### **INSTRUMENT NUMBER 1995-31865 AND**

#### PREVIOUSLY AMENDED IN INSTRUMENT NUMBER 1998-39829

STATE OF ALABAMA	)
SHELBY COUNTY	)

### **RECITATIONS**

WHEREAS, Lois Huckaby executed the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to Indian Lake Estates dated September 26, 1995, filed of record in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1995-31865;

WHEREAS, the said Master Declaration was also executed by John E. Forrester, Jr., Frances Harrell, Doug Stegall, Roy David Johnson, Joan B. Johnson, Tracy Eugene Wood, Jim Lemonds, Thomas G. Williams, Billy Joe Watson, William F. Hoskins, Barbara W. Hoskins, Richard T. Stewart, Richard T. Owens, Kenneth W. Sawyer, Rose Marie King, James L. King, Diana Statum, Teddy E. Sherrod, Christine A. Meredith, Kay E. Dummier, Patricia P. Watson, Margaret Parsons, Bruce John VanArsdale, Larry C. Franks, Charles A. Zabel, Charlotte F. Boley, Eugene C. Boley, B. W. Bramblett, Edwin F. Belue;

WHEREAS, Revised Master Declaration of Covenants, Conditions, Reservations and Restrictions were filed of record on October 13, 1998 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument number 1998-39823;

WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Sam Bennett, Susan E. Bennett, Richard Lee Duncan, Thomas E. Slimick, Barbara S. Slimick was recorded in Instrument Number 20021007000488650;

WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Martha C. Champion, Barney E. Champion, Jr., E.V. Hammett, Dennis Norton, Connie W. Norton, Monte Stewart, Paula K. Stewart, Joyce Baggett, Lynda K. Twardowski, Gerard M. Twardowski, John Trimm, Laurie Trimm, and Amsouth Bank as Trustee for Richard Swagler Trust and as Trustee for the Susan M. Swagler Trust, was recorded in Instrument Number 1998-39828;

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WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Julia M. Mosley and Arthur R. Mosley, was recorded in Instrument Number 20031230000830380;

Whereas, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Nathan Click and Brian Burns was recorded in Instrument Number 20140731000235860;

WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Kenneth McFeeters, was recorded in Instrument Number 20140731000235870;

WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by John D. Talley, Jr. and Bette S. Talley, was recorded in Instrument Number 20140731000235880;

WHEREAS, a Supplemental Declaration subjecting additional real property to the aforesaid Declaration of Covenants, Conditions, Reservations and Restrictions executed by Julie Blaising and Bill Blaising, was recorded in Instrument Number 20150414000119810;

Whereas, Lois Huckaby conveyed the "Huckaby Property" to the Trustee of the "Huckaby Real Estate Trust" by deeds recorded in the office of the Judge of Probate of Shelby County, Alabama, in instruments numbered 20051207000634270, 20060322000134460, 20070215000070670 & 20070215000070680;

WHEREAS, Lois Huckaby was the Trustee of the Huckaby Real Estate Trust;

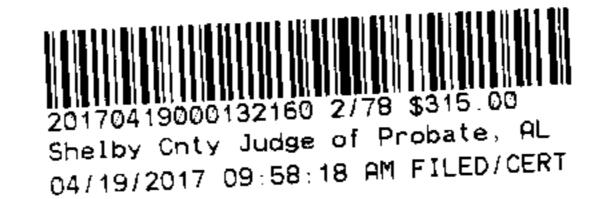
WHEREAS, Lois Huckaby died on or about May 5, 2013;

WHEREAS, Regions Bank is the successor Trustee of the Huckaby Real Estate Trust;

WHEREAS, Regions Bank as Successor Trustee of the Huckaby Real Estate Trust has conveyed all the Huckaby Property owned by the Huckaby Real Estate Trust that was subject to the said Declaration to parties other than heirs of the parents of Lois Huckaby or the parents of her husband;

WHEREAS, the Association entered into an agreement with the Church of the Highlands which agreement is recorded in Instrument number 20161025000392530, releasing certain lands which were once part of the Huckaby Property as defined in the said Declaration, from the terms and conditions of the said Declaration;

WHEREAS, the Association entered into an agreement with Highpointe Investments, LLC, that the subdivision now known as Keeneland Valley as recorded in Map Book 45, page 68



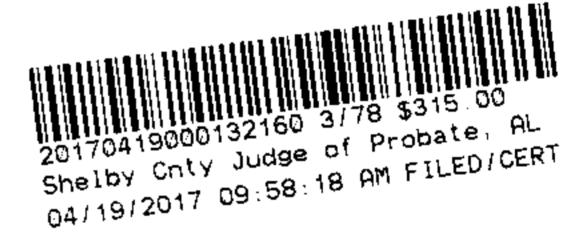
in the office of the Judge of Probate of Shelby County, Alabama, which once was a part of the Huckaby Property as defined in the said Declaration, would be excluded from membership in the Association and excluded from the benefits of use of the Common Property as defined herein;

WHEREAS, the real properties subject to the said Declaration are described in Exhibits one (1) through forty (40); &

Whereas, the undersigned members, in accordance with the terms and conditions of the Declaration, the By-Laws and Articles of Incorporation, constitute in excess of two thirds (2/3) of the Members of the Association.

NOW THEREFORE, the undersigned owners being Members of the Huckaby Lake Homeowners' Association, in accordance with Article VII, Section 2 of the said Declaration, do hereby file the following Amended Declaration of Covenants, Conditions, Reservations and Restrictions to run with the land and to be binding on all parties and persons claiming thereunder for a period of fifty (50) years from the date of recording hereof, said covenants to automatically renew for successive ten year periods unless a vote of the two-thirds of the then Members/Owners of the lots or tracts to modify or change the said covenants in whole or in part.

# ARTICLE 1 DEFINITIONS



The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

- (a) Association shall mean and refer to the Huckaby Lake Homeowner's Association, Inc.
- (b) "The Property" shall mean all real property owned by the Association including the lake and all land that is subject to the Declaration.
- (c) The Common Property shall mean all land owned by the Association including the lake.
- (d) The term "Lot" shall mean and refer to any tract of land constituting a part of the Property subject to this declaration with the exception of all real property owned by the Association including the lake.
- (e) Residence shall mean and refer to any single dwelling unit located on a lot.
- (f) Owner shall mean and refer to the record owner, whether one or more person or entity, of the fee simple title to any Lot subject to and benefitted by this Declaration, but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgagee or any trustee thereof unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- (g) Member shall mean and refer to all Owners.
- (h) Vote shall mean one ballot assigned for each lot.
- Additional Property shall refer to any property not currently subject to the Declaration which Owners thereof shall at some time in the future make application to subject their real property to the Declaration and become Members of the Association. Additional Property shall include any property that is currently subject to the Declaration which is subsequently subdivided into more than one smaller tract of land on which a residence may become located.

## **ARTICLE II**

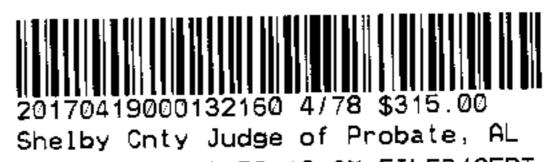
#### ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION

Additional Property. The Owners shall have the right to bring within the scheme of this Declaration additional lots by Supplementary Declaration, provided that such lots will become subject to assessments for their share of the expenses of the Association and shall be subject to a new member administrative admission fee. Additional property shall be subject to approval by the board except in the case where an existing Property is subdivided into smaller parcels in which event one of the subdivided parcels shall be considered the parent parcel and not subject to the administrative admission fee and all other parcels shall be subject to the administrative admission fee. All other new parcels shall be considered Additional Property and shall be subject to an administrative admission fee and all fees as any other additional property.

#### **ARTICLE III**

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- Memberships. Only Owners shall be Members of the Association. Every record **SECTION 1.** owner shall be a member of the Association and abide by the duties and obligations established by the Association, provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.
- Voting Rights. The owner or owners of each lot shall have the right to cast one Section 2. (1) vote per lot owned. When more than one person or entity holds an interest in any Lot, all persons and entities shall be a member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of each lot nor shall the vote be cast in percentages of one vote.
- Board of Directors. The Association shall elect a Board of Directors which will Section 3. manage the business and affairs of the Association in accordance with this Declaration or any Supplemental Declaration (unless otherwise required herein or in the By-laws of the Association). The Board of Directors is hereby granted the following powers: (i) the power to establish committees as it



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deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and to establish penalties for infractions thereof; and (iii) all other powers necessary to further the general scheme of this Declaration.

# ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

- Section 1. Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Properties including the Lake. Such right shall be appurtenant to and shall pass with the title to every Lot. Any Member may delegate his right of enjoyment of the Common Properties to the members of his/her household or to his/her tenants.
- Section 2. Title to Common Properties. Title to the Common Properties shall be held in the name of the Association.
- **Section 3. Limitations.** The right of enjoyment created hereby shall be subject to the following:
  - (a) The Right of the Association as provided in its Articles of Incorporation, By-Laws, this Amended Declaration and Rules and Regulations as may be from time to time amended.
  - (b) The Right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast a majority of the votes of the Members has been recorded agreeing to such dedication, transfer, purpose or condition.

# ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

- Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot by execution of this Declaration or any Supplementary Declaration or Ratification of Covenants, or acceptance of a deed therefor subsequent to the recordation of the Master Declaration (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and agree to pay to the Association:
  - (a) Annual assessment or charges;
  - (b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the lot at the time the assessment fell due.

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- Purpose of Assessments. The assessments levied by the Association shall be Section 2. used exclusively by the Association for the purpose of promoting the recreation, health, safety and welfare of the residents of the lots and in particular for the improvement and maintenance of the Lake and Common Properties, including but not limited to; the payment of real estate taxes and insurance premiums on the common properties; the repair, replacement and additions to the Common Properties; the maintenance of the Lake and lawns; the cost of labor, equipment, materials, management and supervision for the foregoing; and any other reasonable expenses of the Association.
- Section 3. Basis and Maximum of Annual Assessments. The annual assessment for each Lot on the Properties shall be payable as provided in the Rules of the Association, and the amount thereof shall be determined as follows:
  - (a) Effective with the year ending December 31, 2016, the annual assessment is \$150.00 per Lot/Member. Thereafter, the maximum assessment may not be increased by more than eight percent per annum during the term of this declaration.
  - (b) Unless the period for the maximum annual assessment is extended as permitted above and subject to the maximum increase set forth above, the maximum annual assessment per Lot for the calendar year beginning January 1, 2017, and for each calendar year thereafter shall be established by the Board of Directors of the Association. When the Board of Directors fixes the maximum annual assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare an annual budget indicating the services furnished by the Association and the costs thereof per Lot.
  - (c) The amount of the annual assessment which may be levied upon an Additional Property for the balance of the first year of assessment shall be prorated according to the number of months, or portions thereof, remaining in the calendar year. The same proration of the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties now subject to assessment at any time other than the calendar year. In addition, Additional Properties shall be subject to a one time administrative admission fee of \$1,500.00.
- Special Assessment for Capital Improvements. In addition to the annual Section 4. assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of construction or reconstruction of, or unexpected repair or replacement of a capital improvement on the Common Properties or to pay debts, including necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of a majority of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten days in advance and setting forth the purpose of the meeting.
- Change in Maximum Annual Assessment and other Fees. Subject to the Section 5. limitation set forth in Section 3, the Board of Directors of the Association may change the maximum



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assessment fixed by Section 3 hereof prospectively for any period provided that such change shall have the assent of a majority of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten days in advance and setting for the purpose of the meeting. The Board shall further have the authority to increase administrative admission fee for Additional Properties, not to exceed ten (10) percent per annum, without consent of the Members.

**Section 6. Quorum.** A quorum is required for any action by the Association. The presence at the meeting of Members or of proxies entitled to cast 60 percent of all votes of those Members who are entitled to vote shall constitute a quorum.

Section 7. The terms and conditions as set forth in this section of the Master Declaration and Amendment to the Master Declaration are hereby Deleted.

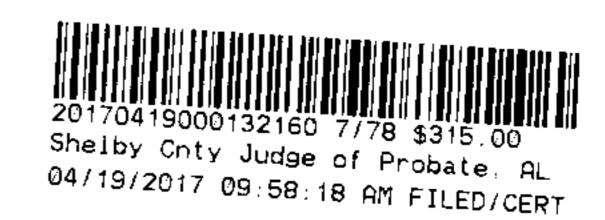
Section 8. Due Dates. The due date of the annual assessment under Section 3 hereof shall be provided for in the By-Laws or in the Rules of the Association or both. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien Remedies of the Association. If any assessment is not paid on the date when it is due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid in accordance with the Rules of the Association, the Association may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien against his/her lot. There shall be added to the amount of the delinquent assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, sale at foreclosure or any given proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from any liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

**ARTICLE VI** 



### **COVENANTS, RESERVATIONS AND RESTRICTIONS**

- **Section 1.** Rules. The Board of Directors of the Association may adopt and publish rules governing payment of the annual assessments, the use of the Lake and any other Common Properties and any other rules in furtherance of the general scheme of this Declaration.
- Section 2. Remedies. In the event of a violation of breach of any of these restrictions by an Owner or a tenant of an Owner, the Association and/or any other Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof to prevent such violation or breach. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to the breach occurring prior or subsequent to and shall not bar or affect its enforcement. Should the Association employ counsel to enforce any of the covenants, conditions, reservations or restrictions herein, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Association's counsel, shall be paid by the Owner. The Association shall have a lien upon such Lot with regard to which there is a breach of these covenants, conditions, reservations or restrictions to secure payment of all such costs and fees.
- Section 3. The terms and conditions as set forth in this section of the Master Declaration and Amendment to the Master Declaration are hereby Deleted.
- Section 4. Improvements. No improvements, including piers or boat launch pads or landings, shall be constructed on the Lake without the prior written approval of the Board of Directors. In no event shall more than five (5) such structures be allowed along the southerly shoreline of the Lake.

## ARTICLE VII GENERAL PROVISIONS

- Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty years from the date this Amendment to the Declaration is recorded, unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to change such covenants and restrictions in whole or in part. Said covenants to automatically renew for successive ten year periods unless a vote of the two-thirds of the then Members/Owners of the lots or tracts to modify or change the said covenants in whole or in part.
- Section 2. Amendments. Any of the covenants, restrictions rights or duties imposed by this Declaration may be amended by an affirmative vote of two-thirds of the total number of votes in existence at the time of such amendment. Any amendment to this Declaration shall not become effective until such time as it has been recorded in the same manner as the original Declaration.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent if the notice was mailed postage prepaid, to the last known address of the person who appears as a Member or owner on the records of the Association at the time of such mailing. In lieu of mailing, the Board may send notice via electronic mail to the members who have provided electronic mail addresses and consented in advance

to notice by electronic transmission.

Section 4. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any holder, insurer or guarantor of any first mortgage. The Declaration, the Rules, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Upon request, any Owner or the holder of any first mortgage on any Lot, shall be entitled to a financial statement showing the statement

of operations and balance sheet of the Association for the immediately preceding fiscal year.

Section 5. Enforcement. Enforcement of these Covenants and Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in no way affect any other provision and all such other provisions shall remain in full force and effect.

Section 7. Nullity of Provision Violating Mortgage. To the extent that any provision

contained in this Declaration is deemed a violation of any provision of any mortgage to which the

property is or shall become subject, such provision shall be null and void and of no force or effect.

Section 8. Counterparts. This Amendment to the Declaration may be executed in several

counterparts, each of which shall be deemed an original, and all of such counterparts together shall

constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned Owners have executed the same on the day the same

bears date.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

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	IN WITNESS WHEREOF, Susa	an E. Bennett	, as Truste	e of the B	ennett Revocable	Trust, has
hereui	nto set his signature and seal	this the 🖊 🧒	day of	Lieux	Box 2016.	

Susan E. Bennett

THE STATE OF ALABAMA )
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Susan E. Bennett, as Trustee of the Bennett Revocable Trust, whose name is signed to the foregoing deed and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily as said Trustee and with full authority on the day the same bears date.

Given under my hand and official seal this the 10 day wecem rec\_\_\_\_\_\_ 2016.

**SEAL** 

Notary Public

My Commission Expires\_

KAY E DUMMIER
My Commission Expires
July 30, 2019

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Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF, Lynn A. Blackwell and Robert W. Blackwell, wife and husband, have hereunto set their signatures and seals on this the 28th day of December, 2016.

Lynna. Blackwell

Robert W. Blackwell

Robert W. Blackwell

THE STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lynn A. Blackwell and Robert W. Blackwell, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day of lecember 2016.

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires July 30, 2019

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IN WITNESS WHEREOF, Julie O. Blaising and William Blaising, wife and husband, have hereunto set their signatures and seals on this the <u>مرا حر حسلمب</u>, 2016. William Blaising THE STATE OF ALABAMA **COUNTY OF SHELBY** I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Julie O. Blaising and William Blaising, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the day we cember SEAL Notary Public/ My Commission Expires **HAY E DUMMIER** aiy Commission Expires July 30, 2019

KAY E DUMMIER

My Commission Expires

July 30, 2019

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IN WITNESS WHEREO wife, have hereunto set their 2016.	F, Billy Wayne Bramblett and Lamoine Bramblett, husband and signatures and seals on this the 1/1th day of recember.
	Billy Wayne Bramblett
	Lamoine Bramblett
THE STATE OF ALABAMA COUNTY OF SHELBY	

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Billy Wayne Bramblett and Lamoine Bramblett, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day of Necenter 2016.

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires
July 30, 2019

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IN WITNESS WHEREOF, Brian Burns and Erika	Burns, husband and wife, have hereunto
set their signatures and seals on this the $28^{4}$ day of _	December, 2016.

Brian Burns

Erika Burns

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Brian Burns and Erika Burns, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of 16 com be 2016.

**SEAL** 

Notary Public

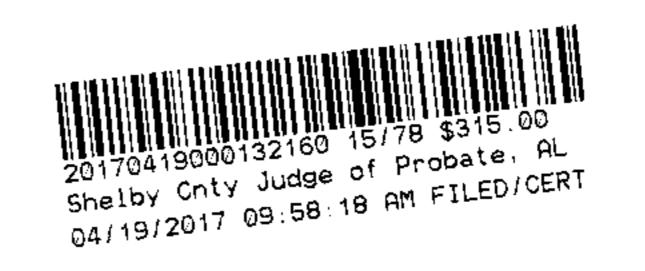
My Commission Expires\_

PUBLIC PUBLIC

KAY E DUMMIER My Commission Expires July 30, 2019

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	. Click and Michelle Click, husband and wife, have this the May of TRANCE, 2016.
	Nathan P. Click
	Michelle Click
THE STATE OF ALABAMA ) COUNTY OF SHELBY )	
certify that Nathan P. Click and Michelle Cli who are known to me acknowledged befor contents of the conveyance, they executed date.	ary Public in and for said State and County, hereby ick, whose names are signed to the foregoing and re me on this day that, being informed of the I the same voluntarily on the day the same bears eal this the day of Accember 2016.
SEAL	Notary Public  My Commission Expires  KAY E DUMMIER  Ny Commission Expires



IN WITNESS WHEREOF, Kay Dursignature and seal this the 19 day of 4	mmier, an unmarried woman, has hereunto set her anuary 2016. 2017  Kay Dummier  Kay Dummier
THE STATE OF ALABAMA ) COUNTY OF SHELBY )	
certify that Kay Dummier, whose name is	otary Public in and for said State and County, hereby signed to the foregoing deed and who is known to me at, being informed of the contents of the conveyance, and the same bears date.
Given under my hand and official	seal this the Atay Sanuary 2017.
SEAL	Bolic MC Cullers  Notary Public  My Commission Expires 9920

20170419000132160 16/78 \$315.00 20170419000132160 16/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT WITNESS WHEREOF, Steve Filler and Kay Filler, husband and wife, have hereunto set their signatures and seals on this the Aday of Accember, 2016.

Steve Filler

Kay Filler

THE STATE OF ALABAMA
COUNTY OF SHELBY

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Steve Filler and Kay Filler, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the // day of /// Lember 2016.

**SEAL** 

Notary Public /

My Commission Expires

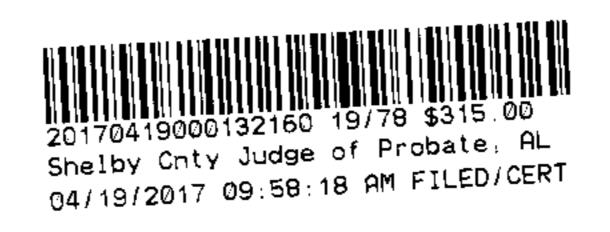
KAY E DUMMIER
My Commission Expires
July 30, 2019

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IN WITNESS WH the <u>/州</u> day of <u>)</u> 此仏	4	on Harrell has hereun	to set his signatu	re and seal this
		ر کورنا Cecil Barton Harrel	Sarton	Hamell
THE STATE OF ALABAMA COUNTY OF SHELBY	A )			
certify that Cecil Barton to me acknowledged conveyance, he execute	Harrell, whose nabefore me on this ed the same volunt	is day that, being in tarily on the day the s	oregoing deed and formed of the came bears date.	d who is known ontents of the
Given under my SEAL	hand and official s	seal this the <u>/#</u> hday _	Vecentre.	2016.
		Notary Public My Commission Ex	pires	LISA MARENO LAND  My Commission Expires  September 27, 2019

20170419000132160 18/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF, William F. Have hereunto set their signatures and seals	Hoskins and Barbara W. Hoskins, husband and wife, s on this the <u>ill</u> day of <u>lecember</u> , 2016.
	William F. Hoskins  Bachara W. Hoskins  Barbara W. Hoskins
THE STATE OF ALABAMA ) COUNTY OF SHELBY )	
certify that William F. Hoskins and Barbara V foregoing and who are known to me acknow of the contents of the conveyance, they exe bears date.	ry Public in and for said State and County, hereby W. Hoskins, whose names are signed to the wledged before me on this day that, being informed ecuted the same voluntarily on the day the same all this the <u>//</u> day of <u>Macembur</u> 2016.
SEAL	Say Dummier  Notary Public  My Commission Expires
	KAY E DUMMER  NOTARY My Commission Expires  July 30, 2019



IN WITNESS WHEREOF, Roy D. Johnson and Joan B. Johnson, have hereunto set their signatures and seals on this the 15 day of December, 2016.

Roy D. Johnson

THE STATE OF ALABAMA **COUNTY OF SHELBY** 

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Roy D. Johnson and Joan B. Johnson, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of 1 le Cember 2016.

SEAL

**Notary Public** 

My Commission Expires 10 18 2018

Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF	, Rose Marie King, a single v	woman, has hereunto set her signature
and seal this the <u>/ ?</u> day of _	December, 2016.	

Rose Marie King

THE STATE OF ALABAMA )
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Rose Marie King, whose name is signed to the foregoing deed and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day weember

2016

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires
July 30, 2019

20170419000132160 21/78 \$315.00 20170419000132160 21/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

	Kenneth R. McFeeters, a single man, has hereunto	set his
signature and seal this the	day of recenter, 2016.	
	Agent Sin	-
	Kenneth R. McFeeters	
THE STATE OF ALABAMA	}	
COUNTY OF SHELBY	)	
COOMIT OF SHEED!	·	
I the undersigned a	uthority, a Notary Public in and for said State and County,	horoby
_	Feeters, whose name is signed to the foregoing deed and	-
•		
_	before me on this day that, being informed of the contents	s or the
conveyance, ne executed the	e same voluntarily on the day the same bears date.	
	d and official seal this the 19day Secender	
Given under my hand	d and official seal this the 1/day	2016.
	· · · · · · · · · · · · · · · · · · ·	
SEAL	Zush Hore Zusin	
	- Just Hore Sure	<u>.</u> .
	Notary Public ' ' '	
	My Commission Expires	
	·	
	KRISTY HOPE KINZER	Buchey
	Notary Public - State of Alabama	
	My Commission Expires  January 23, 2017	
		:





IN WITNESS WHEREOF, Tammy Hudson McCarty, as Trustee of the Tammy McCarty Revocable Trust dated April 23, 2015, has hereunto set his signature and seal this the LD day of Decerto en 2016.

Jammy Hudson McEarty

Tammy Hudson McEarty

THE STATE OF ALABAMA )
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tammy Hudson McCarty, as Trustee of the Tammy McCarty Revocable Trust dated April 23, 2015, whose names are signed to the foregoing deed and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily as said Trustees and with full authority on the day the same bears date.

Given under my hand and official seal this the 20 day \(\int \)ecember (2016.

SEAL

**Notary Public** 

My Commission Expires /-3/18

Shelby Co. At Kaun Lea Lewis

20170419000132160 23/78 \$315.00 20170419000132160 23/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF,	, Brandye Mills has hereunto set his signature and seal this the
23 day of $3a$	_ 2 <del>016.2017</del>
	Menty / w
	Brandye Mills
THE STATE OF ALABAMA )	
COUNTY OF SHELBY )	
I, the undersigned author	ority, a Notary Public in and for said State and County, hereby
certify that Brandye Mills, who	se name is signed to the foregoing and who is known to me
•	is day that, being informed of the contents of the conveyance,
<del>-</del>	rily on the day the same bears date.
under my hand a	nd official seal this the 3 day of Samon 2018. \ \DF
PONTENTLAPOT	
SEPA COMPANY CON	
JUNE *)	
14 //	Notary Public
2020	My Commission Expires <u>ひっい</u> る020
107 ABATTO	
12 WITNESS WHEREOF,	Kelly Arrington has hereunto set his/her signature and seal this
the day of January	201 <i>6</i> .
	600
	Kelly Arrington
THE CTATE OF ALABAMA \	Kelly Attiligion
THE STATE OF ALABAMA )	
COUNTY OF SHELBY )	
L the undersigned auth	ority, a Notary Public in and for said State and County, hereby
•	
, , ,	ose name is signed to the foregoing and who is known to me
<del>-</del>	nis day that, being informed of the contents of the conveyance,
he/she everuted the same volu	intarily on the day the same bears date.

Given under my hand and official seal this the day of December 2014

OONNA ANN FOT TEATLAPCY SUNE 14 2020 TARY PUBLIC

My Commission Etgines Ob-14-2020

20170419000132160 24/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

	OF, Arthur Reginald Mosley and Julie M. Mosley have hereunto set n this the <u>i る</u> day of <u>DECEMBER</u> , 2016.
	Arthur Reginald Mosley
	Julie M. Mosley
THE STATE OF ALABAMA COUNTY OF SHELBY	)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Arthur Reginald Mosley and Julie M. Mosley, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of Accember 2016.

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires
July 30, 2019

20170419000132160 25/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT IN WITNESS WHEREOF, Sumner G. Nesbitt and Nancie E. Nesbitt, husband and wife, have hereunto set their signatures and seals on this the 10 day of 2000 day. 2016.

Sumner G. Nesbitt

Nancie E. Nesbitt

THE STATE OF ALABAMA (COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Sumner G. Nesbitt and Nancie E. Nesbitt, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the <u>M</u> day of <u>Mecent be</u> 2016.

**SEAL** 

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires
July 30, 2019

20170419000132160 26/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

	HEREOF, Frances Ower	•	has hereunto	set her signature
and seals on this the $\_$	7 day of Decem	<u>لموس</u> , 2016.		

Frances Owens

THE STATE OF ALABAMA )
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Frances Owens, whose name is signed to the foregoing and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the the day of Lecth bet 2015.

**SEAL** 

Notary Public

My Commission Expires

NOTARY PUBLIC

COMM. EXP. 09-12-2018

20170419000132160 27/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT IN WITNESS WHEREOF, Mahammed A. Qadeer and Sandra H. Qadeeer, husband and wife, have hereunto set their signatures and seals on this the day of 2016.

Mahammed A. Qadeer

Sandra H. Qadeer

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Mahammed A. Qadeer and Sandra H. Qadeer, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of December 2016.

SEAL

Notary Public

My Commission Expires  $O_1/I_0/2_0/2$ 

20170419000132160 28/78 \$315.00 20170419000132160 28/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF, Teddy Sherrod, a <u>wil</u> married with unmarried man, has hereunto set his signature and seal this the <u>the day of interesting</u> , 2016.		
Teddy Sherrod		
THE STATE OF ALABAMA ) COUNTY OF SHELBY )		
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Teddy Sherrod, whose name is signed to the foregoing deed and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.		
Given under my hand and official seal this the <u>//</u> day <u>Vecember</u> 2016.		
SEAL Lemmier		

Notary Public

20170419000132160 29/78 \$315.00 20170419000132160 29/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

My Commission Expires\_

KAY E DUMMIER My Commission Expires July 30, 2019

IN WITNESS WHEREOF, Bobby Statum and Diana Statum, husband and wife, have
hereunto set their signatures and seals on this the 10th day of, 2016.
Bolly Statum
Bobby Staturn
haliman Haliman
Diana Statum
THE STATE OF ALABAMA ) COUNTY OF SHELBY )
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bobby Statum and Diana Statum, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this the day of

SEAL

Notary Public

My Commission Expires 01/16/2017

20170419000132160 30/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

Rickard Joseph Stewart

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Rickard Joseph Stewart, whose name is signed to the foregoing and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of December 2016.

**SEAL** 

CHRISTOPHER JOSEPH
NOTARY PUBLIC
STATE OF ALABAMA
COMML EXP. 03-25-2020

Notary Hublic /
My Commission Expires 3/25/20

20170419000132160 31/78 \$315.00 20170419000132160 31/78 \$315.00 Shelby Cnty Judge of Probate: AL Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT IN WITNESS WHEREOF, John D. Talley, Jr., and Bette Sue Talley, as Trustees of the Talley Trust dated January 4<sup>th</sup>, 2011, has hereunto set his signature and seal this the 14 day of 12016.

John D. Valley

Bette Sue Talley

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that John D. Talley, Jr., and Bette Sue Talley, as Trustees of the Talley Trust dated January 4<sup>th</sup>, 2011, whose names are signed to the foregoing deed and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily as said Trustees and with full authority on the day the same bears date.

Given under my hand and official seal this the Hay Necember

2016.

**SEAL** 

Notary Public

My Commission Expires

HOTARY PUBLIC KAY E DUMMIER
My Commission Expires
July 30, 2019

20170419000132160 32/78 \$315.00 20170419000132160 32/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT IN WITNESS WHEREOF, Bruce John VanArsdale and Jan Densmore VanArsdale, husband and wife, have hereunto set their signatures and seals on this the <u>ll</u> day of <u>lecember</u>, 2016.

Bruce John VanArsdale

Jan Densmore VanArsdale

THE STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bruce John VanArsdale and Jan Densmore VanArsdale, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11 day of december 2016.

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER

My Commission Expires

July 30, 2019

20170419000132160 33/78 \$315.00 20170419000132160 as/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT IN WITNESS WHEREOF, Evan Robert VanArsdale and Laura VanArsdale, husband and wife, have hereunto set their signatures and seals on this the <u>il the day of exemples</u>, 2016.

Evan Robert VanArsdale

-Laura Van Arsdale

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Evan Robert VanArsdale and Laura VanArsdale, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the // day of Lecember 2016.

SEAL

Notary Public

My Commission Expires

KAY E DUMMIER
My Commission Expires
July 30, 2019

20170419000132160 34/78 \$315.00 Shalby Caty Judge of Probate: 6L

Shelby Cnty Judge of Probate: RL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF, Billy Joe Watson and Patricia P. Watson, husband and wife, have hereunto set their signatures and seals on this the  $\frac{8^{th}}{}$  day of  $\frac{\sqrt{2}}{\sqrt{2}}$  2016.

Billy Joe Watso

Patricia P. Watson

THE STATE OF ALABAMA **COUNTY OF SHELBY** 

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Billy Joe Watson and Patricia P. Watson, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

SEAL

Notary Public My Commission Expires <u>リーみみ - みみ</u>し

Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

IN WITNESS WHEREOF, Marion J. Yester and Elaine C. Yester, husband and wife, have hereunto set their signatures and seals on this the _//_ day of, 2016.
Marjon J. Yester  Elaine C. Yester
THE STATE OF ALABAMA ) COUNTY OF SHELBY )
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marion J. Yester and Elaine C. Yester, whose names are signed to the foregoing and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this the day of
SEAL  Out  Notary Public  My Commission Expires

20170419000132160 36/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT KAY E DUMMIER My Commission Expires July 30, 2019

IN WITNESS WHEREOF, Soth Connon, AVI at
Regions Bank as Trustee for Richard C. Swagler and Susan Margaret Swagler, have hereunto set his/her signatures and seals on this the 16th day of December.
hereunto set his/her signatures and seals on this the $\frac{16^{10}}{2}$ day of $\frac{\text{Vecenter}}{2}$
2016.
Regions Bank as Trustee
Negions Dank as musice
By: Seth Carron
Its: Assistant Vice Resident
THE STATE OF ALABAMA )
COUNTY OF SHELBY )
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that
2016.
SEAL 20170419000132160 37/78 \$315.00 20170419000132160 37/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT
Haren a. Retrects

**Notary Public** 

My Commission Expires <u>28-22-2016</u>

# Exhibit 1 Parcel 11-7-36-2-001-001.000

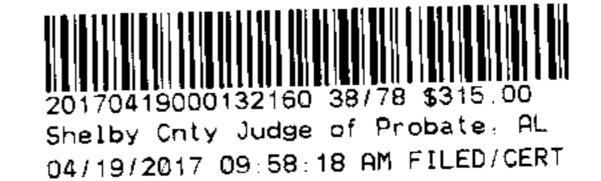
A percei of land situated in the N 1/2 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as fellows:

Commence at a PK Nail at the SE corner of the NE 1/4 of the NW 1/4 of Section 38, Township 19 South, Range 3 West, Shelby County, Alebama; thence N 80°55'20" W along the south line of said 1/4-1/4 section and the north line of Lot 10 of Valley Dale Estates as recorded in Map Book 4 Page 90 in the Office of the Judge of Probate in Shelby County, Alabama a distance of 41.23 feet to a 1/2" reber; thence N 89°08'15" W along the north line of Lot 10 a dietance of 532.22 feet to 1/2" reber at the NE corner of Lot 9; thence S 30°55'26" W along the northwestern line of Lots 9 through 7 and leaving said 1/4-1/4 line a distance of 378.54 feet to a reber capped Arrington at the NE corner of Lot 6; thence S 30°51'08" W a distance of 459.64 feet to a cross in a concrete curb at the eastern most corner of Lot 16 of Hayesbury Commercial Park Phase 1 as recorded in Map Book 30 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 57°39'15" W along the northeastern line of Lot 16 a dietence of 115.21 feet to a reber capped GSA at the northernmest corner of Lot 16; thence N 57'39"15" W leaving said Lot 16 180.78 feet to a reber capped GSA; thence N 57"29'23" W a distance of 82.63 feet to a 1" open pipe; thence N 0"11'40" E a distance of 20.73 feet to a rebar capped EDG also being the POINT OF BEGINNING; thence N 10'31'12" E a distance of 59.61 feet to a rebar capped EDG; thence N 8'38'10" E a distance of 83.53 feet to a reber capped EDG; thence N 27'00'19" E a distance of 92.30 feet to a rebar capped EDG; thence N 31'40'46" E a distance of 144.29 feet to a rebar capped EDG; thence N 3'14'36" E a distance of 47.18 feet to a rebar capped EDG; thence N 39'46'18" E a distance of 117.89 feet to a rebar capped EDG; thence N 52'37'47" E a distance of 85.44 feet to a reber capped EDG; thence N 52"33"55" E a distance of 83.66 feet to a reber capped EDG; thence N 58"23"16" E a distance of 211.78 feet to a reber capped EDG; thence N 54'02'28" E a distance of 74.00 feet to a reber capped EDG; thence N 65'31'27" E a distance of 82.36 feet to a reber capped EDG; thence N 65'06'57" E a distance of 280.00 feet to a reber capped EDG; thence N 56'25'11" E a distance of 70.81 feet to a reber cupped EDG; thence N 51'30'50' E a dietance of 72.02 feet to a reber capped EDG; thence N 71"40"52" E a distance of 51.82 feet to a rebar capped EDG; thence S 86'47'41" E a distance of 73.07 feet to a reber capped EDG; thence S 70'41'59" E a distance of 43.94 feet to a reber capped EDG; thence S 48'31'47" E a distance of 70.61 feet to a reber capped EDG; thence S 27'30'29" E a distance of 75.13 feet to a reber capped EDG; thence S 88'30'32' E a distance of 60.00 feet to a rebar capped EDG; thence N 00'29'28" E a distance of 208.50 feet to a rebar capped GSA at a point of curve to the left having a central angle of 36'15'41" and a radius of 106.33 feet, said curve subtended by a chord bearing N 17'38'23' W and a chord distance of 66.18 feet; thence along the arc of said curve a distance of 67.29 feet to a rebar capped GSA; thence S 54"13'47" W a distance of 30.00 feet to a mag neil on the centerline of Indian Lake Lane and on a curve to the left having a central angle of 3'11'50" and a radius of 76.33 feet, said curve subtended by a chord bearing N

37'22'08" W and a chord distance of 4.26 feet; thence along the arc of said curve and said centerline a distance of 4.26 feet to a mag nail; thence N 38'58'02" W slong said centerline a distance of 17.13 feet to a mag neil at a point of curve to the left having a central angle of 21'29'34" and a radius of 250.00 feet, said curve subtended by a chord bearing N 49'42'49" W and a chord distance of 93.23 feet; thence along the arc of said curve and along said centerline a distance of 93.78 feet to a mag nall; thence N 60"27"36" W along said centerline a distance of 59.72 feet to a mag neil at a point of curve to the left having a central angle of 33'26'35" and a radius of 122.91 feet, said curve subtended by a chord bearing N 77'10'54" W and a chord distance of 70.72 feet; thence along the arc of said curve and along said centerline a distance of 71.74 feet to a mag neil at a point of compound curve having a central angle of 0°13°04" and a radius of 356.96 feet, said curve subtended by a chord bearing \$ 86'12'21" W and a chord distance of 1.36 feet; thence along the arc of said curve and along said centerline a distance of 1.36 feet to a mag nex; thence S 00'47'41" E leaving said centerline a distance of 6.41 feet to a PK nail; thence S 67"09'53" E a distance of 341.49 feet to a rebar capped RCFA; thence S 58'56'35" W a distance of 128.77 feet to a reber capped EDG: thence N 13'57'20" W a distance of 19.31 feet to a reber capped EDG; thence S 56'14'39" W a distance of 417.16 feet to a rebar capped EDG; thence S 33'14'39" E a distance of 13.13 feet to a rebar capped RCFA; thence S 00'00'42" W a distance of 214.50 to a 1/2" rebar; thence S 52'44'02" W a distance of 411.26 feet to a rebar, thence S 0'11'40" W a distance of 351.17 feet to the POINT OF BEGINNING.

SUBJECT TO prescriptive right-of-ways of Indian Lake Drive and Indian Lake Lane.

OWNERS: JULIE O. BLAISING WILLIAM BLAISING



### Exhibit 2 Parcel 11-7-36-2-001-001.111

All that part of the Northeast ¼ of the Northwest ¼ of Section 36, Township 19, Range 3 West, situated in Shelby county, Alabama, and lying Northeast of Indian Lake Lane

20170419000132160 39/78 \$315.00

Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: BRANDYE MILLS KELLY ARRINGTON

# Exhibit 3 Parcel 11-7-36-2-001-002.000

Commence at the Northeast corner of the EN 1/4 of the NW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, said point being situated on the Mortherly right of way line of a county road; thence run in a Westerly direction along the North line of said quarter-quarter a distance of 41.35 feet; thence turn an angle to the left of 78 degrees 31 minutes and 11 seconds and run South O degrees 00 minutes a distance of 30.61 feet to the center line of said county road; thence run North 78 degrees 31 minutes and 11 seconds East a Mistance of 266.22 feet to the point of commencement of a curve to the right having a central angle of 63 degrees Ol minutes and 49 seconds and a radius of 163.10 feet; thence continue along the arc of said curve a distance of 179.42 feet to the end of said curve; thence run in a Southeasterly direction along the tangent extended to the last described curve a distance of 99.82 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Southwesterly direction a distance of 55.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southeasterly direction a distance of 30.00 feet to the point of beginning; from said point of beginning turn an angle to the right of 90 degrees 00 minutes to the tangent of a curve having a central angle of 9 degrees and 57 minutes and a radius of 730.43 feet; thence continue along the arc of said curve a distance of 126.85 feet; thence run South 35 degrees 57 minutes and 30 seconds East a distance of 282.51 feet to a point that is situated 9 feet Northwesterly of the lake edge (property described herein includes all property to water edge); thence run North 70 degrees 43 minutes East a distance of 163.22 feet to a point that is situated 5 feet Northwesterly of water edge; thence run North 69 degrees 25 minutes Best a distance of 173.55 feet to a point that is situated 5 feet Northwesterly of water edge; thence run North 52 degrees 47 minutes East a distance of 122.10 feet to its intersection with a Southwesterly right of way line of said sounty road, said point being a point of commencement of curve to the left (tangent to said curve having a bearing of North 48 degrees 31 minutes West) having & central angle of 44 degrees 28 minutes and a radius of 153.40 feet; thence continue along the arc of said curve a distance of 119.05 feet to the end of said curve; thence run South 87 degrees 01 minutes West & distance of 167.82 feet along the Southerly right of way line of said public road to the point of commencement of a curve to the right having a central angle of 54 degrees 32 minutes and a radius of 224.02 feet; thence continue along the arc of said curve & distance of 213.22 feet to the end of said curve and the point of commencement of another curve to the left having a central angle of 90 degrees and 00 minutes and a radius of 25.00 feet; thence continue along the arc of said curve a distance of 39.27 feet to the point of beginning. Said parcel contains 1.6 acres, more or less, according to survey of Coulter & Gay dated March 8, 1972 (being Parcel One).

OWNERS:
AMSOUTH BANK AS TRUSTEE FOR RICHARD C. SWAGLER TRUST AND THE SUSAN
MARGARET SWAGLER TRUST



Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

# Exhibit 4 Parcel 11-7-36-2-001-003.000

Parcel I:

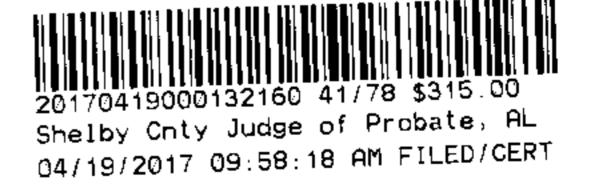
Source of Title: DEEDS 357 / Page 180

Commence at the NE corner of the NW% of the NW% of Section 36, Township 19S, Range 3W, Shelby County, Alabama; thence run in a Westerly direction along the North line of said 1/4 - 1/4 a distance of 41.35 feet; thence turn angle to the left of 78°, 31' 11" and run along a line having a bearing of South 0° 00' a distance of 30.61 feet; thence run North 78° 31' 11" East a distance of 266.22 feet to the point of commencement of a curve to the right having a central angle of 63° 1' 49" and a radius of 163.10 feet: thence continue along the arc of said curve a distance of 179.42 feet to the end of said curve; thence continue in a Southeasterly direction along the tangent extended to the last described curve a distance of 99.82 feet; thence turn angle to the right of 90° 00' and run in a Southwesterly direction a distance of 55.00 feet to the point of commencement of the curve to the left having a central angle of 14° 59' and a radius of 760.43 feet; thence continue along the arc of said curve a distance of 198.86 feet to end of said curve; thence run in a Southwesterly direction along the tangent extended to last described curve along a bearing of South 36° 34' West a distance of 219.41 feet; thence run South 53° 26" East a distance of 30.0 feet to the point of beginning; thence continue South 53° 26" East a distance of 231.93 feet to a point that is situated 7 feet Northwesterly of the water edge of Huckabee Lake (property included herein includes all property to the water edge of said lake); thence run North 64° 45' East a distance of 93.06 feet to a point that is situated 5 feet Northwesterly of the water edge; thence run North 36° 47' East a distance of 130.86 feet to a point that is situated 9 feet Northwesterly of the water edge; thence run North 38° 57' and 30" West a distance of 282.51 feet to its intersection with the Southeasterly right of way line of a county road, said point being situated on a curve; thence run in a Southwesterly direction along a curve having a central angle of 5° 02' and a radius of 730.43 feet a distance of 64.17 feet to the end of said curve; thence run in a Southwesterly direction along the tangent extended to the last described curve a bearing of South 36° 34" West a distance of 219.41 feet to the point of beginning. Minerals and mining rights excepted.

Parcel II

Source of Title: 20060713000338680

Commence at the NE corner of the NW1/4 of the NW1/4 of Section 36, Township 19S, Range 3W, Shelby County, Alabama; thence run in a Westerly direction along the North line of said 1/4 - 1/4 a distance of 41.35 feet; thence turn a deflection angle to the left of 78°, 31' 11" and run in a Southwesterly direction a distance of 30.61 feet; thence turn a deflect angle of 101°28'49" to the left and run in a Easterly direction a distance of 266.22 feet to the point of curvature of a curve to the right having a radius of 163.10 feet and a central angle of 63°01'49"; thence continue along the arc of said curve a distance of 179.42 feet to the point of tangency; thence continue tangent to the last described curve in a Southeasterly direction a distance of 99.82 feet; thence turn a deflection angle of 90° 00' 00" to the right and run in a Southwesterly direction a distance of 55.00 feet to the point of curvature of a curve to the left having a radius of 760.43 feet and a central angle of 14° 59' 00"; thence continue along the arc of said curve in a Southwesterly direction a distance of 198.86 feet to the point of tangency; thence continue tangent to the last described curve in a southwesterly direction a distance of 219.41 feet; thence turn a deflection angle of 90° 00' 00" to the left and run in a Southeasterly direction a distance of 30.00 feet to the POINT OF BEGINNING of the parcel of land described herein; thence continue along the last described course in a Southeasterly direction a distance 231.89 feet to a point; thence turn an interior angle of 61° 46' 03" and run to the right in a Southwesterly direction a distance of 48.00 feet to a point; thence turn an interior angle of 106° 48' 11" and run to the right in a Northwesterly direction a distance of 213.41 feet to the point of beginning. Said parcel containing 0.112 acres more or less.



OWNERS: BRUCE JOHN VANARSDALE JAN DENSMORE VANARSDALE AS TRUSTEES.

# Exhibit 5 Parcel 11-7-36-2-001-004.000

Commence at the Northeast corner of the NorthWest Quarter of the Northwest Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the North line of said quarter-quarter a distance of 41.35 feet; thence turn an angle to the left of 78 deg. 31 min. and 11 sec. and run along a line having a bearing of South 0 deg. 00 min. a distance of 30.61 feet; thence run North 78 deg. 31 min. and 11 sec. East a distance of 266.22 feet to the point of commencement of a curve to the right having a central angle of 63 deg. 01 min. and 49 sec. and a radius of 163.10 feet; thence continue along arc of said curve a distance of 179.42 feet to end of said curve; thence continue in a Southeasterly direction along the tangent extended to last described curve a distance of 99.82 feet; thence turn angle to the right of 90 deg. 00 min. and run in a Southwesterly direction a distance of 55.00 feet to the point of commencement of a curve to the left having a central angle of 14 deg. and 59 min. and a radius of 760.43 feet; thence continue along the arc of said curve a distance of 198.86 feet to the end of said curve; thence run in a Southwesterly direction along the tangent extended to last described curve along a bearing of South 36 deg. 34 min. West a distance of 219.41 feet; thence run South 53 deg. 26 min. East a distance of 30.0 feet to the point of beginning; thence run South 36 deg. 34 min. West a distance of 231.18 feet to the point of commencement of a curve to the left having a central angle of 42 deg. and 50 min. and a radius of 25.00 feet; thence continue around the arc of said curve a distance of 18.69 feet to the end of said curve and the point commencement of another curve to the night having a central angle of 68 deg. and 56 min. and a radius of 50.00 feet; thence continue around the

arc of said curve a distance of 60.16 feet; thence run South 27 deg. 20 min. East a distance of 180.49 feet to a point, situated 5 feet Northwesterly of the water's edge of Huckabee Lake (property herein described includes all property to the water edge); thence run North 32 deg. 16 min. East a distance of 152.40 feet to a point that is situated 12 feet Northwesterly of said water edge; thence run North 42 deg. 15 min. East a distance of 132.97 feet to a point that is 7 feet Northwesterly of the water's edge; thence run North 64 deg. 45 min. East a distance of 112.64 feet to a point that is 7 feet Northwesterly of the water's edge; thence run North 53 deg. 26 min. West a distance of 231.93 feet to the point of beginning. Said parcel contains 1.4 acres, more or less, according to survey of Coulter & Gay dated March 8, 1972, being Parcel Three.

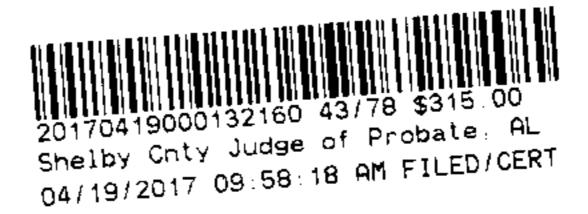
OWNERS: LYNN A. BLACKWELL & ROBERT W. BLACKWELL



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# Exhibit 6 Parcel 11-7-36-2-001-005.000

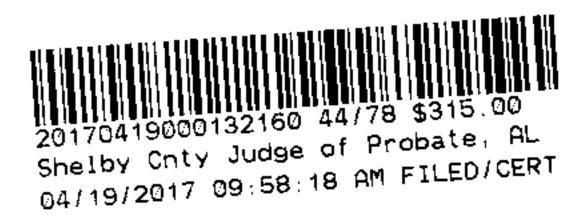
Commence at the NE corner of the NW ¼ of the NW ¼ of Section 36, Township 19 South, Range 3 West, thence run in a Westerly direction along the North line of said quarter-quarter a distance of 41.35 feet; thence turn an angle to the left of 78 degrees 31' 11" and run a distance of 356.05 feet; thence turn an angle to the right of 43 degrees 13' and run on a bearing South 43 degrees 13' West a distance of 167.40 feet; thence run South 18 degrees 59' West distance of 151.63 feet; thence run South 23 degrees 49' West a distance of 138.61 feet; thence run South 9 degrees 02' East a distance of 98.48 feet; thence run South 48 degrees 54' East a distance of 101.09 feet to the point of beginning; thence continue on last described course a distance of 150.52 fee to a point situated 5 feet more or less Northwesterly of the waters edge of Huckabee Lake; property contained herein included all properties to waters edge; thence run North 45 degrees 38' East distance of 64.82 feet to the a point 5 feet Northwesterly of said waters edge; thence run North 49 degrees 13' East distance of 102.66 feet to a point that is 5 feet Northwesterly of the waters edge; thence run North 27 degrees 20' West a distance of 180.49 feet to its intersection with the right or way of the cul-de-sac having a radius of 50.0 feet; thence run in a Westerly direction along the arc of said curve having a central angle of 39 degrees 22' 12" a distance of 34.36 feet; thence run South 35 degrees 36' West a distance of 208.22 feet to the point of beginning.



OWNERS: CECIL BARTON HARRELL ELIZABETH M. HARRELL ANDREW B. HARRELL

# Exhibit 7 Parcel 11-7-36-2-001-006.000

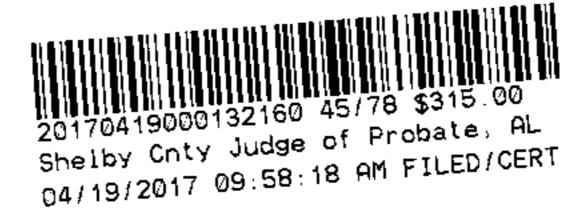
Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 19 South, Range 3 West; thence run in a Westerly direction along the North line of said Omerter-Ouarter a distance of 41.35 feet; thence turn an angle to the left of 78 degrees 31 minutes 11 seconds and run a distance of 356.65 feet; thence turn an angle to the right of 43 degrees 13 minutes and run on a bearing South 43 degrees 13 minutes West a distance of 167.49 feet; thence run South 18 degrees 58 minutes West a distance of 151.63 feet; thence run South 23 degrees 49 minutes West a distance of 138.61 feet; thence run South 09 degrees 02 minutes East a distance of 98.48 feet to the Point of Beginning; said Point of Beginning being situated 5 feet Southeasterly of the waters edge of Huckabee Lake, all properties to waters edge is intended to be included in this description; from said Point of Beginning run South 48 degrees 54 minutes East a direction of 81.00 feet; thence run north 35 degrees 36 minutes 44 seconds East a distance of 202.12 feet to its intersection with the right of way of a cul-de-sec having a radius of 58.00 feet; thence run in a Southeasterly direction along the arc of a curve having a central angle of 23 degrees 34 minutes 32 seconds a distance of 20.57 feet; thence run South 35 degrees 36 minutes West a distance of 208.22; thence run South 48 degrees 54 minutes East a distance of 150.52 feet to a Point that is 5 feet Northwesterly of the waters edge; thence run South 45 degrees 38 minutes West a distance of 80.00 feet to a Point that is 6 feet Northwesterly of the Waters Edge; thence run South 67 degrees 15 minutes West a distance of 202.30 feet to a point that is 8 feet Northerty of the waters edge; thence run North 59 degrees 53 minutes West a distance of 19.65 feet to a point that is 6 feet Southeasterly of the waters edge; thence run North 17 degrees 56 minutes East a distance of 256.32 feet to a point that is 5 feet Southeasterly of the waters edge; thence run North 09 degrees 92 minutes West a distance of 46.62 feet to the Point of Beginning. Lying and being situated in Shelby County, Alabama.



OWNERS: SUMNER G. NESBITT NANCIE E. NESBITT

# Exhibit 8 Parcel 11-7-36-2-001-007.000

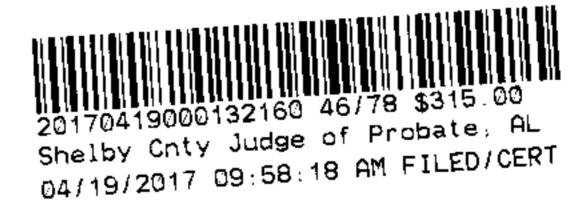
Commence at the Northeast corner of the NW4 of the NW% of Section 36, Township 19 South, Range 3 West; thence run in a Westerly direction along the North line of said quarter -quarter a distance of 41.35 feet; thence turn an angle to the left of 78 deg. 31 min. 11 sec. and run in a Southerly direction a distance of 356.05 feet; thence turn an angle to the right of 43 deg. 13 min. and run on a bearing of South 43 deg. 13 min. West a distance of 167.40 feet; thence run South 18 deg. 59 min. West a distance of 116.63 feet to the point of beginning; said point of beginning being situated 5 feet Southeasterly of the waters edge; all properties contained herein include property to the waters edge; thence continue on last described course a distance of 35.0 feet to a point that is 5 feet Southeasterly of the waters edge; thence run South 23 deg. 49 min. West a distance of 138.61 feet to a point that is 6 feet Southeasterly of the waters edge; thence run South 9 deg. 02 min. East a distance of 98.48 feet to a point that is 5 feet Southeasterly of the waters edge; thence run Southeasterly 48 deg. 54 min. East a distance of 81.00 fest; thence run North 35 deg. 36 min. 44 sec. East a distance of 202.12 feet to its intersection with the right of way line of a cul-de-sac having a radius of 50.0 feet; thence run in a Northwesterly, Northerly and Northeasterly direction along the arc of a curve having a central angle of 133 deg. 47 min. 16 sec. a distance of 120.24 feet to the end of said curve; run thence North 69 deg. Ol min. West for a distance of 157.18 feet to the point of beginning.



OWNERS: ROY DOUGLAS STEGALL REBECCA THORNTON STEGALL

# Exhibit 9 Parcel 11-7-36-2-001-008.000

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence run in a westerly direction along the North line of said quarter-quarter a distance of 41.35 feet; thence turn an angle to the left of 78 degrees 31 minutes and 11 seconds, and run South 0 degrees 00 minutes a distance of 222.39 feet to the point of beginning; thence continue on last described course South 0 degrees 00 minutes a distance of 133.66 feet; thence run South 43 degrees 13 minutes West a distance of 167.40 feet to a point that is 5 feet Southeasterly of the water's edge of Buckabee Lake (property described herein includes all property to the water's edge); thence run South 18 degrees and 59 minutes West a distance of 116.63 feet to a point that is 5 feet Southeasterly of the water's edge; thence run South 69 degrees 61 minutes East a distance of 157.18 feet to a point on curve of the north rightof-way line of a county road, said curve having a radius of 25 feet and a central angle of 42 degrees 50 minutes, the radius of said curve lying northwesterly from said point of curve on a bearing of North 10 degrees 36 minutes West; thence easterly and northeasterly along the arc of said curve for a distance of 18.69 feet to the end of said curve; thence North 36 degrees 34 minutes East along a line tangent to said curve and along the road right-of-way line for a distance of 325.59 feet; thence run North 53 degrees 26 minutes West a distance of 253.55 feet to the point of beginning. Said parcel contains 1.6 acres, more or less.



OWNERS: KAY E. DUMMIER

# Exhibit 10 Parcel 11-7-36-2-001-009.000

A tract of land situated in the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the NE corner of the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West; thence run West along the North said 1/4 - 1/4 section line 41.35 feet; thence 78 degrees 31 minutes 11 seconds left, 61.22 feet to the point of beginning; thence continue on last stated course 161.17 feet; thence 53 degrees 26 minutes 00 seconds left 253.55 feet; thence 90 degrees 00 minutes 00 seconds left 125.00 feet to a curve to the right, said curve having a central angle of 14 degrees 59 minutes 00 seconds and a radius of 790.43 feet; thence continue along the arc of said curve 208.70 feet to a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 25.00 feet; thence continue along the arc of said curve 39.27 feet to the point of tangency; thence continue along the arc of said curve 148.42 feet to the point of tangency; thence continue along the tangent 272.31 feet to the point of beginning.

20170419000132160 47/78 \$315.00 20170419000132160 47/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: NATHAN P. CLICK MICHELLE CLICK

### Exhibit 11 Parcel 11-7-36-2-001-010.000

Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama and run thence South 89 degrees 37 minutes 25 seconds East along the North line of said quarter-quarter section a distance of 273.75 feet to a found rebar corner and the point of beginning of the property. Parcel 1, being described; thence run South 89 degrees 44 minutes 16 seconds East a distance of 256.12 feet to a found rebar corner; thence run South 01 degrees 55 minutes 16 seconds East a distance of 188.18 feet to a found rebar corner; thence run South 61 degrees 39 minutes 59 seconds East a distance of 140.05 feet to a found rebar corner on the Northwesterly margin of Indian Lake Lane; thence run South 28 degrees 29 minutes 15 seconds West along said margin a distance of 151.70 feet to a rebar corner; thence run North 61 degrees 34 seconds 41 minutes West a distance of 357.51 feet to a set rebar; thence run North 09 degrees 16 minutes 51 seconds East a distance of 218.90 feet to the point of beginning.

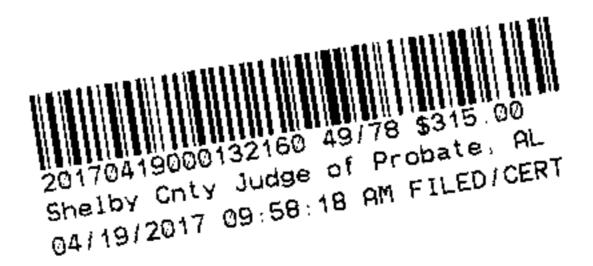
Also known as: Lot 3 according to the Resurvey of Tram Norris Survey as recorded in Map Book 34, Page 104, in the Office of the Judge of Probate of Shelby County, Alabama.

20170419000132160 48/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

> OWNERS: BRIAN BURNS ERIKA BURNS

### Exhibit 12 Parcel 11-7-36-2-001-010.001

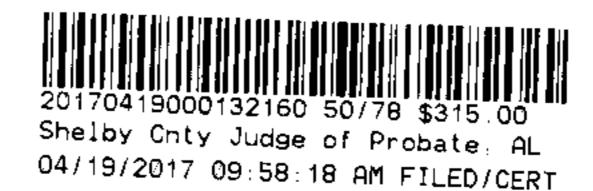
Commence at the Mortheast corner of the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama: thence run in a Westerly direction along the Worth line of said 1/4-1/4 for a distance of 256.31 feet to the point of beginning of the land herein described; thence continue along the last described course for a distance of 534 feet; thence turn an angle to the left of 92 deg. 04 min. 89 sec. and run in a Southerly direction for a distance of 188.10 feet: thence turn an angle to the left of 59 deg. 48 min. 19 sec. and run in a Southeasterly direction for a distance of 140 feet to a point on the Worthwest right of way line of a proposed read; thence turn an angle to the left of 90 deg. 00 min. and run in a Mortheasterly direction along the North right of way said proposed road for a distance of 20 feet to the point of commencement of a curve to the right, having a central angle of 61 deg. 52 min. 27 sec. and a radius of 447.11 feet; thence continue in a Mortheasterly and Basterly direction along the Northwesterly right of way line of said proposed road along the arc of said curve for a distance of 482.84 feet to the point of beginning; being situated in Shelby County, Alabame



OWNERS: NOAH WHITE SALLIE WHITE

# Exhibit 13 Parcel 11-7-36-2-001-010.003

Commence at the Mortheast corner of the Morthwest Quarter of the Worthwest Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence run West along the Morth 1/4-1/4 line 132.93 feet; thence turn left 77 deg. 25 min, 48 sec. and run Southerly 61.46 feet to a point on the South right-of-way of Indian Lake Lane (60 foot right of way), thence turn right 77 deg. 25 min. 48 mec. and run West 110.00 feet along said right of way to the point of a counterclockwise curve having a delta angle of 61 deg. 52 min. 27 sec. and a radius of 387.11 feet; thence run along the arc of said curve 418.04 feet to the point of tangent; thence continue tangent to said curve 104.10 feet along said right-of-way to the point of beginning; thence turn left 88 dag. 27 min. 06 sec. and run Southeast 303.53 feet; thence turn left 70 deg. 58 min. 15 sec. and run Wortheast 100.00 feet; thence turn left 90 deg. 43 min. 48 sec. and run Worthwest 346.29 feet to a point on the Mast right-of-way of Indian Lake Lane, said point being on a counter-clockwise curve having a delta angle of 14 deg. 48 min. 03 sec. and a radius of 387.11 feet; thence turn left 95 deg. 02 min. 48 sec. to tangent and run along the arc of said curve 100.00 feet; theace continue tangent to said curve 104.10 feet along said right-of-way to the point of beginning; being situated in Shelby County, Alabama,



OWNERS: RICKARD JOSEPH STEWART FAITH A. STEWART

# Exhibit 14 Parcel 11-7-36-2-001-010.004

A part of the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, more particularly described as follows: Commence at the NE corner of the NW 1/4 of the 1/4 of Section 36, Township 19 South, Range 3 West, thence run in a Westerly direction along the North line of said 1/4-1/4 a distance of 132.93 ft.; thence turn an angle to the left of 77 deg. 25 min. 48" and run in a Southerly direction a distance of 61.46 ft. to its intersection with the Southerly right of way line of a public road; thence turn an angle to the right of 77 deg. 25 min. 48" and run in a Westerly direction along the Southerly right of way line of said public road a distance of 110.0 ft. to the point of commencement of a curve to the left, having a central angle of 61 deg. 52 min. 27" and a radius of 387.11 ft.; thence continue along the are of said curve a distance of 418.04 ft. to the ead of said curve; thence continue in a southwesterly direction along the tangent, extended, continue along the Easterly right of way line of said public road a distance of 104.10 ft. to the point of beginning; thence continue on last described course a distance of 150.00 ft.; thence turn an angle to the left of 90 deg. 60 min. and run in a Southwesterly direction a distance of 276.24 ft.; thence turn an angle to the left of 82 deg. 46 min. 00" and run in a Noetheasterly direction a distance of 105.69 ft.; thence turn an angle to the right of 13 deg. 20 min. 39" and continue in a northeasterly direction a distance of 39.47 ft.; thence turn an angle to the left of 109 deg. 01 min. 45" and run in a Northwesterly direction a distance of 303.53 ft. to the point of beginning. Mineral and mining rights excepted. Situated in Shelby County, Alabama, as recorded in Map Book 331 Page 58, in the Probate Office of Shelby County, Alabama.

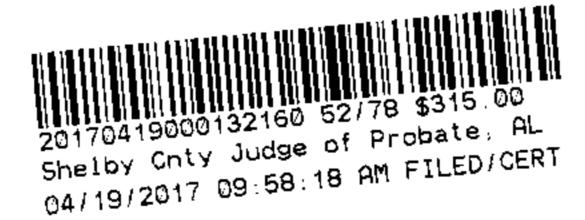
> 20170419000132160 51/78 \$315.00 20170419000132160 51/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

> > OWNER: TEDDY SHERROD

### Exhibit 15 Parcel 11-7-36-2-001-010.005

The following described real estate situated in Shelby County, Alabama, to-wit:

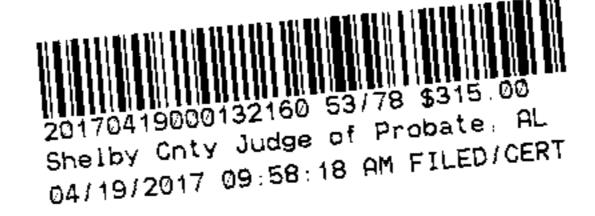
Commence at the Northeast corner of the NW 14 of the NW 14 of Section 36, Township 19 South, Range 3 West, thence run in a Westerly direction along the North line of said ¼ - ¼ a distance of 132.93 feet; thence turn an angle to the left of 77°25'48" and run in a Southerly direction a distance of 61.46 feet to its intersection with the Southerly right of way line of a public road; thence turn an angle to the right of 77°25'48" and run in a Westerly direction along the Southerly right of way line of said public road a distance of 110.0 feet to the point of commencement of a curve to the left having a central angle of 61°52'27" and a radius of 387.11 feet; thence continue along the arc of said curve a distance of 418.04 feet to the end of said curve; thence continue in a Southwesterly direction along the tangent extended. continuing along the Easterly right of way line of said public road a distance of 254.10 feet to the point of beginning; thence continue on last described course a distance of 160. 0 feet; thence turn an angle to the left of 90°00' and run in a Southeasterly direction a distance of 285.61 feet; thence turn an angle to the left of 120°06'18" and run in a Northeasterly direction a distance of 48.54 feet; thence turn an angle to the right of 37°20'18" and run in a Northeasterly direction a distance of 118.95 feet; thence turn an angle to the left of 97°14' and run in a Northwesterly direction a distance of 276.24 feet to the point of beginning.



OWNERS: MICHAEL RAYMOND WATTS BRENDA KNIGHT WATTS

# Exhibit 16 Parcel 11-7-36-2-001-010.006

Commence at the NorthEast corner of the NW % of the NW % of Section 36, Township 19 South, Range 3 West, thence run in a Westerly direction along the North line of said 14 - 14 a distance of 132,93 feet; therece turn an angle to the left of 77° 25' 48" and run in a Southerly direction a distance of 61.46 feet to its intersection with the Southerly R/O/W line of a public road; thence turn an angle to the right of 77° 25' 48" and run in a Westerly direction along the Southerly BAO/W line of said public road a distance of 110.0 feet to the point of Commencement of a curve to the left having a central angle of 61° 52' 27" and a radius of 387.11 feet; thence continue along the are of said curve a distance of 418.04 feet to the end of said curve; thence continue in a Southwesterly direction along the tangent extended, continuing along the Easterly R/O/W line of said public read a distance of 414.10 feet to the point of beginning of property herein described; from said point of beginning, continue on last described course a distance of 57.91 feet to the point of commencement of a curve to the left: having a central angle of 42° 50° 01" and a radius of 25.0 feet; thence continue on the arc of said curve a distance of 18.69 feet to the end of said curve and the point of commencement of another curve to the right, having a central angle of 132° 50° 41" and a radius of 50.0 feet; thence continue on the arc of said curve a distance of 115.93 feet; thence from the tangent of last described curve, turn an angle to the left of 103° 47' 58" and run in a Southerly direction for a distance of 49.64 feet: thence term an angle to the left of 19° 49' 04" and continue in a Southerly direction a distance of 56.39 feet; thence turn an angle to the left of 18° 17' 30" and run in a Southeesterly direction a distance of 110.80 feet; thence turn an angle to the left of 52° 55' 49" and run in an Easterly direction a distance of 20.21 feet: thence turn an angle to the left of 52° 55' 49" and run in a Northeasterly direction a distance of 92.61 feel; thence turn an angle to the right of 25° 45' and run in a Northeasterly direction for a distance of 74.52 feet; thence turn an angle to the right of 67° 02' and run in Southenatorly direction a distance of 52.78 feet; thence turn an angle to the left of 93° 30' and run in a Northeantesty direction a distance of 62.52 feet: thence turn an angle to the left of 12° 51' 48" and run in Martheasterly direction for a distance of 123.25 feet; thence term an angle to the left of 35° 46' and can in a Northerly direction a distance of 27.74 feet; thence turn as angle to the left of 59° 53' 42" and run in a Northwesterly direction a distance of 285.61 feet to the point of beginning.



OWNER: RICHARD L. DUNCAN

# Exhibit 17 Parcel 11-7-36-2-001-010.007

#### Parcel I:

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said NW 1/4 of the NW 1/4 of said Section 36 and run in a westerly direction along the North line of said 1/4-1/4 Section for a distance of 132.93 feet, said line also being the Northerly right of way line of Indian Lake Lane; thence turn an angle to the left of 77°25'48" and leaving said North line run in a southwesterly direction for a distance of 61.46 feet to a point on the Southerly right of way line of said Indian Lake Lane; said point being the point of beginning. From said point of beginning continue along the last described course for a distance of 304.18 feet; thence turn an angle to the right of 36°08'00" and run in a southwesterly direction for a distance of 12.58 feet; thence turn an angle to the left of 110°37'18" and run in a northwesterly direction for a distance of 62.48 feet; thence turn an angle to the left of 13°21'27" and run in a northwesterly direction for a distance of 122.78 feet; thence turn an angle to the left of 15°45'59" and run in a northwesterly direction for a distance of 158.11 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet and a central angle of 27°14'25"; thence turn an angle to the right of 112°33'32" to the tangent of said curve and run in a northeasterly to easterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 184.04 feet to the end of said curve; thence run in an easterly direction tangent to said curve and along said Southerly right of way line of Indian Lake Lane for a distance of 110.0 feet to the point of beginning of the herein described parcel of land.

#### Parcel II:

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said NW 1/4 of the NW 1/4 of said Section 36 and run in a westerly direction along the North line of said 1/4-1/4 section for a distance of 132.93 feet; said line also being the Northerly right of way of Indian Lake Lane; thence turn an angle to the left of 77°25'48" and leaving said North line run in a southwesterly direction for a distance of 61.46 feet to a point on the Southerly right of way line of said Indian Lake Lane; thence turn an angle to the right of 77°25'48" and run in a westerly direction along said Southerly right of way line for a distance of 110.00 feet to the beginning of a curve to the left having a radius of 387.10 feet and a central angle of 27°14'25"; thence run in a westerly to southwesterly direction along the arc of said curve and along the Southeasterly right of way line of said Indian Lake Lane for an arc distance of 184.04 feet to the point of beginning; From said point of beginning turn an angle to the left of 112°33'32" from the tangent of said curve and leaving said right of way line run in a Southeasterly direction for a distance of 158.11 feet; thence turn an angle to the right of 15°45'99" and run in a southeasterly direction for a distance of 122.78 feet; thence turn an angle to the right of 13°21'27" and run in a southeasterly direction for a distance of 62.48 feet; thence turn an angle to the right of 69°22'42" and run in a southwesterly direction for a distance of 114.42 feet; thence turn an angle to the right of 89°16'12" and run in a northwesterly direction for a distance of 346.29 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet and a central angle of 19°50'02"; thence turn an angle to the right of 84°57'10" to the tangent of said curve and run in a northeasterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 134.00 feet to the point of beginning of the herein described parcel of land.

> 20170419000132160 54/78 \$315.00 Shelby Cnty Judge of Probate, AL

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OWNER: KRISTEN H. SNABLE ADAM C. SNABLE

# Exhibit 18 Parcel 11-7-36-2-001-010.010

Commence at the Northwest corner of Section 36, Township 19 South, Range 3 West, run thence in a Southerly direction along the West line of said section for a distance of 317.78 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the left of 61 degrees 23 minutes 07 seconds and run in a Southeasterly direction for a distance of 550.16 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 85.59 feet to the point of beginning of a curve to the right, said curve having a central angle of 42 degrees 50 minutes 01 second and a radius of 25 feet; thence run along the arc of said curve to the right in a Southwesterly direction for a distance of 18.69 feet to the end of said curve; thence run along the tangent, if extended to said curve, in a Southwesterly direction for a distance of 451.44 feet to a point on the West line of Section 36. Township 18 South, Range 3 West; thence turn an angle to the right of 108 degrees 33 minutes 06 seconds and run in a Northerly direction for a distance of 493.97 feet to the point of beginning.

> 20170419000132160 55/78 \$315.00 20170419000132160 55/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

OWNER: ROY D. JOHNSON JOAN B JOHNSON

# Exhibit 19 Parcel 11-7-36-2-001-010.011

Begin 810 feet South of the Northwest corner of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence South 173.51 feet; thence East 112.48 feet; thence Southeasterly 422.34 feet; thence Northeasterly 104.09 feet; thence Northwesterly 320 feet; thence North 66.46 feet; thence Northeasterly 76.51 feet to a point lying on the right-of-way line of an unnamed private road; thence along said line, Northeasterly 78.22 feet; thence leaving said line Southwesterly 451.44 feet to the point of beginning.

20170419000132160 56/78 \$315.00 20170419000132160 56/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNER: ROY DAVID JOHNSON

# Exhibit 20 Parcel 11-7-36-2-001-010.015

Commence at the northwest corner of the northwest quarter of the northwest quarter of Section 36, Township 19 south, Range 3 west, Shelby County, Alabama and run thence South 00° 08' 27" East along the west line of said quarter-quarter section a distance of 244.59' to a point; Thence run south 61° 35' 20" East a distance of 124.69' to the point of beginning of the property being described; Thence run south 61° 35' 20" East a distance of 425.46' to a found rebar corner; Thence run North 28° 29' 15" East a distance of 214.72' to a set rebar corner; Thence run North 61° 34' 41" West a distance of 357.51' to a set rebar corner; Thence run South 46° 02' 13" West a distance of 225.37' to the point of beginning, containing 1.93 acres, more or less.

20170419000132160 57/78 \$315.00 Shelby Cnty Judge of Probate: AL

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OWNERS: John D. Talley & Bette Sue Talley as Trustees

# Exhibit 21 Parcel 11-7-36-2-001-011.000

A part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 19 South, Range 3 West, being more particularly described as follows: Begin at the Southwest corner of the Northwest quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Almbama; thence North along the West line of said Quarter-Quarter Section a distance of 318.23 feet (317.78 feet Deed); thence 85° 39' 45" right (85° 41' deed), a distance of 112.43 feet (112.48 feet deed); thence 50° 94' 23" (50° 03' deed) right, a distance of 140.03 feet (140.05 feet deed); thence 55° 67' right (measured and deed), a distance of 232.11 feet (measured and deed); thence 53° 28' left (deed and measured), a distance of 166.44 feet (deed and measured); thence 80° 13' 15" right (90° 33' deed), a distance of 30.95 feet (30.4 feet deed); thence 99° 51' 30" right (99° 27' deed), a distance of 199.67 feet (119.69 deed); thence 46° 49' 50" left (46° 43' deed), a distance of 124.97 feet (125.0 feet deed) to the point of beginning.

#### Also an Easement for ingress and Egress:

A part of the Southwest quarter of the Northwest quarter of Section 36, Township 19 South, Range 3 West, being more particularly described as follows: Commence at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 36; thence run Easterly along the North line of said quarter-quarter section a distance of 107.77 feet to the point of beginning of said easement; thence turn an angle to the right of 32 degrees 69 minutes 16 seconds and run Southensterly 69.53 feet; thence turn an angle to the left of 165 degrees 19 minutes 26 seconds and run Northwesterly 36.14 feet to a point on the North line of said quarter-quarter section; thence turn an angle to the left

of 46 degrees 49 minutes 50 seconds and run Westerly 17.21 feet to the point of beginning.

20170419000132160 58/78 \$315.00 20170419000132160 58/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS:
JAMES ROY HUTZLEY
WINIFRED MARIE HUTZLEY

# Exhibit 22 Parcel 11-7-36-2-001-012.000

Commence at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabams; thence East along the South line of said quarter-quarter section a distance of 166.21 feet to the point of beginning of tract of land herein described; thence 79 degrees 49 minutes 1eft 232.11 feet; thence 108 degrees 53 minutes right 117.06 feet; thence 8 degrees 08 minutes right 83.0 feet; thence 4 degrees 06 minutes right 83.5 feet; thence 94 degrees 51 minutes right 67.2 feet; thence 7 degrees 27 minutes 1eft 79.15 feet; thence 1 degree 26 minutes 1eft 99.18 feet; thence 99 degrees 27 minutes right 166.44 feet to the point of beginning.

According to survey of W. M. Varnon, Professional Land Surveyor, Ala. Cert. No. 9324, dated October 29, 1987.

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**OWNERS:** 

FRANCES OWENS

# Exhibit 23 Parcel 11-7-36-2-001-013.000

Begin at the Northwest corner of the Swt of the Nwt of Section 36, Township 19 South, Range 3 West, Shelby County, Alabema; thence East along the North line of said 1-1 line 125 feet; thence 46 deg. 43 min. right southeasterly 199.69 feet; thence 80 deg. 33 min. right 110 feet; thence 12 deg. 24 min. right 250.18 feet to the West line of said 1-1 line; thence 129 deg. 40 min. right along said 1-1 line 394.86 feet to the point of beginning.

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OWNERS: BILLY WAYNE BRAMBLETT LAMOINE BRAMBLETT

### Exhibit 24 Parcel 11-7-36-2-001-014.000

From the Northwest corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West run Easterly along the North boundary line of said 1/4 1/4 Section for 412.33 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 43 deg. 02 min. to the left and run Northeasterly 122.18 feet; thence turn 62 deg. 43 min. to the right and run Southeasterly 97.12 feet; thence turn 54 deg. 11 min. to the right and continue Southeasterly 121.0 feet; thence turn 43 deg. 26 min. to the right and run Southwesterly 171.95 feet; thence turn 18 deg. 28 min.. to the right and continue Southwesterly 178.06 feet; thence turn 30 deg. 21 min. to the right and continue Southwesterly 115.8 feet; thence turn 39 deg. 46 min to the right and run Northwesterly 36.2 feet; thence turn 60 deg. 55 min. to the left and run Southwesterly 120.83 feet; thence turn 16 deg. 32 min. to the right and continue Southwesterly 85.46 feet; thence turn 42 deg. 16 min. to the right and run Northwesterly 39.38 feet; thence turn

83 deg. 22 min. to the left and run Southwesterly 99.15 feet; thence turn 28 deg. 25 min. to the right and continue Southwesterly 137.35 feet; thence turn 125 deg. 49 min. to the right and run Northwesterly 135.1 feet; thence turn 09 deg. 28 min. to the right and run Northeasterly 157.29 feet; thence turn 45 deg. 4.0 min to the right and continue Northeasterly 238.2 feet; thence turn 11 deg. 59 min. to the left and continue Northeasterly 238.79 feet; thence turn 02 deg. 22 min. to the right and continue Northeasterly 79.2 feet, more or less, to the point of beginning. This land being a part of the West 1/2 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama.

#### LESS AND EXCEPT:

Lot A, according to the Survey of Lemonds Subdivision, as recorded in Map Book 18 page 62 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

#### LESS AND EXCEPT:

Let 1-A, according to the Survey of Stewarts Subdivision, as recorded in Map Book 21 page 127 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

LOT 2A, IN BENNETT'S ADDITION TO HUCKABEE LAKE, AS RECORDED IN MAP BOOK 27, PAGE 106, IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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OWNERS: SUSAN E. BENNETT AS TRUSTEE

# Exhibit 25 Parcel 11-7-36-2-001-014.001

Lot A, according to the Survey of Lemond's Subdivision, as recorded in Map Book 18, Page 62, in the Probate Office of Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: STEVE FILLER KAY FILLER

# Exhibit 26 Parcel 11-7-36-2-001-014.002

Lot 1-A, according to the Survey of Stewart's Subdivision, as recorded in Map Book 21, Page 127, in the Probate Office of Shelby County, Alabama.

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OWNERS: MONTE R. STEWART PAULA K. STEWART

# Exhibit 27 Parcel 11-7-36-2-001-014.003

LOT 2A, IN BENNETT'S ADDITION TO HUCKABEE LAKE, AS RECORDED IN MAP BOOK 27, PAGE 106, IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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OWNERS: Arthur Reginald Mosley Julie M Mosley

# Exhibit 28 Parcel 11-7-36-2-001-029.000

From the Northeast corner of the SW X of the NW X of Section 36, Township 19 South, Range 3 West, run Westerly along the North boundary line of the SW X of the NW X of Section 36, Township 19 South, Range 3 West for 30.0 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 89 degrees 17 minutes 56 seconds to the right and run Northerly parallel to the East boundary line of the NW X of the NW X of Section 36, Township 19 South, Range 3 West for 31.43 feet; thence turn an angle of 125 degrees 13 minutes to the left and run Southerly 562.11 feet; thence turn an angle of 54 degrees 47 minutes to the left and run Southerly 562.11 feet; thence turn an angle of 90 degrees 90 minutes to the left and run Easterly 150.00 feet; thence turn an angle of 90 degrees and 00 minutes to the left and run Northerly 636.78 feet, more or less, to the point of beginning.

This land being part of the W 1/2 of the NW 1/2 of Section 36, Township 19 South, Range 3 West.

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OWNERS: TAMMY HUDSON McCARTY AS TRUSTEE

### Exhibit 29 Parcel 11-7-36-2-001-030.000

BEGIN AT THE INTERSECTION OF THE WEST LINE OF INDIAN LAKE TRAIL AND THE SOUTH LINE OF THE NW1/4 OF SECTION 36 T19S R3W, SHELBY COUNTY, ALABAMA; THENCE GO NORTH ALONG SAID WEST LINE 671.53'; THENCE WESTERLY 150'; THENCE NORTHERLY 205.05' TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 298.25' TO THE SOUTHEAST LINE OF INDIAN LAKE DRIVE; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE 190.44'; THENCE SOUTHEASTERLY 306'; THENCE NORTHEASTERLY 233.47' TO POB. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36 T19S R3W, SHELBY COUNTY, ALABAMA.

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OWNERS: ROSE MARIE KING

### Exhibit 30 Parcel 11-7-36-2-001-031.000

BEGIN AT THE INTERSECTION OF THE WEST LINE OF INDIAN LAKE TRAIL AND THE SOUTH LINE OF THE NW1/4 OF SECTION 36 T19S R3W, SHELBY COUNTY, ALABAMA; THENCE GO NORTH ALONG SAID WEST LINE 671.53'; THENCE WESTERLY 412.98' TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE SAME LINE 188.98' TO THE WEST LINE OF A ROAD; THENCE TURN RIGHT AND FOLLOW THE WEST LINE OF SAID ROAD 239.37 FEET TO THE SOUTHEAST LINE OF INDIAN LAKE DRIVE; THENCE NORTHEASTELY ALONG SAID SOUTH LINE 179.25'; THENCE SOUTHEASTERLY 306'; THENCE SOUTHWESTERLY 100' TO POB. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36 T19S R3W, SHELBY COUNTY, ALABAMA.

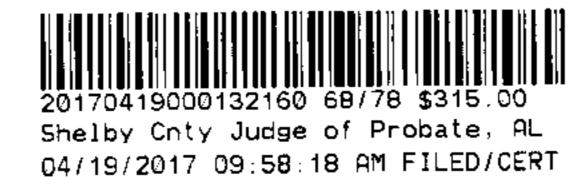
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OWNERS: WILLIAM F. HOSKINS BARBARA W. HOSKINS

### Exhibit 31 Parcel 11-7-36-2-001-032.000

From the Southwest corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, run Easterly along the South boundary line of said 1/4 1/4 section 263.0 feet; thence turn an angle of 79 deg. 07 mir. to the left and run Northeasterly 258.71 feet; thence turn an angle of 57 deg. 09 min. to the right and continue Northeasterly 187.85 feet; ther.ce turn an angle of 124 deg. 20 min. to the left and run Northwesterly 128.0 feet; thence turn an angle of 90 deg. 00 mir. to the right and run Northeasterly 133.0 feet to the point of beginning of the land described herein; thence turn an angle of 90 deg. 00 mir. to the left and run Northwesterly 150.0 feet to the point of a curve to the right; thence from point of said curve turn an angle of 103 deg. 27 mir. 30 sec. to the right for the chord of said curve; the length of chord being 70.82 feet; the intersection angle of said curve being 26 deg. 55 min. and the radius being 152.15 feet; thence from point of said curve run Northeasterly along the arc of curve for 71.49 feet to the point of tangent of above described curve; thence from the point of tangent of said curve turn an angle from the chord of said curve 13 deg. 27 mir. 30 sec. to the right and run Northeasterly along the tangent to above curve for 47.69 feet to a point of curve to the left, said curve having the following characteristics: Intersection angle of 17 deg. 37 min. radius 273.14 feet and length of curve being 84.0 feet; thence from point of above described curve run Northeasterly along the arc of said curve for 51.76 feet; thence from the chord of 51.76 feet of arc, turn an angle of 71 deg. 48 min. to the right and run Southeasterly 215.0 feet to a point on the West right of way line of a county road and on the arc of curve to the right said curve having the following characteristic: Intersection angle being 17 deg. 45 min. and the radius being 305,21 feet and the length of curve being 94.55 feet; thence from last said course turn an angle of 71 deg. 34 mir. to the right for the chord to the arc of above said curve; said chord being 64.21 feet; thence run Southwesterly along the arc of above said curve and along said right of way for 64.46 feet to the point of tangent of above curve; thence from the chord of above segment of arc of above curve turn an angle of 06 deg. 19 min. to the right and run along the tangent to above described curve and along said right of way for 101.10 feet; thence turn an angle of 102 deg. 01 min. 40 sec. to the right and run Northwesterly 161.5 feet to the point of beginning. This land being a part of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West. Situated in Shelby Courty, Alabama.

OWNERS
BILLY JOE WATSON
PATRICIA P. WATSON



### Exhibit 32 Parcel 11-7-36-2-001-032.001

A parcel of land situated in Section 36, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, run South 89°59'00" East a distance of 263.00 feet; thence North 10°54'00" East a distance of 258.71 feet; thence North 68°03'00" East a distance of 187.85 feet; thence North 56°17'00" West a distance of 120.00 feet; thence North 33°43'00" East a distance of 293.00 feet to the point of beginning; thence run South 56°17'00" East a distance of 120.00 feet; thence North 08°00'30" East a distance of 29.90 feet; thence North 04°03'00" East a distance of 82.82 feet to the point of beginning of a Curve to the right, said curve having a radius of 199.36 feet, central angle of 24\*29'00"; thence Continue along arc of said curve a distance of 85.19 feet; said arc being subtended by a chord which bears North 16°17'30" East a chord distance of 84.54 feet; thence North 28°32'00" East a distance of 59.34 feet to the beginning of a curve to the left, said curve having a radius of 99.23 feet central angle of 38°35'00"; thence continue along arc of said curve a distance of 66.85 feet; said arc being subtended by a chord which bears North 00°14'30" East, a chord distance of 65.60 feet; thence South 59°12'00" West a distance of 151.00 feet to the beginning of a curve to the left, said curve having a radius of 377.82 feet, central angle of 11°19'00"; thence continue along arc of said curve a distance of 74.62 feet said arc being subtended by a chord which bears South 53°32'30" West a chord distance of 74.50 feet; thence South 47°53'00" West, a distance of 57.80 feet; thence South 31°18'23" West S 42°11'00" West Deed a distance of 36.35 feet (32.32 feet deed); thence South 56° 17'00" East (South 74° 11'37" East Deed) a distance of 95.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

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OWNERS MARION J. YESTER ELAINE C. YESTER

# Exhibit 33 Parcel 11-7-36-2-001-033.000

A tract of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 19 South, Range 3 West, and run in an Easterly direction along the Southerly line of said 1/4-1/4 section a distance of 263.00 feet to a point; thence 79 degrees 07 minutes to the left in a Northeasterly direction of 178.71 feet to the point of beginning of the tract of land herein described; thence continue along the last described course a distance of 80.0 feet to a point; thence 57 degrees 09 minutes to the right in a Northeasterly direction a distance of 186.70 feet to a point; thence 107 degrees 12 minutes 10 seconds left in a Northeasterly direction a distance of 186.70 feet to a point on the Easterly right of way of Indian Lake Drive; thence 115 degrees 17 minutes 40 seconds to the left along said Easterly right-of-way line of Indian Lake Drive a distance of 186.03 feet to a point; thence 3 degrees 42 minutes to the right in a Southwesterly direction a distance of 73.64 feet to a point; thence 53 degrees 34 minutes 19 seconds to the left in a Easterly direction 120.31 feet to the point of beginning; being situated in Shelby County, Alabama.

#### Easement

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 19 South, Range 3 West; from the West line of said Southwest 1/4 of the Northwest 1/4 turn an angle to the right of 30 degrees 09 minutes 10 seconds and run in a Northeasterly direction for a distance of 360.7 feet; thence turn an angle to the left of 03 degrees 42 minutes and run in a Northeasterly direction for a distance of 106.03 feet; thence continue along the last described course for a distance of 75.79 feet; thence turn an angle to the right of 95 degrees 07 minutes and run in a Northeasterly direction for a distance of 24.21 feet; thence turn an angle to the right of 95 degrees 00 minutes 18 seconds and run in a Southeasterly direction for a distance of 17.21 feet; thence turn an angle to the right of 119 degrees 19 minutes 42 seconds and run in a Southwesterly direction for a distance of 157.31 feet; thence turn an angle to the right of 72 degrees 47 minutes 50 seconds and run in a Northwesterly direction for a distance of 157.31 feet; thence turn an angle to the right of 107 degrees 12 minutes 10 seconds and run in a Northwesterly direction for a distance of 153.52 feet to the point of beginning.

20170419000132160 70/78 \$315.00 Shelby Cnty Judge of Probate, AL

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OWNER:
JUSTIN D. MOON

# Exhibit 34 Page 1 Parcel 11-7-36-2-001-033.001

PART OF THE SW QUARTER OF THE NW QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

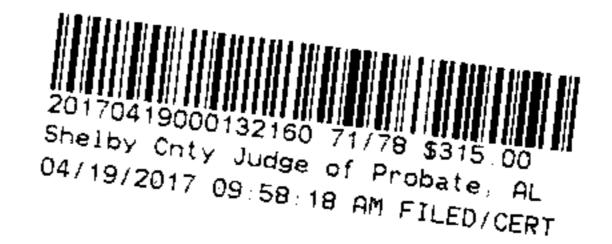
COMMENCE AT THE SW CORNER OF SW QUARTER OF THE NW QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, FROM THE WEST LINE OF SAID SW QUARTER OF NW QUARTER, THEN TURN AN ANGLE TO THE RIGHT OF 30 DEGREES 09 MINUTES 10 SECONDS AND

RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 360.70 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 3 DEGREES 42 MINUTES AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 106.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 75.79 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 8 DEGREES 07 MINUTES AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 24.21 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 95 DEGREES 00 MINUTES 18 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 261.70 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 119 DEGREES 19 MINUTES 42 SECONDS AND RUN IN A SOUTHWARDLY DIRECTION FOR A DISTANCE OF 153.52 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 72 DEGREES 47 MINUTES 50 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 171.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL NONEXECLUSIVE EASEMENT FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **EASEMENT I:**

COMMENCE AT THE SW CORNER OF THE SW QUARTER OF THE NW QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; FROM THE WEST LINE OF SAID SW QUARTER OF THE NW QUARTER TURN AN ANGLE TO THE RIGHT OF 30 DEGREES 09 MINUTES 10 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 360.7 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 3 DEGREES 42 MINUTES AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 106.3 FEET; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 75.79 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 8 DEGREES 07 MINUTES AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 24.21 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 95 DEGREES 00 MINUTES 18 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 261.7 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST STATED COURSE FOR DISTANCE OF 17.21; THENCE TURN AN ANGLE TO THE RIGHT OF 119 DEGREES 19 MINUTES 42 SECONDS AND RUN IN A SOUTHWESTERLY



DIRECTION FOR A DISTANCE OF 157.31 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 72 DEGREES 47 MINUTES 50 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION OF A DISTANCE OF 15.70 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 107 DEGREES 112 MINUTES 10 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 153.52 TO THE POINT OF BEGINNING, SHELBY COUNTY, ALABAMA.

#### EASEMENT II:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 30 DEGREES 55 MINUTES 47 SECONDS EAST A DISTANCE OF 360.70 FEET TO THE SOUTHEASTERN RIGHT OF WAY LINE OF INDIAN LAKE DRIVE; THENCE NORTH 27 DEGREES 12 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 105.95 FEET; THENCE NORTH 27 DEGREES 16 MINUTES 01 SECONDS EAST ALONG SAID RIGHT OF WAY LINE OF A DISTANCE OF 75.98 FEET: THENCE NORTH 35 DEGREES 20 MINUTES 47 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 133.00 FEET; THENCE SOUTH 54 DEGREES 39 MINUTES 13 SECONDS EAST A DISTANCE OF 311.50 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF INDIAN LAKE TRAIL, SAID POINT BEING A POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 53.13 FEET AND A CENTRAL ANGLE OF 47 DEGREES 10 MINUTES 38 SECONDS; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 43.75 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 00 DEGREES 05 MINUTES 38 SECONDS EAST A DISTANCE OF 42.52 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A FIFTEEN FOOT INGREES AND EGRESS EASEMENT, SAID EASEMENT LYING 7.5 FEET EACH SIDE OF SAID CENTERLINE; THENCE SOUTH 69 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 118.24 FEET TO THE SOUTHWESTERLY PROPERTY LINE OF SAID PARCEL, SAID POINT BEING THE END OF SAID CENTERLINE EASEMENT.

> 20170419000132160 72/78 \$315.00 Shelby Cnty Judge of Probate: AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: MAHAMMED A. QUADEER SANDRA H. QUADEER

# Exhibit 35 Parcel 11-7-36-2-001-033.003

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 Section 36, Township 19 South, Range 3 West; thence North 30 degrees 55 minutes 47 seconds East, a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 27 degrees 12 minutes 11 seconds East, along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East, a distance of 24.21 feet to the Point of Beginning; thence continue along the last described course and along said right of way line a distance of 108.79 feet; thence South 54 degrees 39 minutes 13 seconds East, a distance of 311.50 feet to a point on the western right of way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 feet and a central angle of 88 degrees 05 minutes 53 seconds; thence along the arc of said curve and said right of way line a distance of 81.70 feet, said arc subtended by a chord which bears South 20 degrees 33 minutes 15 seconds East, a distance of 73.88 feet to the end of said curve; thence South 41 degrees 19 minutes 07 seconds West, leaving said right of way line a distance of 99.46 feet; thence North 49 degrees 40 minutes 35 seconds West, a distance of 363.70 feet to the Point of Beginning.

> 20170419000132160 73/78 \$315.00 20170419000132160 73/78 \$315.00 Shelby Cnty Judge of Probate, AL 5helby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: BOBBY STATUM DIANA STATUM

# Exhibit 36 Parcel 11-7-36-2-001-033.005

LOT 3, ACCORDING TO THE FINAL PLAT OF INDIAN LAKE COVE, AS RECORDED IN MAP BOOK 31, PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

20170419000132160 74/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNER: KENNETH R. McFEETERS

# Exhibit 37 Parcel 11-7-36-2-001-036.000

#### PARCEL 1

Commence at the Southeast corner of the SM 1/4 of the NM 1/4 of Section 36, Township 19 South, Range 3 West; thence West along the South line of said 1/4-1/4 section for 30.0 feet; thence right 89 degrees 25 minutes 19 seconds and run 296.28 feet to the point of beginning; thence left 85 degrees 38 minutes 39 seconds for 138.16 feet; thence left 88 degrees 15 minutes 02 seconds and run 64.0 feet; thence right 83 degrees 47 minutes 55 seconds and run 75.2 feet; thence right 90 degrees and run 160.0 feet; thence right 99 degrees 59 minutes and run 175.94 feet to the P.C. of a curve to the right, said curve having a central angle of 80 degrees 45 minutes 07 seconds; thence along arc of said curve 78.56 feet; thence 20.48 feet along extended tangent to the point of beginning.

#### PARCEL 2

Commence at the SE corner of the SW 1/4 of the NW 1/4 Section 36, Township 19 South, Range 3 West, and run West along South line of said 1/4-1/4 section 30.0 feet; thence turn 89 degrees, 5 minutes, 19 seconds right and run 172.39 feet to the Point of Beginning, thence continue along last described course 123.88 feet; thence turn 85 degrees, 21 minutes, 21 seconds, left and run 138.16 feet; thence turn 88 degrees, 15 minutes, 2 seconds left and run 117.88 feet; thence turn 89 degrees, 39 minutes, 49 seconds left and run 151.82 feet to the Point of Beginning.

Mineral and mining rights excepted.

20170419000132160 75/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: KENNETH W. SAWYER ELIZABETH P. SAWYER

### Exhibit 38 Parcel 11-7-36-2-001-036.001

PART OF LOT 2, ACCORDING TO THE SURVEY OF KING PROPERTY SURVEY, AS RECORDED IN MAP BOOK 9, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 1073.50 FEET; THENCE 90 DEG. 54' LEFT NORTHERLY 239.58 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST MENTIONED COURSE 160.00 FEET TO THE SOUTH RIGHT OF WAY BOUNDARY OF A PAVED STREET; THENCE 80 DEG. 01' LEFT ALONG SAID STREET 109.46 FEET TO THE POINT OF CURVE TO THE LEFT SAID CURVE BEING SUBTENDED BY A CENTRAL ANGLE OF 26 DEG. 23' 30" AND RADIUS OF 238.82 FEET; THENCE AROUND THE ARC OF SAID CURVE 110.0 FEET; THENCE 81 DEG. 01' LEFT FROM TANGENT 174.17 FEET; THENCE 82 DEG. 34' 30" LEFT EASTERLY 194.43 FEET MORE OR LESS TO THE POINT OF BEGINNING.

20170419000132160 76/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

> OWNERS: MICHAEL WATTS KIMBERLY STAAB

### Exhibit 39 Parcel 11-7-36-2-001-036.002

A tract of land situated in the SW 1/4 of the NW 1/4, Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said 1/4 1/4 Section and run Westerly along South line 30.0 feet to the point of beginning; thence continue along last described course 383.07 feet; thence right 91 deg. 34 min. 09 sec. and run 157.56 feet; thence right 97 deg. 23 min. 28 sec. and run 114.04 feet; thence left 90 deg. 00 min. 05 sec. and run 80.0 feet; thence right 90 deg. 01 min. 18 sec. and run 145.2 feet; thence right 96 deg. 12 min. 56 sec. and run 53.69 feet; thence left 89 deg. 35 min. 59 sec. and run 151.28 feet to the West right of way of a county road; thence right 83 deg. 29 min. 32 sec. and run along said right of way 172.4 feet to the point of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

20170419000132160 77/78 \$315.00 Shelby Cnty Judge of Probate, AL 04/19/2017 09:58:18 AM FILED/CERT

OWNERS: TERRY A. MEREDITH CHRISTINE A. MEREDITH

# Exhibit 40 Parcel 11-7-36-2-001-037.000

A parcel of land in the Southwest quarter of the Northwest quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; described as follows; Commence at the Southwest corner of said 1/4-1/4 Section, thence run East along the South quarter-quarter line 636.0 feet to the point of beginning; thence turn left 87 degrees 11 minutes and run Northeast 346.24 feet to a point of the Southern right-of-way of Indian Lake Trail, thence turn right 69 degrees 36 minutes and run Northeast 205.78 feet along said right-of-way to the point of a clockwise curve having a Delta Angle of 00 degrees 12 minutes 30 seconds and a radius of 238.82 feet and a chord of 0.87 feet; thence run along the arc of said curve 0.87 feet; thence turn right 99 degrees 05 minutes 22 seconds from the chord of said curve and run Southeast 412.51 feet to a point on the South quarter-quarter line, and thence turn right 98 degrees 21 minutes 23 seconds and run West 274.00 feet along the North quarter-quarter line to the point of beginning; being situated in Shelby County, Alabama.

20170419000132160 78 Probate; AL Shelby Cnty Judge of AM FILED/CERT 04/19/2017 09:58:18 AM FILED/

OWNERS: EVAN ROBERT VANARSDALE