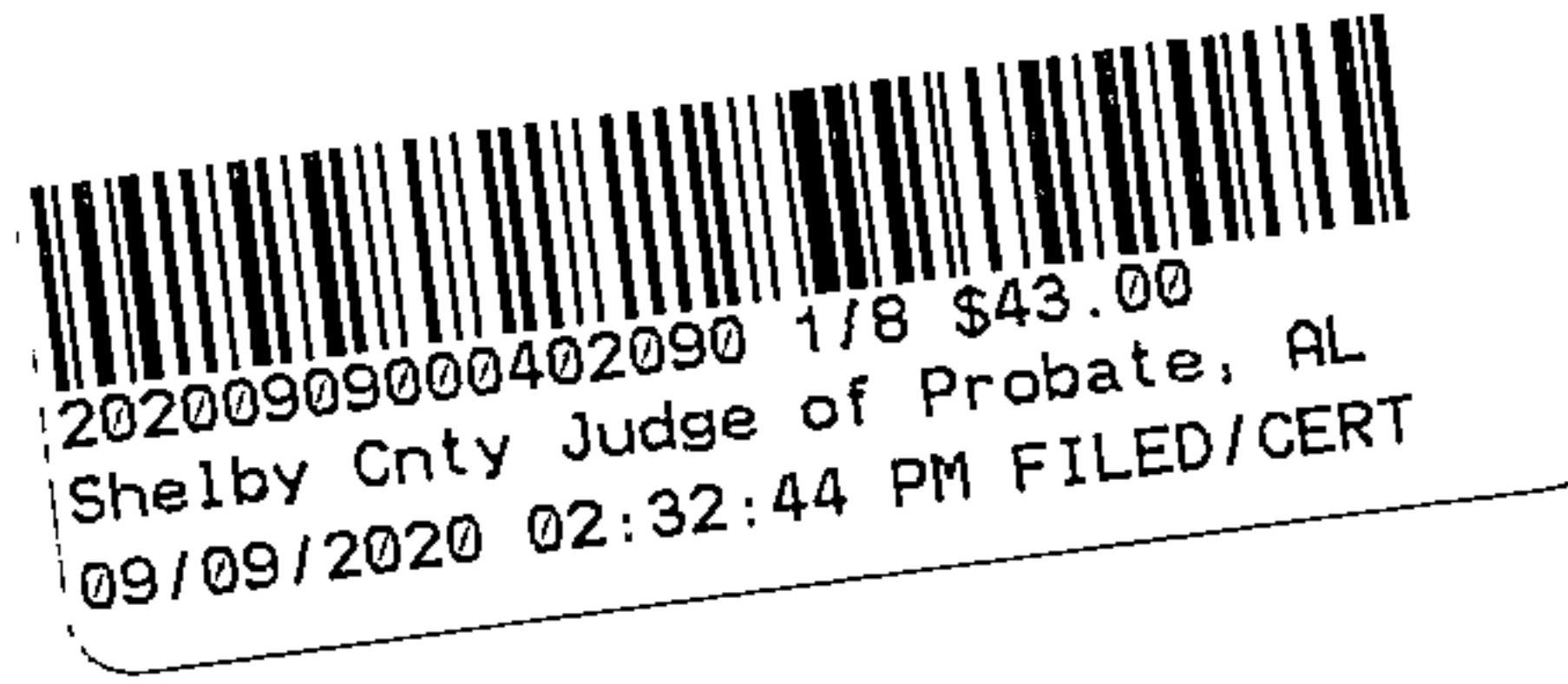


*This instrument prepared by  
and return to:*

Adam Balthrop, Esq.  
Mountainprize, Inc.  
200 Galleria Parkway, S.E., Suite 900  
Atlanta, GA 30339



## **PLATTING COOPERATION AGREEMENT**

THE STATE OF ALABAMA           §  
  §  
COUNTY OF SHELBY           §

This Platting Cooperation Agreement ("Agreement") is executed as of the 31<sup>st</sup> day of August —, 2020 ("Effective Date"), by and between **THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER** ("Seller") and **MOUNTAINPRIZE, INC.**, a Georgia corporation ("Mountainprize").

### **RECITALS**

A. Seller is the owner of that certain tract of real property located in Shelby County, Alabama, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Seller Property").

B. Mountainprize is the owner of that certain tract of real property located adjacent to the Seller Property more particularly described on **Exhibit "B"** attached hereto and incorporated herein for all purposes (the "Mountainprize Property").

C. Seller and Mountainprize desire to set forth certain agreements related to the process of obtaining approval of, and recording, a final plat of the Seller Property and the Mountainprize Property as separate lots (the "Plat"), as set forth in this Agreement, to the extent required by Shelby County, Alabama.

### **AGREEMENT**

NOW, THEREFORE, for and in condition of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, the parties hereby agree as follows:

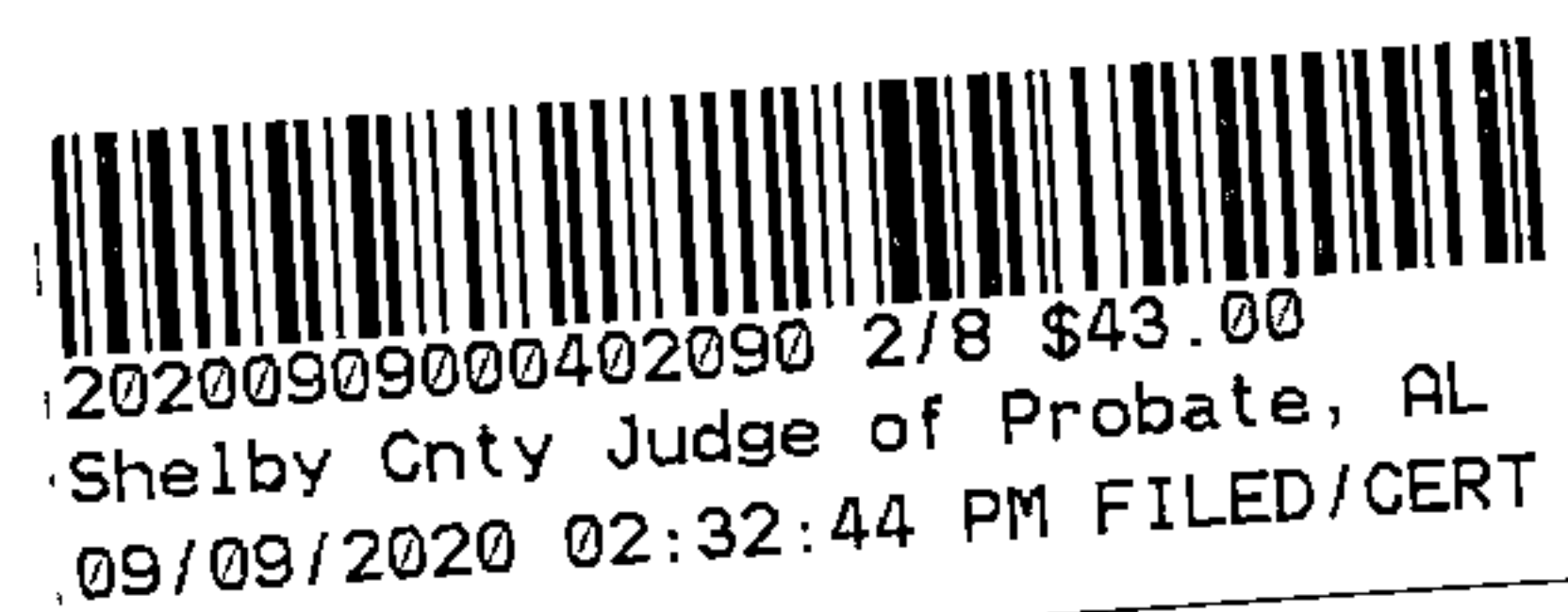
1. **Concerning Final Plat.** Attached hereto as **Exhibit "C"** is a copy of the current version of the Plat, which version is acceptable to the parties. In the event of any proposed material changes to the current version of the Plat, the parties shall act in good faith in negotiating and finalizing such changes to the Plat. Seller, in its reasonable discretion, shall approve or disapprove any such changes within ten (10) business days after presentment by Mountainprize. Any disapproval by Seller shall include Seller's written comments specifying the reasons why such

revisions were disapproved. If Seller fails to approve or disapprove any revisions to the Plat within any such ten (10) business day period, then the revised Plat presented by Mountainprize in that instance shall be deemed approved (any such revised Plat approved (or deemed approved in accordance with the foregoing) by Seller hereinafter a “Final Plat”). At such time that the Final Plat is reasonably approved (or deemed approved) by Mountainprize and Seller, then Mountainprize and Seller shall, if applicable, execute the Final Plat and deliver same to Mountainprize, and Mountainprize, at Mountainprize’s sole expense, shall record the Final Plat.

2. Binding Effect. All of the agreements, rights, obligations and covenants set forth in this Agreement shall be covenants running with the Mountainprize Property and Seller Property and shall be binding upon and inure to the benefit of Seller, Mountainprize and their respective successors and assigns until such time (the “Release Date”) as the Final Plat has been signed and acknowledged by all appropriate parties (if applicable) and filed in the appropriate records of Shelby County, Alabama. As of the Release Date, this Agreement shall automatically be deemed released and shall thereafter have no further force or effect. Notwithstanding the foregoing, if all or any portion of the Seller Property or the Mountainprize Property is conveyed to any third party, then this Agreement shall continue with respect to the conveyed parcel until the Release Date.

3. Counterparts. This Agreement may be executed in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

[signatures on following pages]



IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and sealed as of the day, month and year first above written.

[Signature]  
Witness  
Print Name: Erin Biko

[Signature]  
Witness  
Print Name: Tim Thornton

**MOUNTAINPRIZE**

**MOUNTAINPRIZE, INC.,**  
a Georgia corporation

By: [Signature]  
Name: Brian Thornton  
Title: Vice President of Real Estate,  
Engineering and Construction

THE STATE OF GEORGIA §  
§  
COUNTY OF COBB §

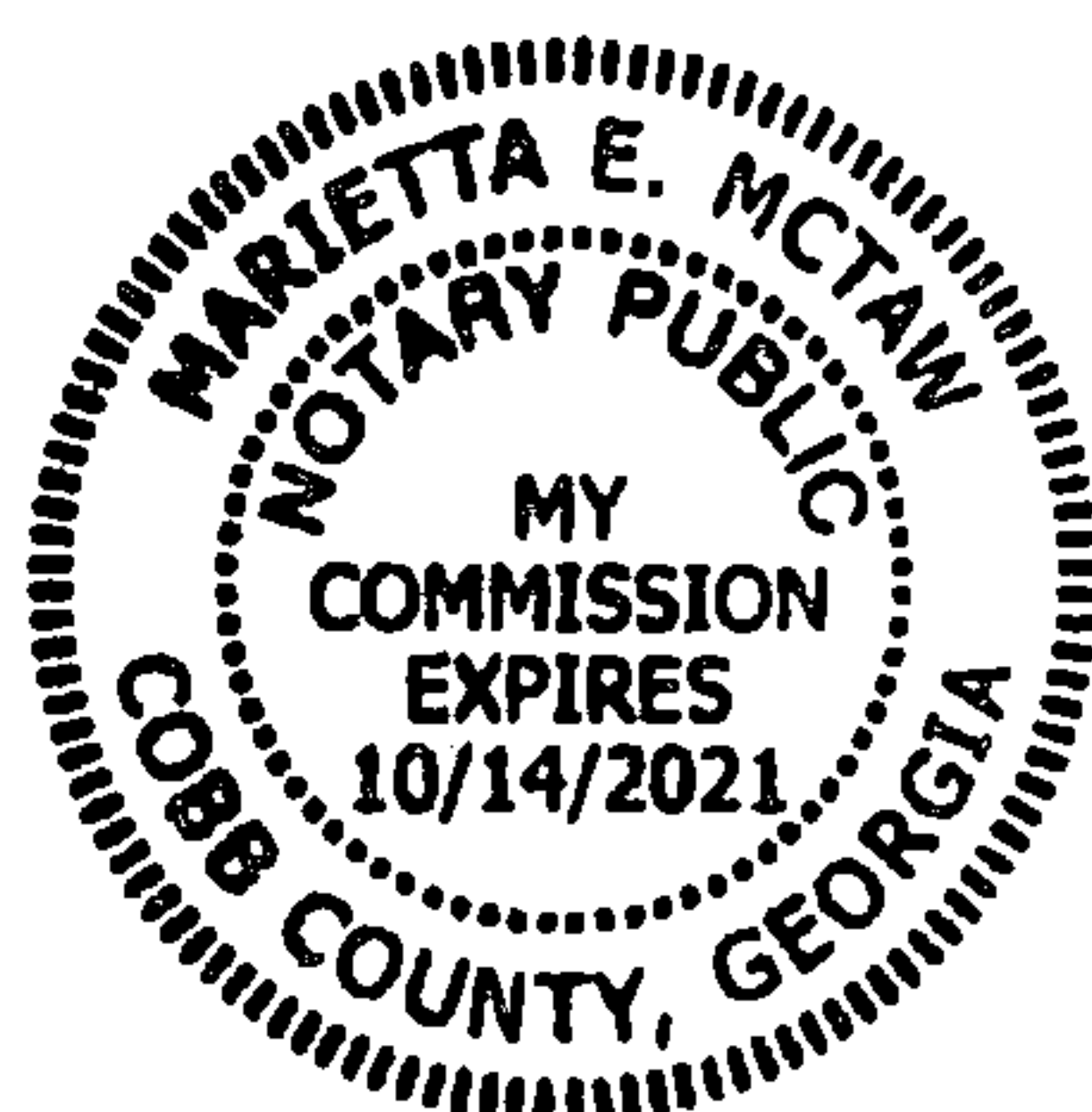
I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that **Brian Thornton**, whose name as Vice President of Real Estate, Engineering, and Construction of **Mountainprize, Inc.**, a Georgia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative 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 25<sup>th</sup> day of August, 2020.

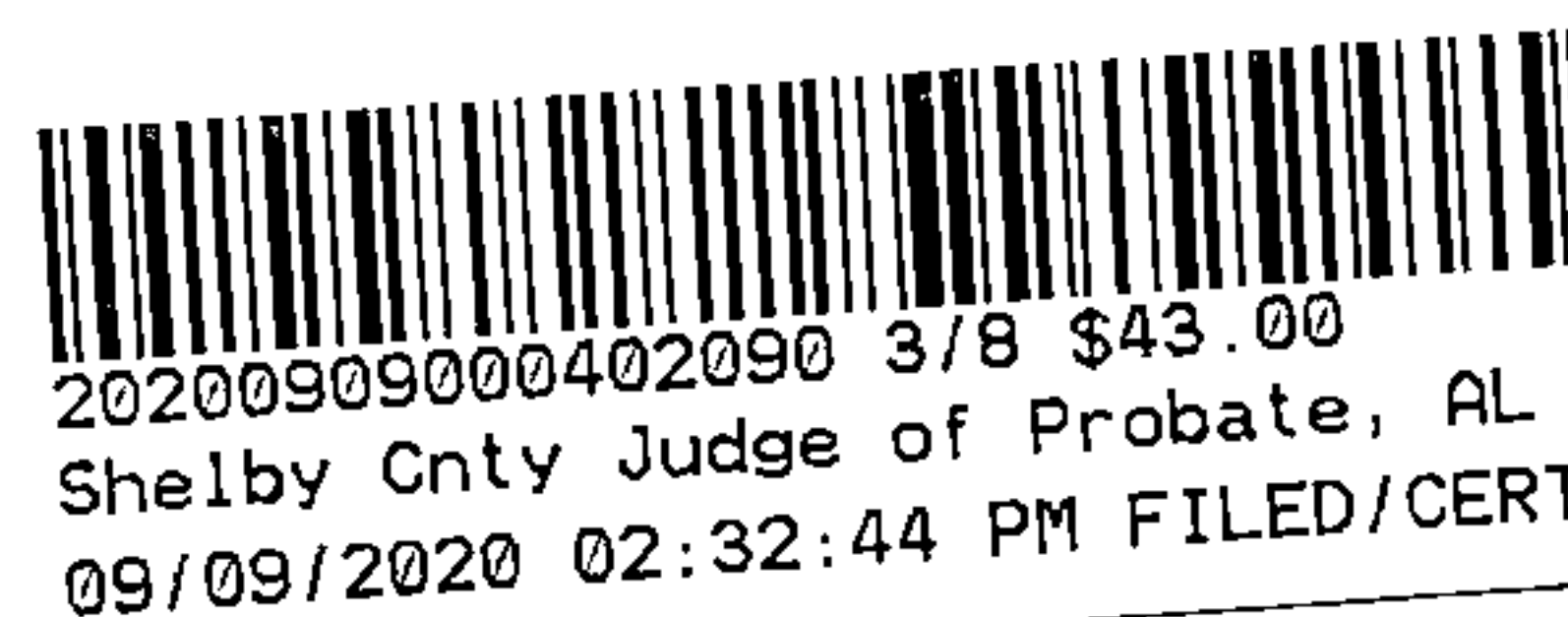
[Signature]  
Notary Public

AFFIX SEAL

My commission expires: October 14, 2021



[Signatures Continue on Next Page]



Brian J. Binzer  
Witness  
Print Name: Brian J. Binzer  
City Administrator

John Huggard  
Witness  
Print Name: John Huggard City Finance Director

**SELLER**

**THE COMMERCIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF  
ALABASTER**

By: Dennis Torrellan  
Name: Dennis Torrellan  
Title: Chairman

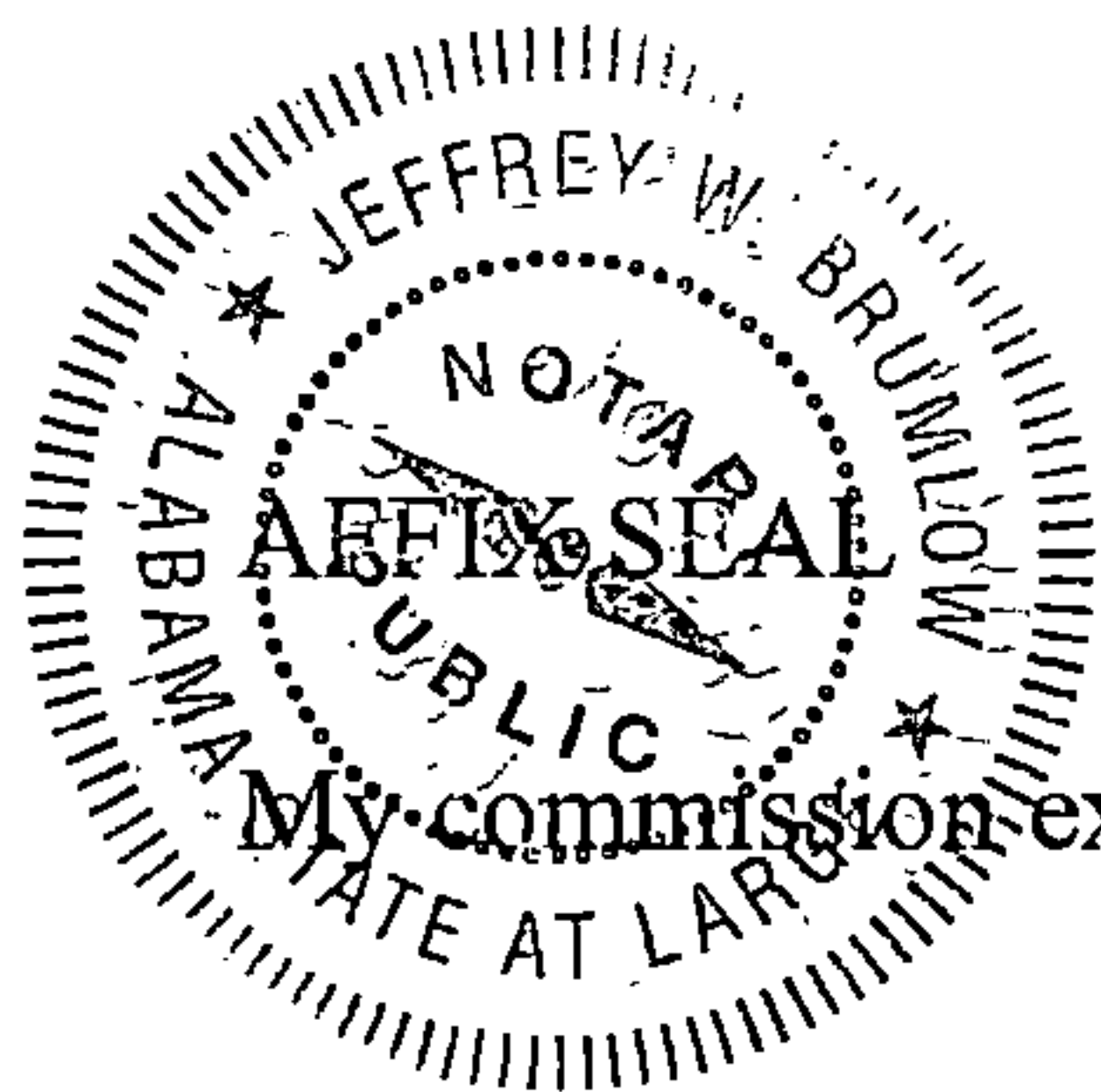
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Dennis Torrellan, whose name as Chairman of **The Commercial Development Authority of The City of Alabaster**, a municipal 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 representative 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 31<sup>st</sup> day of August, 2020.

[Signature]  
Notary Public



My commission expires:

Jeffrey W Brumlow  
Notary Public  
State of Alabama - At Large  
My Commission Expires Dec. 10, 2022

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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT "A"


### **Seller's Property**

PARCEL I :

Beginning at a one-inch open top pipe corner that represents the Southeast corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence North  $00^{\circ}31'10''$  West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 299.84 feet to a found capped rebar pipe corner on the Southerly right of way line of U.S. Highway No. 31; thence run North  $45^{\circ}03'08''$  West along the said South margin of said Highway No. 31 a distance of 534.62 feet to a found rebar corner; thence run North  $85^{\circ}50'53''$  West a distance of 95.31 feet to a found old fence post corner recognized as a property corner on a 1979 survey of Lewis Armstrong, Alabama Licensed Land Surveyor and Engineer; thence run South  $18^{\circ}37'06''$  West a distance of 505.46 feet to a found flat iron corner; thence run South  $25^{\circ}38'54''$  West a distance of 233.09 feet to a found one-inch open pipe corner on the Northerly margin of Old Highway 31 and Shelby County Highway 26 right of ways; thence run South  $77^{\circ}34'58''$  East along said margin of said Highway a distance of 266.55 feet to a found two-inch open pipe corner; thence run North  $13^{\circ}27'15''$  East a distance of 136.06 feet to a found solid bar corner; thence run South  $80^{\circ}00'43''$  East a distance of 131.31 feet to a found steel corner; thence run South  $80^{\circ}06'19''$  East a distance of 100.56 feet to a found steel corner; thence run South  $00^{\circ}54'19''$  East a distance of 28.00 feet to a set capped rebar corner on the South line of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 12; thence run South  $89^{\circ}24'32''$  East along said  $\frac{1}{4}$  -  $\frac{1}{4}$  line a distance of 217.65 feet to the point of beginning.

LESS AND EXCEPT THEREFORM that certain parcel described as follows: A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.), said point also being the POINT OF BEGINNING; thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 18 Degrees 41 Minutes 48 Seconds East for a distance of 215.62 feet to a found rebar; thence run South 87 Degrees 48 Minutes 37 Seconds East for a distance of 91.60 feet to a point, said point being on said Westerly right-of-way line of U.S. Highway 31; thence run South 44 Degrees 54 Minutes 56 Seconds East along said Westerly right-of-way line for a distance of 107.94 feet to the POINT OF BEGINNING. Said parcel contains 46,618 square feet or 1.07 acres more or less.

  
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**Exhibit "A" (Continued)**

PARCEL II :

Commence at a one-inch open top pipe corner that represents the Southeast corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North  $00^{\circ}31'10''$  West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 299.84 feet to a found capped rebar pipe corner on the Southerly right of way line of U.S. Highway No. 31; thence continue North  $00^{\circ}53'47''$  West along said  $\frac{1}{4}$  -  $\frac{1}{4}$  line a distance of 287.06 feet to set rebar corner on the North margin of U.S. Highway No. 31 and the point of beginning of the property, Parcel 2, being described: thence continue North  $00^{\circ}53'47''$  West a distance of 74.42 feet to a found rebar corner; thence run North  $87^{\circ}30'13''$  West a distance of 76.50 feet to a set rebar corner on the same said North margin of same said Highway 31; thence run South  $44^{\circ}56'39''$  East along said margin of said highway a distance of 109.84 feet to the point of beginning. All being situated in Shelby County, Alabama.




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## **EXHIBIT "B"**

### **MOUNTAINPRIZE PROPERTY**

A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.), said point also being the POINT OF BEGINNING; thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 18 Degrees 41 Minutes 48 Seconds East for a distance of 215.62 feet to a found rebar; thence run South 87 Degrees 48 Minutes 37 Seconds East for a distance of 91.60 feet to a point, said point being on said Westerly right-of-way line of U.S. Highway 31; thence run South 44 Degrees 54 Minutes 56 Seconds East along said Westerly right-of-way line for a distance of 107.94 feet to the POINT OF BEGINNING. Said parcel contains 46,618 square feet or 1.07 acres more or less.

  
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## Plat

## Plat

# LINE TABLE

LINE NO.	LINE TYPE	LINE NAME	LINE COLOR	LINE WIDTH	LINE STYLE	LINE DASH	LINE DOTS	LINE SPACES	LINE TOTAL
1	BOUNDARY	TRACT 1 & 2, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
2	BOUNDARY	TRACT 3 & 4, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
3	BOUNDARY	TRACT 5 & 6, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
4	BOUNDARY	TRACT 7 & 8, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
5	BOUNDARY	TRACT 9 & 10, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
6	BOUNDARY	TRACT 11 & 12, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
7	BOUNDARY	TRACT 13 & 14, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
8	BOUNDARY	TRACT 15 & 16, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
9	BOUNDARY	TRACT 17 & 18, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
10	BOUNDARY	TRACT 19 & 20, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
11	BOUNDARY	TRACT 21 & 22, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
12	BOUNDARY	TRACT 23 & 24, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
13	BOUNDARY	TRACT 25 & 26, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
14	BOUNDARY	TRACT 27 & 28, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
15	BOUNDARY	TRACT 29 & 30, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
16	BOUNDARY	TRACT 31 & 32, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
17	BOUNDARY	TRACT 33 & 34, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
18	BOUNDARY	TRACT 35 & 36, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
19	BOUNDARY	TRACT 37 & 38, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
20	BOUNDARY	TRACT 39 & 40, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
21	BOUNDARY	TRACT 41 & 42, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
22	BOUNDARY	TRACT 43 & 44, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
23	BOUNDARY	TRACT 45 & 46, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
24	BOUNDARY	TRACT 47 & 48, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
25	BOUNDARY	TRACT 49 & 50, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
26	BOUNDARY	TRACT 51 & 52, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
27	BOUNDARY	TRACT 53 & 54, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
28	BOUNDARY	TRACT 55 & 56, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
29	BOUNDARY	TRACT 57 & 58, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
30	BOUNDARY	TRACT 59 & 60, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
31	BOUNDARY	TRACT 61 & 62, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
32	BOUNDARY	TRACT 63 & 64, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
33	BOUNDARY	TRACT 65 & 66, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
34	BOUNDARY	TRACT 67 & 68, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
35	BOUNDARY	TRACT 69 & 70, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
36	BOUNDARY	TRACT 71 & 72, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
37	BOUNDARY	TRACT 73 & 74, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
38	BOUNDARY	TRACT 75 & 76, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				1
39	BOUNDARY	TRACT 77 & 78, SECTION 12, T12N, R12E, S12E	RED	2	SOLID				

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