

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                    )

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 19<sup>th</sup> day of August, 2020 by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Seller"), and **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company ("Purchaser").

**R E C I T A L S:**

Contemporaneously herewith, Seller has sold, transferred and conveyed to Purchaser that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

As material consideration for Seller to sell, transfer and convey the Property to Purchaser, Purchaser has agreed to enter into this Agreement regarding the development and sale of the Property.

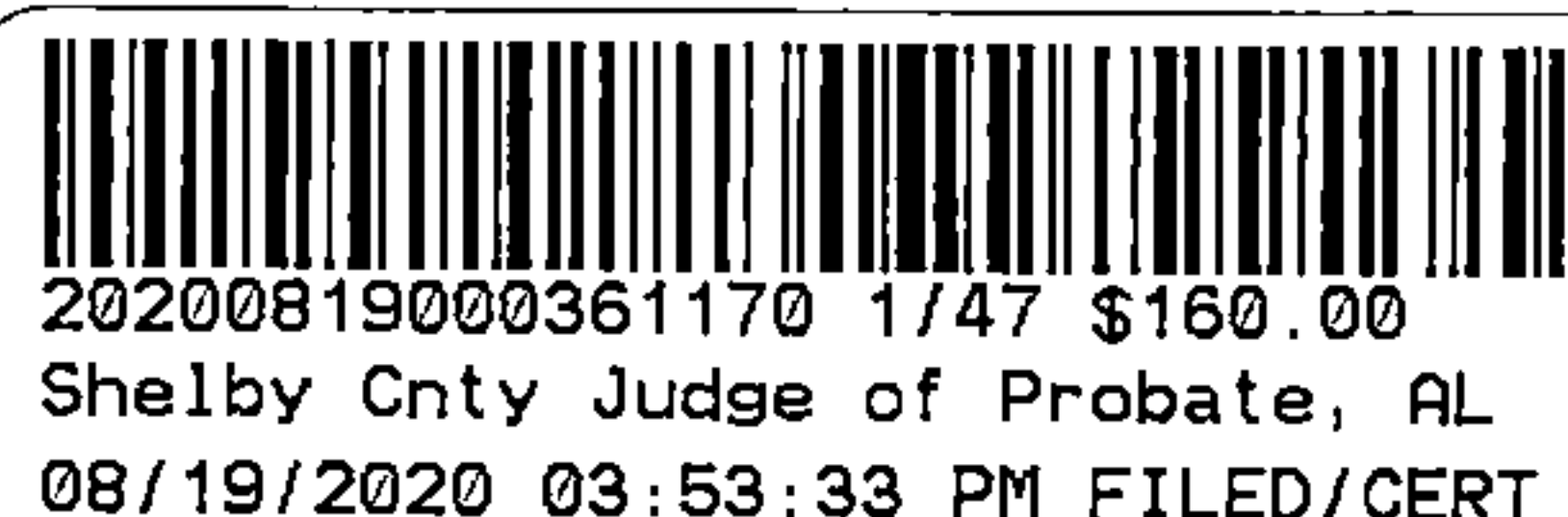
NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1.     **Definitions.** As used throughout this Agreement, the defined terms set forth above shall have the meanings so ascribed to them and, in addition, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

**"Affiliate"** The term "Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term "control" (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting securities or voting equity of such Person or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.

**"Amenity Development Fee"** shall have the meaning given to such term in the Declaration.

**"Assessments"** shall mean the Annual Assessments and any special assessments, as defined and referenced in the Declaration.





**“Association”** shall mean and refer to the Hillsboro Owners Association, Inc. an Alabama nonprofit corporation.

**“Bona Fide Purchaser”** shall mean and refer to any independent third party purchaser who is not related to or an Affiliate of Purchaser who purchases a Lot upon which Purchaser has constructed and completed a single-family residential dwelling thereon.

**“Calculated Price”** means the amount determined by multiplying \$12,652.51 by 259 less the sum of (a) the number of Lots which, as of the date of the Repurchase Notice, have been reflected on Final Plats recorded in the Probate Office and (b) the number of proposed Lots (which are not then reflected on a Final Plat) then being developed by Purchaser pursuant to Development Plans previously approved by Seller.

**“City”** means the City of Helena, Alabama, a municipal corporation.

**“Common Areas”** mean, collectively, the Entrance Features, the Parks, the Natural Common Areas, the Perimeter Areas, the Street Lights, the Swim Club, and the Trail Improvements. The Common Areas shall be owned and maintained by the Association, subject to the terms and provisions of this Agreement.

**“Declaration”** means the Amended and Restated Declaration of Protective Covenants of Hillsboro dated September 4, 2014 which has been recorded as Instrument 20140908000281620 in the Probate Office, as amended from time to time.

**“Development Default”** means the occurrence of any of the following matters: (a) Purchaser’s failure to commence the Development Work for the Initial Phase within six (6) months days from the date of this Agreement, subject to extensions thereof as a result of any matters of Force Majeure, (b) Purchaser’s failure to complete construction of the Swim Club no later than the date on which the 75<sup>th</sup> certificate of occupancy is issued for any homes constructed within the Property (the completion of the Swim Club shall be evidenced by the issuance of a final Certificate of Occupancy by the City for the Swim Club and the issuance of all applicable permits by the Shelby County Health Department for the operation of the same), subject to extensions thereof as a result of any matters of Force Majeure, (c) Purchaser’s failure to timely adhere to the Development Schedule, subject to extensions thereof as a result of any matters of Force Majeure, or (d) Purchaser is otherwise in default in the performance of any of its obligations under this Agreement or the Development Agreement.

**“Development Plans”** means, collectively, the following plans and specifications to be prepared by Purchaser, at Purchaser’s sole cost and expense, which are subject to Seller’s approval: (a) the Grading Plans, (b) the Infrastructure Plans, (c) the Entrance Plans, (d) the Parks and Perimeter Buffer Plans, and (e) the Street Trees Plan.

**“Development Schedule”** means the completion of the Development Work for each Phase (as evidenced by the recordation of a Final Plat for each Phase in the Probate Office), as follows: (a) with respect to the Initial Phase only, the recordation of a Final Plat in the Probate Office for the Initial Phase containing not less than forty (40) Lots no later than eighteen (18) months from the date of this Agreement, subject to extensions thereof as a result of any



matters of Force Majeure, and (b) with respect to all Subsequent Phases, each and every two (2) years following the recordation of the Final Plat in the Probate Office for the Initial Phase, Purchaser must complete the Development Work for a Subsequent Phase, each containing not less than forty (40) Lots, and record in the Probate Office a Final Plat for each such Subsequent Phase until such time as Final Plats reflecting 259 Lots have been recorded in the Probate Office.

**“Development Work”** shall have the meaning set forth in Paragraph 2 below.

**“Engineer”** means any Alabama licensed engineering firm selected by Purchaser and approved by Seller which shall prepare the Development Plans.

**“Entrance Features”** means, collectively, the entrance landscaping and hardscape, including entryway monuments, irrigation, lighting and signage which Purchaser shall be obligated to construct and install at the entrances of the Property in substantial accordance with the Entrance Plans.

**“Entrance Plans”** means the plans and specifications for the Entrance Features for each Phase to be prepared by Purchaser and submitted to Seller for review and approval pursuant to Paragraph 2(b) below, which Entrance Plans shall be consistent with other entryways within Hillsboro and shall, at a minimum, provide for entryway monuments consistent with that shown in Schedule 1 attached hereto and incorporated herein by reference.

**“Excluded Lots”** shall have the meaning given to such term in Paragraph 4 below.

**“Exclusive Broker”** means the exclusive real estate broker designated from time to time by Seller for all of the residential areas of Hillsboro. As of the date of this Agreement, the Exclusive Broker designated by Seller is Ingram & Associates, LLC.

**“Exclusive Brokerage Agreement”** means the exclusive brokerage/listing agreement entered into by and between Purchaser and Exclusive Broker with respect to the Property.

**“Final Plat”** means any one or more subdivision plats to be prepared by Purchaser subdividing the then applicable Phase into Lots and Common Areas following completion of the Development Work for the then applicable Phase.

**“Force Majeure”** means any delays caused by acts of God, war, terrorism, casualty, shortages of material or labor, strikes, governmental approvals, moratoriums or restrictions, modified work schedules and staffing in response to national, state or local guidance (whether mandatory or elective) with respect to COVID-19, internal policies of either party regarding work and work stoppage with respect to COVID-19, pandemics, negligent or willful acts or omissions of the other party, its agents, employees, tenants, contractors and invitees, or any other cause beyond the reasonable control of any party; provided, however, that unavailability or inability to obtain financing or funding shall not constitute a matter of Force Majeure.



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**“Grading Plans”** means the grading plans for the Grading Work for each applicable Phase to be prepared by the Engineer and approved by Seller.

**“Grading Work”** means the clearing, grubbing, excavation, fill and grading of each applicable Phase by Purchaser.

**“Infrastructure Plans”** shall mean and refer to the infrastructure plans for the Infrastructure Work for each applicable Phase to be prepared by the Engineer and approved by Seller.

**“Infrastructure Work”** shall mean and refer to the construction and installation by Purchaser of the following for each Phase of the Property: (a) underground electrical, gas, water, sanitary sewer (excluding the Pump Station and Force Main), telephone and cable television lines, pipes, wiring, conduit and other apparatus necessary or required to provide each proposed Lot within such applicable Phase and all of the Common Areas within such applicable Phase with utility services, (b) all storm water drainage lines, pipes, culverts and other apparatus which may be necessary or required to provide storm water drainage for the applicable Phase (including, without limitation, all Lots, Parks, roadways and other Common Areas within such applicable Phase), and (c) paved public roadways within such applicable Phase which will provide public access to and from all Lots within such applicable Phase.

**“Initial Phase”** means that portion of the Property determined by Purchaser (with the consent and approval of Seller) which will be developed by Purchaser as the first Phase of the Property and which shall consist of a minimum of forty (40) proposed Lots.

**“Lot”** means any single-family residential lot into which any portion of the Property may be subdivided, as reflected on a Final Plat.

**“Mailbox Specification Plans”** means the standardized mailbox utilized throughout the Hillsboro development as more particularly shown on **Schedule 1** attached hereto and incorporated herein by reference.

**“Master Builder Agreement”** means the Hillsboro Participating Builder Master Agreement entered into by Purchaser and Seller, a copy of which is attached to the statutory warranty deed pursuant to which Seller transferred and conveyed the Property to Purchaser.

**“Natural Common Areas”** means those areas of the Property which have been designated as “Natural Common Areas” on the Preliminary Plan.

**“Parks”** means those areas of the Property which have been designated as “Parks” on the Preliminary Plan.

**“Parks”** means and refers to lots 15 (Common Area), 35 (Common Area), and 59 (Common Area), as shown on the Preliminary Plan.

**“Parks and Perimeter Buffer Plans”** means, collectively, the following plans and specifications to be prepared by Purchaser for each Phase and submitted to Seller for review



and approval pursuant to Paragraph 2(b) below: (a) with respect to the Parks, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect that all of the Parks shall be landscaped with trees and shrubbery, grassed (with sod), and irrigated in a manner consistent with other parks within Hillsboro, (b) with respect to the Perimeter Areas, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect that all Perimeter Areas shall be landscaped with trees and shrubbery, grassed (with sod), and irrigated in a manner as other perimeter/common areas within Hillsboro which are adjacent to Hillsboro Parkway, and (c) with respect to the Natural Common Areas, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect the installation of the Trail Improvements and the replacement of any trees or other vegetation damaged or destroyed in connection with the installation of the Trail Improvements.

**“Perimeter Areas”** means all areas within the Property (other than Lots) which abut any existing or proposed public roadway as shown on the Preliminary Plan.

**“Person”** means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

**“Phase”** means each phase or sector of the Property which will be developed by Purchaser, as reflected in the Development Plans approved by Seller for such phase or sector. The Phases include the Initial Phase and all Subsequent Phases.

**“Plans”** means, collectively, the Subdivision Plans, the Mailbox Specification Plans, the Parks and Perimeter Buffer Plans, the Street Light Standards Plan, and the Standard Street and Traffic Signage Plans.

**“Preliminary Plan”** means and refers to the Preliminary Plan for the Property attached hereto as Exhibit B and which is also attached to and forms a part of the Subdivision Plans.

**“Probate Office”** means the Office of the Judge of Probate of Shelby County, Alabama.

**“Pump Station and Force Main”** means the new sanitary sewer pump/lift station and force main sanitary sewer lines which are described and shown in the Pump Station and Force Main Plans to be constructed by Seller as hereinafter provided which shall serve all of the Property and other portions of Hillsboro owned by Seller.

**“Pump Station and Force Main Plans”** means the plans and specifications for the Pump Station and Force Main prepared by Hatch Mott MacDonald Alabama, Inc. which are more particularly described in Exhibit C attached hereto and incorporated herein by reference.

**“Repurchase Closing Date”** shall mean, either (a) the date, which shall be no more than 90 days following the date of the Repurchase Notice, specified by Seller as the date on which the closing of the Repurchase Option will occur in connection with the exercise by Seller of the Repurchase Option in accordance with the terms and provisions of Paragraph 3 hereof or (b) the closing date specified in any Offer Contract under which Seller has elected to repurchase



any portion of the Property in connection with the exercise by Seller of the Repurchase Option in accordance with the terms and provisions of Paragraph 5 hereof.

**“Repurchase Notice”** shall have the meaning set forth in Paragraph 4 below.

**“Repurchase Option”** shall have the meaning set forth in Paragraph 3(a) below.

**“Standard Street and Traffic Signage Plans”** means the plans and specifications for standardized traffic and street signage for all of the Hillsboro residential development as more particularly shown in Schedule 1 attached hereto and incorporated herein by reference.

**“Street Light Standards Plan”** means the standard “colonial” street light fixtures of Alabama Power Company containing a fiberglass pole, substantially as shown on Schedule 1 attached hereto and incorporated herein by reference.

**“Street Lights”** means all street lights, poles, standards, fixtures and bulbs (lamps) to be installed within the Property by Purchaser in accordance with the Street Light Standards Plan.

**“Street Trees”** means trees of such size, type, quantity and location to be installed by Purchaser along all streets within each Phase in accordance with the Street Trees Plan for such Phase.

**“Street Trees Plan”** means the plan to be prepared by Purchaser (and approved by Seller) for each Phase for all Street Trees for such Phase.

**“Subsequent Phase”** means each phase or sector of the Property to be developed by Purchaser following the Initial Phase.

**“Swim Club”** means a swimming pool, clubhouse and playground to be designed and constructed by Purchaser, at Purchaser’s sole cost and expense, within that portion of the Property shown as “Swim Club” on the Preliminary Plan in accordance with Swim Club Plans and the terms and provisions of Paragraph 2(e)(xii) below. The Swim Club shall generally be substantially equivalent to the swim club facility, parking areas, amenities and landscaping at Appleford within the Hillsboro development.

**“Swim Club Plans”** means, collectively, the following to be prepared by Purchaser and submitted to Seller for approval: (a) construction plans and specifications for the construction of the Swim Club, (b) landscaping plans for the Swim Club and (c) an estimate of the costs of constructing the Swim Club.

**“Trail”** means the existing pedestrian trail system which runs through the Hillsboro development.

**“Trail Improvements”** means (a) those improvements to be made by Purchaser within the Property in accordance with the Trail Specifications with respect to any portion of the



Trail lying within the Property and shown on the Preliminary Plan or the Development Plans for any Phase and (b) repaving and replacing any portions of the Trail which are removed, damaged or destroyed in connection with Purchaser's development of the Property or the performance of any of the Development Work.

"Trail Specifications" shall mean the specifications set forth in Schedule 2 attached hereto and incorporated herein by reference.

2. Development of Property.

(a) Preliminary Plan. Seller has provided to Purchaser the Preliminary Plan as the preliminary plan for the development of the Property. The parties acknowledge that the Preliminary Plan is conceptual only and does not constitute a representation by Seller of what may or may not actually be approved for development by the City. Subject to the remaining terms and provisions of this Paragraph 2, Purchaser covenants and agrees that the Property shall be developed in substantial accordance with the Preliminary Plan. The Development Plans for each Phase shall follow the Preliminary Plan in all material respects. The Preliminary Plan establishes a maximum of 259 Lots within the Property. In no event will the total number of Lots to be created within all of the Property exceed 259 Lots.

(b) Phase by Phase Development. The Property will be developed by Purchaser in several Phases in accordance with the Development Schedule. At such time as Purchaser desires to commence the Development Work for any Phase, Purchaser shall, at its sole cost and expense, prepare and submit to Seller for review and approval, which approval shall not be unreasonably withheld or delayed so long as such proposed Phase follows the Preliminary Plan, the following: (i) a survey prepared by the Engineer setting forth the legal description of the applicable Phase to be developed by Purchaser and (ii) the Development Plans for such applicable Phase. The Development Plans for the Initial Phase must be submitted by Purchaser to Seller for approval no more than 150 days from the date of this Agreement.

(c) Construction of Pump Station and Force Main. Promptly following the date of this Agreement, Seller shall construct and install the Pump Station and Force Main in accordance with the Pump Station and Force Main Plans. Seller covenants and agrees, at Seller's sole cost and expense, to promptly undertake the construction of the Pump Station and Force Main and cause the same to be constructed and completed in a good and workmanlike manner in substantial accordance with the Pump Station and Force Main Plans. The Pump Station and Force Main must be completed by Seller (as evidenced by the acceptance of the same by the City) no later than nine (9) months from the date of this Agreement, subject to extensions thereof as a result of any matters of Force Majeure. The Pump Station and Force Main shall be deemed to have been completed upon the issuance by the City of a written letter or certificate (i) accepting the dedication of the Pump Station and Force Main and (ii) agreeing to maintain the Pump Station and Force Main. Purchaser shall be solely responsible for constructing and installing gravity lines throughout the Property which connect to the Pump Station and Force Main (collectively, the "Gravity Lines").

(d) Preparation of Swim Club Plans by Purchaser. No later than the date on which the 50<sup>th</sup> certificate of occupancy is issued by the City for any homes constructed



within the Property, Purchaser shall, at its sole cost and expense, cause the Swim Club Plans to be prepared by an architect reasonably acceptable to and approved by Seller and shall submit such Swim Club Plans to Seller for review and approval, which approval shall not be unreasonably withheld or delayed.

(e) Improvements to be Undertaken by Purchaser. Except for the Pump Station and Force Main (which will be constructed by Seller pursuant to the provisions of Paragraph 2(c) above), Purchaser shall, at its sole cost and expense, be solely responsible for all work and improvements of any nature which may be necessary or required to develop the Property into Lots in accordance with the Development Plans for the then applicable Phase and the remaining terms and provisions of the Development Agreement. Such work (collectively, the "Development Work") to be performed by Purchaser shall include, without limitation, the following:

(i) Purchaser shall undertake all Grading Work and other site preparation work for each applicable Phase in accordance with the Grading Plans approved by Seller for such Phase;

(ii) Purchaser shall undertake all Infrastructure Work for each applicable Phase in accordance with the Infrastructure Plans for such Phase, including, without limitation, constructing and installing all necessary underground utility lines, pipes, wiring, conduit, equipment and other apparatus (including all Gravity Lines) necessary or required in order to provide underground utility services to each of the individual Lots and all Common Areas within such applicable Phase. To the extent any utility lines, pipes, wiring, conduit, lift (pump) stations, equipment and other apparatus necessary or reasonably required in order to provide underground utility services to the proposed Lots and Common Areas within the applicable Phase are not located within the boundary of the Property, Seller agrees to grant to Purchaser easements for the construction of underground utility lines across those portions of the real property owned by Seller which may be adjacent to the Property so long as the form of such easement agreement and the location of such easements are reasonably acceptable to Seller;

(iii) Purchaser shall be solely responsible for constructing any and all roads and alleys within the applicable Phase in accordance with the Development Plans approved by Seller for the then applicable Phase, which roads and alleys shall (1) be constructed in accordance with the design and construction standards set forth in the Development Plans for such applicable Phase and as may be required by the City and (2) be dedicated to the City as public roadways upon completion of construction of the same;

(iv) Purchaser shall cause all Parks shown on the Preliminary Plan to be created within the applicable Phase, which Parks shall contain landscaping and such other improvements as may be required by the Parks and Perimeter Buffer Plans for such applicable Phase approved by Seller;



(v) Purchaser shall construct and install the Entrance Features and landscape the Perimeter Areas in accordance with the Parks and Perimeter Buffer Plans for the applicable Phase approved by Seller;

(vi) Purchaser shall construct and install the Trail Improvements for each applicable Phase in accordance with the Trail Specifications;

(vii) Purchaser shall construct all sidewalks on both sides of every road within each applicable Phase as may be required by Seller;

(viii) Purchaser shall install Street Lights within each applicable Phase in accordance with the Street Light Standards Plan and in the number of locations as determined by mutual agreement of Seller and the City. All Street Lights shall be installed at Purchaser's expense by Alabama Power Company pursuant to a program which provides that Alabama Power Company will install such Street Lights, the City will pay the monthly electrical service charges for the same and the Association shall maintain the same (including replacement of bulbs and fixtures);

(ix) Purchaser shall install all street and traffic signage within each applicable Phase in accordance with the Standard Street and Traffic Signage Plan;

(x) Purchaser shall install the Street Trees within each applicable Phase in accordance with the Street Trees Plan for such Phase approved by Seller

(xi) Purchaser shall install all mailboxes for each Lot within the applicable Phase in accordance with the Mailbox Specification Plans;

(xii) Purchaser shall construct and complete the Swim Club in accordance with the Swim Club Plans approved by Seller pursuant to terms and provisions of Paragraph 2(d) above. The Swim Club must be completed no later than the date on which the 75<sup>th</sup> certificate of occupancy is issued by the City for any homes constructed within the Property (the completion of the Swim Club shall be evidenced by the issuance of a final Certificate of Occupancy by the City for the Swim Club and the issuance of all applicable permits by the Shelby County Health Department for the operation of the same), subject to extensions thereof as a result of any matters of Force Majeure; and

(xiii) Purchaser shall be obligated to provide stubbed access roads and underground utilities to those portions of the Hillsboro development shown on the Preliminary Plan which do not constitute part of the Property at locations and in such dimensions as determined solely by Seller (to be reflected on the Development Plans for each Phase approved by Seller).





The Development Work for the Initial Phase shall consist of a minimum consisting of approximately forty (40) Lots, as shown on the Preliminary Plan, must be commenced by Purchaser no later than ninety (90) days following the date of this Agreement and must be completed on or before 18 months from the date of this Agreement. The Development Work for each Phase shall be must be completed by Purchaser in accordance with the Development Schedule. The Development Work for each Phase shall be deemed to have been completed upon the recordation of a Final Plat in the Probate Office for such Phase.

(f) Subdivision of Property into Lots. On or before completion of the Development Work for each Phase, Purchaser shall, at its sole cost and expense, cause such Phase to be subjected to a Final Plat substantially similar in layout and design as set forth in the Preliminary Plan. All Final Plats shall reflect the subdivision of the Property into Lots which satisfy the Development Plans for the applicable Phase and which, in no event, exceed 259 Lots, which is the maximum number of Lots allowed within the Property. Each Final Plat shall contain a signature line on such Final Plat reflecting Seller's approval of such Final Plat before the same is submitted to the City for approval. The first Final Plat to be recorded in the Probate Office shall include the Swim Club. Each Final Plat shall reflect as separate lots or areas identified as "Common Areas" all Parks, Perimeter Areas, Trail Improvements, and the Entrance Features. Each Final Plat, as approved by Seller, shall not be altered, amended or changed in any respect without the prior written consent and approval of Seller. Following the approval of the Final Plat for each phase/sector of the Property by both Seller and the City, each Final Plat shall be recorded by Purchaser in the Probate Office.

(g) Costs and Expenses of Development Work in Compliance with Governmental Requirements. Purchaser shall be solely responsible for all costs and expenses payable in connection with undertaking and completing the Development Work in accordance with the terms and provisions of the Development Agreement. Purchaser shall also be responsible for satisfying, complying with and otherwise obtaining all governmental approvals which may be necessary or required in connection with the development of the Property including, without limitation, obtaining all necessary storm water discharge (NPDES) permits for the Development Work to be performed by Purchaser. Furthermore, Purchaser shall be solely responsible for obtaining all permits and posting all bonds and otherwise paying all fees and other amounts necessary or required to undertake any of the Development Work.

(h) Maintenance of Common Areas. Purchaser shall, at its sole cost and expense, maintain all of the Common Areas in good condition and repair at all times until such time as the Common Areas have been accepted by the Association pursuant to the terms and provisions of Paragraph 2(h) below.

(i) Acceptance of Common Areas by Association. The Association, by execution of this Agreement, agrees to accept the responsibility to maintain the Common Areas upon the satisfaction of the following:

(i) With respect to the Parks, the Perimeter Areas, the Entrance Features, the Street Lights, and the Trail Improvements reflected on any Final Plat approved by Seller, the Association will accept the same one (1) year



following the recordation of such Final Plat so long as such improvements and landscaping have been constructed and installed in accordance with the terms and provisions of this Paragraph 2 and the Association has inspected and approved the condition of such improvements and landscaping as provided in Paragraph 2(i)(iii) below; and

(ii) With respect to the Swim Club, the Association will accept the same (1) upon the issuance of (x) a final Certificate of Occupancy by the City for the Swim Club and (y) any and all permits by the Shelby County Health Department regarding the operation of the Swim Club and (2) to the extent the Swim Club has been constructed and installed in accordance with the terms and provisions of this Paragraph 2, upon inspection and approval of the condition of the Swim Club by the Association as provided in Paragraph 2(i)(iii) below; and

(iii) All of the Common Areas must be inspected by the Association and, to the extent any landscaping has died or is diseased, or any other improvements within or constituting part of the Common Areas have not been constructed in accordance with the Development Plans for the applicable Phase and the other terms and provisions of this Paragraph 2 or such improvements have been damaged or have not been maintained in a good condition and state of repair, as reasonably determined by the Association, then Purchaser shall cause the same to be repaired or replaced as may be required by the Association prior to the Association accepting the same.

Any Common Areas to be maintained by the Association shall be transferred and assigned by Purchaser to the Association by quitclaim deed in form acceptable to the Association; provided, however, that Purchaser shall provide to the Association recorded releases from any and all lenders of Purchaser which evidence that such lender has released all such Common Areas from the lien of any mortgages which may encumber any portion of the Property. The Association shall not be obligated to assume any contracts or agreements entered into by Purchaser with respect to the Common Areas.

(j) Amenity Development Fees. Subject to the remaining terms and provisions of this Paragraph 2(j), the Association, by execution of this Agreement, agrees to pay to Purchaser any and all Amenity Development Fees paid to the Association by any Bona Fide Purchaser who purchases a Lot from Purchaser to the extent such Lot constitutes part of the Property. Such payments to Purchaser shall be a partial deferment of the costs incurred by Purchaser in constructing the Swim Club. Such payments shall be made with respect to all Lots within the Property; provided, however, that (i) if a Development Default occurs, no Amenity Development Fees will be payable to Purchaser until such Development Default has been cured, (ii) no Amenity Development Fees shall be paid to Purchaser until the Swim Club has been completed, and (iii) the maximum aggregate amount of Amenity Development Fees to be paid to Purchaser shall not exceed the total Amenity Development Fees paid by Bona Fide Purchasers of Lots within the Property.

(k) Exclusive Brokerage. As a material inducement to Seller to sell the Property to Purchaser, Purchaser has agreed to utilize any exclusive broker designated by



Seller for the sale of single-family residential homes within Hillsboro. As of the date of this Agreement, Seller has designated Exclusive Broker as the exclusive broker for the Hillsboro development. Contemporaneously herewith, Purchaser has entered into the Exclusive Brokerage Agreement with Exclusive Broker which will require that Purchaser and any subsequent owner of any of the Property (including any mortgagees or purchasers at foreclosure) utilize Exclusive Broker as the sole and exclusive real estate broker for the sale of any Lots and single-family homes developed within the Property, which obligation shall constitute a covenant running with the land which shall be binding upon all subsequent owners (including any mortgagee or purchaser at foreclosure) of any portion of the Property; provided, however, that at such time as a Lot has been developed with a completed single-family residential unit thereon which is then sold to a Bona Fide Purchaser in an arms-length transaction, then the Exclusive Brokerage Agreement as to such Lot sold to such Bona Fide Purchaser shall automatically cease, terminate and be deemed null and void; however, the exclusive listing agreement as to all other portions of the Property shall remain in full force and effect.

(l) Development Defaults. Upon the occurrence any Development Default by Purchaser, Seller shall have the right, at its option, to (a) exercise the Repurchase Option in accordance with the terms and revisions of Paragraph 3 below, (b) declare Purchaser to be in default under any and all other documents, instruments and agreements entered into by and between Purchaser and Seller, or (c) exercise any other rights and remedies available to Seller at law or in equity. Purchaser understands and agrees that money damages would not be a sufficient remedy for any actual or threatened breach of the Development Agreement by Purchaser, and that Seller shall be entitled, without being required to post any bond or other security, to specific performance and/or injunctive relief as a remedy for any such breach without need to prove actual damages. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. In the event Seller enforces its rights in the event of a breach by Purchaser, Seller shall be entitled to reimbursement from Purchaser of all costs and expenses (including attorneys' fees) incurred by Seller in the enforcement of its right hereunder.

(m) Release. So long as no Development Default has occurred and is continuing, at such time as Purchaser has recorded a Final Plat with respect to any Phase and satisfied all of its obligations set forth in this Paragraph 3 with respect to such Phase, Seller agrees to execute and deliver to Purchaser a termination or release in form reasonably acceptable to Seller and Purchaser terminating and releasing such Phase from the terms and provisions of the Development Agreement.

(n) Default by Purchaser. **PURCHASER ACKNOWLEDGES THAT IT IS A MATERIAL INDUCEMENT TO SELLER THAT ALL OF THE DEVELOPMENT WORK BE UNDERTAKEN, PERFORMED AND COMPLETED TO THE SAME STANDARDS, LEVEL OF FINISH, AND QUALITY AS IN OTHER SECTORS OF HILLSBORO AND THAT ANY DEVIATION FROM THE DEVELOPMENT PLANS FOR EACH PHASE SHALL REQUIRE SELLER'S PRIOR WRITTEN APPROVAL. PURCHASER ACKNOWLEDGES THAT SELLER, AS THE OWNER OF REMAINING UNDEVELOPED LAND IN HILLSBORO, MAY SUFFER UNQUANTIFIABLE DAMAGES IF THE PROPERTY IS NOT DEVELOPED AS SET FORTH IN THIS AGREEMENT; THEREFORE, SELLER SHALL HAVE ALL RIGHTS**



AND REMEDIES AVAILABLE TO SELLER AT LAW AND IN EQUITY TO ENFORCE PURCHASER'S DEVELOPMENT OBLIGATIONS STRICTLY IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, RIGHTS OF SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF (WITHOUT THE NECESSITY OF, OR ANY REQUIREMENT FOR, THE POSTING OF ANY BOND OR OTHER SECURITY), ACTIONS IN CONTRACT, AND RIGHTS OF SELF-HELP, AND ANY AND ALL COSTS INCURRED BY SELLER IN ENFORCEMENT OF THIS SECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS, SHALL BE PAYABLE BY PURCHASER TO SELLER UPON WRITTEN DEMAND. IN ADDITION, UPON THE OCCURRENCE OF ANY DEVELOPMENT DEFAULT, SELLER MAY EXERCISE ITS REPURCHASE OPTION. PURCHASER'S DEVELOPMENT OBLIGATIONS SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEED.

3. Repurchase Option.

(a) Purchaser does hereby grant to Seller the option (the "Repurchase Option") to repurchase all or any portion of the Property upon the occurrence of either of the following events:

(i) In the event a Development Default occurs at any time on or after the date of this Agreement which is not cured within thirty (30) days following the giving of written notice of default by Seller to Purchaser (the "Development Default Notice"), then Seller shall have the right (but not the obligation), at its option, to exercise the Repurchase Option and repurchase all or any portion of the Property in accordance with the terms and provisions set forth in Paragraph 4 below; and

(ii) If Purchaser desires to transfer, sell or convey any portion of the Property to any Person other than a Bona Fide Purchaser, then Seller shall have the right (but not the obligation), at its option, to exercise the Repurchase Option and repurchase all or any portion of the Property in accordance with the terms and provisions set forth in Paragraph 5 below.

(b) On the Repurchase Closing Date, Purchaser shall be obligated to transfer and convey to Seller the portion of the Property which Seller has elected to repurchase pursuant to the terms and provisions of Paragraphs 4 or 5 below, which conveyance shall be made by Purchaser to Seller (or its designee) by statutory warranty deed, free and clear of all liens and encumbrances other than those matters of title in existence as of the date of the original conveyance of the Property by Seller to Purchaser. Purchaser shall be solely responsible for causing any and all mortgages, liens and other encumbrances of any nature to be removed of record from the portion of the Property being repurchased by Seller. On the Repurchase Closing Date, Seller shall pay to Purchaser the purchase price for the Property being repurchased by Seller, which purchase price shall be determined in accordance with the terms and provisions of Paragraph 4(c) below. The Repurchase Option may be exercised at any time and from time to time by Developer to the extent a Development Default has occurred and is continuing. On the Repurchase Closing Date, real estate ad valorem taxes and assessments and Assessments shall be



prorated in the same manner as provided in this Agreement. The Repurchase Option may be enforced by either Seller or Purchaser by an action for specific performance.

(c) The purchase price payable by Seller to Purchaser for any portion of the Property being repurchased by Seller pursuant to the exercise of the Repurchase Option by Seller shall be (i) in the case of any repurchase pursuant to the terms and provisions of Paragraph 4 below, the Calculated Price for that portion of the Property then being repurchased by Seller or (ii) in the case of the repurchase by Seller of any portion of the Property pursuant to the terms and provisions of Paragraph 5 below, the price determined pursuant to Paragraph 5(f) below.

4. **Repurchase Option Following Development Default.** In the event any Development Default remains uncured for more than thirty (30) days following the giving of the Development Default Notice, then Seller shall have the right (but not the obligation), at its option, to elect to repurchase all or any portion of the Property (other than any Excluded Lots) which shall be specified by Seller to Purchaser in a written notice (the "Repurchase Notice") to be given by Seller to Purchaser at any time after the expiration of thirty (30) days following the giving of the Development Default Notice. The Repurchase Notice shall specify that portion of the Property then owned by Purchaser which Seller desires to repurchase from Purchaser; provided, however, that in no event shall any Lots reflected on a Final Plat recorded in the Probate Office or any proposed Lots within a Phase then being developed by Purchaser pursuant to Development Plans approved by Seller be subject to such Repurchase Option (the "Excluded Lots").

5. **Repurchase Rights Upon Possible Resale of Property.**

(a) In the event Purchaser desires to transfer, sell or convey any portion of the Property to any Person other than a Bona Fide Purchaser at any time on or after the date of this Agreement, then Purchaser shall be required to provide written notice (the "Sales Notice") thereof to Seller. The Sales Notice shall specify the portion of the Property (the "Offered Property") which Seller desires to sell, the Person to whom Purchaser desires to sell the Offered Property (the "Offeror"), the sales price (the "Offer Price") which the Offeror has agreed to pay to the Purchaser for the Offered Property and a copy of the sales contract (the "Offer Contract") which has been executed by Purchaser and such Offeror. Within fourteen (14) days following its receipt of the Sales Notice and all of the information required to be provided to Seller as required by the terms and provisions of this Paragraph 5(a), Seller must notify Purchaser in writing of its desire to purchase the Offered Property upon the same terms and conditions set forth in the Offer Contract except that the purchase price payable by Seller to Purchaser for the Offered Property shall be determined in accordance with the terms and conditions of Paragraph 5(f)(i) below.

(b) To the extent Purchaser provides a Sales Notice to Seller, then, with or without exercising the Repurchase Option as to the Offered Property, Seller shall also have the right, but not the obligation, to repurchase all or any other portions of the remainder of the Property which do not constitute Excluded Lots by providing to Purchaser written notice, within 30 days following its receipt of the Sales Notice, of its desire to exercise the Repurchase Option as to any portion of the Property other than Excluded Lots.



(c) In the event Seller fails to timely exercise the Repurchase Option in accordance with the terms and provisions set forth herein, then, subject to the terms and provisions of Paragraph 5(d) below, Purchaser shall be deemed to have irrevocably and unconditionally waived its right to repurchase the Offered Property described in the then applicable Offer Notice; however, the Repurchase Option shall remain in full force and effect with respect to the remainder of the Property.

(d) Notwithstanding anything provided herein to the contrary, if the Repurchase Option is not exercised by Seller (or is deemed to have been waived by Seller as provided in Paragraph 5(c) above), but (i) Purchaser desires to change any of the terms and provisions set forth in the Offer Contract or (ii) the sale contemplated in the Offer Contract does not close on or before the closing date specified in the Offer Contract submitted to Seller with the Sales Notice, then Purchaser shall be required to re-offer the Offered Property to the Seller pursuant to all of the terms and provisions of this Paragraph 5.

(e) To the extent the sale of the Offered Property by Purchaser to the Offeror timely closes in accordance with the terms and provisions of the Offer Contract, then all of the terms and provisions of the Development Agreement shall continue to be binding upon both Purchaser and Offeror including, without limitation, the Repurchase Option described in this Paragraph 5.

(f) Notwithstanding anything provided herein to the contrary, to the extent Seller elects to exercise the Repurchase Option with respect to any portion of the Property (other than the Excluded Lots), then the purchase price (the "Repurchase Price") payable by Seller to Purchaser (or to any Offeror who has acquired any portion of the Property) shall be equal to the following:

(i) To the extent Seller has elected to exercise the Repurchase Option set forth in Paragraph 5(a) above and purchase the Offered Property described in any Sales Notice provided by Purchaser, then the Repurchase Price for the Offered Property shall be equal to the lesser of (1) the Offered Price or (2) the Calculated Price for the Offered Property; and

(ii) To the extent Seller has elected to exercise the Repurchase Option set forth in Paragraph 5(b) above and purchase any other portions of the Property, then the Repurchase Price to be paid by Seller to Purchaser for the Property to be repurchased by Seller shall be the Calculated Price for that portion of the Property being repurchased by Seller.

6. **Storm Water Drainage and Soil Erosion.** From and after the date of this Agreement, Purchaser shall be solely responsible for constructing, installing and maintaining adequate and reasonable (a) soil erosion measures and drainage facilities to accommodate all storm water runoff from or coming onto any portions of any of the Property or resulting from any improvements being constructed on any of the Property by Purchaser and (b) storm water drainage improvements and facilities on each Lot with respect to any storm water which may





either cross or come upon any Lot from adjoining or adjacent properties or which may originate and drain from any Lot and any improvements thereto; provided, however, that any maintenance obligations of Purchaser under this Paragraph 6 shall cease upon acceptance by the City of all storm water drainage improvements and facilities constructed by Purchaser within the Property. Purchaser shall accept the Property at the Closing in its then current "AS IS" condition and acknowledges and agrees that Seller does not and shall not have any further obligations of any nature with respect to storm water drainage or runoff onto or from any portion of the Property. Purchaser covenants and agrees that from and after each applicable Closing (i) each Lot and all improvements thereto while owned by Purchaser shall at all times in strict compliance with all soil erosion protection requirements of all applicable governmental authorities, including, without limitation, the Alabama Department of Environmental Management ("ADEM"), (ii) Purchaser shall obtain from ADEM and thereafter maintain at all times its own NPDES permit with ADEM for the Development Work and all other construction activities to be undertaken by Purchaser on the Property and (iii) Purchaser shall be solely responsible for implementing and maintaining all necessary storm water drainage, runoff and erosion control practices and procedures for any and all construction and development activities undertaken by Purchaser on the Property and otherwise complying with all requirements and regulations of, and obtaining any permits required to be obtained by Purchaser from, all applicable governmental authorities. Excepting the gross negligence or intentional acts of Seller (in which Seller is predominantly and primarily responsible), Purchaser, for itself and its successors and assigns, does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, shareholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or result of any storm water or drainage matters affecting any of the Property. To the extent the Closing hereunder occurs, then, from and after the Closing, Purchaser shall and does indemnify, defend and agree to hold Seller, the Association and their respective agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any and all damages, demands, claims, costs and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) resulting from or arising out of Purchaser's failure to fully and faithfully perform its obligations under this Paragraph 6.

7. **Plan Approval and Amenity Development Fee.**

(a) Purchaser acknowledges and agrees that pursuant to the terms and provisions of the Declaration and Master Builder Agreement, plans and specifications for any single-family residential dwelling unit as well as any other improvements to be constructed on any portion of any Lot within the Property must be reviewed and approved by the ARC, as defined in the Declaration *prior to commencement of any construction activities on any Lot.* ***Purchaser also acknowledges and agrees that design review fees shall be charged by the ARC for such plan review and Purchaser agrees to pay the same in accordance with the terms and provisions of the Declaration.***



(b) Purchaser acknowledges and agrees that all Lots are subject to the payment of Assessments and Amenity Development Fees as provided in the Declaration.

(c) As a condition to filing the Final Plat for each phase/sector of the Property, the ARC shall have approved all house plans, including colors, etc. for that particular phase/sector of the Property shown on such Final Plat.

8. **Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Seller: President, USS Real Estate  
United States Steel Corporation  
600 Grant Street – Room 1683  
Pittsburgh, PA 15219-2800  
Fax: (412) 433-5148

With copies to: Director-Real Estate, Southeast  
USS Real Estate  
United States Steel Corporation  
610 Preserve Parkway, Suite 200  
Hoover, AL 35226  
Fax: (205) 588-2810

Matthew F. Fearing  
Counsel-Real Estate  
United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

If to Purchaser: Newcastle Development, LLC  
121 Bishop Circle  
Pelham, AL 35125  
Attn: Glen Siddle

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above or (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.



(b) Assignment of Agreement. Purchaser may not assign any of its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller.

(c) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(d) Modification. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

(e) Captions. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

(f) Exhibits. Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, subject to the provisions of Paragraph 17(b) above, their respective successors and permitted assigns.

(h) Time. Time is of the essence in the performance of all obligations of each party to this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(j) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(k) Attorneys' Fees. Notwithstanding anything provided to the contrary in Paragraphs 9(a) or 9(b) above, should either party hereto employ attorneys to enforce any of the provisions hereof, then the party losing in any final judgment agrees to pay to the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.



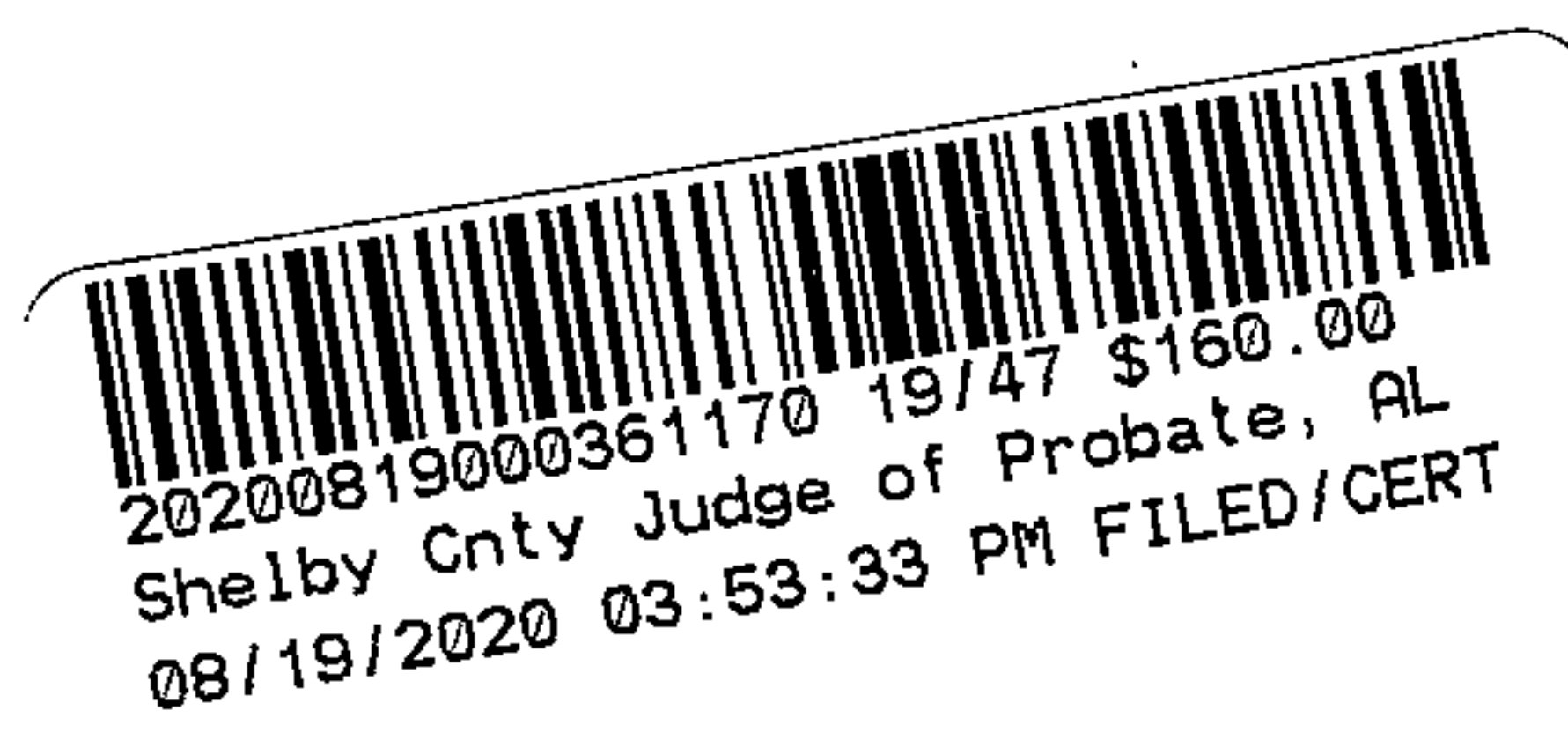
(l) Rules of Construction. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provision of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by both parties hereto.

(m) No Partnership and No Third Party Beneficiaries. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between any of the parties hereto. This Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(n) Execution in Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures on this Agreement and on any notices given hereunder.

(o) Covenants Running with the Land. All of the terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding on all of the Property and Purchaser and its successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above shown.

**SELLER:**

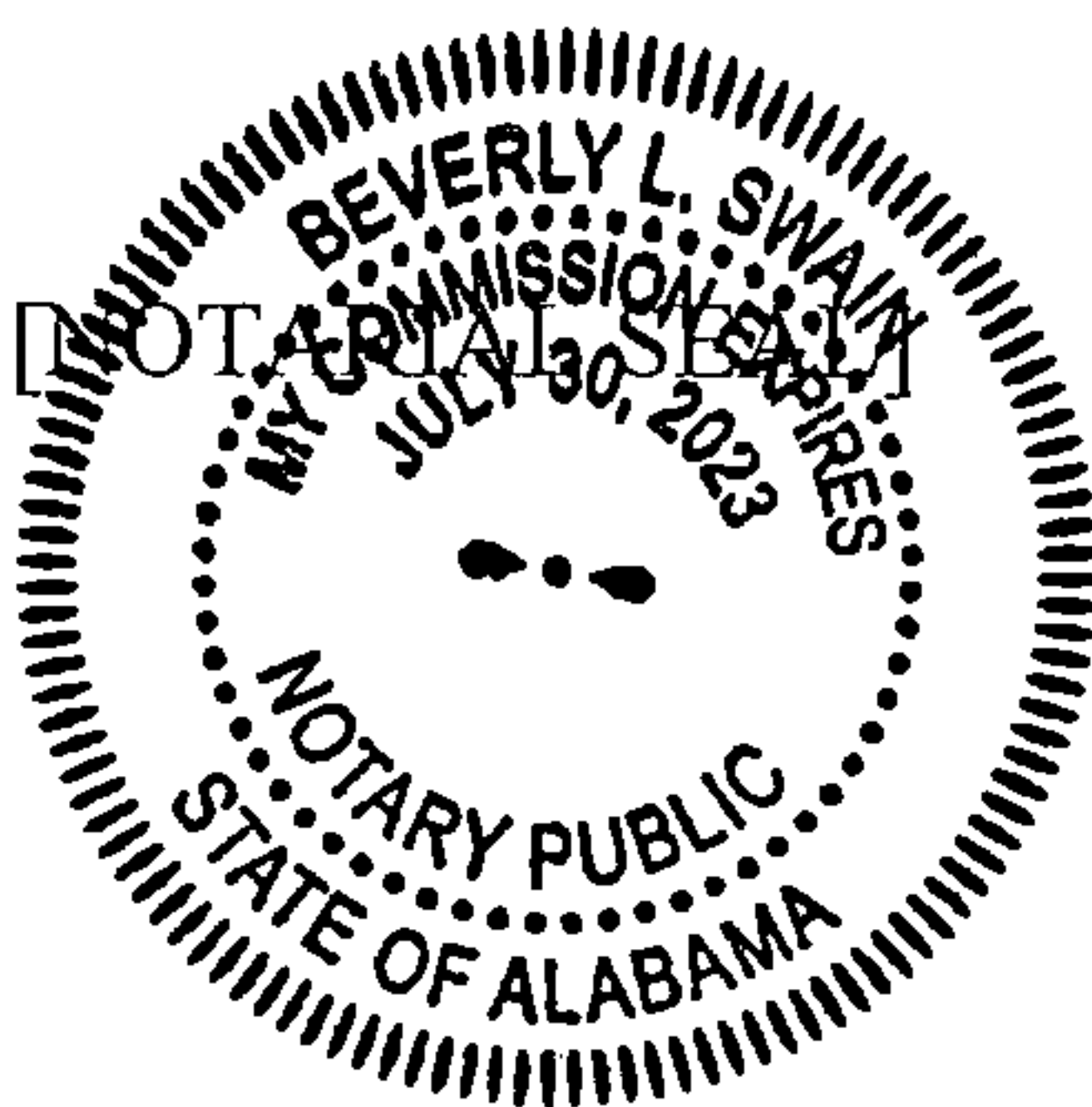
**UNITED STATES STEEL CORPORATION,**  
a Delaware corporation

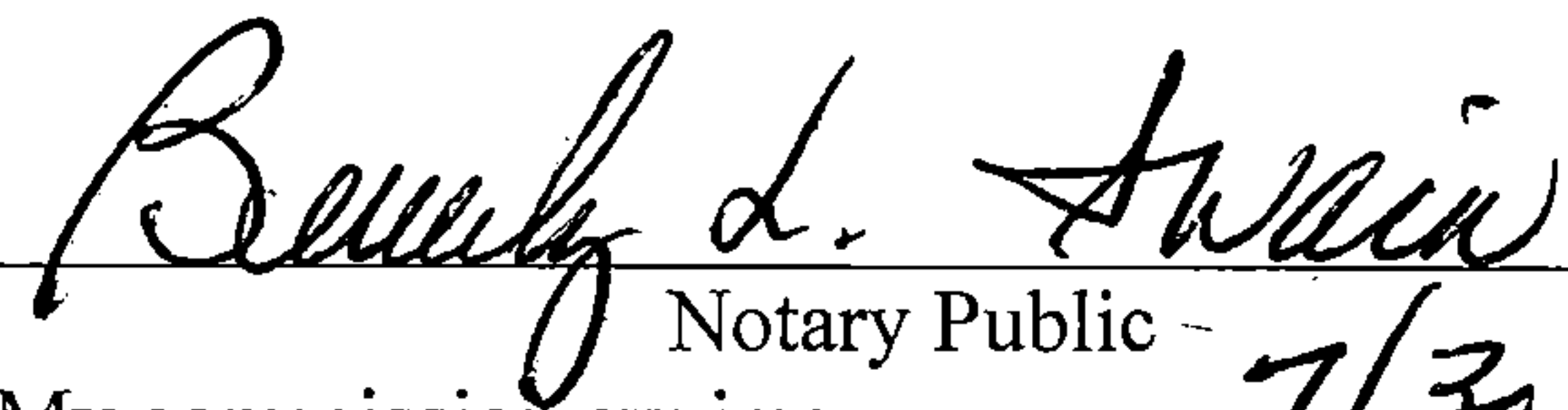
By:   
Jammie P Cowden, Director – Real Estate  
USS Real Estate, a division of United States  
Steel Corporation

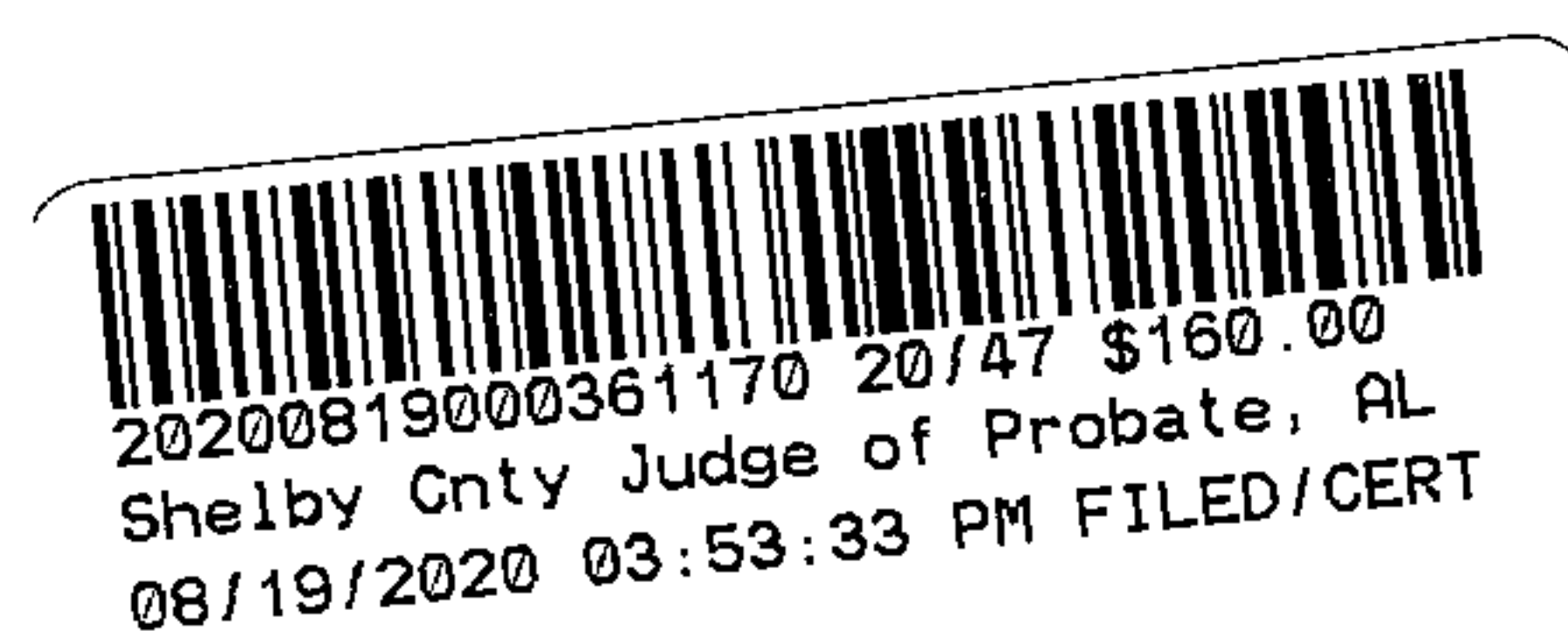
STATE OF ALABAMA    )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jammie P Cowden, whose name as Director – Real Estate, USS Real Estate, a division of **UNITED STATES STEEL CORPORATION**, 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 18 day of August, 2020.



  
Notary Public -  
My commission expires: 7/30/2023





**PURCHASER:**

**NEWCASTLE DEVELOPMENT, LLC**, an  
Alabama limited liability company

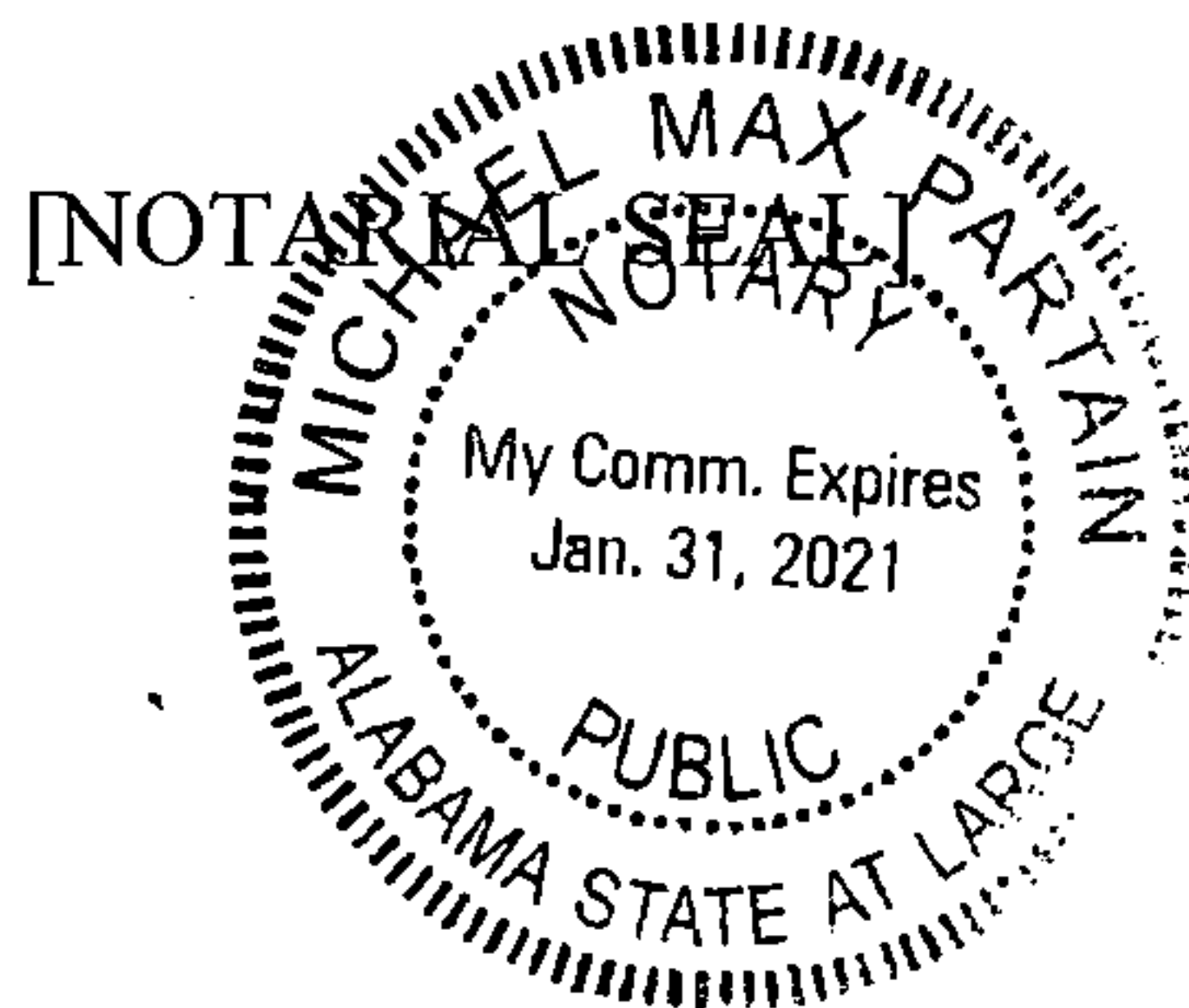
By: *Glenn Siddle*  
Printed Name: Glenn Siddle  
Title: Manager

STATE OF ALABAMA )


SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Glenn Siddle, whose name as Manager of **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19<sup>th</sup> day of August, 2020.



*Michael Max Partain*  
Notary Public  
My commission expires: \_\_\_\_\_

  
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**CONSENT OF ASSOCIATION**

The undersigned, on behalf of Hillsboro Owners Association, Inc., an Alabama nonprofit corporation, has joined in the execution of this Agreement in order to consent to and be bound by all of the terms and provisions of Paragraphs 2(i) and 2(j) of this Agreement.

Dated as of the 18 day of August, 2020.

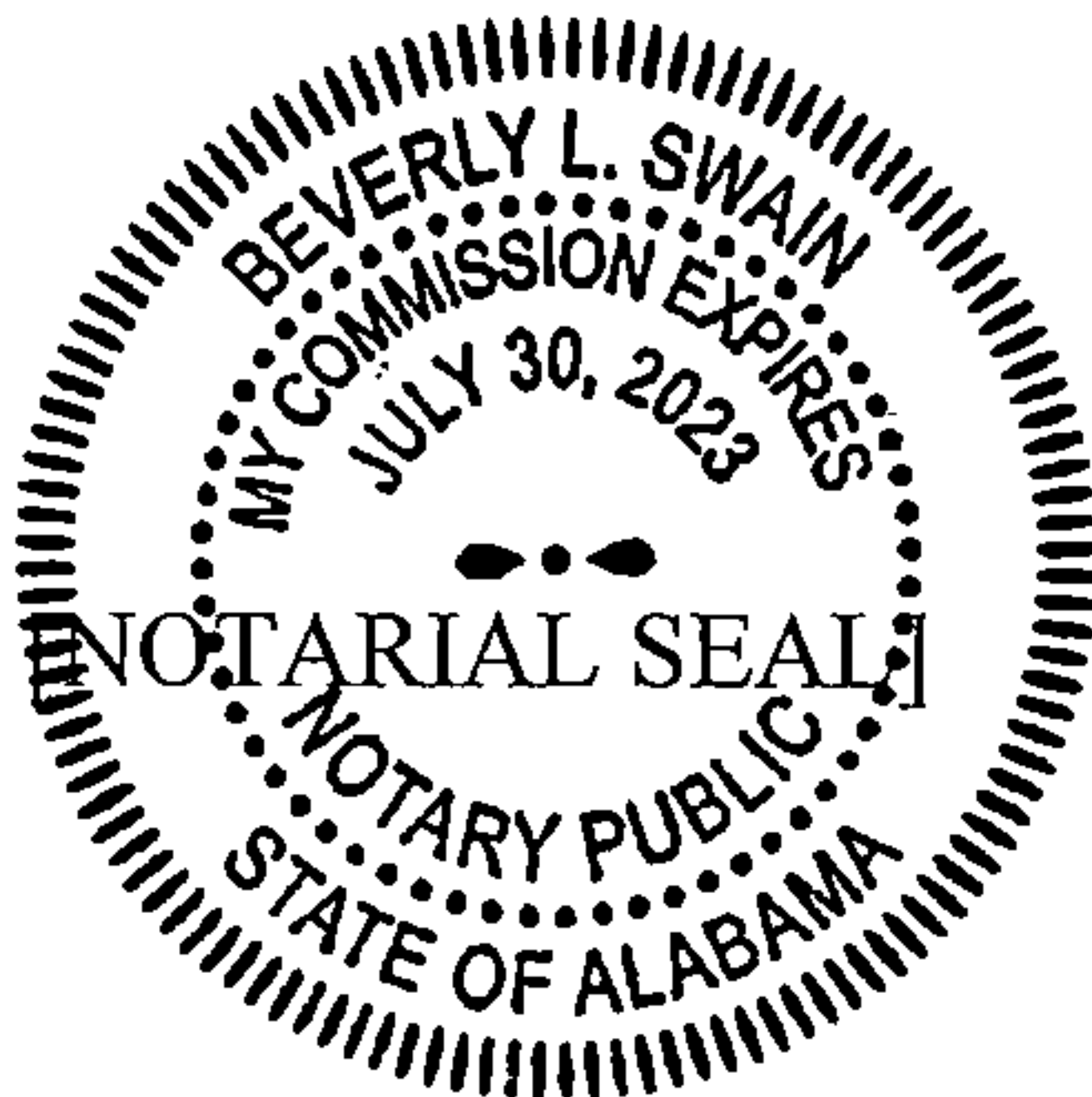
**HILLSBORO OWNERS ASSOCIATION, INC.,**  
an Alabama nonprofit corporation

By: William Silver  
Printed Name: William Silver  
Title: President

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William Silver, whose name as President of **HILLSBORO OWNERS ASSOCIATION, INC.**, an Alabama nonprofit 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal this 18 day of August, 2020.



Beverly L. Swain  
Notary Public  
My commission expires: 7/30/2023

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203



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## EXHIBIT A

### Legal Description of Property

Tract of land situated in the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  in Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows.

**BEGIN** at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section; thence run South along the East line of said  $\frac{1}{4}$  section a distance of 2652.5 feet, more or less, to the Southeast corner of said  $\frac{1}{4}$  section and also a point on the South line of said Section; thence turn an angle of  $91^{\circ} 00' 00''$  to the right in a Westerly direction along the South line of said Section a distance of 1323 feet, more or less, to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section; then turn an angle of  $90^{\circ} 00' 00''$  to the right in a Northerly direction along the West line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the West line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section a distance of 1627.0 feet; thence turn an angle of  $17^{\circ} 30' 00''$  to the right in a Northeasterly direction a distance of 935.5 feet; thence turn an angle of  $16^{\circ} 30' 00''$  to the right in a Northeasterly direction a distance of 213.6 feet; thence turn an angle of  $40^{\circ} 00' 00''$  to the right in a Northeasterly direction a distance of 320.0 feet; thence turn an angle of  $42^{\circ} 30' 00''$  to the left in a Northeasterly direction a distance of 100.0 feet; thence turn an angle of  $38^{\circ} 00' 00''$  to the left in a Northwesterly direction a distance of 539.0 feet; thence turn an angle of  $77^{\circ} 30' 00''$  to the left in a Westerly direction a distance 128.1 feet; thence turn an angle of  $45^{\circ} 15' 00''$  to the left in a Northwesterly direction a distance 319.3 feet; thence turn an angle of  $66^{\circ} 00' 00''$  to the right in a Northeasterly direction a distance of 417.0 feet; thence turn an angle of  $58^{\circ} 00' 00''$  to the right in a Easterly direction a distance of 372.2 feet, more or less, to the center line of a public road (Hillsboro Parkway); thence right  $40^{\circ} 00' 00''$ , more or less, in a Southeasterly direction along the center line of said road a distance 223.7 feet; thence leaving said road turn an angle of  $75^{\circ} 00' 00''$  to the right in a Southwesterly direction a distance of 177.0 feet; thence turn an angle of  $10^{\circ} 00' 00''$  to the left in a Southerly direction a distance of 203.0 feet; then turn an angle of  $10^{\circ} 00' 00''$  to the left in a Southerly direction a distance of 158.6 feet; thence turn an angle of  $93^{\circ} 00' 00''$  to the left in a Easterly direction a distance of 170.0 feet; thence right in a Southeasterly direction along a straight line to the **POINT OF BEGINNING**. Said tract containing 93.1 acres, more or less.



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## EXHIBIT B

### Preliminary Plan

See Attached.



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## EXHIBIT C

### Pump Station and Force Main Plans

The Pump Station and Force Main Plans consist of the following prepared by Hatch Mott MacDonald Alabama, Inc. (which are subject to further amendments):

1. Hillsboro Pump Station drawings dated November 7, 2019, drawing numbers: C-1.0, C-1.1, C-5, & C-6.
2. Force Main drawings dated August 2019, drawing numbers: C-2, C-3, & C-4.



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**Schedule 1**

**Photographs of Street Signs, Street Lights, Mailboxes, and Entryway Monument**

**See Attached**



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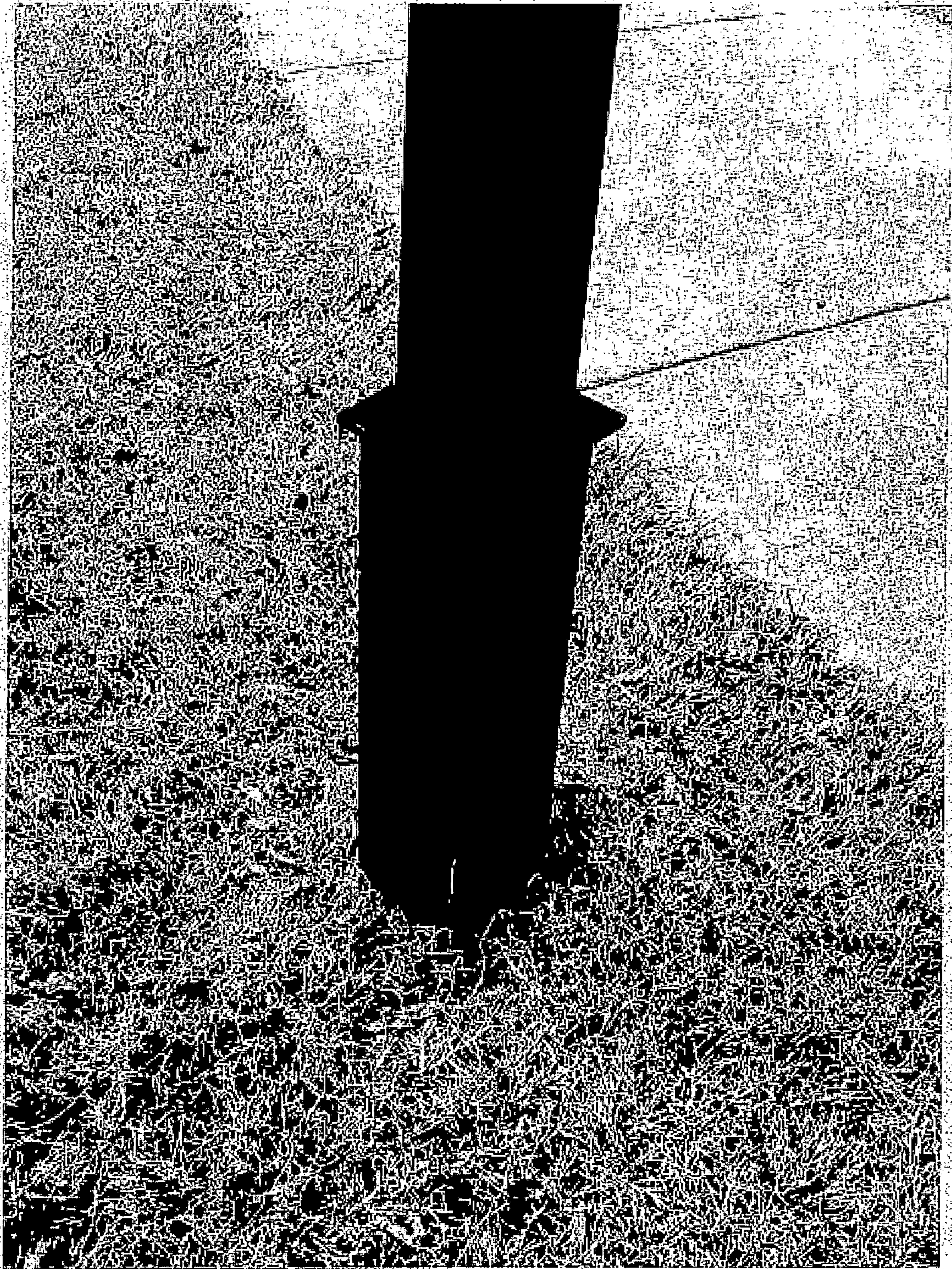


















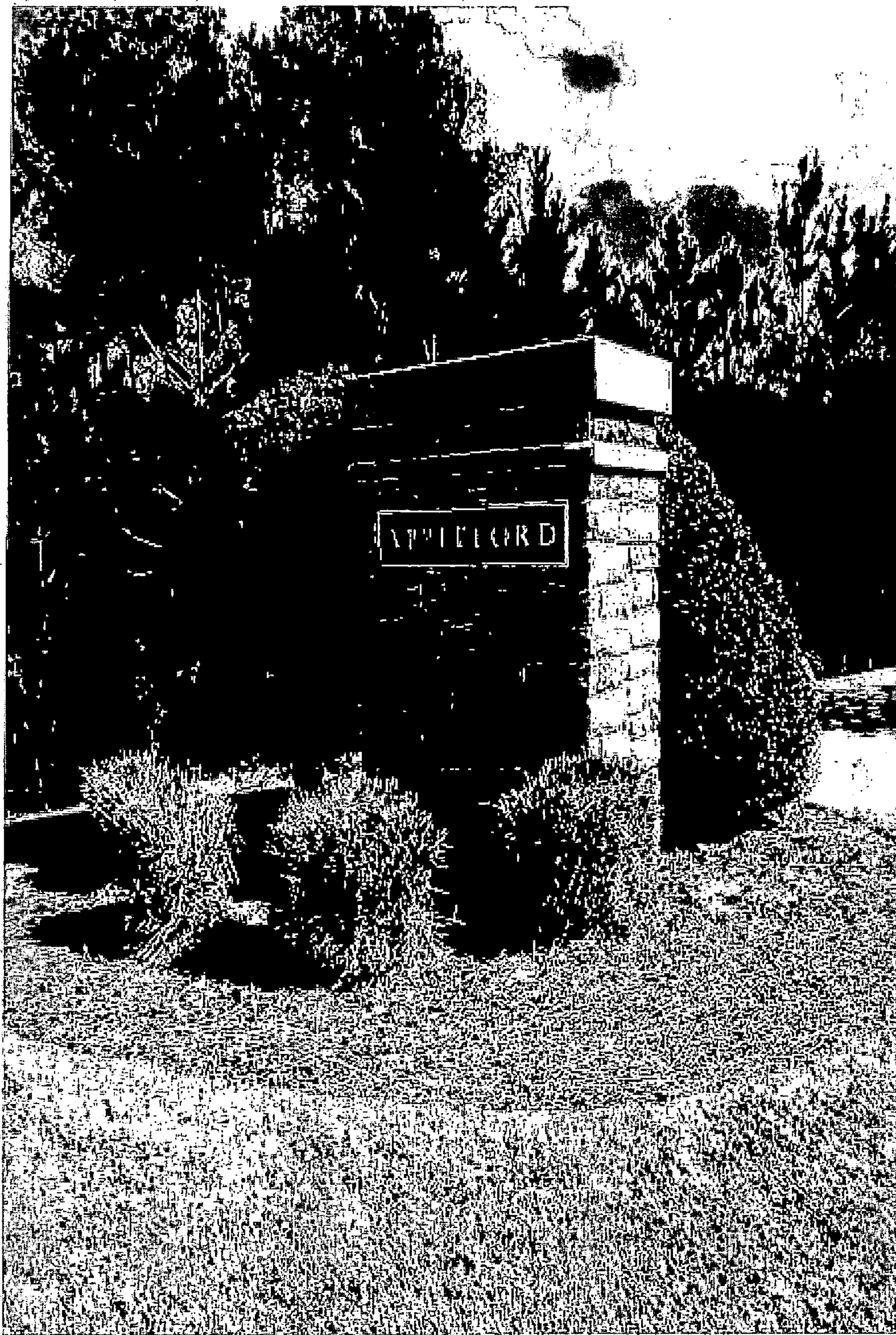






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**Schedule 2**

**Trail Specifications**

**See Attached**



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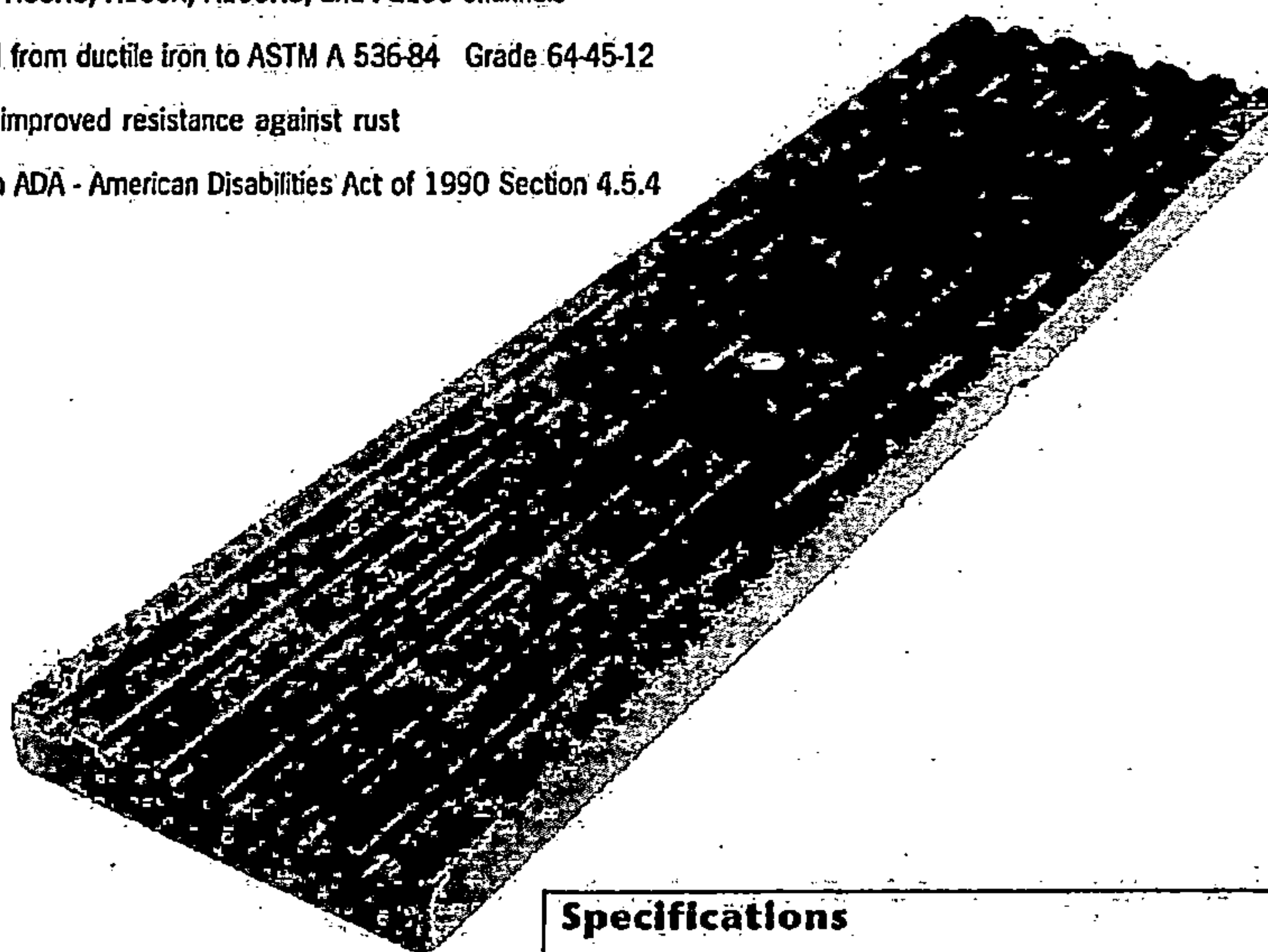
## ADA Iron



### Type 478 ADA ductile iron

#### Product Features

- Certified to DIN 19580 Load Class E - 135,000 lbs - 2,788 psi
- Uses 'QuickLok' boltless locking system
- Suitable for use with K100S, KS100S, C100, H80, H100, H80K, H80KS, H100K, H100KS, and FG100 channels
- Manufactured from ductile iron to ASTM A 536-84 Grade 64-45-12
- Ecoated for improved resistance against rust
- Complies with ADA - American Disabilities Act of 1990 Section 4.5.4



#### Specifications

##### General

The surface drainage system shall be ACO Drain K100S, KS100S, C100, H80, H100, H80K, H80KS, H100K, H100KS and FG100 channels\* complete with ACO Type 478 ADA ductile iron grate with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or similar approved.

##### Materials

The covers shall be manufactured from ductile iron and have *minimum* properties as follows:

- Independently certified to meet Load Class E to DIN 19580 - 135,000 lbs - 2,788 psi
- Ductile iron to ASTM A 536-84 - Grade 65-45-12
- Intake area of 14.3 inches<sup>2</sup> (92.3 cm<sup>2</sup>) per half meter of grate

The overall width of 4.84" (123mm) and overall length of 19.69" (500mm). Slots measure 1.77" (45mm) by 0.31" (8mm).

##### Installation

The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

\* delete as appropriate

Specification Information

**ACO drain**



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# K100S/KS100S trench drain system



**K100S - Galvanized steel edge rail**  
**KS100S - Stainless steel edge rail**

Description	Part No. K100S KS100S	Invert Depth Inches mm	Weight Lbs.
K01 Neutral channel - 39.37' (1m)	04040 06740	4.60 117	27.6
K0003 Neutral channel - 19.69' (0.5m)	04035 06790	4.60 117	16.5
K1 Sloped channel - 39.37' (1m)	04041 06751	4.60-4.84 117-123	28.4
K2 Sloped channel - 39.37' (1m)	04042 06752	4.84-5.07 123-129	29.3
K3 Sloped channel - 39.37' (1m)	04043 06753	5.07-5.31 129-135	30.1
K4 Sloped channel - 39.37' (1m)	04044 06754	5.31-5.55 135-141	30.9
K5 Sloped channel - 39.37' (1m)	04045 06755	5.55-5.78 141-147	31.8
K6 Sloped channel - 39.37' (1m)	04046 06756	5.78-6.02 147-153	32.6
K7 Sloped channel - 39.37' (1m)	04047 06757	6.02-6.25 153-159	33.5
K8 Sloped channel - 39.37' (1m)	04048 06758	6.25-6.49 159-165	34.3
K9 Sloped channel - 39.37' (1m)	04049 06759	6.49-6.73 165-171	35.1
K10 Sloped channel - 39.37' (1m)	04050 06760	6.73-6.96 171-177	35.7
K010 Neutral channel - 39.37' (1m)	99272 99362	6.96 177	36.8
K0103 Neutral channel - 19.69' (0.5m)	99281 99374	6.96 177	20.5
K11 Sloped channel - 39.37' (1m)	04051 06761	6.96-7.20 177-183	37.6
K12 Sloped channel - 39.37' (1m)	04052 06762	7.20-7.44 183-189	38.5
K13 Sloped channel - 39.37' (1m)	04053 06763	7.44-7.68 189-195	39.3
K14 Sloped channel - 39.37' (1m)	04054 06764	7.68-7.92 195-201	40.1
K15 Sloped channel - 39.37' (1m)	04055 06765	7.92-8.14 201-207	41.0
K16 Sloped channel - 39.37' (1m)	04056 06766	8.14-8.38 207-213	41.8
K17 Sloped channel - 39.37' (1m)	04057 06767	8.38-8.62 213-219	42.7
K18 Sloped channel - 39.37' (1m)	04058 06768	8.62-8.86 219-225	43.5
K19 Sloped channel - 39.37' (1m)	04059 06769	8.86-9.09 225-231	44.3
K20 Sloped channel - 39.37' (1m)	04060 06770	9.09-9.33 231-237	45.2
K020 Neutral channel - 39.37' (1m)	99295 99388	9.33 237	46.0
K0203 Neutral channel - 19.69' (0.5m)	99304 99399	9.33 237	24.5
K21 Sloped channel - 39.37' (1m)	04061 06771	9.33-9.56 237-243	46.8
K22 Sloped channel - 39.37' (1m)	04062 06772	9.56-9.80 243-249	47.7
K23 Sloped channel - 39.37' (1m)	04063 06773	9.80-10.04 249-255	48.5
K24 Sloped channel - 39.37' (1m)	04064 06774	10.04-10.27 255-261	49.3
K25 Sloped channel - 39.37' (1m)	04065 06775	10.27-10.51 261-267	50.2
K26 Sloped channel - 39.37' (1m)	04066 06776	10.51-10.74 267-273	51.0
K27 Sloped channel - 39.37' (1m)	04067 06777	10.74-10.98 273-279	51.9
K28 Sloped channel - 39.37' (1m)	04068 06778	10.98-11.22 279-285	52.7
K29 Sloped channel - 39.37' (1m)	04069 06779	11.22-11.45 285-291	53.5
K30 Sloped channel - 39.37' (1m)	04070 06780	11.45-11.69 291-297	54.4
K030 Neutral channel - 39.37' (1m)	99317 99404	11.69 297	55.8
K0303 Neutral channel - 19.69' (0.5m)	99328 99415	11.69 297	29.0
<b>In-line Catch Basins</b>			
K900 in-line catch basin - 19.69' (0.5m)	96504 96495	24.00 610	71.2
900 QuickLok bar (removable)	98717 98717	- -	0.1
Series 900 plastic trash bucket	01498 01498	- -	1.1
Foul air trap	90854 90854	- -	1.2
<b>Accessories</b>			
Universal plastic closing/4" inlet/outlet cap	96825 96825	- -	0.4
K204-6 6" Sch. 40 Inlet cap	97153 97162	9.33 237	2.5
K208-6 6" Sch. 40 outlet cap	97212 97229	9.33 237	3.9
K304-6 6" Sch. 40 Inlet cap	97126 97139	11.69 297	3.3
K308-6 6" Sch. 40 outlet cap	97188 97197	11.69 297	4.9
Type 824 6" Sch. 40 flumed PVC outlet	95140 95140	- -	1.1
QuickLok locking bar	02899 02899	- -	0.1
QuickLok/PowerLok Grate Removal Tool	01318 01318	- -	0.3

- Notes:**  
1. Preformed 4" dia. & 6" flumed drill out outlet underside of every channel  
2. Closing cap can be cut down for shallower channels  
3. Add 0.87" (22mm) for overall depth of channels  
4. Add 1" (25mm) for overall depth of catch basin  
5. KS100S channels and catch basins have Grade 304 stainless steel rails

**ACO Polymer Products, Inc.**  
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All reasonable care has been taken in compiling this document. All recommendations on the use of ACO products are made without guarantee since the conditions of use are beyond the control of the company. ACO reserves the right to change the product and specifications without notice. Reorder #DL007

## Specifications

### General

The surface drainage system shall be ACO Drain K100S/KS100S\* complete with gratings secured with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or equal approved.

### Materials

The trench system bodies shall be manufactured from polyester polymer concrete with minimum properties as follows:

Compressive strength: 14,000 psi  
Flexural strength: 4,000 psi  
Water absorption: 0.07%  
Frost proof  
Salt proof  
Dilute acid and alkali resistant

The nominal clear opening shall be 4.00" (100mm) with overall width of 5.10" (130mm). Pre-cast units shall be manufactured with either an invert slope of 0.6% or with neutral invert and have a wall thickness of at least 0.50" (13mm). Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have horizontal cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding bedding material and pavement surface. The galvanized/stainless\* steel edge rail will be integrally cast in by the manufacturer to ensure maximum homogeneity between polymer concrete body and edge rail. Each edge rail shall be at least 1/8" (3mm) thick.

### Grates

Grates should be specified. See separate ACO Spec Info grate sheets for details. After removal of grates and 'QuickLok' bar there shall be uninterrupted access to the trench to aid maintenance.

### Installation

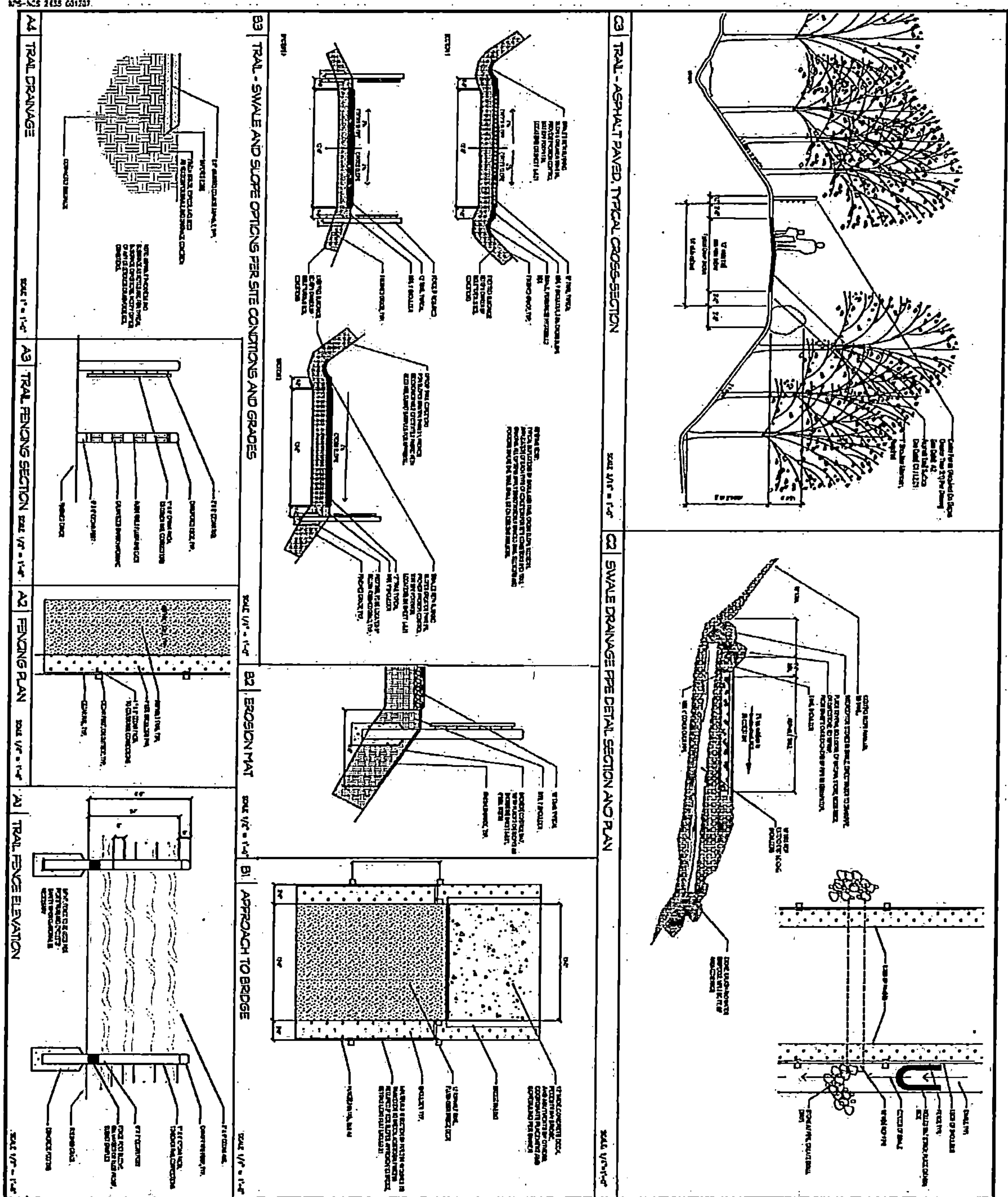
The trench drain system shall be installed in accordance with the manufacturer's installation instructions and recommendations.

\*delete as appropriate

Specification Information





[illegible]

L-2.01



HILLSBORO  
APPLEFORD RD. TO MIDDLE  
SCHOOL

**K/P/S**  
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**SECTION 32 12 16**

**ASPHALT PAVING FOR TRAILS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Furnish all material, labor, services and related items required to complete work indicated on Drawings and specified herein. The items of work to be performed shall include but may not be limited to the following; asphalt patching, installation of tack coat and fabric, and the import, placement, and compaction of asphalt paving.

**1.02 REFERENCES**

- A. This section references the latest revisions of the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
- B. Testing shall be done under the supervision of the Contractor and in accordance with the General and Supplementary Conditions of the Contract.

**1.03 QUALITY ASSURANCE**

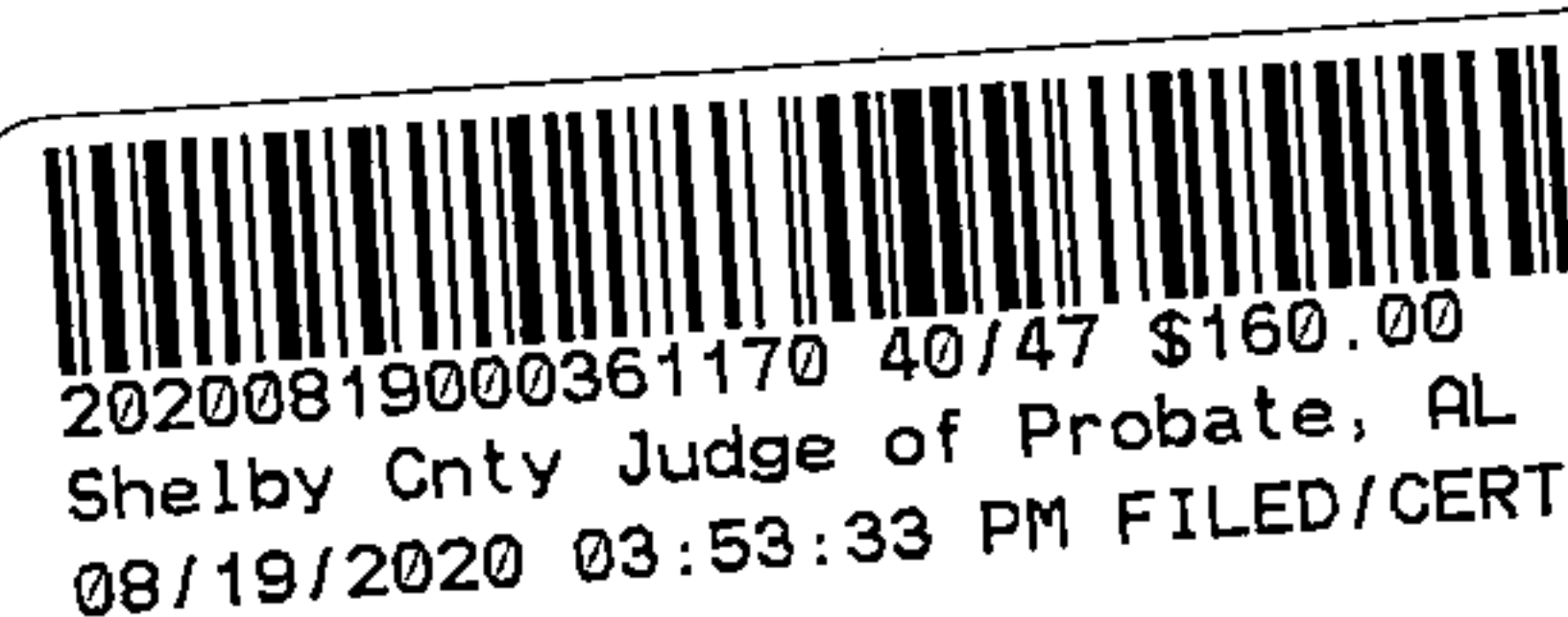
- A. The Contractor shall be experienced in work of the highest professional quality and have facilities and personnel adequate for the work specified. The Contractor shall acquaint themselves with all work related to site improvements and other work.
- B. Test Reports: Two copies of the results of each test shall be submitted to the Engineer for approval prior to continuation of the work to be tested, unless otherwise directed by the Engineer.
1. ASTM C131 - Test Method for Resistance to Degradation of Small Size Course Aggregate
  2. ASTM D1557 - Test Method for Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54 kg) Rammer and 18-in (457 mm) Drop
  3. Other tests as may be referenced elsewhere in this Section.

**1.04 SUBMITTALS**

- A. The Contractor shall submit to the Engineer written materials containing the following information: Materials to be used and the proposed method of application and procedures to be followed.
- B. Fabrics (for paving repairs only): Submit manufacturer's product specifications and recommended installation procedures to the Engineer for approval prior to delivery to the project site.
- C. Fine Aggregate for Class B Paving Asphalt: The Contractor shall submit to the Engineer, for approval prior to delivery to the project site(s), a single 1/2 cubic foot sample in a secure container. Attach to the container the supplier name, address, and telephone number, batch number (if applicable), date, and sieve analysis.

ASPHALT PAVING FOR TRAILS

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## PART 2 - PRODUCTS

### 2.01 BASE AGGREGATE

- A. The base aggregate shall be Type 1 mineral aggregate (5/8" minus crushed rock). Graduation of the base aggregate shall be:

<u>Sieve Size</u>	<u>Percent Passing</u>
5/8" square sieve	100
1/4" square sieve	50 - 75
No. 40 sieve	8 - 24
No. 200 sieve	10.0 maximum

### 2.02 FABRIC (used only for paving repairs or overlays as required)

Fabric installed as a protective membrane over existing asphalt paving shall be a needle-punched non-woven polypropylene fabric having the following minimum properties in the weakest principal direction:

<u>Property</u>	<u>Minimum Value</u>	<u>Test Method</u>
Weight	3.6 oz./sq. yd.	ASTM D3776
Tensile Strength	90 lbs.	ASTM D4632-91
Tensile Elongation	50%	ASTM D4632-90
Asphalt Retention	0.20 gal./sq.yd.	Phillips Procedure, Task Force 25, Method 8, TX DOT 3099 (or equivalent)
Melting Point	300 degrees F	ASTM D 276-87

### 2.03 ASPHALT WEARING COURSE

- A. Asphalt: Class B Asphalt, hot plant mix.
- B. Aggregate: Mineral aggregate shall meet the requirements of Aggregates for Asphalt Concrete. Meet the following requirements for particle gradation:

<u>Sieve Size</u>	<u>% Passing</u>
5/8" Square	100
1/2" Square	90-100
3/8" Square	75 - 90
1/4" Square	55 - 75
U.S. #10	32-48
U.S. #40	11 - 24
U.S. #80	6 - 15
U.S. #200	3 - 7

- C. Bituminous Materials:

1. Asphalt furnished under these specifications shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter, and upon arrival at the work, shall show no signs of separation into lighter and heavier components.

ASPHALT PAVING FOR TRAILS

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2. Asphalt shall be Medium Curing Liquid Asphalt, meeting or exceeding the following additional requirements:

<u>Characteristic</u>	<u>Value Range</u>	
Mineral Filler	3.0 - 7.0%	
Asphalt	4.0 - 7.5% of	total mixture
Sand - Silt Ratio	5.5 - 10.5	

### PART 3- EXECUTION

#### 3.01 BARRIERS

- A. The Contractor shall erect and maintain barricades, canopies, guards, and warning signs to the extent required by law and as is prudent for the protection of the public and protection of the work.

#### 3.02 NEW ASPHALT PAVING (including patching)

- A. In areas of new paving, or where existing paving has been removed during the demolition phase of work, new asphaltic concrete paving shall be placed over compacted base aggregate. Recycled asphalt or other recycled paving materials shall not be used as sub-base materials.
- B. Place base aggregate as required to attain a total depth of 6 inches and compact to 95 percent density.
1. Patching: If existing base material does not meet requirements for density, Contractor shall remove the existing base material in the areas to be patched and install new base aggregate to a depth of 6 inches and compact to 95 percent density.
  2. New Asphalt Paving: Place 6 inches of base aggregate and compact to 95% density.
- C. Install new Class B Asphalt per paragraph 3.07. Minimum asphalt thickness shall be 2 inches, maximum thickness - 3 inches.
1. New Asphalt Patching shall meet the grade of adjacent existing asphaltic concrete paving (to remain). Edges of new and existing pavement shall be flush without ridges or gaps; tack sealed as required.
  2. New pathway pavement edges shall be tapered to meet existing or proposed grades and shall be tamped at a 45 degree angle.

#### 3.03 EXISTING ASPHALT PAVING PREPARATION (used only for repairs or overlays as required)

- A. Existing Asphalt Paving to receive the new wearing course of asphalt paving shall be thoroughly cleaned of all dirt, water and oil to the satisfaction of the Engineer. Cracks 1/8 inch wide or greater shall be cleaned and filled with bituminous material or by a method approved by the Engineer. Large cracks, faults or potholes shall be repaired as specified above for New Asphalt Paving (patching).

#### 3.04 TACK COAT (used only for repairs or overlays as required)

- A. All new asphalt paving patching shall be allowed sufficient time to cure before applying the tack coat. All pavement areas shall be cleaned prior to beginning tack coat application.

### ASPHALT PAVING FOR TRAILS

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- B. The asphalt tack coat shall be installed uniformly in controlled amounts throughout area to receive paving fabric. Apply tack coat at the rate of 0.20 - 0.30 gallons per square yard (optimum application rate is 0.25 gallons per square yard) using a mechanical distributor meeting the requirements of the City of Seattle Standard Specifications Section 5-02.3(1). Tack coat application rates may be monitored by the Engineer to verify compliance with this paragraph.
- C. The allowable temperature range for tack coat material is 290 - 325 degrees Fahrenheit.
- D. Where the new asphalt paving abuts a curb or gutter, cold pavement joint, trimmed meet line, or any metal surface, a thin tack coat of asphalt shall be applied on the vertical face of the abutting surface by hand painting prior to paving. The application on the contact surfaces shall be thin and uniform in order to avoid an accumulation of excess asphalt in puddles. The Contractor shall not apply the tack coat on vertical contact surfaces above the finished height of the asphalt concrete being placed. Tack coat to extend three inches beyond the edge of fabric area.

**3.05 FABRIC (used only for repairs or overlays as required)**

- A. Install paving fabric throughout the entire area to be paved with asphaltic concrete pavement. Install all paving fabrics to the manufacturer's specifications as submitted to, and approved by, the Engineer. Equipment used for placement of paving fabric shall be designed and constructed specifically for fabric placement.

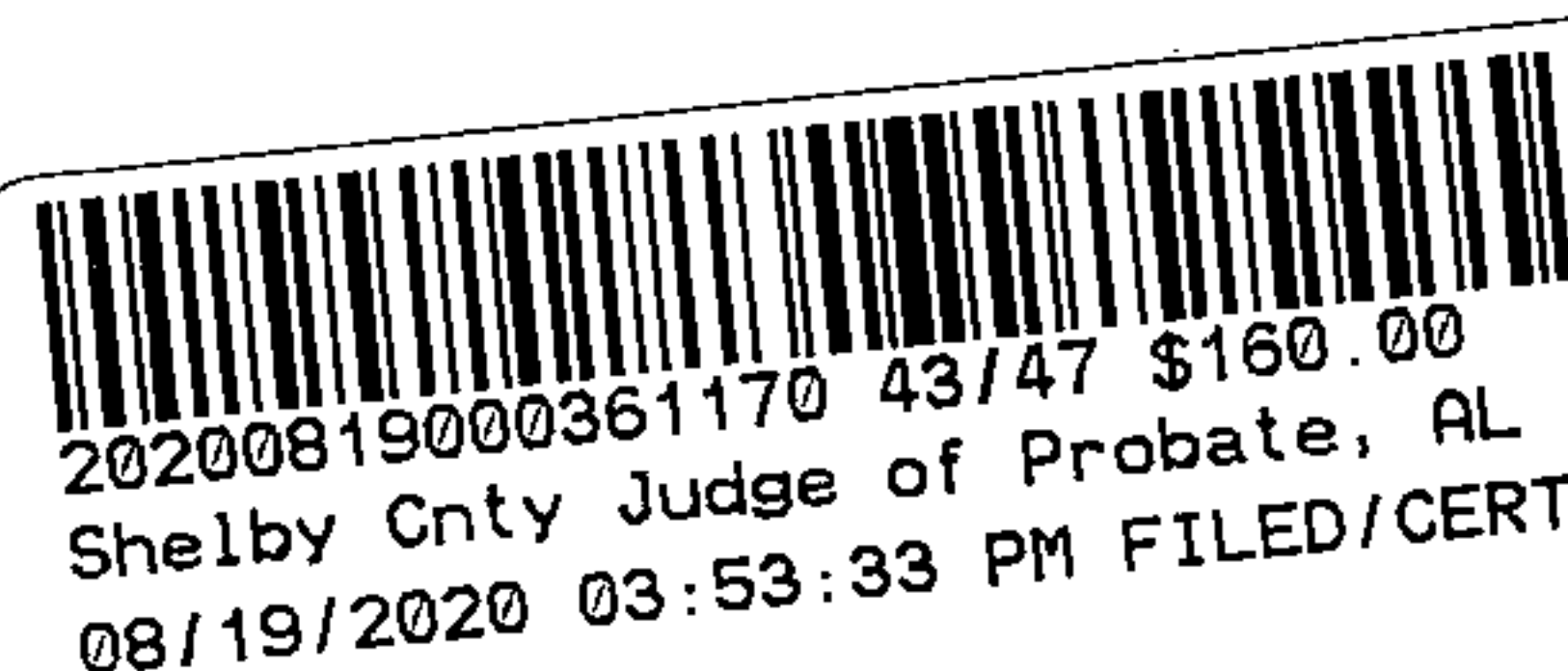
**3.06 ASPHALT**

- A. **Placement:** A course of asphalt shall be installed to the lines and grades as indicated on the drawings. The hot plant mix shall have an installation temperature of 275-300 degrees. Compaction thickness shall be as shown on Drawings but in no case shall the compacted thickness not less than 2 inches in areas that are to be used as pedestrian pathways or not less than 3 inches in areas that are to be used as service roads and other load bearing surfaces. Compaction shall be accomplished by rolling with a powered steel wheel tandem roller weighing not less than 3 tons, and not more than 5 tons; the finish roller weighing not less than 1 ton. The hot plant mix shall be spread by methods and in a manner to produce a uniform density and thickness to meet a tolerance of 1/4 inch in 10 feet, measured in any direction.
- B. In locations where more than one lift of asphaltic concrete is specified on the Drawings, the base lift shall not exceed 3 inches in depth.
- C. **Curing and Cleaning:** New asphalt pavement must be completely cured (minimum of seven days of warm, dry weather, longer if cold or damp), prior to application of any materials. Pavement needs to be clean and free of all foreign matter. A high-pressure washer, air broom or hand sweeper shall be used as required. Removal of grease and oil may require the use of a strong detergent only as approved by the Engineer. After using detergents the surface must be thoroughly flushed with water and removed from the site while not allowing the detergent to enter the storm sewer system.

END OF SECTION

ASPHALT PAVING FOR TRAILS

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**SECTION 32 92 19**

**SEEDING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Seeding.
  - 2. Maintenance.
- B. Related Sections:
  - 1. Section 32 01 90 - Operation and Maintenance of Planting.
  - 2. Section 32 90 00 - Planting.
  - 3. Section 32 92 23 - Sodding.

**1.2 DEFINITIONS**

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

**1.3 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in installing and planting plant material with three years experience. Adequate numbers of skilled workmen trained and experienced in the work and familiar with the requirements and methods for the performance of the work. On-site superintendent knowledgeable of horticultural practices at all times. Contractor to provide all labor, equipment, materials and services necessary to complete the Work of this Section.
- B. Maintenance Services: Performed by installer.

**1.4 REGULATORY REQUIREMENTS**

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. All turfgrass to be certified by the State Department of Agriculture in which it was grown.

**1.5 SUBMITTALS**

- A. Submit seed product information, instructions and guaranteed analysis showing seed variety, percentage of seed purity, percentage of germination, percentage of weed and inert matter, net weight, date of packaging or date last tested for germination.
- B. Submit manufacturer's product literature, instructions, and guaranteed analysis for fertilizer.

**SEEDING**

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**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing seed variety, percentage of seed purity, percentage of germination, percentage of weed and inert matter, net weight, date of packaging or date last tested for germination.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

**1.7 GUARANTEE**

- A. A satisfactory stand of grass must be produced (as described hereinafter). Should a satisfactory stand of grass not be produced, renovate, and reseed the unsatisfactory portions immediately (or as soon as weather permits).
- B. A satisfactory stand is defined as a healthy thick lawn that has :
  - 1. No bare spots greater than 5" square
  - 2. Free from weeds
  - 3. Grass height between 2-1/4" and 3".

**1.8 MAINTENANCE SERVICE**

- A. Refer to Section 32 01 90 - Operation and Maintenance of Planting
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition until date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.1 SEED MIXTURE**

- A. Refer to Drawings for specified seed. Seed test date shall be within the past nine months. Purity shall be minimum of 95% and germination minimum of 80%.

**2.2 SOIL MATERIALS**

- A. Topsoil: As specified in Section 32 90 00 - Planting.

**2.3 SOIL AMENDMENT MATERIALS**

- A. Amendments: As specified in Section 32 90 00 - Planting.
- B. Fertilizer: All fertilizer must be approved by the owner prior to its application. Recommended for grass. Containing fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated in analysis. Fertilizer shall be uniform in composition, dry and free-flowing, supplied to site in the original, un-opened container, bearing the Manufacturer's guaranteed analysis. Fertilizer shall not be stored in direct contact with the ground.

**2.4 ACCESSORIES**

- A. Mulching Material: Oat or wheat straw, dry, and free from weeds, and any other foreign matter detrimental to plant life. Hay or chopped cornstalks are not acceptable.

**SEEDING**

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- B. Erosion Fabric: Jute matting, open weave.
- C. Herbicide: Chemical pre-emergent, approved. Chemical contact spray, Roundup or approved equal.
- D. Stakes: Softwood lumber, chisel pointed.
- E. String: Inorganic fiber.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that prepared soil base is ready to receive the work of this Section. Seedbed shall be fine graded with positive drainage and a firm soil surface.

#### **3.2 PREPARATION OF PLANTING AREAS**

- A. Prepare sub-grade and place topsoil in accordance with Section 32 90 00 - Planting.

#### **3.3 FERTILIZING**

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

#### **3.4 SEEDING**

- A. All seed to be applied evenly in two intersecting directions on prepared seedbed. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Optimal Planting Season: Refer to Alabama Highway Department Standard Specifications.
- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Roll seeded area with roller not exceeding 112 lbs.
- F. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil. The seedbed shall be kept wet and not allowed to dry out until germination occurs.

**SEEDING**



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### 3.5 SEED PROTECTION

- A. Contractor is responsible for protecting all newly seeded areas from foot and equipment traffic, and erosion damage.
- B. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
  - 1. Lay fabric smoothly on surface, bury top end of each section in 6-inch deep excavated topsoil trench. Provide 12-inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
  - 2. Secure outside edges and overlaps at 36-inch intervals with stakes.
  - 3. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
  - 4. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

### 3.6 CLEAN UP AND PROTECTION

- A. Keep project site clean and orderly during planting operations.
- B. Clear grounds of debris, superfluous materials and all equipment upon completion of work. Remove from site to the satisfaction of the Landscape Architect and Owner.
- C. Protect all work and materials from damage due to landscape operations and operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion.
- D. Contractor is responsible for theft of equipment and material at the job site before, during and after installation, until Date of Substantial Completion of Work.

### 3.7 MAINTENANCE

- A. Refer to Section 32.01.90 - Operation and Maintenance of Planting for the following maintenance items:
  - 1. Irrigation and watering.
  - 2. Fertilization.
  - 3. Weeding, manual and chemical applications.
  - 4. Reseeding, resodding and mowing.
  - 5. Clean-up

END OF SECTION

SEEDING



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