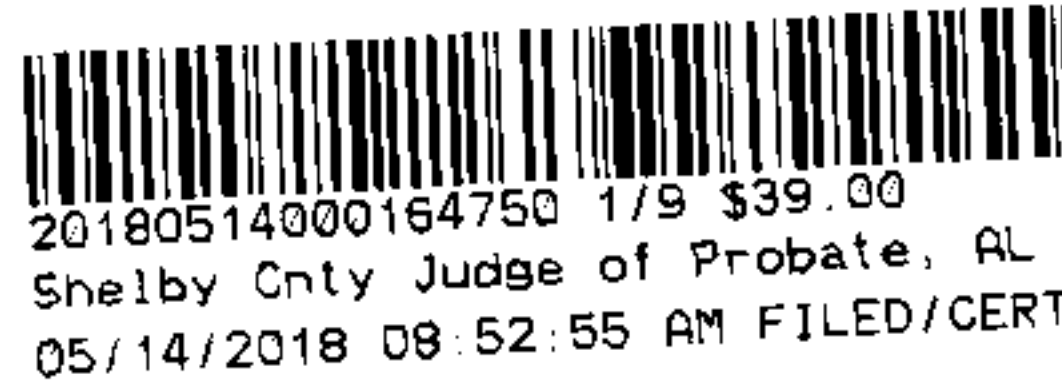


THIS INSTRUMENT PREPARED BY:

SouthPoint Bank
3500 Colonnade Pkwy Suite 140
Birmingham, AL 35243-0000

AFTER RECORDING RETURN TO:

SouthPoint Bank
3500 Colonnade Pkwy Suite 140
Birmingham, AL 35243-0000



(Space Above This Line For Recording Data)

LOAN NUMBER: 17005452

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on April 30, 2018, between CONNOR FARMER, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 120 BISHOP CIRCLE, PELHAM, Alabama 35124 ("Assignor") and SouthPoint Bank whose address is 3500 Colonnade Pkwy Suite 140, Birmingham, Alabama 35243 ("Assignee"), which is organized and existing under the laws of the State of Alabama. Assignor, in consideration of loans extended by Assignee up to a maximum principal amount of Five Hundred Seventy-five Thousand and 00/100 Dollars (\$575,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns and sets over to Assignee all right, title and interest in and to all rents, issues, profits and privileges (now due or which may hereafter become due) of the following described real property:

Address: 500 Spring Valley Drive, Chelsea, Alabama 35043
Legal Description: See Attached Exhibit

("Property") which secures the following:

- Loan with a principal amount of \$575,000.00

Assignor further grants all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use of occupancy of any part of the Property which may have been or which may hereafter be made or agreed to between Assignor and any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Property (collectively, the "Leases" and each, a "Lease").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Highpointe Rentals LLC to SouthPoint Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").



AMENDMENT OR MODIFICATION OF LEASES. With respect to any Leases executed upon the Property after the creation of this Assignment and so long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Assignee: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rental set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the rents, issues and profits derived from the use of the Property. Any of the above acts, if done without the written consent of Assignee, shall be null and void, and shall constitute a default under the Assignment and the Related Documents.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Assignee; (b) the Leases are valid and enforceable and no default exists under the Leases; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) said rents, issues and profits have not been sold, assigned, transferred or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Assignee agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the rents, issues or profits hereby assigned, but shall permit Assignor to collect all such rents, issues and profits from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Assignee that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Assignor for the benefit of Assignor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Borrower or any person obligated on the Indebtedness; or
- (g) Assignee deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Assignee may make, enforce, and modify any of the Leases; fix or modify rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Property for the protection thereof and of Assignee's rights hereunder and under the Related Documents, and any and all amounts expended by Assignee in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Assignee shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any



Indebtedness secured hereby in such order and manner as Assignee may determine and to the extent permitted by law.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Assignee to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means addressed to the party given at the beginning of this Assignment unless an alternative address has been provided to Assignee in writing. To the extent permitted by law, Assignor waives notice of Assignee's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Assignee under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Assignee is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE ASSIGNEE EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO ASSIGNEE. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Assignee.

ASSIGNABILITY. Assignee may assign or otherwise transfer this Assignment or any of Assignee's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Assignee.

ASSIGNEE'S RIGHTS AND REMEDIES. The rights and remedies of the Assignee under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Assignee has under this Assignment and the Related Documents.

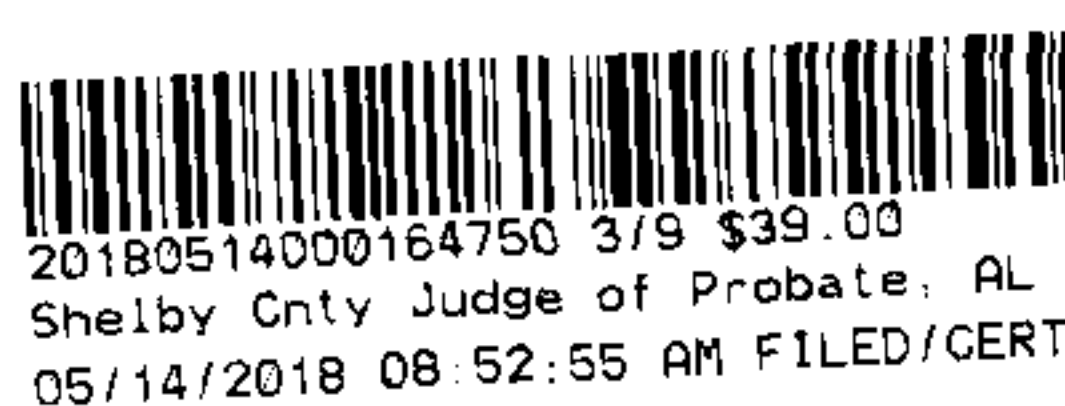
SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Assignee.

ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY. This Assignment shall constitute the entire agreement between Assignee and Assignor. Any modification of this Assignment shall be binding only if placed in writing and signed by the Assignee and Assignor. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

ATTORNEYS' FEES AND OTHER COSTS. Assignor agrees to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Assignment, including without limitation, reasonable attorneys' fees, to the extent permitted by law.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Alabama including all proceedings arising from this Assignment.



ORAL AGREEMENTS DISCLAIMER. This Assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.


CONNOR FARMER
Individually

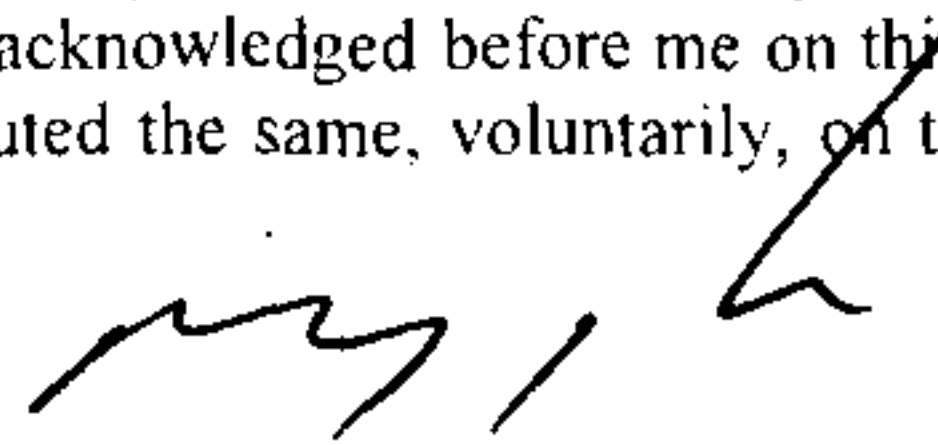
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Date

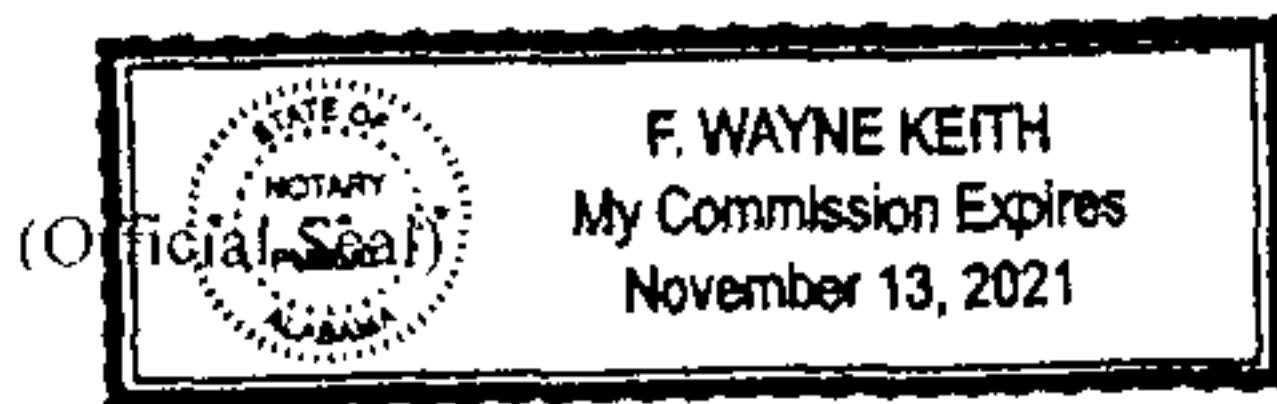
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)


I, _____, a _____, do hereby certify that CONNOR FARMER, an individual who is either single or whose spouse doesn't hold any ownership interest, 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 Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:





Identification Number


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Shelby Cnty Judge of Probate, AL
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SCHEDULE C

SCHEDULE C

The Land is described as follows:

PARCEL I: Parcel ID 09-6-23-0-000-002.047 (Parcel I)

Commence at a 1/4 inch rebar in place being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 03' 43" East along the West boundary of said 1/4 - 1/4 section for a distance of 399.56 feet; thence proceed North 47° 50' 21" East for a distance of 743.85 feet to the point of beginning; from this beginning point continue North 47° 50' 21" East for a distance of 1057.59 feet to a point on the East boundary of the Southwest 1/4 of the Northwest 1/4; thence proceed North 00° 10' 40" West along the East boundary of said Southwest 1/4 of the Northwest 1/4 for a distance of 1055.99 feet to a 2" disc in place being the Northeast corner of the said 1/4- 1/4 section; thence proceed South 63° 41' 12" West for a distance of 960.81 feet (set " rebar); thence proceed South 48° 10' 24" East for a distance of 308.48 feet (set " rebar); thence proceed South 07° 29' 55" West for a distance of 1144.00 feet to the point of beginning.

LEGAL DESCRIPTION CONTINUED: PARCEL ID 09-6-23-0-000-002.34 (Parcels II-VI)

PARCEL II

A parcel of land in the NE 1/4 of NW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

From Southwest corner of the NE 1/4 of NW 1/4 of Section 23, Township 19 South, Range 1 West; run thence East along the South boundary of said NE 1/4 of NW 1/4 a distance of 17.49 feet to a point in the center of a 60 foot easement for ingress, egress and utilities as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1996-10930, being the point of beginning of herein described parcel of land; thence turn 55° 25' 49" left and run 99.24 feet along said easement centerline; thence turn 06° 03' 54" left and run 104.89 feet along said easement centerline; thence turn 61° 29' 43" right and run 1036.79 feet to a point in the centerline of aforementioned 60 foot easement; thence turn 55° 00' 37" right and run 94.73 feet along said easement centerline; thence turn 34° 30' 41" left and run 121.88 feet along said easement centerline to a point on the East boundary of aforementioned NE 1/4 of NW 1/4; thence turn 68° 14' right and run 53.62 feet to the SE corner of said NE 1/4 of NW 1/4; thence turn 91° 16' 04" right and run 1312.82 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

PARCEL III:

Commence at a disc in concrete accepted as the SE corner of the NE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 44' 01" West along the East boundary of said NE 1/4 of the SW 1/4 and along the East boundary of the SE 1/4 of the NW 1/4 for a distance of 1589.13 feet to the point of beginning; from this beginning point, thence proceed North 88° 24' 40" West for a distance of 131.94 feet to a point on the Westerly right of way of a 60 foot ingress and egress and utility easement; thence continue North 88° 24' 40" West along the Southerly right of way of said easement for a distance of 420.87 feet; thence proceed South 29° 48' 34" West for a distance of 345.52 feet to a point on the South boundary of the SE 1/4 of the NW 1/4; thence proceed South 89° 15' 59" West along the South boundary of said 1/4- 1/4 Section for a distance of 609.83 feet to the SW corner of said SE 1/4 of the NW 1/4; thence proceed North 00° 23' 23"



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SCHEDULE C

(Continued)

West along the West boundary of said SE 1/4 of the NW 1/4 for a distance of 1352.78 feet to the NW corner of said 1/4- 1/4 Section; thence proceed South 89° 37' 46" East along North boundary of said 1/4- 1/4 Section for a distance of 1329.81 feet to the NE corner of said 1/4- 1/4 Section; thence proceed South 00° 44' 01" East along the boundary of said 1/4 - 1/4 Section for a distance of 1051.95 feet to the point of beginning. Being located in the SE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

PARCEL IV:


Commence at 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4- 1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 89° 50' 22" West along the South boundary of said 1/4- 1/4 section for a distance of 1188.13 feet to a 1/4" capped rebar in place, said point being the Southwest corner of said 1/4 - 1/4 section; thence proceed North 00° 03' 43" East along the West boundary of said 1/4- 1/4 section for a distance of 399.56 feet; thence proceed North 47° 50' 21" East for a distance of 743.85 feet to the point of beginning. From this beginning point continue North 47° 50' 21" East for a distance of 1057.59 feet to a point on the East boundary of the Southwest 1/4 of the Northwest 1/4; thence proceed South 00° 11' 40" East along the East boundary of said Southwest 1/4 of the Northwest 1/4 for a distance of 159.55 feet to a 1/2" rebar in place; thence proceed South 43° 58' 50" West for a distance of 635.49 feet; thence proceed South 39° 27' 52" West a distance of 257.17 feet; thence proceed North 59° 37' 49" West for a distance of 208.69 feet to the point of beginning.

PARCEL V:

Commence at a 1/2 inch capped rebar in place being the Southeast corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4 - 1/4 Section for a distance of 154.53 feet to a 1/2 inch capped rebar in place, said point being the point of beginning, from this beginning point continue South 89° 50' 22" West along the South boundary of said 1/4 - 1/4 Section for a distance of 1188.13 feet to a 1/4 inch rebar in place, said point being the Southwest corner of said 1/4- 1/4 Section; thence proceed North 45° 56' 18" East for a distance of 539.03 feet; thence proceed North 39° 27' 52" East for a distance of 799.22 feet; thence proceed North 43° 58' 50" East for a distance of 635.49 feet to a point on the East boundary of the SW 1/4 of the NW 1/4; thence proceed South 00° 15' 11" East along the East boundary of said SW 1/4 of the NW 1/4 for a distance of 139.51 feet to a 1/2 inch capped rebar in place, said point being the NW corner of the NE 1/4 of the SW 1/4; thence proceed North 89° 28' 57" East along the North boundary of said NE 1/4 of the SW 1/4 for a distance of 609.83 feet; thence proceed South 30° 02' 45" West for a distance of 1515.46 feet to the point of beginning.

LESS AND EXCEPT from Parcel V the following:

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point, proceed North 89° 50' 22" East along the South boundary of said 1/4- 1/4 section for a distance of 1188.13 feet to a 1/2 inch capped rebar in place; thence proceed North 30° 02' 45" East for a distance of 889.62 feet, thence proceed North 82° 17' 51" West for a distance of 108.12 feet, thence proceed South 30° 02' 45" West for a distance of 108.12 feet; thence proceed North 82° 17' 51" West for a distance of 746.31 feet; thence proceed South 39° 27' 52" West for a distance of 542.05 feet; thence proceed South 45° 56' 18" West for a distance of 539.03 feet to the point of beginning.


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SCHEDULE C

(Continued)

chord bearing and distance of North 55° 50' 09" West, 170.46 feet to the P.T. of said curve; thence proceed North 36° 06' 14" West along the centerline of said easement for a distance of 719.01 feet to the P.C. of a concave curve right having a delta angle of 61° 25' 00" and a radius of 150.0 feet; thence proceed Northeasterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 05° 23' 44" West, 153.20 feet to the P.T. of said curve; thence proceed North 25° 18' 45" East along the centerline of said easement for a distance of 567.56 feet; thence proceed North 45° 32' 56" East along the centerline of said easement for a distance of 145.01 feet; thence proceed North 28° 49' 11" East along the centerline of said easement for a distance of 129.52 feet; thence proceed North 01° 37' 44" West along the centerline of said easement for a distance of 118.63 feet; thence proceed North 88° 12' 38" West along the centerline of said easement for a distance of 455.65 feet; thence proceed South 50° 17' 22" West along the centerline of an easement narrowing to a 50 foot ingress, egress and utility easement for a distance of 128.50 feet; thence proceed North 85° 56' 09" West along the centerline of an easement widening to a 60 foot ingress, egress and utility easement for a distance of 324.07 feet; thence proceed North 01° 55' 00" East along the centerline of said 60 foot easement for a distance of 358.45 feet; thence proceed North 07° 09' 41" East along the centerline of said 60 foot easement for a distance of 261.55 feet.

LEGAL DESCRIPTION CONTINUED: EASEMENT #2 DESCRIPTION

60.0 Foot Non-Exclusive Easement for Ingress, Egress & Utilities Centerline Description to-wit:

From the SW corner of the Northeast 1/4 - Northwest 1/4 of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said Northeast 1/4- Northwest 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55° 25' 49" left and run 99.24 feet along said easement centerline and the following courses: 06° 03' 54" left for 104.89 feet; 12° 24' 30" left for 175.59 feet; 10° 38' right for 201.28 feet; 12° 54' 55" right for 165.02 feet; 05° 37' 50" left for 265.89 feet; 15° 35' 30" right for 323.69 feet; 13° 58' 30" left for 188.54 feet; 06° 44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180° 00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92° 06' 49" left and continue along said easement centerline a distance of 64.81 feet and the following courses: 54° 49' 11" right for 141.23 feet; 12° 33' 27" left for 110.76 feet; 20° 34' 50" left for 169.50 feet; 15° 05' 36" right for 86.16 feet; 36° 33' 41" right for 166.53 feet; 29° 09' 29" left for 97.38 feet; 14° 44' 38" left for 198.02 feet; 16° 40' 30" left for 276.22 feet; 34° 30' 41" left for 274.24 feet to a point on the South boundary of the Northwest 1/4- Northeast 1/4 of aforementioned Section 23; thence turn 02° 14' 58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65° 53' 34" and tangents of 100.00 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122° 12' 30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the Southwest 1/4 - Northeast 1/4 of Section 23, Township 19 South, Range 1 West; thence turn 180° 00' right and run 760.84 feet along said easement centerline; thence turn 57° 47' 30" left and run 338.44 feet along said easement centerline; thence turn 02° 42' 42" right and run 588.77 feet to the P.C. of a curve concave left, having a delta angle of 46° 35' 43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the P.T.; thence along the tangent centerline a distance of 77.80 feet; thence turn 116° 34' 50" left and run 68.62 feet along said easement centerline; thence turn 180° 00' right and run 211.45 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 17° 17' 51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the P.T.; thence along the tangent centerline a distance of 301.63 feet to the P.C. of a curve concave left, having a delta angle of 27° 09' 45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the P.T.; thence along the tangent centerline a distance of 214.77 feet to the P.C. of a curve concave right, having a delta angle of 30° 36' 35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the P.T.; thence along the tangent centerline a distance of 39.20 feet to the P.C. of a curve concave left, having a delta angle of 27° 45' 20" and



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SCHEDULE C
(Continued)

PARCEL VI:

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence proceed North 30° 02' 45" East for a distance of 781.67 feet to the point of beginning. From this beginning point continue North 30° 02' 45" East for a distance of 107.94 feet; thence proceed North 82° 17' 51" West for a distance of 108.12 feet; thence proceed South 30° 02' 45" West for a distance of 108.12 feet; thence proceed South 82° 17' 51" East for a distance of 108.12 feet to the point of beginning.

LESS AND EXCEPT from all parcels the following:

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 1188.13 feet to a 1/4" rebar in place, said point being the Southwest corner of said 1/4-1/4 section; thence proceed North 45° 56' 18" East for a distance of 539.03 feet; thence proceed North 39° 27' 52" East for a distance of 542.05 feet; thence proceed South 82° 17' 51" East for a distance of 167.0 feet to a 1/2" rebar, said point being the point of beginning. From this beginning point proceed North 33° 21' 43" East for a distance of 105.14 feet; thence proceed North 46° 38' 56" East for a distance of 95.31 feet; thence proceed North 82° 19' 33" East for a distance of 163.22 feet; thence proceed North 60° 55' 25" East for a distance of 97.34 feet; thence proceed North 43° 57' 04" East for a distance of 254.04 feet; thence proceed North 51° 16' 04" East for a distance of 386.91 feet; thence proceed North 61° 59' 17" East for a distance of 218.1.1 feet; thence proceed North 46° 16' 05" East for a distance of 192.64 feet; thence proceed South 88° 00' 40" East for a distance of 80.08 feet; thence proceed South 48° 07' 33" West for a distance of 256.97 feet; thence proceed South 62° 17' 42" West for a distance of 219.99 feet; thence proceed South 51° 13' 10" West for a distance of 382.22 feet; thence proceed South 43° 43' 39" West for a distance of 252.03 feet; thence proceed South 60° 14' 43" West for a distance of 109.72 feet; thence proceed South 22° 04' 54" West for a distance of 175.98 feet to a 1/2" rebar; thence proceed North 82° 17' 51" West for a distance of 246.37 feet to the point of beginning.

The above described land is located in the Northwest 1/4 of the Southwest 1/4; the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

LEGAL DESCRIPTION CONTINUED: EASEMENT #1

A 60 FOOT INGRESS, EGRESS AND UTILITY EASEMENT being 30 feet in equal width on each side of the following described line:

Commence at the Southwest corner of Northwest 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 89° 36' 25" East along the South boundary of said 1/4 – 1/4 section for a distance of 206.25 feet; thence proceed South 13° 15' 21" West along the centerline of said easement for a distance of 356.70 feet to a point on the cul-d e-sac of Signal Valley Trail and the point of beginning. From this beginning point proceed North 13° 15' 21" East along the centerline of said easement for a distance of 265.83 feet; thence proceed North 75° 08' 08" West along the centerline of said easement for a distance of 138.60 feet to P.C. of a concave curve right having a delta angle of 39° 51' 54" and a radius of 250.0 feet; thence proceed Northerly along the centerline of said easement and along the curvature of said curve for a




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tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the P.T.; thence along the tangent centerline a distance of 308.97 feet; thence turn $154^{\circ} 31' 35''$ left and run 278.49 feet along said easement centerline; thence turn $06^{\circ} 48'$ right and run 213.47 feet along said easement centerline; thence turn $00^{\circ} 50' 46''$ right and run 321.84 feet along said easement centerline; thence turn $180^{\circ} 00'$ right and run 321.84 feet along said easement centerline; thence turn $00^{\circ} 50' 46''$ left and run 213.47 feet along said easement centerline; thence turn $06^{\circ} 48'$ left and run 278.49 feet along said easement centerline; thence turn $09^{\circ} 12'$ left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the Southeast 1/4- Southwest 1/4 of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176.36 feet to the P.C. of a curve concave left having a delta angle of $54^{\circ} 03' 57''$ and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the P.C. of a reverse curve concave right, having a delta angle of $74^{\circ} 40' 50''$ and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the P.T.; thence along the tangent centerline a distance of 719.70 feet to the P.C. of a curve concave left, having a delta angle of $48^{\circ} 19' 01''$ and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the P.T.; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy #280 (80' R.O.W.), and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the Southeast 1/4- Southwest 1/4 of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.


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