


STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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**DECLARATION OF PROTECTIVE
COVENANTS FOR CHELSEA FARMS
A RESIDENTIAL SUBDIVISION**

WHEREAS, the undersigned, Gallant Lake, LLC, an Alabama Limited Liability Company (which, together with its successors and assigns, is hereinafter referred to as "Developer") is the owner of all of that certain real property situated in Shelby County, Alabama which is more particularly described in "Exhibits A" attached hereto and incorporated herein by reference (the "Property"), and whereas the Developer is desirous of developing a residential subdivision on said Property known commonly as Chelsea Farms ("Chelsea Farms" or the "Development") and further subject the Development to certain Protective Covenants. For the purpose of these Protective Covenants (the "Covenants"), the term "lot" or "lots" and any parcel of land subdivided within the meaning of these Covenants means all lots currently located within the Property and all lots which may be included under these Protective Covenants in the future by the Developer.

WHEREAS, the Developer desires to subject all of the real property located within the Property and each Lot located thereon to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW THEREFORE, Developer does hereby expressly adopt the Covenants and limitations for any and all current and future Subdivision Plats as set forth in these Covenants and does hereby declare that the real property shown on "Exhibit A" and each Lot located therein and any Lots that may be included in any future development property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article V hereof.

Section 2. "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

Section 3. "Declaration" shall mean this entire document, as same may from time to time be amended.

Section 4. "Developer" shall mean Gallant Lake, LLC, an Alabama Limited Liability Company.

Section 5. "Living Area" shall mean as heated finished area, not to include porches, garages, basements, carports, or attics.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot. "Owner" shall include the Developer until such time as Developer has sold all Lots owned by it. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. "Owner" shall also include the family, invitees, licensees and lessees of the Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. There shall be one vote for each Lot in the Property notwithstanding that a particular Lot is owned by more than one person.

Section 7. "Property" or "Project" shall mean and refer to all the Lots within Chelsea Farms and all easements as reflected on the Record Map.

Section 8. "Protective Covenants" or "Covenants" shall mean all of those covenants, conditions and restrictions contained in this entire Declaration.


Section 9. "Purchaser" shall mean any person who acquires any Lot.

ARTICLE II EXCLUSIVE OWNERSHIP

Section 1. Exclusive Ownership. Each owner shall have exclusive ownership and possession of his or her or their Lot.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

Section 1. General Declaration. The Developer intends to sell and convey the Lots to Purchasers, subject to this Declaration and any subsequent amendment or supplement thereto. The Developer hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration as amended or supplemented from time to time. This Declaration is declared to be established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all parts thereof. All of the provisions of this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Developer, all Owners, and their respective heirs, successors, and assigns.


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ARTICLE IV EASEMENTS

Access Easement I: Developer has constructed a gravel road from Highway 69 to run throughout the Property. This road lies within an easement that varies in width from sixty to eighty feet. The purpose of this easement is to provide ingress, egress, drainage and utilities to all subdivided property within the Development. The Developer shall at all times maintain the right to utilize this easement for the purposes enumerated above. It shall be the homeowners' association's responsibility to maintain the roads, drainage and any environmental issues within said easement. See attached "Exhibit B" for better description of Access Easement I.

Access Easement II: Developer has constructed a gravel road from Highway 69 to run throughout the Property. This road lies within an easement that varies in width from sixty to eighty feet. The purpose of this easement is to provide ingress, egress, drainage and utilities to all subdivided property within the Development. The Developer shall at all times maintain the right to utilize this easement for the purposes enumerated above. It shall be the homeowners' association's responsibility to maintain the roads, drainage and any environmental issues within said easement. See attached "Exhibit C" for better description of Access Easement II.

Fence Easement: Developer has reserved a Twenty (20) foot easement running parallel with Highway 69 and running the full length of the property along said Highway 69. Said Easement shall begin at the point the County R.O.W. ends and said easement shall extend Twenty (20) feet into the Property from that point. Within this easement, Developer will build a fence that runs the length of the easement, and once installed, it shall be the homeowners' association's responsibility to maintain said fence.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee Membership. The Architectural Committee shall consist of three (3) members and the initial members shall be appointed by the Developer. In the event of death, resignation or other termination of any members, the Developer during the development stage (until all lots are sold by the developer) shall have full authority to appoint successor members. The Developer's appointed members shall serve until all lots are sold by the Developer whereupon, the Developer's control and authority and Developer's appointed members to the Architectural Committee shall cease and the Homeowners assume full control and authority over the Architectural Committee and may form an Association for such purpose. If the Developer, in its sole discretion, elects to relinquish this control before the sale of all the lots of the development, it shall have the authority to turn over Developer's rights to the Homeowners.

Section 2. Release. Neither the Architectural Committee nor any member thereof shall be liable to any Owner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the



United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

Section 3. Members. The three (3) members of the Architectural Committee appointed by the Developer are as follows: Connor Farmer, Wes Davis, and Tony DeJohn. The Architectural Committee shall serve without compensation for their routine, review and approval services.

ARTICLE VI RESTRICTIONS

Section 1. Use Restrictions. The Property will be used for residential purposes only except that a home business with a minimum of employees along with delivery services to that business is acceptable. No building or structure other than a single family residence and a detached barn shall be erected on any Lot within the Property except as otherwise permitted herein. Detached guest houses or in-law suites on any lot will be permitted contingent on Architectural Committee approval.

Prohibited uses include, but are not limited to:

- (a) dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to Owners;
- (b) keeping of any animals, birds, or fowl; provided that an Owner shall be permitted to keep dogs, cats, or other household or domestic pets so long as they are not kept, bred or maintained for any business or commercial use and they are not allowed by the Owner to become an annoyance or nuisance to other Owners; provided, however, that one (1) grazing animal (such as a horse, cow or goat) per one and one-half (1 ½) acre will be allowed and eight (8) chickens per Lot will be allowed. No roosters shall be allowed at any time;
- (c) exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; provided that timber harvesting and logging shall be permissible, provided that the lot owner shall be responsible for any road damage caused by such activity;
- (d) use of a single family residence by more than a single family unit;
- (e) any homeowner desirous or intending to install a fence on their lot whereby the fence in whole or in part is visible from either of Access Easement I or Access Easement II, as mentioned above, must have prior approval by the Architectural Committee before installing said fence; in addition, said fence must conform and match the style and material of the fence as contemplated by the "Fence Easement", as mentioned above; and,
- (f) no mobile or manufactured homes shall be allowed.

Any owner may request from the Architectural Committee at any time a determination of whether a prospective use of a Lot is permitted. A certificate to that effect signed by a majority of the Architectural Committee shall be deemed to be dispositive of this issue.

Section 2. Limitation on Size and Location of Structure.

(a) No structure shall be erected, altered, placed or permitted to remain on any lot other than a Single Family Residence not to exceed two and one half stories and a private garage for not more than four cars. Other than the reference to a barn in Section 1 above, no detached building other than the Single Family Residence shall be constructed or permitted on any Lot unless previously approved by the Architectural Committee. The Single Family Residence shall be located on each Lot in conformity with the setback requirements. No residence or other improvement on any Lot may be constructed within any easement area shown on the Subdivision Record Map. Additionally all Lots are subject to local zoning ordinances and buildings and improvements must adhere to said requirements unless waived or varied in writing by appropriate authorities.

(b) Minimum floor areas for homes in Chelsea Farms is as follows:

- (1) 2,000 square feet living area for a one story residence and 2,500 square feet. For a one and one-half story residence;
- (2) Two or more adjacent lots may be used to construct a Single Family Residence; and,
- (3) The Developers shall have the right to allow variances on minimum square footage for residences that are not visible from any roadway.

Section 3. Maintenance. All Single Family Residences, landscaping and other improvements upon individual Lots shall be continuously maintained by the Owner thereof so as to preserve a well-kept appearance, especially along the perimeters of any Lot.

Section 4. Storage of Boats, Trailers and Other Vehicles. No boats, or trailers may be parked or stored in any location that can be seen from the road for a period in excess of 48 hours, provided boats, recreational vehicles and the like may be stored indefinitely if they are stored in such a manner that they are incapable of being seen by another lot or home site. No service trucks, vans or vehicles or wrecked or disabled vehicles shall be stored or located on any Lot or street in the subdivision.

Section 5. Enforcement. If a determination is made by the Architectural Committee or Homeowners Association that any of the restrictions in this Article VI are being or have been violated upon any Lot, then the Architectural Committee or Homeowners Association shall so notify the Owner in writing, specifying the violation. If within thirty (30) days from such notification, the Architectural Committee shall make a second determination that sufficient progress has not been made to remedy the violation, the Architectural Committee may itself,

direct such actions to be taken as shall be necessary or appropriate to remedy such violation. The Owner shall be liable for the cost and expense of all such actions, including legal fees, and the Architectural Committee may treat all such costs and expenses therefore as a charge which shall become a lien of the Architectural Committee on the affected Lot enforceable by appropriate proceedings at law or in equity.

ARTICLE VII COMMON AREA ASSESSMENTS

Section 1. Assessments and Creation of Lien. Each Owner of a Lot, except for Developer, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Homeowners' Association, as later formed by the Developer for the benefit of Chelsea Farms, an Annual Assessments for road and other common area maintenance and upkeep. All Assessments, together with late charges, interest and all court costs and attorneys' fees incurred by the Developer to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot for which the Owner thereof is responsible for the payment of the same, which lien may be enforced. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lot and his grantee shall take title to such Lot subject to the equitable charge and continuing hence therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, court costs and attorneys' fees incurred with respect thereto by the Association shall also be a personal obligation of the person who was the Owner of the Lot at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. All Assessments shall be paid in such manner and on such dates as may be fixed by the Developer. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, Common Area, or any other portion of the Development or any other cause or reason of any nature.

Section 2. Computation of Assessments for Road and Common Areas Maintenance, including landscaping, the gate, and the roadway.

(a) Notwithstanding anything provided to the contrary in this Declaration, the Assessment for each Lot within the Development, except Lots owned by Developer and lots exempted shall commence and be due and payable initially on January 1, 2018 on a pro-rata basis and in the full amount on January 1st of each subsequent year. Annual Assessments shall be due and payable on January 1st and continuing until and including December 31st of each year and shall be One-Thousand-Two-Hundred-and-NO/100-Dollars (\$1,200.00) per year for each lot in the Development, except those owned by the Developer and those exempted. Any purchaser of any Lot sold after January of any year shall pay a pro rate share of the above Annual Assessment.

(b) Any lot may be subdivided, provided that each lot that is subdivided must be at least twenty (20) acres. In the event that any lot is subdivided into the minimum twenty (20) acre lots and both lots are owned by the same person or entity, then under that scenario, dues shall be paid only on the original lot. In the event that any lot is subdivided into the minimum twenty (20) acre lots and the subdivided lots are owned by different persons or entities, then under that scenario, dues shall be paid on both of the subdivided lots.

(c) Dues are subject to change when the Developer no longer owns lots with Chelsea Farms and a majority of the lot owners vote to change the dues to the required amount to properly maintain the roads and common areas within Chelsea Farms.

(d) Any dues that are not disbursed during the calendar year for which they were collected will be credited or disbursed to the lot owners.

ARTICLE VIII NATURE OF PROTECTIVE COVENANTS: DEFAULTS AND REMEDIES

Section 1. Protective Covenants Running with the Land. The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with such Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and his respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive period of ten (10) years, unless an agreement which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Probate Court of Shelby County, Alabama.

Section 2. Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the Developer, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

Section 3. Nature of Remedies, Waiver All rights, remedies and privileges granted to the Developer and the Owners, their respective heirs, successors and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

Section 4. No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE IX PERIOD OF DEVELOPER CONTROL

Section 1. Period of Developer Control. In view of the Developers investment, commitment and obligations in and to the Chelsea Farms Development, the Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the subdivision and development thereof in accordance herewith and any amendments hereto, and also the exclusive right to amend these Protective Covenants until the Developer sells one hundred percent (100%) of the lots within the subdivision or until the Developer elects to terminate its control of the project whichever shall first occur. This period of time shall be known as the "Control Period".

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, return receipt requested, to the street address of the Lot owned by such Owner, or such other address as the Owner may have furnished Developer.

Section 3. Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force effect.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Probate Court of Shelby County, Alabama.

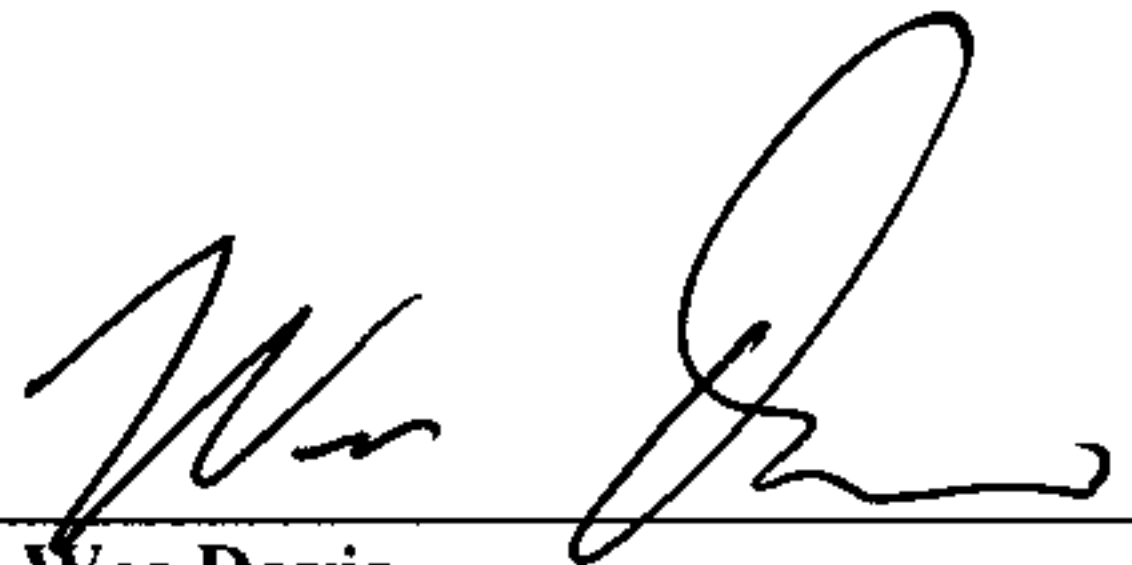
Section 5. Amendment by Owners. Subsequent to the "Control Period" heretofore referred to in Article VIII, an amendment may be proposed by written instrument signed by the Owners of not less than one-fourth (1/4) of the Lots within the Property. Such proposed amendment or amendments shall be considered at a meeting of the Owners after written or printed notice of such meeting stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the Owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to each Owner at the street address of his Lot, the postage thereon being prepaid. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of Owners who own not less than two-thirds (2/3) of the total Lots of the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Architectural Committee as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama, within twenty (20) days from




the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying this Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 18 day of August, 2017.

GALLANT LAKE, LLC

/s/ 
By: Wes Davis
Its: Member

(Notary Acknowledgement on Following Page.)


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STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wes Davis, whose name as Member of Gallant Lake, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company, on the day the same bears date.

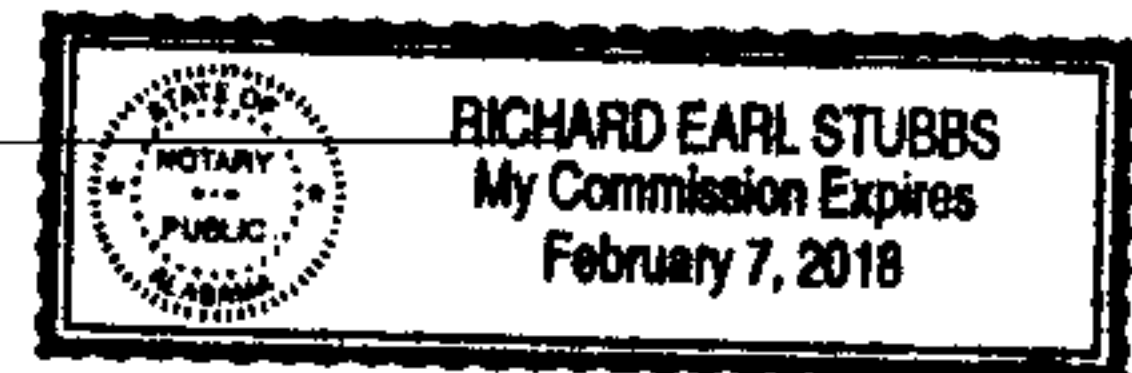
Given under my hand and official seal, this the 18th day of August, 2017.

SEAL




Notary Public

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

Tommy B. Majors IV, *Esq.*
The Majors Law Firm
4320 Eagle Point Pkwy
Birmingham, AL 35242




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“Exhibit A”

A parcel of land situated in the South 1/2 of Section 21, the South 1/2 of Section 22, the North 1/2 of Section 27, and the NE 1/4 of Section 28, all in Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of the SE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama; thence along the North line of said 1/4 section, N 89°49'24" E a distance of 2077.79' to a point on the southwesterly right of way of Shelby County Highway #69 (80' R.O.W.); thence along said right of way, S 63°40'26" E a distance of 677.44'; thence continue along said right of way with a curve turning to the right with an arc length of 413.80', with a radius of 4060.00', with a chord bearing of S 60°45'15" E, with a chord length of 413.62'; thence continue along said right of way, S 57°50'04" E a distance of 213.14'; thence continue along said right of way with a curve turning to the right with an arc length of 625.77', with a radius of 4620.00', with a chord bearing of S 53°57'14" E, with a chord length of 625.29'; thence continue along said right of way, S 50°04'25" E a distance of 339.34'; thence leaving said right of way, S 07°51'08" W a distance of 559.62'; thence S 82°08'41" E a distance of 954.80' to a point on the southwesterly right of way of Shelby County Highway #69 (80' R.O.W.); thence along said right of way, S 57°20'28" E a distance of 188.36'; thence continue along said right of way with a curve turning to the left with an arc length of 828.82', with a radius of 5290.00', with a chord bearing of S 61°49'46" E, with a chord length of 827.97'; thence leaving said right of way, S 33°21'08" W a distance of 70.38'; thence with a curve turning to the right with an arc length of 31.49', with a radius of 220.00', with a chord bearing of S 37°27'12" W, with a chord length of 31.47'; thence S 41°33'17" W a distance of 179.89'; thence with a curve turning to the right with an arc length of 222.38', with a radius of 370.00', with a chord bearing of S 58°46'22" W, with a chord length of 219.05'; thence S 75°59'27" W a distance of 265.63'; thence with a curve turning to the left with an arc length of 169.43', with a radius of 480.00', with a chord bearing of S 65°52'43" W, with a chord length of 168.55'; thence S 55°45'59" W a distance of 118.01'; thence with a curve turning to the left with an arc length of 177.02', with a radius of 280.00', with a chord bearing of S 37°39'18" W, with a chord length of 174.08'; thence S 19°32'38" W a distance of 272.73'; thence with a curve turning to the right with an arc length of 62.66', with a radius of 345.00', with a chord bearing of S 24°44'48" W, with a chord length of 62.57'; thence S 29°56'58" W a distance of 116.33'; thence with a curve turning to the left with an arc length of 132.64', with a radius of 530.00', with a chord bearing of S 22°46'48" W, with a chord length of 132.29'; thence S 15°36'38" W a distance of 147.63'; thence with a curve turning to the right with an arc length of 199.99', with a radius of 395.00', with a chord bearing of S 30°06'53" W, with a chord length of 197.86'; thence S 44°37'09" W a distance of 536.38'; thence with a curve turning to the left with an arc length of 104.70', with a radius of 630.00', with a chord bearing of S 39°51'29" W, with a chord length of 104.58'; thence S 35°05'49" W a distance of 320.10'; thence with a curve turning to the left with an arc length of 80.80', with a radius of 780.00', with a chord bearing of S 32°07'46" W, with a chord length of 80.77'; thence S 29°09'42" W a distance of 385.54'; thence with a curve turning to the left with an arc length of 28.02', with a radius of 455.00', with a chord bearing of S 27°23'52" W, with a chord length of 28.01'; thence N 60°58'30" W a distance of 1680.17'; thence with a curve turning to the left with an arc length of 36.80', with a radius of 300.00', with a chord bearing of N 11°23'25" W, with a chord length of 36.78'; thence N

14°54'16" W a distance of 284.88'; thence with a curve turning to the left with an arc length of 234.25', with a radius of 350.00', with a chord bearing of N 34°04'41" W, with a chord length of 229.90'; thence N 53°15'06" W a distance of 114.86'; thence with a curve turning to the right with an arc length of 174.51', with a radius of 200.00', with a chord bearing of N 28°15'19" W, with a chord length of 169.03'; thence N 03°15'31" W a distance of 109.54'; thence with a curve turning to the left with an arc length of 235.83', with a radius of 275.00', with a chord bearing of N 27°49'36" W, with a chord length of 228.67'; thence N 52°23'40" W a distance of 179.78'; thence with a curve turning to the right with an arc length of 91.73', with a radius of 325.00', with a chord bearing of N 44°18'31" W, with a chord length of 91.43'; thence N 36°13'21" W a distance of 436.41' to a point on the South line of said Section 21; thence along the South line of said Section 21, S 89°15'54" W a distance of 1951.24' to a point on the centerline of Salster Branch; thence along the centerline of Salster Branch the following bearings and distances: N 29°32'34" E a distance of 84.76'; N 14°35'06" W a distance of 41.10'; N 71°33'27" W a distance of 74.29'; N 54°49'56" E a distance of 71.01'; N 06°31'08" E a distance of 47.18'; N 85°45'01" W a distance of 77.02'; N 01°38'48" E a distance of 44.53'; N 35°36'41" E a distance of 99.90'; S 81°39'22" E a distance of 133.44'; N 05°42'36" E a distance of 117.97'; N 06°31'48" W a distance of 168.83'; N 70°09'55" W a distance of 113.16'; S 58°21'11" W a distance of 69.66'; N 83°34'27" W a distance of 45.13'; N 27°28'06" W a distance of 46.28'; N 44°48'12" E a distance of 66.04'; N 27°17'09" W a distance of 31.33'; S 86°48'16" W a distance of 68.80'; N 29°09'26" E a distance of 46.33'; N 80°17'12" E a distance of 52.68'; N 66°09'33" E a distance of 64.43'; S 86°44'19" E a distance of 57.84'; N 28°00'14" W a distance of 36.40'; N 76°38'30" W a distance of 37.74'; N 16°51'52" W a distance of 57.26'; N 81°27'47" W a distance of 108.07'; N 59°19'14" E a distance of 71.72'; S 81°46'42" E a distance of 49.68'; N 70°27'33" E a distance of 43.29'; N 00°28'36" W a distance of 88.76'; N 20°50'51" W a distance of 27.88'; N 66°07'13" W a distance of 61.70'; S 69°59'32" W a distance of 52.60'; N 59°22'16" W a distance of 38.57'; N 40°13'58" E a distance of 56.29'; N 61°50'31" E a distance of 40.29'; N 21°24'26" E a distance of 24.89'; N 56°39'51" W a distance of 54.74'; N 50°09'45" W a distance of 46.01'; N 55°21'38" E a distance of 133.29'; N 39°20'14" W a distance of 36.64' to a point on the North line of the South 1/2 of the SW 1/4 of said Section 21; thence along the North line of the South 1/2 of the SW 1/4 of said Section 21 and leaving the centerline of Salster Branch, N 88°06'08" E a distance of 876.75' to the NW corner of the SW 1/4 of the SE 1/4 of said Section 21; thence along the West line of the SE 1/4 of said Section 21, N 00°11'43" E a distance of 1309.67' to the Point of Beginning. The described parcel contains 399.24 acres, more or less.


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“Exhibit B”

A 60' ingress/egress & utilities easement situated in the SE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the SE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama; thence along the North line of said 1/4 section, N 89°49'24" E a distance of 2077.79' to a point on the southwesterly right of way of Shelby County Highway #69 (80' R.O.W.); thence along said right of way, S 63°40'26" E a distance of 319.49' to the Point of Beginning of a 60' ingress/egress & utilities easement lying 30' to either side of the following described centerline; thence S 26°19'34" W a distance of 62.37'; thence with a curve turning to the left with an arc length of 23.93', with a radius of 275.00', with a chord bearing of S 23°49'59" W, with a chord length of 23.92'; thence S 21°20'24" W a distance of 128.52'; thence with a curve turning to the right with an arc length of 149.47', with a radius of 275.00', with a chord bearing of S 36°54'40" W, with a chord length of 147.64'; thence S 52°28'55" W a distance of 101.76'; thence with a curve turning to the left with an arc length of 72.90', with a radius of 250.00', with a chord bearing of S 44°07'42" W, with a chord length of 72.64'; thence S 35°46'29" W a distance of 190.48'; thence with a curve turning to the right with an arc length of 48.53', with a radius of 450.00', with a chord bearing of S 38°51'51" W, with a chord length of 48.51'; thence S 41°57'13" W a distance of 174.14'; thence with a curve turning to the left with an arc length of 138.73', with a radius of 275.00', with a chord bearing of S 27°30'07" W, with a chord length of 137.26'; thence S 13°03'01" W a distance of 347.48'; thence with a curve turning to the left with an arc length of 40.46', with a radius of 400.00', with a chord bearing of S 10°09'10" W, with a chord length of 40.44' to the Point of Ending of the easement centerline.




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“Exhibit C”

A 60' ingress/egress & utilities easement situated in the SE 1/4 of Section 22 and the North 1/2 of Section 27, all in Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama; thence along the North line of said 1/4 - 1/4 section, S 88°36'16" W a distance of 417.56' to a point on the southwesterly right of way of Shelby County Highway #69 (80' R.O.W.); thence along said right of way, N 66°38'52" W a distance of 457.32' to the Point of Beginning of a 60' ingress/egress & utilities easement lying 30' to either side of the following described centerline; thence S 33°21'08" W a distance of 75.58'; thence with a curve turning to the right with an arc length of 35.79', with a radius of 250.00', with a chord bearing of S 37°27'12" W, with a chord length of 35.76'; thence S 41°33'17" W a distance of 179.89'; thence with a curve turning to the right with an arc length of 240.41', with a radius of 400.00', with a chord bearing of S 58°46'22" W, with a chord length of 236.81'; thence S 75°59'27" W a distance of 265.63'; thence with a curve turning to the left with an arc length of 158.84', with a radius of 450.00', with a chord bearing of S 65°52'43" W, with a chord length of 158.02'; thence S 55°45'59" W a distance of 118.01'; thence with a curve turning to the left with an arc length of 158.05', with a radius of 250.00', with a chord bearing of S 37°39'18" W, with a chord length of 155.43'; thence S 19°32'38" W a distance of 272.73'; thence with a curve turning to the right with an arc length of 68.10', with a radius of 375.00', with a chord bearing of S 24°44'48" W, with a chord length of 68.01'; thence S 29°56'58" W a distance of 116.33'; thence with a curve turning to the left with an arc length of 125.13', with a radius of 500.00', with a chord bearing of S 22°46'48" W, with a chord length of 124.80'; thence S 15°36'38" W a distance of 147.63'; thence with a curve turning to the right with an arc length of 215.18', with a radius of 425.00', with a chord bearing of S 30°06'53" W, with a chord length of 212.88'; thence S 44°37'09" W a distance of 536.38'; thence with a curve turning to the left with an arc length of 99.71', with a radius of 600.00', with a chord bearing of S 39°51'29" W, with a chord length of 99.60'; thence S 35°05'49" W a distance of 320.10'; thence with a curve turning to the left with an arc length of 77.69', with a radius of 750.00', with a chord bearing of S 32°07'46" W, with a chord length of 77.66'; thence S 29°09'42" W a distance of 385.54'; thence with a curve turning to the left with an arc length of 26.17', with a radius of 425.00', with a chord bearing of S 27°23'52" W, with a chord length of 26.16' to the Point of Ending of the easement centerline.


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