20181120000409950
11/20/2018 12:07:15 PM
AGREEMNT 1/16

This instrument prepared by and after
recordation should be returned to:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)

SHELBY COUNTY)

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (the "Agreement") is made and entered into as of the 19th day of November, 2018, by and between **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation (the "Borrower") and **BRYANT BANK**, an Alabama state banking corporation (the "Bank")

WHEREAS, the Borrower has requested that the Bank make a loan to the Borrower and its affiliate, Pine Mountain Preserve, LLLP, in the maximum aggregate principal amount of Four Million Five Hundred Thirty-Three Thousand Five Hundred Thirty-Three and 00/100 Dollars ($4,533,533.00) (the "Loan"), and the Bank has agreed to make the Loan on the condition that the Borrower execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the Loan and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower agrees as follows:

1. **Transfer or Encumbrance of the Property**. Borrower is the owner in fee simple of the real estate described on Exhibit "A" and all improvements thereon (the "Property"). Borrower acknowledges that the Bank has examined and relied on the creditworthiness of Borrower and experience of Borrower in owning and operating the Property in agreeing to make the Loan to Borrower, and that the Bank will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property and Borrower's ability to repay the Loan. Borrower acknowledges that the Bank has a valid interest in maintaining the value of the Property. Borrower shall not, without the prior written consent of the Bank, sell, convey, alien, mortgage, encumber, pledge or otherwise transfer the Property or any part thereof, or permit the Property or any part thereof to be sold, conveyed, aliened, mortgaged, encumbered, pledged or otherwise transferred.

2. **Insurance.** Borrower shall keep or cause to be kept the Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by the Bank in such manner and in such companies and amounts as the Bank may approve. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Borrower shall cause duplicate originals of any and all such insurance policies to be deposited with the Bank. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Borrower shall furnish to the Bank evidence of the payment of such premiums. Borrower agrees that Borrower will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Borrower shall give immediate notice in writing to the Bank of any loss or damage to the Property caused by any casualty. If Borrower fails to keep the Property insured as above specified, the Bank may at its option and sole discretion, and at Borrower's expense, insure the Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Bank.

3. **Taxes and Assessments.** Borrower will pay all taxes and assessments against or affecting the Property as the same shall become due and payable, and, if Borrower fails to do so, the Bank may pay them, together with all costs and penalties thereon, at Borrower's expense. Notwithstanding the foregoing, Borrower may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Borrower shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Borrower furnishes the Bank an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to the Bank, or with surety acceptable to the Bank, in the amount of the tax or assessment being contested by Borrower, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Borrower promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

4. **Waste, Demolition, Alteration, Replacement or Repair of Property.** Borrower shall cause the Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Borrower shall not commit or permit waste thereon. Borrower shall not remove, demolish or alter the design or structural character of the Project or the Property now or hereafter erected on the Real Estate without the express prior written consent of the Bank. Borrower shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Borrower will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Property. Borrower agrees not to remove any of the fixtures included in the Property without the express prior written consent of the Bank and unless the same is immediately replaced with like property of at least equal value and utility.

The Bank and other persons authorized by the Bank shall have access to and the right to enter and inspect the Property at all reasonable times, and upon reasonable notice to Borrower, including monthly inspections if deemed necessary by the Bank. In the event the Bank finds that Borrower is not maintaining the Property as referenced herein, the Bank shall notify Borrower in writing of the needed repairs and Borrower shall have ten (10) business days to make satisfactory arrangements to bring the Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Property back to good condition as determined by the sole discretion of the Bank, the Bank shall have the right to make the repairs required at the expense of Borrower as previously enunciated in this Agreement, or shall have the right to declare the Loan to be at once due and payable.

5. **Financial Statements.** Borrower shall deliver to the Bank year-end financial statements in form suitable to the Bank within one hundred twenty (120) days following Borrower's fiscal year end. Borrower also agrees to deliver to the Bank, from time to time, such other financial information with respect to Borrower as the Bank may reasonably request.

6. **Notice of Litigation.** Borrower consents and agrees that it will give notice to the Bank of any litigation in which Borrower becomes involved and will continue to thereafter provide to the Bank periodic statements of the status and progress of such litigation as may be requested by the Bank.

7. **Hold Harmless.** Borrower will defend, at its own cost and expense, and hold the Bank harmless from, any proceeding or claim affecting the Property. All costs and expenses incurred by Borrower in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Borrower.

8. **Notices by Governmental Authority, Fire and Casualty Losses, Etc.** Borrower shall timely comply with and promptly furnish to the Bank true and complete copies of any official notice or claim by any governmental authority pertaining to the Property. Borrower shall promptly notify the Bank of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Property.

9. **Recording and Filing.** This Agreement and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as the Bank shall reasonably request, and Borrower will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

10. **Termination.** If Borrower shall: (A) pay in full (i) the Loan including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); (ii) all sums becoming due and payable by Borrower under the terms of this Agreement and the Loan Documents, including but

not limited to advancements made by the Bank pursuant to the terms and conditions of this Agreement; and (iii) any and all obligations of Borrower to Bank or to any affiliate of Bank arising under or in connection with any swap agreement (as defined in 11 U.S.C. § 101, as in effect from time to time) between Borrower and Bank or any affiliate of Bank; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Borrower; then this Agreement shall become null and void and the Bank in such case shall, upon the request of Borrower and at Borrower's cost and expense, deliver to Borrower proper instruments acknowledging termination of this Agreement; otherwise, this Agreement shall remain in full force and effect.

11. **Notice and Addresses for Notices.** All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or hand delivered to the applicable party at the following address:

(A) If to the Borrower:

Pine Mountain Preserve, LLLP
Pine Mountain Preserve, Inc.
2700 US Highway 280 STE 425
Birmingham, AL 35223
Fax: (___) _____

With copy to:

Jack P. Stephenson Jr.
Burr Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203
Facsimile: (205) 244-5708

(B) If to the Bank:

Bryant Bank
2700 Cahaba Village Plaza
Birmingham, Alabama 35243
Attention: Brian Ethridge
Facsimile: (205) 969-5805

With copy to:

Michael J. Brandt
Wallace Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209
Facsimile: (205) 871-7534

or at such other address as shall be designated by such party in a written notice to the other party thereto. Any such notice shall be deemed received three (3) days after properly posting and addressing and depositing said letter in the United States Postal Service, certified mail return receipt requested.

[Signature appears on the following page.]

IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this 19th day of November, 2018.

PINE MOUNTAIN PRESERVE, INC., a Delaware corporation

By: _____
Douglas D. Eddleman
Its President, CEO and Secretary

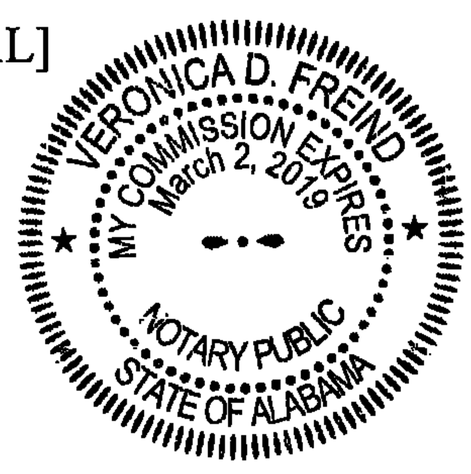
STATE OF ALABAMA.....)
.....)
JEFFERSON COUNTY .....)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as President, CEO and Secretary of Pine Mountain Preserve, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of November, 2018.

_____
Notary Public

[NOTARIAL SEAL]



My commission expires: March 2, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

FROM A 2.5" PIPE AT THE N.E. CORNER OF SECTION 18, T 19S-R 1E, RUN THENCE (TRUE) S 00° 01'04"W ALONG THE EAST BOUNDARY OF SAID SECTION 18 FOR A DISTANCE OF 2294.54 FEET TO A 1/2" REBAR, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 00°01'04"W FOR A DISTANCE OF 1066.20 FEET TO A 1/2" REBAR THAT IS N 00° 01'04"E, 1907.26 FEET OF A 3/4" PIPE AT THE S.E. CORNER OF SAID SECTION 18; THENCE RUN S 46°00'37'W FOR A DISTANCE OF 1427.55 FEET TO A 1/2" REBAR; THENCE RUN S 57°52'57"W FOR A DISTANCE OF 193.38 FEET; THENCE RUN S 69°45'16"W FOR A DISTANCE OF 207.38 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 25°58' 15" AND TANGENTS OF 352.82 FEET; THENCE RUN S 56°46'09"W FOR A CHORD DISTANCE OF 687.59 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN S 43°47'02"W FOR A DISTANCE OF 270.41 FEET TO A 1/2" REBAR; THENCE RUN N 46°12'58"W FOR A DISTANCE OF 171.53 FEET TO A 1/2" REBAR; THENCE RUN N 27°41'20"E FOR A DISTANCE OF 559.19 FEET TO A 1/2" REBAR; THENCE RUN N 20°20'32"E FOR A DISTANCE OF 215.04 FEET; THENCE RUN N 05°38'56"E FOR A DISTANCE OF 215.04 FEET TO A 1/2" REBAR; THENCE RUN N 01°41'51"W FOR A DISTANCE OF 131.63 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 39°15'24" AND TANGENTS OF 137.31 FEET; THENCE RUN N 64°01'04"E FOR A CHORD DISTANCE OF 258.66 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN N 44°23'28"E FOR A DISTANCE OF 668.87 FEET TO A 1/2" REBAR; THENCE RUN N 46°28'39"E FOR A DISTANCE OF 655.78 FEET TO A 1/2" REBAR; THENCE RUN N 51°38'53"E FOR A DISTANCE OF 479.86 FEET TO A 1/2" REBAR; THENCE RUN N 44° 07'33"E FOR A DISTANCE OF 180.23 FEET TO A 1/2" REBAR; THENCE RUN N 45°37'24"E FOR A DISTANCE OF 130.84 FEET TO A DRILL BIT; THENCE RUN N 61°12'31 "E FOR A DISTANCE OF 169.72 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, CONTAINING 50.22 ACRES, SITUATED IN THE SE 1/4-NE 1/4 AND THE SE 1/4 OF SECTION 18, T 19S-R 1E, SHELBY COUNTY, ALABAMA. SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

FROM A 2.5" CAPPED PIPE AT THE N.E. CORNER OF SECTION 18, T 19S-R 1E, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE (TRUE) S 00°01'04"W ALONG THE EAST BOUNDARY OF SAID SECTION 18 FOR A DISTANCE OF 1247.55 FEET TO A 1/2" REBAR THAT IS N 00°01'04"E, 4020.45 FEET OF A 3/4" PIPE AT THE S.E. CORNER OF SAID SECTION18; THENCE RUN S 57°05'48"W FOR A DISTANCE OF 541.64 FEET TO A 1/2" REBAR; THENCE RUN S 47°06'11"W FOR A DISTANCE OF 999.82 FEET TO A 1/2" REBAR; THENCE RUN S 44° 45'59"W FOR A DISTANCE OF 991.71 FEET TO A 1/2" REBAR; THENCE RUN S 44°52' 16"W FOR A DISTANCE OF 344.85 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 64°05'17" AND TANGENTS OF 240.99 FEET; THENCE RUN S 60°44' 34"W FOR A CHORD DISTANCE OF 408.54 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN S 28°41'55"W FOR A DISTANCE OF 165.30 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 118°47'58" AND TANGENTS OF 388.90 FEET; THENCE RUN S 30°42'07"E FOR A CHORD DISTANCE OF 395.94 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN N 89°53'51"E FOR A DISTANCE OF 264.73 FEET TO A 1/2" REBAR; THENCE RUN S 01°41'52"E FOR A

DISTANCE OF 208.31 FEET TO A 1/2" REBAR; THENCE RUN S 05°38' 56"W FOR A DISTANCE OF 184.14 FEET TO A 1/2" REBAR; THENCE RUN S 20°20'32"W FOR A DISTANCE OF 184.14 FEET TO A 1/2" REBAR; THENCE RUN S 27°41'20"W FOR A DISTANCE OF 701.33 FEET TO A 1/2" REBAR; THENCE RUN S 49°12'32"W FOR A DISTANCE OF 3740.22 FEET TO A 1/2" REBAR ON THE TRUE WEST BOUNDARY OF SECTION 19, T19S-R1 E, SAID POINT BEING N 00°43'19"E, 322.96 FEET OF A 5/8" REBAR AT THE TRUE S.W. CORNER OF THE SW1/4- NW 1/4 OF SECTION 19, T19S-R 1E; THENCE RUN N 00°43' 19"E ALONG THE WEST BOUNDARY OF SAID SECTION 19 FOR A DISTANCE OF 2288.79 FEET TO A 1" PIPE AT THE S.W. CORNER OF AFOREMENTIONED SECTION 18, T19S-R 1E; THENCE RUN N 00°04'31"E FOR A DISTANCE OF 5239.88 FEET TO A 1" PIPE AT THE N.W. CORNER OF SAID SECTION 18; THENCE RUN S 88° 29'58"E ALONG THE ACCEPTED NORTH BOUNDARY OF THE NW 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 2697.94 FEET TO A 1/2" REBAR ACCEPTED AS THE N.E. CORNER OF SAID NW 1/4; THENCE RUN S 00°22'02"E ALONG THE ACCEPTED EAST BOUNDARY OF NE 1/4-NWl/4 OF SAID SECTION 18 FOR A DISTANCE OF 1294.94 FEET TO A 1/2" PIPE ACCEPTED AS THE N.W. CORNER OF THE SW 1/4-NE l/4 OF SAID SECTION 18; THENCE RUN N 89°57'48"E ALONG THE ACCEPTED NORTH BOUNDARY OF SAID SW 1/4-NE l/4 FOR A DISTANCE OF 1311.04 FEET TO A 1" PIPE ACCEPTED AS THE S.W. CORNER OF THE NE 1/4-NE 1/4 OF AFOREMENTIONED SECTION 18; THENCE RUN N 01°26'06"W ALONG THE ACCEPTED WEST BOUNDARY OF SAID NE 1/4-NE 1/4 FOR A DISTANCE OF 1303.70 FEET TO A 5/8" REBAR ACCEPTED AS THE N.W. CORNER OF SAID NE 1/4- NE 1/4; THENCE RUN N 89°15'19"E ALONG THE ACCEPTED NORTH BOUNDARY OF SAID NE 1/4- NE 1/4 FOR A DISTANCE OF 1312.43 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, CONTAINING 502.25 ACRES, SITUATED IN THE IN THE W 1/2 AND THE NE 1/4 AND THE W 1/2-SE 1/4 OF SECTION 18, T19S-R1E AND THE NW 1/4 OF SECTION 19, T 19S-R1E, SHELBY COUNTY, ALABAMA. SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

LESS AND EXCEPT

Lot 2

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama. Commence at the Southwest corner of the Northwest ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama thence run North 89 degrees 57 minutes 48 seconds East along the South line of said 1/4-1/4 Section along for 575.35 feet to the POINT OF BEGINNING of the tract of land herein described: thence continue along the last described course and said 1/4-1/4 Section line for 735.69 feet to the Southeast corner of said ¼-1/4 Section; thence run South 00 degrees 41 minutes 22 seconds East for 410.60 feet; thence run South 51 degrees 19 minutes 51 seconds West for 1257.08 feet; thence North 30 degrees 38minutes 50 seconds West for 42.37 feet; thence North 64 degrees 14 minutes 47 seconds West for 31.24 feet; thence South 90 degrees 00 minutes 00 seconds West for 14.56 feet; thence South 45 degrees 01 minutes 12 seconds West for 122.09 feet; thence South 08 degrees 37 minutes 18 seconds West for 32.37 feet thence South 59 degrees 03 minutes15 seconds West for 11.31 feet; thence North 32 degrees 29 minutes 22 seconds West for 25.29 feet; thence South 29 degrees 29 minutes 35 seconds West for 25.62 feet; Thence South 42 degrees 31 minutes 50 seconds West for 31.58

feet; thence North 73degrees 37 minutes 17 seconds West for 34.39 feet; thence North 22 degrees 56 minutes 48 seconds West for 27.38 feet; thence North 05 degrees 47 minutes 19 seconds West for 23 .60 feet; thence North 63 degrees 27 minutes 04 seconds West for 42.44 feet; thence South 21 degrees 40 minutes 08 seconds West for 19.85 feet; thence South 10 degrees 1 8 minutes 43 seconds West for 43.40 feet; thence South 41 degrees 12 minutes 21 seconds West for 51.60 feet; thence North 00 degrees 51 minutes 48 seconds East for 387.58 feet; thence North 32 degrees 27 minutes 13 seconds East for 1110.89 feet to the POINT OF BEGINNING of the tract herein described. Less and except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 2A

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama. Commence at the Southwest corner of the Northwest ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama thence run North 89 degrees 57 minutes 48 seconds East along the South line of said 1/4-1/4 Section for 1311.04 feet to the Southeast corner of said 1/4-1/4 Section, and the POINT OF BEGINNING of the tract of land herein described: thence run North 01 degrees 26 minutes 06 seconds West along the East line of said 1/4-1/4 Section 1303.70 feet to the Northeast corner of said 1/4-1/4 Section; thence North 89 degrees 15 minutes 19 seconds East along the North line of the Northeast ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama for 1312.43 Feet to the Northeast corner of said 1/4-1/4 Section; thence run South 00 degrees 01 minutes 04 seconds West along the East line of said 1/4-1/4 Section for 1247.55 feet; thence run South 57 degrees 05 minutes 48 seconds West for 541.64 feet; thence run South 47 degrees 06 minutes 11 seconds West for 1141.92 feet; thence run North 00 degrees 41 minutes 22 seconds East for 998.79 feet to the POINT OF BEGINNING of the tract of land herein described.

LESS AND EXCEPT

Lot 3

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama.

Begin at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 18, Township 19 South, Range 1 East, thence run North 89 degrees 57 minutes 48 seconds East along the South line of said Quarter-Quarter Section for 575.35 feet; thence run South 32 degrees 27 minutes 13 seconds West for 1100.89 feet; thence run South 00 degrees 51 minutes 48 seconds West for 387.58 feet; thence run South 72 degrees 32 minutes 07 seconds West for 128.95 feet; thence run North 36 degrees 23 minutes 04 seconds West for 102.79 feet; thence run North 40 degrees 27 minutes 58 seconds West for 215.26 feet; thence run North 07 degrees 01 minutes 55 seconds West for 1704.51 feet; thence run North 88 degrees 47 minutes 10 seconds East for 549.91 feet, to a point on the West line of said Quarter-Quarter Section; thence run South 00

degrees 22 minutes 02 seconds East along the West line of said Quarter-Quarter Section for 595.04 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 4

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama. Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter Section 18, Township 19 South, Range 1 East; thence run North 00 degrees 22 minutes 02 seconds West along the East line of said Quarter-Quarter Section for 595.04 feet; thence run South 88 degrees 47 minutes 10 seconds West for 549.91 feet to the POINT OF BEGINNING of the tract of land herein described; thence continue South 88 degrees 47 minutes 10 seconds West for a distance of 565.55 feet; thence run South 12 degrees 28 minutes 11 seconds East for 1716.73 feet; thence run South 30 degrees 54 minutes 19 seconds East for 200.80 feet; thence run South 89 degrees 22 minutes 05 seconds East for 82.28 feet; thence run South 42 degrees 55 minutes 33 seconds East for 330.28 feet; thence run North 49 degrees 34 minutes 22 seconds East for 254.51 feet; thence run North 36 degrees 23 minutes 04 seconds West for 102.79 feet; thence run North 40 degrees 27 minutes 58 seconds West for 215.26 feet; thence run North 07 degrees 01 minutes 55 seconds West for 1704.51 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 1A

A tract of land lying in the Southwest, Southeast and Northeast Quarters of Section18, Township 19 South, Range 1 East, Shelby County, Alabama.
Commence at the Southwest corner of Section 18, Township 19 South, Range 1 East, thence run South 89 degrees 12 minutes 59 seconds East for 3145.65 feet; thence run North 00 degrees 47 minutes 01 seconds East for 2067.87 feet to the POINT OF BEGINNING of the tract of land herein described; thence run North 44 degrees 52 minutes 16 seconds East for 344.85 feet; thence run North 44 degrees 45 minutes 59 seconds East for 421.35 feet; thence run North 43 degrees 59 minutes 29 seconds East for 428.42 feet; thence run North 00 degrees 41 minutes 22 seconds East for 588.19 feet; thence run South 51 degrees 19 minutes 51 seconds West for 1257.08 feet; thence run South 30 degrees 38 minutes 50 seconds East for 43.62 feet; thence run South 49 degrees 54 minutes 07 seconds West for 261.82 feet; thence run South 38 degrees 55 minutes 23 seconds West for 97.69 feet; thence run South 64 degrees 27 minutes 00 seconds West for 195.11 feet; thence run South 40 degrees 11 minutes 27 seconds West for 65.74 feet; thence run South 15 degrees 12 minutes 08 seconds West for 128.17 feet; thence run South 42 degrees 23 minutes 53 seconds West for 100.02 feet; thence run South 13 degrees 04 minutes 07

seconds West for 115.64 feet; thence run South 08 degrees 53 minutes 46 seconds East for 139.45 feet; thence run South 31 degrees 58 minutes 43 seconds East for 239.42 feet; thence run North 63 degrees 29 minutes 54 seconds East for 15.52 feet; thence run South 26 degrees 30 minutes 06 seconds East for 143.09 feet; thence run South 38 degrees 59 minutes 57 seconds East for 94.65 feet; thence run South 38 degrees 05 minutes 20 seconds East for 41.38 feet; thence run South 69 degrees 47 minutes 39 seconds East for 39.88 feet; thence run South 86 degrees 35 minutes 40 seconds East for 59.99 feet; thence run North 01 degrees 13 minutes 12 seconds West for 122.33 feet; thence run North 24 degrees 30 minutes 12 seconds East for 278.78 feet; thence run North 35 degrees 25 minutes 19 seconds East for 345.74 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 1B

A tract of land lying in the Southwest, and Southeast Quarters of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama.

Commence at the Southwest corner of Section 18, Township 19 South, Range 1 East, thence run South 89 degrees 12 minutes 59 seconds East for 1868.88 feet; thence run North 00 degrees 47 minutes 01 seconds East for 197.61 feet to the POINT OF BEGINNING of the tract of land herein described; thence run North 81 degrees 18 minutes 59 seconds East for 28.23 feet; thence run South 70 degrees 55 minutes 55 seconds East for 69.42 feet; thence run South 74 degrees 08 minutes 25 seconds East for 52.13 feet; thence run North 67 degrees 26 minutes 22 seconds East for 72.81 feet; thence run North 52 degrees 39 minutes 41 seconds East for 75.78 feet; thence run North 49 degrees 32 minutes 57 seconds East for 151.15 feet; thence run North 59 degrees 19 minutes 56 seconds East for 74.54 feet; thence run North 63 degrees 12 minutes 59 seconds East for 168.03 feet; thence run North 50 degrees 16 minutes 21 seconds East for 76.59 feet; thence run North 39 degrees 03 minutes 10 seconds East for 135.32 feet; thence run North 40 degrees 31 minutes 21 seconds East for 121.48 feet; thence run North 45 degrees 31 minutes 56 seconds East for 365.86 feet; thence run North 38 degrees 51 minutes 07 seconds East for 278.17 feet; thence run North 45 degrees 17 minutes 30 seconds West for 104.90 feet; thence run North 54 degrees 36 minutes 14 seconds West for 150.88 feet; thence run North 79 degrees 53 minutes 15 seconds West for 59.60 feet; thence run North 86 degrees 35 minutes 40 seconds West for 84.30 feet; thence run North 69 degrees 47 minutes 39 seconds West for 61.46 feet; thence run North 38 degrees 05 minutes 20 seconds West for 55.18 feet; thence run North 38 degrees 59 minutes 57 seconds West for 107.66 feet; thence run South 70 degrees 17 minutes 21 seconds West for 389.02 feet; thence run South 35 degrees 32 minutes 04 seconds West for 61.09 feet; thence run South 32 degrees 46 minutes 04 seconds West for 141.91 feet; thence run South 37 degrees 06 minutes 11 seconds West for 65.59 feet; thence run South 43 degrees 56 minutes 57 seconds West for 97.14 feet; thence run South 38 degrees 58 minutes 44 seconds West for 141.26 feet; thence run South 40 degrees 39 minutes 28 seconds West for 168.93 feet; thence run South 48

degrees 37 minutes 14 seconds West for 77.30 feet; thence run South 47 degrees 29 minutes 56 seconds West for 81.77 feet; thence run South 41 degrees 14 minutes 11 seconds West for 168.40 feet; thence run South 45 degrees 58 minutes 03 seconds West for 169.53 feet; thence run South 40 degrees 30 minutes 06 seconds West for 66.50 feet; thence run South 48 degrees 33 minutes 21 seconds East for 108.67 feet; thence run South 58 degrees 21 minutes 59 seconds East for 97.89 feet; thence run South 62 degrees 55 minutes 52 seconds East for 87.73 feet; then run South 57 degrees 31 minutes 21 seconds East for 31.30 feet; thence run South 70 degrees 44 minutes 33 seconds East for 93.15 feet; thence run South 68 degrees 20 minutes 34 seconds East for 67.13 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 10

A tract of Land lying in the Southwest Quarter of Section 18, Township 19 South. Range 1 East. Shelby County Alabama.

Commence at the Southwest corner of Section 18, Township 19 South, Range 1 East, thence run South 89 degrees 12 minutes 59 seconds East along the South line of said Section for 1426.63 feet; thence run North 00 degrees 47 minutes 01 seconds East for 1370.69 feet to a point on the water's edge of Grandfather Lake and the POINT OF BEGINNING of the tract of land herein described; thence run North 69 degrees 42 minutes 28 seconds West for 493.74 feet; thence run South 43 degrees 44 minutes 08 seconds West for 54.47 feet; thence run South 15 degrees 48 minutes 59 seconds West for 49.28 feet; thence run South 10 degrees 50 minutes 46 seconds West for 62.21 feet; thence run South 12 degrees 39 minutes 28 seconds West for 85.59 feet; thence run South 43 degrees 28 minutes 35 seconds West for 97.44 feet; thence run South 54 degrees 16 minutes 17 seconds West for 74.05 feet; thence run South 62 degrees 03 minutes 47 seconds West for 71.80 feet; thence run South 66 degrees 14 minutes 29 seconds West for 75.35 feet; thence run South 65 degrees 23 minutes 21 seconds West for 126.74 feet; thence run South 64 degrees 37 minutes 21 seconds West for 95.09 feet; thence run South 65 degrees 03 minutes 54 seconds west for 116.24 feet; thence run South 63 degrees 52 minutes 16 seconds West for 79.32 feet; thence run South 69 degrees 55 minutes 00 seconds West for 121.76 feet; thence run South 57 degrees 07 minutes 36 seconds West for 59.51 feet; thence run South 12 degrees 03 minutes 57 seconds West for 79.31 feet; thence run South 10 degrees 04 minutes 32 seconds East for 435.32 feet; thence run South 15 degrees 35 minutes 52 seconds East for 64.19 feet; thence run South 28 degrees 17 minutes 14 seconds East for 69.53 feet; thence run South 46 degrees 17 minutes 35 seconds East for 215.34 feet; thence run South 72 degrees 38 minutes 04 seconds East for 46.05 feet; thence run North 74 degrees 14 minutes 28 seconds East for 68.24 feet; thence run North 54 degrees 34 minutes 55 seconds East for 334.83 feet; thence run North 62 degrees 38 minutes 18 seconds East for 92.18 feet; thence run North 74 degrees 56 minutes 10 seconds East for 66.04 feet; thence run North 80 degrees 55 minutes 56 seconds East for 172.76 feet; thence run North 80 degrees 54 minutes 49 seconds East for 115.90 feet; thence run North

82 degrees 38 minutes 39 seconds east for 67.43 feet; thence run North 83 degrees 36 minutes 09 seconds East for 60.13 feet; thence run South 84 degrees 38 minutes 16 seconds East for 67.95 feet; thence run South 84 degrees 38 minutes 16 seconds East for 42.82 feet; thence run North 67 degrees 41 minutes 28 seconds East for 40.24 feet; thence run North 40 degrees 30 minutes 06 seconds East for 66.50 feet; thence run North 45 degrees 58 minutes 03 seconds East for 169.53 feet; thence run North 41 degrees 14 minutes 11 seconds East for 168.40 feet; thence run North 47 degrees 29 minutes 56 seconds East for 81.77 feet; thence run North 48 degrees 37minutes 14 seconds East for 77.30 feet; thence run North 40 degrees 39 minutes 28 seconds East for 168.93 feet; thence run North 38 degrees 58 minutes 44 seconds East for 141.26 feet; thence run North 43 degrees 56 minutes 57 seconds East for 97.14 feet; thence run North 37 degrees 06 minutes 11 seconds East for 65.59 feet; thence run North 32 degrees 46 minutes 04 seconds East for 141.91 feet; thence run North 35 degrees 32 minutes 04 seconds East 61.09 feet; thence run North 36 degrees 43 minutes 04 seconds West for 267.64 feet; thence run South 69 degrees 28 minutes 19 seconds West for 301.36 feet; thence run South 59 degrees 58 minutes 09 seconds West for 454.95 feet; thence run North 31 degrees 21 minutes 27 seconds West for 32.47 feet; thence run North 12 degrees 27 minutes 31 seconds East for 70.90 feet; thence run North 28 degrees 11 minutes 10 seconds East for 39.45 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

Lot 5

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama:

Commence at the Southwest corner of Section 18, Range 19 South, Range 1 East thence run North 89 degrees 12 minutes 59 seconds East along the South line of said Section for 2102.02 feet thence North 00 degrees 47 minutes 01 seconds East for a distance of 2090.60 feet to a point on the Water's edge of Grandfather Lake and the POINT OF BEGINNING of the tract of land herein described; thence run North 56 degrees 33 minutes 44 seconds West for 103.48 feet; thence run North 47 degrees 07 minutes 30 seconds West for 192.00 feet; thence run North 27 degrees 11 minutes 43 seconds West for 1353.08 Feet; thence run North 49 degrees 15 minutes 03 seconds East for 314.30 feet; thence run North 41 degrees 57 minutes 35 seconds West for 193.08 Feet; thence run South 47 degrees 46 minutes 56 seconds West for 255.06 Feet; thence run North 27 degrees 11 minutes 43 seconds West for 552.28feet; thence run North 63 degrees 08 minutes 46 seconds East for 717.91 feet; thence run South 12 degrees 28 minutes 11 seconds East for 1716.73 feet; thence run South 30 degrees 54 minutes 19 seconds East for 200.80 feet; thence run South 12 degrees 41 minutes 50 seconds East for 77.32 feet; thence run North 35 degrees 35 minutes 44 seconds West for 277.05 feet; thence run South 04 degrees 52 minutes 59 seconds East for 23.13 feet; thence run South 20 degrees 54 minutes 05 seconds East for 97.42 feet; thence run South 15 degrees 58 minutes 07 seconds West for 71.54; thence run South 28 degrees 16 minutes 24 seconds West for 53.02 feet; thence run North 83 degrees 21 minutes 19 seconds West for 76.24 feet; thence run South 65 degrees 33 minutes 28 seconds West for 34.08 feet to the POINT OF BEGINNING of the tract of land herein described. Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 6

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama. Commence at the Southwest corner of Section 18, Township 19 South, Range 1 East, thence run South 89 degrees 12 minutes 59 seconds East along the South line said Section for 2102.02 feet; thence North 00 degrees 47 minutes 01 seconds East for 2090.60 feet to a point on the water's edge of Grandfather Lake and the POINT OF BEGINNING of the Tract of land herein described; thence run North 56 degrees 33 minutes 44 seconds West for 103.48 feet; thence run North 47 degrees 07 minutes 30 seconds West for 192.00 feet; thence run North 27 degrees 11 minutes 43 seconds West for 1353.08 feet; thence run South 52 degrees 46 minutes 08 seconds West for 387.65 feet; thence run North 38 degrees 33 minutes 57 seconds West for 151.64 feet; thence run North 47 degrees 46 minutes 56 seconds East for 426.17 feet; thence run North 27 degrees 11 minutes 43 seconds West for 555.02 feet; thence run South 46 degrees 43 minutes 39 seconds West for 694.69 feet; thence run South 40 degrees 37 minutes 10 seconds East for 1843.35 feet; thence run South 42 degrees 49 minutes 16 seconds East for 340.27 feet; thence run South 46 degrees 02 minutes 13 seconds East for 289.83 feet; thence run North 39 degrees 06 minutes 52 seconds East for 216.92 feet thence run North 39 degrees 25 minutes 20 seconds West for 132.86 feet to the POINT OF BEGINNING.

Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.

LESS AND EXCEPT

Lot 7

A tract of land lying in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama. Commence at the Southwest corner of Section 18, Township 19 South, Range 1 East, thence run South 89 degrees 12 minutes 59 seconds East along the South line said Section for 1796.34 feet; thence North 00 degrees 47 minutes 01 seconds East for 1679.42 feet to a point on the water's edge of Grandfather Lake and the POINT OF BEGINNING of the Tract of land herein described; Thence run North 54 degree 38 minutes 21 East a distance of 257.58 feet; thence run South 57 degrees 03 minutes 44 seconds East a distance of 33.17 feet; thence run North 76 degrees 32 minutes 58 seconds East a distance of 21.48 feet; thence run North 46 degrees 02 minutes 13 seconds West a distance of 289.83 feet; thence run North 42 degrees 49 minutes 16 seconds West a distance of 340.27 feet; thence run North 40 degrees 37 minutes 10 seconds West a distance of 1843.35 feet; thence run South 41 degrees 16 minutes 09 seconds West a distance of 572.95 feet; thence run South 49 degrees 40 minutes 40 seconds East a distance of 1825.81 feet; thence run South 44 degrees 44 minutes 28 seconds East a distance of 199.56 feet; thence run South 44 degrees 18 minutes 24 seconds East a distance or 324.43 feet to the POINT OF BEGINNING.
Less and Except any part lying below the seasonal normal pool water level of Grandfather Lake.
LESS AND EXCEPT

Lot 8

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH 89 DEGREES 12 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1796.34 FEET; THENCE RUN NORTH 00 DEGREES 47 MINUTES 01 SECONDS EAST FOR 1679.42 FEET TO A POINT ON THE WATER'S EDGE OF GRANDFATHER LAKE, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 44 DEGREES 18 MINUTES 24 SECONDS WEST FOR 324.43 FEET; THENCE RUN NORTH 44 DEGREES 44 MINUTES 28 SECONDS WEST FOR 199.56 FEET; THENCE RUN NORTH 49 DEGREES 40 MINUTES 40 SECONDS WEST FOR 1825.81 FEET; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 31 SECONDS WEST FOR 817.88 FEET; THENCE RUN SOUTH 60 DEGREES 59 MINUTES 37 SECONDS EAST FOR 1196.10 FEET; THENCE RUN SOUTH 55 DEGREES 55 MINUTES 36 SECONDS EAST FOR 594.56 FEET; THENCE RUN NORTH 42 DEGREES 23 MINUTES 46 SECONDS EAST FOR 70.10 FEET; THENCE RUN NORTH 64 DEGREES 09 MINUTES 52 SECONDS EAST FOR 138.91 FEET; THENCE RUN NORTH 18 DEGREES 55 MINUTES 33 SECONDS WEST FOR 58.00 FEET; THENCE RUN NORTH 32 DEGREES 02 MINUTES 12 SECONDS EAST FOR 28.37 FEET; THENCE RUN SOUTH 73 DEGREES 57 MINUTES 44 SECONDS EAST FOR 56.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATER LEVEL OF GRANDFATHER LAKE.

LESS AND EXCEPT

Lot 9

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH 89°12'59" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1426.93 FEET; THENCE RUN NORTH 00°47'01" EAST FOR 1370.69 FEET TO A POINT ON THE WATER'S EDGE OF GRANDFATHER LAKE, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;
THENCE RUN NORTH 57 DEGREES 40 MINUTES 26 SECONDS EAST FOR 95.81 FEET; THENCE RUN NORTH 42 DEGREES 27 MINUTES 52 SECONDS EAST FOR 104.01 FEET; THENCE RUN NORTH 55 DEGREES 55 MINUTES 36 SECONDS WEST FOR 594.68 FEET; THENCE RUN NORTH 60 DEGREES 59 MINUTES 37 SECONDS WEST

FOR 1196.10 FEET; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 31 SECONDS WEST FOR 1518.97 FEET; THENCE RUN SOUTH 89 DEGREES 49 MINUTES 03 SECONDS EAST FOR 63.41 FEET; THENCE RUN NORTH 57 DEGREES 07 MINUTES 36 SECONDS EAST FOR 38.05 FEET; THENCE RUN NORTH 69 DEGREES 55 MINUTES 00 SECONDS EAST FOR 121.76 FEET; THENCE RUN NORTH 63 DEGREES 52 MINUTES 16 SECONDS EAST FOR 79.32 FEET; THENCE RUN NORTH 65 DEGREES 03 MINUTES 54 SECONDS EAST FOR 116.24 FEET; THENCE RUN NORTH 64 DEGREES 37 MINUTES 21 SECONDS EAST FOR 95.09 FEET; THENCE RUN NORTH 65 DEGREES 23 MINUTES 21 SECONDS EAST FOR 126.74 FEET; THENCE RUN NORTH 66 DEGREES 14 MINUTES 29 SECONDS EAST FOR 75.35 FEET; THENCE RUN NORTH 62 DEGREES 03 MINUTES 47 SECONDS EAST FOR 71.80 FEET; THENCE RUN NORTH 54 DEGREES 16 MINUTES 17 SECONDS EAST FOR 74.05 FEET; THENCE RUN NORTH 43 DEGREES 28 MINUTES 35 SECONDS EAST FOR 97.44 FEET; THENCE RUN NORTH 12 DEGREES 39 MINUTES 28 SECONDS EAST FOR 85.59 FEET; THENCE RUN NORTH 10 DEGREES 50 MINUTES 46 SECONDS EAST FOR 62.21 FEET; THENCE RUN NORTH 15 DEGREES 48 MINUTES 59 SECONDS EAST FOR 49.28 FEET; THENCE RUN NORTH 43 DEGREES 44 MINUTES 08 SECONDS EAST FOR 54.47 FEET; THENCE RUN SOUTH 69 DEGREES 42 MINUTES 28 SECONDS EAST FOR 493.74 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATERLEVEL OF GRANDFATHER LAKE.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
11/20/2018 12:07:15 PM
$60.00 CHARITY
20181120000409950