SDH'), COUNIKY VIEW, LLC, an Alabama limited liability ("COUNTRYVIEW"), CHAD WATTS, SHANDA WATTS and SHANE SCHROEDER, owners/members of COUNTRYVIEW, LLC and the CITY OF CALERA, municipal corporation, organized and existing under the laws of the State of Alabama (the "City").

## RECITALS:

WHEREAS, SDH and COUNTRYVIEW are parties to that certain Lot Purchase Agreement, dated May 20, 2019 ("Agreement") in which SDH is to purchase 43 Lots ("Lots") in Country View Estates Phase 3 ("Subdivision") from COUNTRYVIEW.

WHEREAS, COUNTYVIEW is the developer of the Subdivision.

WHEREAS, pursuant to the Agreement, SDH is required to install the final lift on the roads in the Subdivision, and SDH has posted a bond ("Bond") in favor of the City in the amount of \$112,500.00 (Bond No. LIXC1184123) and \$22,500.00 (Bond No. LIXC1184124) to secure performance of the installation, construction and maintenance to streets and curbs ("Road Work").

WHEREAS, in the event the Bond is cancelled or terminated prior to performance of the Road Work, the City is requiring COUNTRYVIEW, or its owners/members as designated above, to replace the Bond.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, and intending to be legally bound hereby:

- The above whereas clauses are true and correct and made a part hereof.
- In the event SDH defaults under the Agreement and the Bond is cancelled or terminated before the Road Work is complete, COUNTRYVIEW, or its owners/members, shall replace the Bond within 15 days of written notice from the City.
- This Agreement shall be binding on and shall inure to the benefit of the parties, their respective heirs, successor and assigns.
- This Agreement may be altered or amended only with the prior written consent of the parties hereto.
- Agreement or the application of such provision to persons or circumstances other than

- Inis Agreement may be executed in several counterparts of by separate mountains, and all of such counterparts and instruments shall constitute one agreement, binding on all of the
- This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

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	COUNTYVIEW, LLC		· · · · · · · · · · · · · · · · · · ·	•
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	Shane Schroeder, Owner		· · · · · · · · · · · · · · · · · · ·	
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	INDIVIDUAL OWNER/MEN	MBER ACK	NOWLEDG	MENT
	Service of the servic	ALTERNATURE VIEW		
	By: By:	CHARLES CHARLES		· · · · · · · · · · · · · · · · · · ·
	Chad Watts, Owner/Member			
	Date: AUGUST 15,	_, 2019		;
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	By: Mana Wat			· · · · · · · · · · · · · · · · · · ·
	Shanda Watts, Owner/Membe	r		
	Date: Macust 15	, 2019		
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	Shane Schroeder, Ownwer/Mo	ember		
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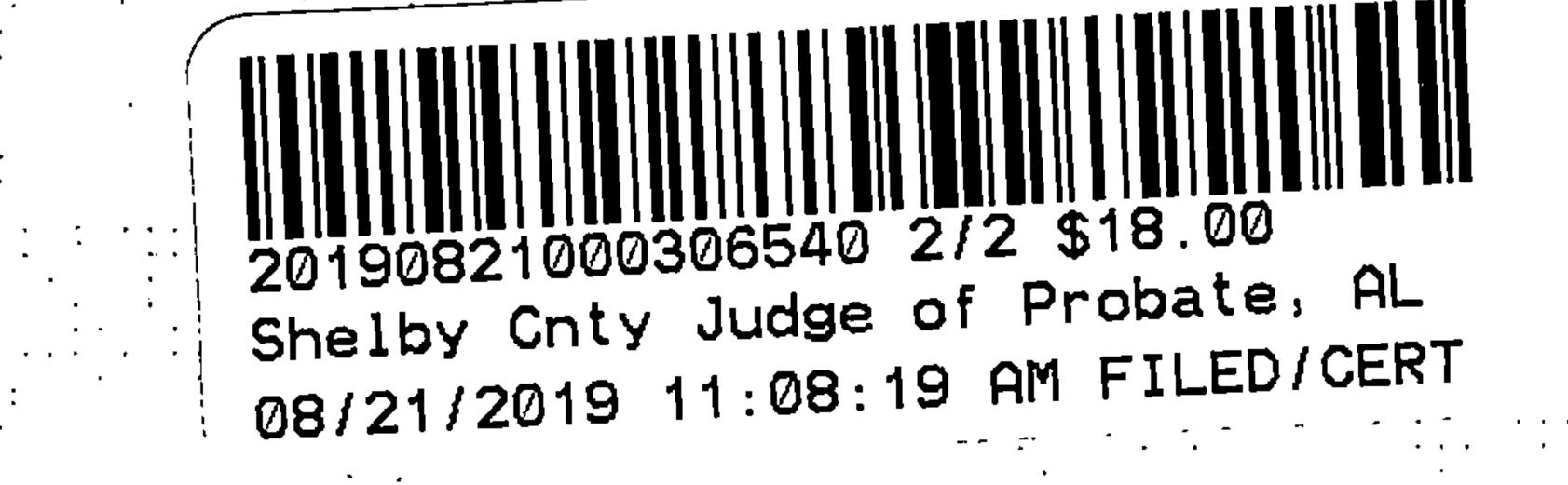
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