

NOTE TO PROBATE CLERK: THIS ASSUMPTION AGREEMENT IS BEING RECORDED FOR PURPOSES OF PROVIDING NOTICE OF A CHANGE IN THE GUARANTOR OF THE EXISTING OBLIGATIONS DESCRIBED IN THE MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING BETWEEN BORROWER AND LENDER DATED AS OF AUGUST 5, 2016 AND RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA (THE "**LAND RECORDS**") AS INSTRUMENT NO. 20160829000313050, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MULTIFAMILY MORTGAGE DATED AS OF NOVEMBER 14, 2018 AND RECORDED IN THE LAND RECORDS AS INSTRUMENT NO. 20181119000407780 (AS AMENDED, THE "**EXISTING MORTGAGE**"). THIS ASSUMPTION AGREEMENT DOES NOT ADD ANY NEW COLLATERAL OR INCREASE THE PRESENTLY INCURRED INDEBTEDNESS SECURED BY THE EXISTING MORTGAGE, UPON WHICH MORTGAGE TAXES HAVE PREVIOUSLY BEEN PAID IN FULL. NO TAX IS DUE ON THIS INSTRUMENT.

**ASSUMPTION AGREEMENT
(Guarantor Transfer)**

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Prepared by, and after recording
return to:

Faige P. Klein, Esq.
Arent Fox LLP
1301 Avenue of the Americas, Floor 42
New York, New York 10019

Assumption and Release Agreement
(Guarantor Transfer)
Fannie Mae
Yes! Facility (Meritus) (Green Park South)

Form 6626
08-13

Page 1
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This ASSUMPTION AGREEMENT ("**Agreement**") is dated as of the 16th day of June, 2020 by and among **JEFFREY S. DAVIDSON, CARL G. DE ROZARIO, CHARLES C. HIBBEN**, and **SWOOP MHP JV LLC**, a Delaware limited liability company (collectively, "**Original Guarantor**"), **YES COMMUNITIES OP, L.P.**, a Delaware limited partnership ("**New Guarantor**"), **FSI GREEN PARK SOUTH PROPERTY LLC**, a Delaware limited liability company ("**Borrower**"), and **FANNIE MAE**, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States ("**Fannie Mae**").

RECITALS:

A. Borrower, certain of Borrower's affiliates, and Truist Bank, a North Carolina banking corporation ("**Lender**"), successor-by-merger to SunTrust Bank, a Georgia banking corporation, and successor-in-interest to Pillar Multifamily, LLC, a Delaware limited liability company entered into that certain Master Credit Facility Agreement, dated as of August 5, 2016, which was amended by that certain Amendment No. 1 to Master Credit Facility Agreement, dated as of October 31, 2018, and amended by that certain Amendment No. 2 to Master Credit Facility Agreement, dated as of November 14, 2018 (the "**Original Agreement**"), pursuant to which loans were made to Borrower which are comprised of various advances (the "**Advances**"). Future Advances may be made to Borrower in accordance with the terms of the Master Agreement (the Advances, together with any Future Advances, collectively, the "**Mortgage Loan**"). As of the date hereof, the Original Agreement has been amended and restated in its entirety, and Borrower and Fannie Mae are executing, simultaneously herewith, that certain Amended and Restated Master Credit Facility Agreement (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Master Agreement**").

B. The Mortgage Loan is evidenced by, among other things, one or more notes executed by Borrower and certain of its affiliates, made payable to Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Notes**"), which Notes have been assigned to Fannie Mae. In addition to the Master Agreement, the Mortgage Loan and the Notes are secured by, among other things, (i) a Multifamily Mortgage dated as of August 5, 2016 and recorded in the Office of the Judge of Probate of Shelby County, Alabama ("**Land Records**") as Instrument No. 20160829000313050, as amended by that certain First Amendment to Multifamily Mortgage dated as of November 14, 2018 and recorded in the Land Records as Instrument No. 20181119000407780 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**") encumbering the land as more particularly described in Exhibit A attached hereto (the "**Mortgaged Property**"); and (ii) an Environmental Indemnity Agreement by Borrower for the benefit of Lender dated as of the date of the Master Agreement (the "**Environmental Indemnity**").

C. The Security Instrument has been assigned to Fannie Mae pursuant to that certain Assignment of Multifamily Mortgage dated as of August 5, 2016 and recorded in the Land Records as Instrument No. 20160829000313070.

D. Borrower is liable for the payment and performance of all of Borrower's obligations under the Loan Documents.

E. Original Guarantor is liable under the Guaranty of Non-Recourse Obligations dated as of August 5, 2016 ("**Original Guaranty**"). New Guarantor is executing,

simultaneously herewith, that certain Guaranty of Non-Recourse Obligations dated as of even date herewith (the "**Guaranty**").

F. All Loan Documents not executed in favor of or with Fannie Mae directly, have been duly assigned or endorsed to Fannie Mae, as applicable.

G. Fannie Mae has been asked to consent to (i) the release of Original Guarantor from its obligations under the Original Guaranty, (ii) the transfer of certain direct or indirect ownership interests in Borrower, (iii) the termination of the Assignment of Management Agreement dated as of August 5, 2016 by and among Borrower, Lender, and Meritus Property Management, LLC (the "**Assignment of Management Agreement**"), and (iv) and New Guarantor's execution of the Guaranty (collectively, the "**Guarantor Assumption**").

H. Fannie Mae has agreed to consent to the Guarantor Assumption subject to the terms and conditions stated below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Master Agreement. The following terms, when used in this Agreement, shall have the following meanings:

"**Claims**" means any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which Original Guarantor, or any of its partners, members, officers, agents or employees, may now or hereafter have against the Indemnitees, if any and irrespective of whether any such claims arise out of contract, tort, violation of laws, or regulations, or otherwise in connection with any of the Loan Documents, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully

attempting to foreclose on any collateral relating to the Mortgage Loan, but in each case only to the extent permitted by applicable law.

“**Indemnitees**” means, collectively, Lender, Fannie Mae, and their respective successors, assigns, agents, directors, officers, employees and attorneys, and each current or substitute trustee under the Security Instrument.

“**Loan Documents**” has the meaning given such term in the Master Agreement.

“**Transfer Fee**” has the meaning given such term in the Master Agreement.

3. Assumption by New Guarantor; Release of Original Guarantor.

New Guarantor hereby agrees that under the Guaranty, New Guarantor shall assume all of the liabilities that Original Guarantor had assumed under the provisions of the Original Guaranty as well as any additional obligations required under the Master Agreement and other Loan Documents.

In reliance on Original Guarantor’s and New Guarantor’s representations and warranties in this Agreement, Fannie Mae releases Original Guarantor from all of its obligations under the Original Guaranty other than for liability pursuant to this Agreement or the provisions of the Original Guaranty relating to the Environmental Indemnity for any liability that relates to the period prior to the date hereof, regardless of when such environmental liability is discovered. If any material element of the representations and warranties made by Original Guarantor contained herein is false as of the date of this Agreement, then the release set forth in this Section 3 will be cancelled as of the date of this Agreement and Original Guarantor will remain obligated under the Original Guaranty as though there had been no such release.

4. Original Guarantor’s Representations and Warranties.

Original Guarantor represents and warrants to Fannie Mae as of the date of this Agreement that:

- (a) there are no defenses, offsets or counterclaims to the Original Guaranty; and
- (b) there are no defaults by Original Guarantor under the provisions of the Original Guaranty.

5. New Guarantor’s Representations and Warranties.

New Guarantor represents and warrants to Fannie Mae as of the date of this Agreement that New Guarantor does not have any knowledge that any of the representations made by Original Guarantor in Section 4 above are not true and correct.

6. Consent to Guarantor Assumption.

(a) Fannie Mae hereby consents to the Guarantor Assumption, subject to the terms and conditions set forth in this Agreement. Fannie Mae’s consent to the Guarantor Assumption is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender’s consent pursuant to the terms of the Master Agreement.

(b) Original Guarantor and New Guarantor understand and intend that Fannie Mae will rely on the representations and warranties contained herein.

7. Liability of Borrower.

Nothing set forth herein shall release or change the liability of Borrower or any other party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents.

8. Amendment and Modification of Loan Documents.

As additional consideration for Fannie Mae's consent to the Guarantor Assumption as provided herein, Borrower, New Guarantor and Fannie Mae hereby agree to the modification and amendment of the Loan Documents as set forth in the Master Agreement, the Guaranty, and any other documents executed in connection with the Guarantor Assumption.

9. Consent to Key Principal Change.

The parties hereby agree that the parties identified as the Key Principal in the Master Agreement are hereby changed to YES Communities, LLC and YES Communities OP, L.P.

10. Limitation of Amendment.

Except as expressly stated herein, all terms and conditions of the Loan Documents, including the Master Agreement, Note, Security Instrument shall remain unchanged and in full force and effect.

11. Further Assurances.

Borrower, Original Guarantor and New Guarantor agree at any time and from time to time upon request by Fannie Mae to take, or cause to be taken, any action and to execute and deliver any additional documents which, in the opinion of Fannie Mae, may be necessary in order to assure to Fannie Mae the full benefits of the amendments contained in this Agreement.

12. Modification.

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified by this Agreement, this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instrument or the other Loan Documents, which are incorporated herein by reference.

13. Costs.

Borrower, New Guarantor and Original Guarantor agree to pay all fees and costs (including attorneys' fees) incurred by Fannie Mae and the Lender in connection with Fannie Mae's consent to and approval of the Guarantor Assumption, and the Transfer Fee in consideration of the consent to that transfer.

14. Financial Information.

Borrower and New Guarantor represent and warrant to Fannie Mae that all financial information and information regarding the management capability of New Guarantor provided to the Lender or Fannie Mae was true and correct as of the date provided to the Lender or Fannie Mae and remains materially true and correct as of the date of this Agreement.

15. Indemnification.

(a) Borrower, Original Guarantor and New Guarantor each unconditionally and irrevocably releases and forever discharges the Indemnitees from all Claims, agrees to indemnify the Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims. Notwithstanding the foregoing, Original Guarantor shall not be responsible for any Claims arising from the action or inaction of New Guarantor and New Guarantor shall not be responsible for any Claims arising from the action or inaction of Original Guarantor.

(b) This release is accepted by Fannie Mae and Lender pursuant to this Agreement and shall not be construed as an admission of liability on the part of any party.

(c) Original Guarantor and New Guarantor each hereby represents and warrants that it has not assigned, pledged or contracted to assign or pledge any Claim to any other person.

16. Governing Law; Consent to Jurisdiction and Venue.

Section 15.01 (Governing Law; Consent to Jurisdiction and Venue) of the Master Agreement is hereby incorporated herein as if fully set forth in the body of this Agreement.

17. Notice.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

- (1) in writing and shall be:
 - (A) delivered, in person;
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Agreement; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Agreement in accordance with this Section 17.

(c) Default Method of Notice.

Any required notice under this Agreement which does not specify how notices are to be given shall be given in accordance with this Section 17.

(d) Receipt of Notices.

No party to this Agreement shall refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

19. Severability; Entire Agreement; Amendments.

The invalidity or unenforceability of any provision of this Agreement or any other Loan Document shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect. This Agreement contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Agreement. This Agreement may not be amended or modified except by written agreement signed by the parties hereto.

20. Construction.

(a) The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

(b) Any reference in this Agreement to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Agreement or to a Section or Article of this Agreement. All exhibits and schedules attached to or referred to in this Agreement, if any, are incorporated by reference into this Agreement.

(c) Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Agreement includes the plural and use of the plural includes the singular.

(e) As used in this Agreement, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(f) Whenever a party's knowledge is implicated in this Agreement or the phrase "to the knowledge" of a party or a similar phrase is used in this Agreement, such party's knowledge or such phrase(s) shall be interpreted to mean to the best of such party's knowledge after reasonable and diligent inquiry and investigation.

(g) Unless otherwise provided in this Agreement, if Lender's approval is required for any matter hereunder, such approval may be granted or withheld in Lender's sole and absolute discretion.

(h) Unless otherwise provided in this Agreement, if Lender's designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(i) All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(j) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

21. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, the parties intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

ORIGINAL GUARANTOR:

Jeffrey S. Davidson *JSD*

STATE OF Michigan)
COUNTY OF Oakland) ss.
)

On June 8 2020 before me, Amanda Bajko, Notary Public, personally appeared Jeffrey S. Davidson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.


I certify under PENALTY OF PERJURY under the laws of the State of MI that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Seal)
My commission expires 6/7/22

AMANDA BAJKO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-07-2022
Acting in the County of Oakland

ORIGINAL GUARANTOR:



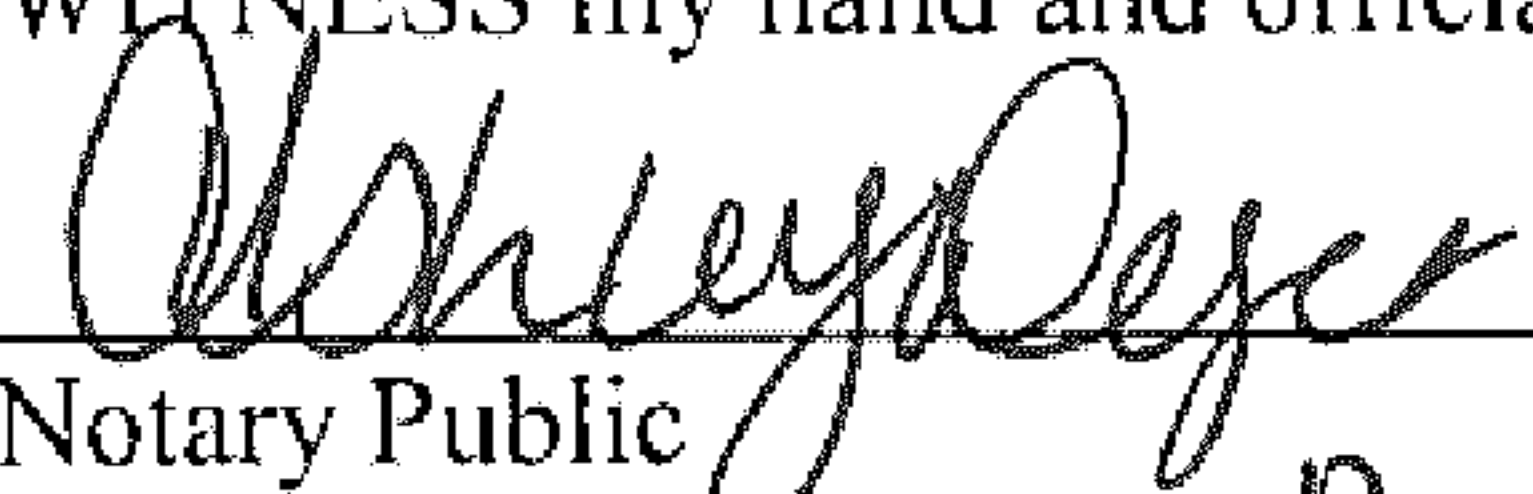
Carl G. de Rozario

ACKNOWLEDGMENT
STATE OF California)
) ss.
COUNTY OF Lassen)

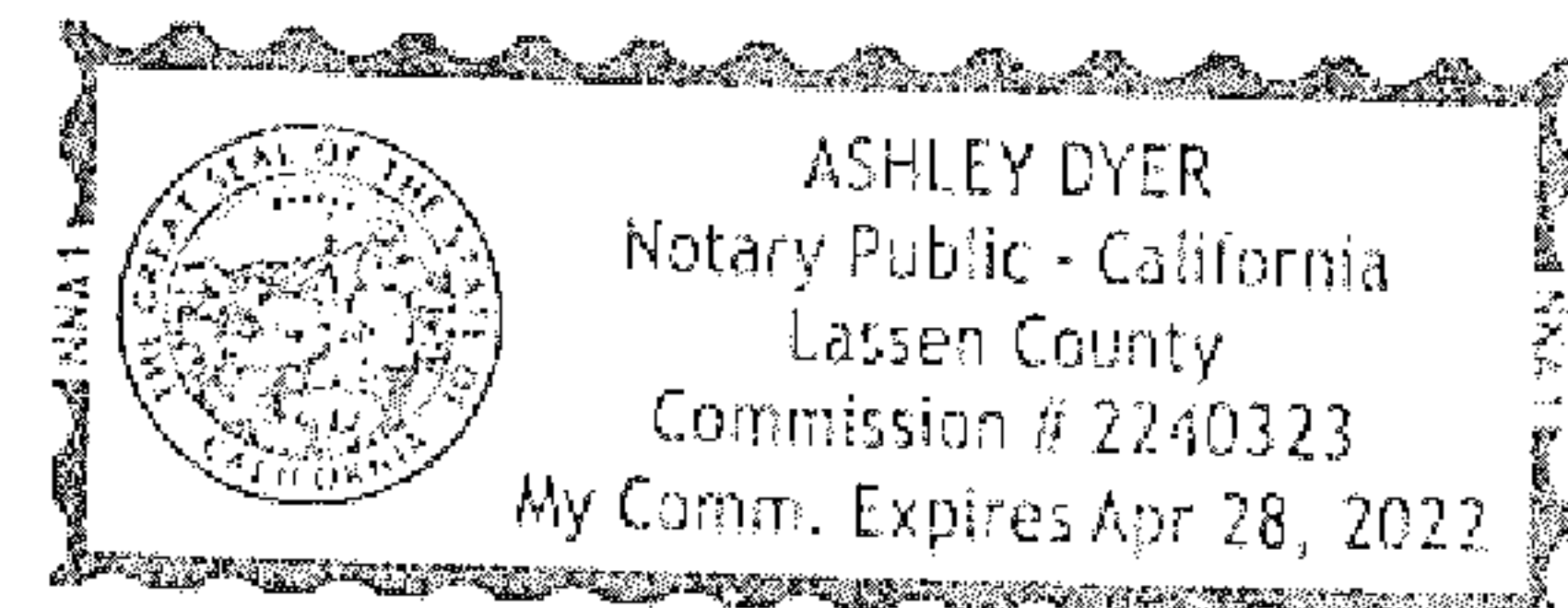
On June 8, 2020 before me, Ashley Dyer, Notary Public,
personally appeared Carl G. de Rozario, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Seal)
My commission expires April 28, 2022



ORIGINAL GUARANTOR:


Charles C. Hibben

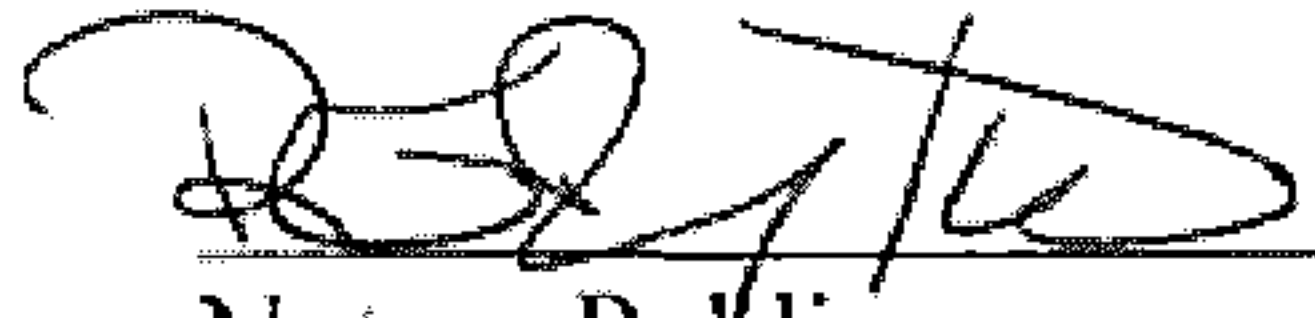
ACKNOWLEDGMENT

STATE OF CO)
) ss.
COUNTY OF Jefferson)

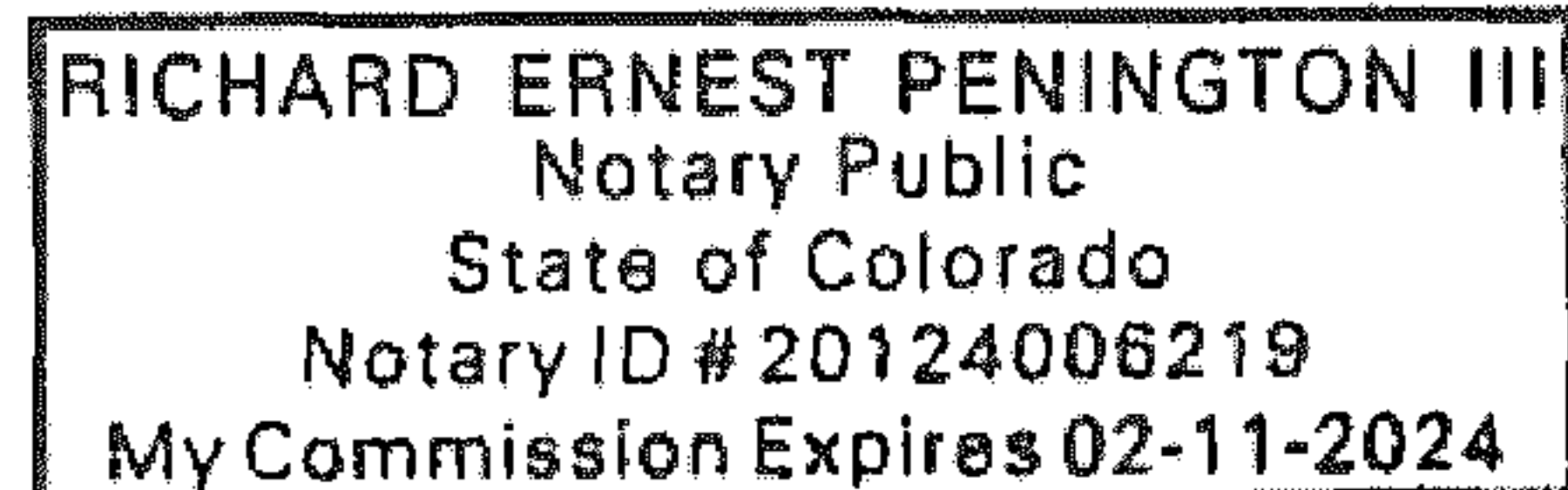
On June 8 2020 before me, Richard E Penington, Notary Public,
personally appeared Charles C. Hibben, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CO that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public
My commission expires 2/11/2024

(Seal)



SWOOP MHP JV LLC,
a Delaware limited liability company

By: Meritus Communities, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Jeffrey Davidson
Title: Manager


ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.
)

The foregoing instrument was acknowledged before me this 8 day of June, 2020 by Jeffrey Davidson, Manager of Meritus Communities, LLC, a Delaware limited liability company, the Manager of SWOOP MHP JV LLC, a Delaware limited liability company, on behalf of the limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of MICHIGAN that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)
Notary Public
My commission expires 6/7/22

AMANDA BAJKO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-07-2022
Acting In the County of Oakland

NEW GUARANTOR:

YES COMMUNITIES OP, L.P.,
a Delaware limited partnership

By: Julie Elkins (SEAL)
Name: Julie Elkins
Title: Authorized Person

ACKNOWLEDGMENT

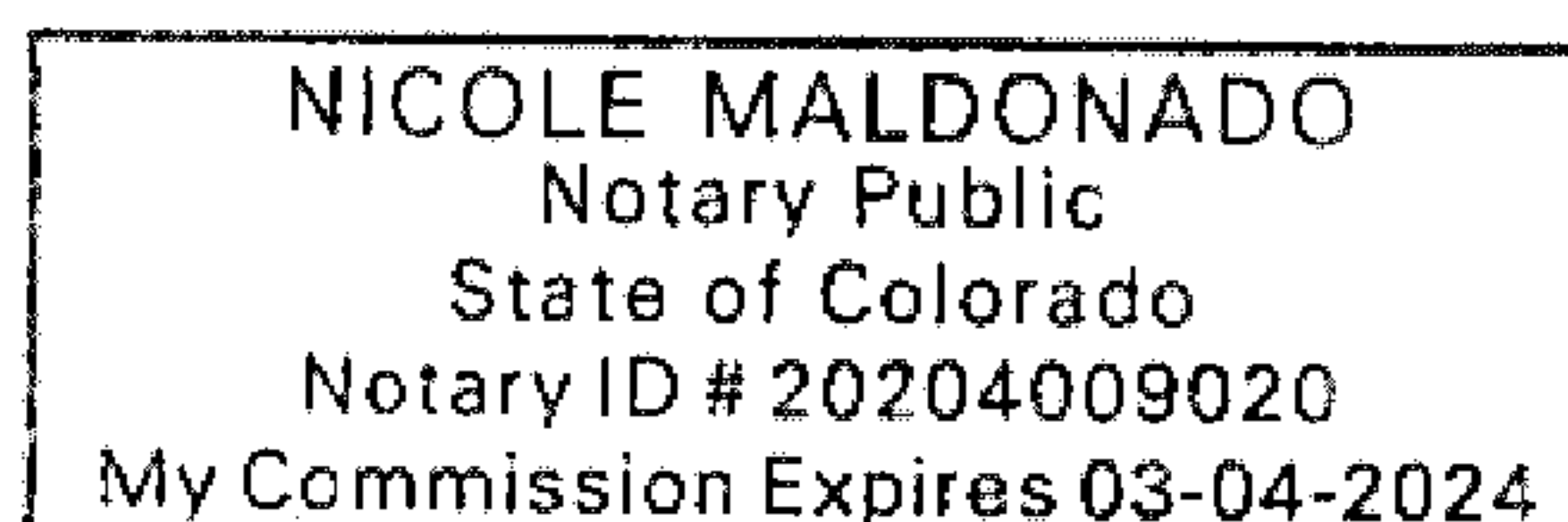
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On June 4 before me, Nicole Maldonado Notary Public,
personally appeared Julie Elkins, who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity as Authorized Person of YES COMMUNITIES
OP, L.P., and that by his/her signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of COLORADO that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nicole Maldonado (Seal)
Notary Public
My commission expires 3/4/2024

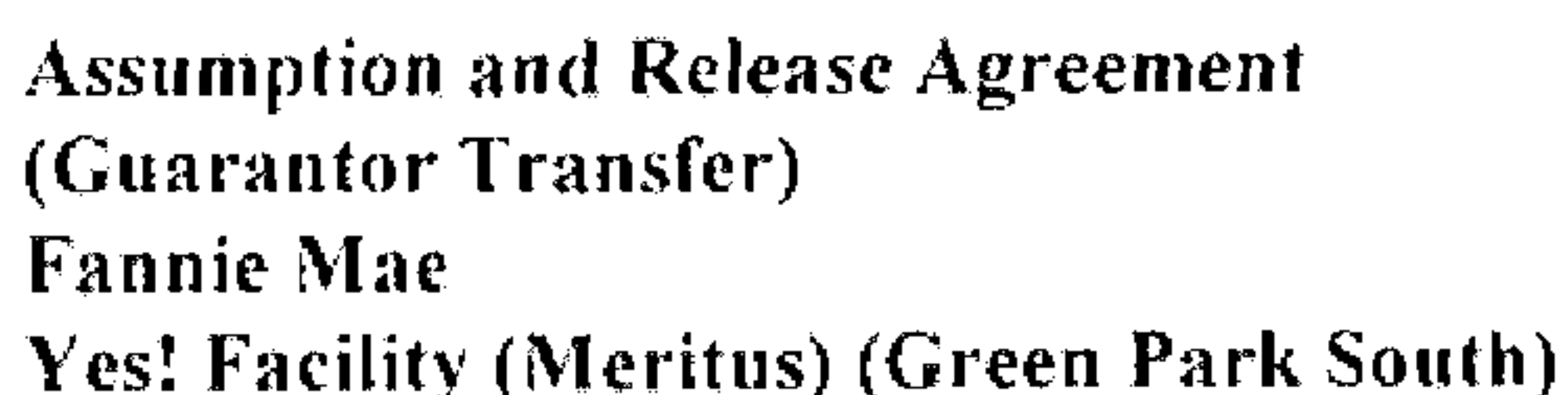


Notice Address:
c/o YES! Communities
5050 S. Syracuse Street, Suite 1200
Denver, Colorado 80237
Attention: Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I certify under PENALTY OF PERJURY under the laws of the State of COLORADO that the foregoing paragraph is true and correct.

Necor Maldonado (Seal)
Notary Public
My commission expires 3/4/2024



**EXHIBIT A to
ASSUMPTION AGREEMENT
(Guarantor Transfer)**

LEGAL DESCRIPTION OF GREEN PARK SOUTH

GREEN PARK PARCEL I

A parcel of land located in Section 1, Township 20 South, Range 3 West, more particularly described as follows:

Begin at the Northeast corner of said Section 1; thence South along the East Line thereof, a distance of 1326.0 feet; thence $45^{\circ} 51'$ right, in a Southwesterly direction a distance of 2025.0 feet; thence 90° right, in a Northwesterly direction, a distance of 682.0 feet; thence $81^{\circ} 04'$ right, in a Northeasterly direction, a distance of 663.0 feet; thence 90° left, in a Northwesterly direction, a distance of 500.0 feet; thence 90° right, in a Northeasterly direction, a distance of 1807.34 feet to a point on the North Line of said Section 1; thence 55° right, in an Easterly direction, a distance of 844.43 feet to the point of beginning. Situated in Shelby County, Alabama.

GREEN PARK PARCEL II

A 50 foot wide parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, thence in a Northerly direction along the Westerly Line of said quarter quarter of Section a distance of 25 feet to the point of beginning, said point being in the Center Line of herein described fifty foot wide parcel of land, said parcel being 25 feet each side of herein described Center Line; thence $89^{\circ} 10'$ right, in an Easterly direction, a distance of 56.05 feet to the beginning of a curve to the left, having a central angle of $73^{\circ} 32'$, and a radius of 119.93 feet; thence Northeasterly along said curve, a distance of 153.92 feet to end of said curve and the beginning of a curve to the right, having a central angle of $23^{\circ} 18'$ and a radius of 242.51 feet; thence Northeasterly along said curve, a distance of 98.62 feet to end of said curve; thence Northeasterly a distance of 715.64 feet to the beginning of a curve to the right having a central angle of $16^{\circ} 02' 30''$, and a radius of 354.83 feet; thence Northeasterly along said curve, a distance of 99.34 feet to end of said curve; thence Northeasterly a distance of 27.50 feet to the beginning of a curve to the left, having a central angle of $35^{\circ} 26' 30''$ and a radius of 313.17 feet; thence Northeasterly along said curve a distance of 193.72 feet to end of said curve to the right and the point of beginning of a curve to the right, having a central angle of $78^{\circ} 41'$ and radius of 135.26 feet; thence Northeasterly along said curve a distance of 185.75 feet to its intersection with the westerly right of way line of U.S. Highway 31 and end of herein described 50 foot wide parcel. Situated in Shelby County, Alabama.

GREEN PARK PARCEL III

A parcel of land located in the West 1/2 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, said point being on the South right of way boundary of Trailer Park Road; thence Easterly along the North boundary of said quarter quarter Section, which is also along said South right of way boundary 55.69 feet to the point of beginning of the arc of a curve, tangent to last mentioned course turning to the left, having a central angle of 73° 32' and a radius of 144.93 feet; thence Easterly and thence Northeasterly along said arc 186.00 feet to the point of beginning of another curve, turning to the right, tangent to last mentioned curve, having a central angle of 23° 18' and a radius of 271.51 feet; thence Northeasterly along the arc of last mentioned curve 88.45 feet; thence Northeasterly along a line tangent to last mentioned arc 17.75 feet (The last mentioned three courses were along said South right of way boundary of Trailer Park Road); thence right 63° 30' in a Southeasterly direction 35 feet, more or less, to the centerline of Bishop Creek; thence Southwesterly along said centerline 486 feet, more or less, to intersection with the West boundary of said quarter quarter Section; thence Northerly along said West boundary 173 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

EASEMENT FOR WALK BENEFICIAL TO GREEN PARK

Centerline of 8.00 feet Easement for Walk

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West; thence Southerly along the West boundary of said quarter quarter Section 58.00 feet to the point of beginning of centerline herein described; thence 81° 58' left in a Southeasterly direction 28.10 feet; thence 39° 00', right in a Southeasterly direction 75 feet, more or less, to intersection with the centerline of Bishop Creek, said intersection being the terminus of centerline herein described. Situated in Shelby County, Alabama.

SOUTHGATE PARCEL I

Part of Lot 1, JH Banker's Subdivision and part of the Southeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West and the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West being more particularly described as follows:

Beginning at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence North 00° 02' 45" West along the East Line of said quarter quarter Section a distance of 1,151.65 feet to property corner in the centerline of Bishop Creek; thence run South 59° 29' 19" West along centerline of said Creek 59.70 feet to a property corner; thence run South 21° 16' 11" West along centerline of said Creek 159.36 feet to a property corner; thence run South 56° 34' 04" West along centerline of said creek 26.66 feet to a property corner, thence run along centerline of said creek North 87° 38' 50" West, a distance of 140.35 feet to a property corner; thence run along the centerline of said creek North 68° 19' 51" West a distance of 53.89 feet to a property corner; thence run North 63° 53' 32" West along centerline of said creek 22.40 feet to a point on the diagonal line from the Northeast corner of subject quarter quarter Section to the Southwest corner of same said quarter quarter Section; thence continue North 63° 53' 32" West along centerline of said Bishop Creek a distance of 101.71 feet to a property corner; thence run North 70° 16' 22" West along centerline of said creek a distance of 53.59 feet to a property corner; thence run South 59° 36' 19" West along the centerline of said creek a distance of 62.77 feet to a property corner; thence run South 56° 48' 01" West along the centerline of said creek a distance of 65.03 feet to a property corner; thence run South 40° 55' 10" West along centerline of said creek a distance of 68.06 feet to a property corner; thence run South 19° 36' 18" West along centerline of said creek a distance of 48.20 feet to a property corner; thence run South 24° 15' 39" West along centerline

of said Creek a distance of 56.85 feet to a property corner; thence run South 29° 52' 59" West along centerline of said creek a distance of 76.33 feet to a property corner; thence run South 36° 20' 45" West along centerline of said creek a distance of 69.25 feet to a property corner; thence run South 28° 20' 41" West along centerline of said creek a distance of 50.82 feet to a property corner; thence run South 35° 34' 16" West along centerline of said creek a distance of 39.42 feet to a property corner; thence run South 08° 36' 24" East along centerline of said creek a distance of 42.56 feet to a property corner; thence run South 32° 15' 53" East along centerline of said creek a distance of 34.40 feet to a property corner on the diagonal (so called twenty acre line) between the Northeast corner of said Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of same said quarter quarter; thence run South 45° 50' 56" West along said diagonal line a distance of 809.57 feet to a property corner representing the Southwest corner of the said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run South 89° 43' 11" East along the South line of said quarter quarter and the centerline of same said Bishop Creek a distance of 610.01 feet to a property corner in the centerline of said creek; thence run South 60° 22' 32" East along centerline of said creek a distance of 87.16 feet to a property corner in the centerline of said creek; thence run North 67° 18' 26" East a distance of 101.94 feet to a steel rebar property corner; thence run South 67° 18' 21" East and 4.51 feet North of and nearly parallel to an existing industrial fence a distance of 764.54 feet to a found crimped pipe corner on the Westerly margin of U.S. Highway No. 31, aka, Pelham Parkway; thence run North 27° 35' 30" East along said margin of said highway a distance of 73.53 feet to a property corner; thence run North 67° 23' 27" West a distance of 173.65 feet to a property corner; thence run North 36° 40' 19" East a distance of 46.35 feet to a property corner; thence run North 35° 01' 49" West a distance of 48.32 feet to a property corner on the East Line of the Northeast 1/4 of the Southeast 1/4 of same said Section 1; thence run North 00° 02' 19" West along the East Line of the said Northeast 1/4 of the Southeast 1/4 of same Section 1 a distance of 79.04 feet to the point of beginning. Situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY HEREIN REFERED TO AS SOUTHGATE PARCEL II:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.35 feet to a point in the centerline of Bishop Creek and the point of beginning of the property being described; thence run North 63° 53' 32" West along the centerline of Bishop Creek a distance of 101.71 feet to a point; thence run North 70° 16' 22" West along said centerline of said creek 53.59 feet to a point; thence run South 59° 36' 19" West along centerline of said creek 62.77 feet to a point; thence run South 56° 48' 01" West along centerline of said creek 65.03 feet to a point; thence run South 40° 55' 10" West along the centerline of said creek 68.06 feet to a point; thence run South 19° 36' 18" West along centerline of said creek 48.20 feet to a point; thence run South 24° 14' 39" West along centerline of said creek 56.85 feet to a point; thence run South 29° 52' 59" West along centerline of said creek 76.33 feet to a point; thence run South 36° 20' 45" West along centerline of said Bishop Creek 69.25 feet to a point; thence run South 28° 20' 41" West along said centerline of said creek 50.82 feet to a point; thence run South 35° 34' 16" West along centerline of said creek 39.42 feet to a point; thence run South 08° 36' 24" East along centerline of said creek 42.56 feet to a point; thence run South 32° 15' 53" East along centerline of said creek 34.40 feet to a point; thence run North 45° 50' 56" East a distance of 607.41 feet to the point of beginning. Situated in Shelby County, Alabama.

NOTE: SOUTHGATE PARCEL II DESCRIBED HEREIN IS WRITTEN WITHIN THE BOUNDS OF SOUTHGATE PARCEL I

SOUTHGATE PARCEL III

Beginning at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.34 feet to a point in the centerline of Bishop creek; thence run South 63° 53' 32" East along said centerline of said creek 22.40 feet to a point; thence run South 69° 19' 51" East along said centerline of said creek 53.89 feet to a point; thence run South 87° 38' 50" East along said centerline of said creek 140.35 feet to a point; thence North 56° 34' 04" East along said centerline of said creek 26.66 feet to a point; thence run North 21° 16' 11" East along said centerline of said creek 159.36 feet to a point; thence run North 59° 29' 19" East along centerline of said creek 61.31 feet to a point on the East Line of said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run North 00° 30' 24" West along said East Line of said quarter quarter, a distance of 173.00 feet to the point of beginning. Situated in Shelby County, Alabama.

301 Green Park South
Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl