


STATE OF ALABAMA)
COUNTY OF SHELBY)


20210209000067920 1/23 \$95.00
Shelby Cnty Judge of Probate, AL
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AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT

THIS AMENDMENT AND RESTATEMENT of the Easement Agreement recorded in the Probate Office of Shelby County, Alabama, as Instrument Number 20140829000272700 (the "Easement Agreement") is made and entered into by and among Pine Mountain Preserve, Inc., a Delaware corporation (the "Developer") as successor to Pine Mountain Preserve, LLLP, a Delaware limited liability limited partnership (the "PMP LLLP"), and Eddleman Lands, LLC, an Alabama limited liability company ("Eddleman Lands") as successor to the Young Men's Christian Association of Birmingham, an Alabama nonprofit corporation ("YMCA"), and Eddleman Properties, Inc, an Alabama corporation ("Eddleman Properties").

RECITALS:

PMP LLLP and Eddleman Properties entered into the Easement Agreement with the YMCA to provide an easement for ingress and egress over and across certain land owned by the YMCA to and from Shelby County Road 461 and certain land owned by PMP LLLP (the "Easement"). Eddleman Properties in its capacity as the initial developer for part of the property owned by PMP LLLP constructed a road and installed utilities lines within the "Easement Parcel" as described in the Easement Agreement (the "Entrance Road"). The Easement Agreement reserved for the YMCA the right to use the Entrance Road in connection with the operation of a children's camp known as "Camp Hargis" on the YMCA's real property described as the "Hargis Property" in the Easement Agreement. The Easement Agreement limited the right of ingress and egress to approximately 762 acres of real property owned by PMP LLLP located next to the Hargis Property and described as the "Conservation Easement Property" in the Easement Agreement.

PMP LLLP conveyed the Conservation Easement Property to the Developer by deed recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20051228000666520. The Developer subdivided part of the Conservation Easement Property into a limited number of tracts ("Tracts") with common areas for residential and recreational use as part of a development subject to, and described in, the Declaration of Easements Covenants and Restrictions of Pine Mountain Preserve, a Natural Community recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20151228000440560 (the "Preserve Declaration"). Developer has conveyed ownership of the Tracts described in the Preserve Declaration to Eddleman Lands, Atkins Investments, LLC, and Atkins Family, LLC by deeds recorded in the Probate Office of Shelby County, Alabama, as Instruments numbered 20181120000409910, 20181120000409920, 20180713000250360, 20180713000250350, 20190425000135540, 20190425000135570 and 20160108000007630, respectively (the "Tract Owners" and each a "Tract Owner"). The remainder of the Conservation Easement Property is owned by Developer.

Developer is under contract with and intends to acquire from PMP LLLP approximately 1400 acres of additional real property located next to the Conservation Easement Property, which property is more particularly described on Exhibit A hereto (the "Pine Mountain Property").

Developer intends to develop the Pine Mountain Property for mixed use in accordance with a Master Plan approved [or to be submitted for approval] by the Town of Westover, Alabama (the "Pine Mountain Development"). Developer desires to use the Entrance Road subject to the Easement Agreement to provide access to the Pine Mountain Property and to any additional property acquired by Developer for development as part of the Pine Mountain Development.

Eddleman Lands acquired the Hargis Property by deed from the YMCA recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20190325000094310. Eddleman Lands or its assigns proposes to subdivide the Hargis Property into large residential tracts along the Entrance Road and to use the Entrance Road for ingress and egress to the subdivided tracts on that portion of the Hargis Property described on Exhibit B hereto (the "Pine Trail Tracts").

The parties desire to enter into this Amendment and Restatement of the Easement Agreement ("Amendment and Restatement") to amend the Easement Agreement to allow for the use of the Entrance Road to provide access to the Pine Trail Tracts and to the property acquired and to be acquired for development as part of the Pine Mountain Development and to restate the Easement Agreement in its entirety in order to ratify and confirm the terms of the Easement Agreement as so amended. Eddleman Properties, PMP LLLP and the Tract Owners have joined in the execution of this Amendment Agreement to consent in writing to the amendments to the Easement Agreement as set forth herein and to ratify and approve in writing this Amendment and Restatement of the Easement Agreement.

AGREEMENT

NOW, THEREFORE, THESE PREMISES CONSIDERED, and in consideration of the mutual covenants and undertakings herein set forth and other good and valuable consideration, the undersigned parties hereby amend and restate the Easement Agreement in its entirety to read as follows:

1. Grant of Easement.

(a) Eddleman Lands as the successor in interest to the YMCA as the owner of the Hargis Property hereby grants and conveys to Developer and its successors and assigns the following:

(i) a perpetual non-exclusive easement and right of way in, over, across, upon, along and through the Easement Parcel (described on Exhibit C hereto) for ingress and egress of vehicular and pedestrian traffic to, from, and between Shelby County Highway 461 and the Conservation Easement Property, Pine Mountain Property and Additional Property (described herein); provided that such use shall be limited to the passage and accommodation of vehicles and pedestrians consistent with good traffic control and shall not include the right to park or otherwise allow vehicles to stand (except momentarily) in the Easement Parcel; and

(ii) a perpetual non-exclusive easement in, over, across, under, upon, along and through the Easement Parcel for the installation, maintenance repair and

replacement of utilities lines and equipment that benefit all or a portion of the Conservation Property, the Pine Mountain Property, and the Additional Property, including without limitation water, sanitary sewer, electricity, gas, telephone and cable television; provided that all transmission, distribution and other lines and pipes shall be placed underground; provided further that the owners of the Conservation Easement Property, Pine Mountain Property, and Additional Property shall, at their expense, repair and replace all damage to the Easement Parcel caused in connection with the installation, maintenance, repair or replacement of the utilities for the benefit of their respective property and shall restore the Easement Parcel to substantially the same condition as existed prior to such damage;

(iii) to establish and promulgate such speed limits and reasonable rules and regulations concerning vehicular and pedestrian traffic control on the Easement Parcel and to place traffic control devices on the Easement Parcel as may be reasonably required for good traffic control without unreasonably interfering with access to, from, and between the Hargis Property, Conservation Easement Property, Pine Mountain Property and the Additional Property; and

(iv) a perpetual non-exclusive easement in, over, across, under, upon, along and through the Easement Parcel for the construction, installation, maintenance, operation, repair and replacement of signs, improvements and landscaping to provide a controlled access entrance to each of the Hargis Property and Conservation Easement Property in accordance with Section 4 hereof.

The Easement herein granted shall be for the benefit of the Conservation Easement Property and the Pine Mountain Property for the use and enjoyment of the owners of all or a portion of the Conservation Easement Property and Pine Mountain Property and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees, guests, and other invitees. In addition, this Easement shall also benefit any additional real property that the Developer may from time to time add to, and include in, the Pine Mountain Development or additional property Developer may from time to time undertake to develop in a separate development ("Additional Property"). Developer shall have full power and authority to execute and file with the Probate Office of Shelby County, Alabama, an instrument to describe the Additional Property benefited by this Easement Agreement. Notwithstanding anything herein to the contrary, the Developer shall have the right to construct and install utilities lines and equipment for the purpose of serving Additional Property benefited by this Easement, in which event Developer shall, at its expense, repair and replace all damage to the Easement Parcel caused by Developer in connection with the construction, installation, maintenance and replacement of utilities lines and equipment and other improvements constructed in the Easement Parcel.

(b) Eddleman Lands hereby covenants that it is lawfully seized in fee simple of the Easement Parcel and that Eddleman Lands has good right to grant the easements herein granted free and clear of all liens, mortgages and encumbrances, except for ad valorem taxes which are not delinquent, the mortgage granted to Trustmark National Bank, and easements and restrictions of record that do not unreasonably interfere with the use of the Easement Parcel as herein contemplated.

2. Construction of Improvements.

(a) The undersigned hereby acknowledge and agree that the improvements described in the Easement Agreement as the "Work" have been constructed and completed.

(b) Developer shall, at its expense, keep and maintain the road surface of the Easement Parcel and the improvements thereon and the gates (including the controlled access system) in good condition and state of repair and repair and replace the road surface and gates and controlled access systems as needed to maintain the Easement Parcel in good condition. Developer shall, at its expense, repair and replace all damage to the Easement Parcel caused in connection with the construction, installation, maintenance and replacement of utilities lines and equipment and other improvements constructed in the Easement Parcel and shall restore the Easement Parcel to substantially the same condition as it existed prior to such damage. Developer and its employees, agents, contractors and subcontractors shall have the right to enter upon the Easement Parcel to the extent reasonably necessary to maintain the Easement Parcel and shall have the right to erect barricades and signage for safety as reasonably necessary in connection with any temporary construction or repair and maintenance of the Easement Parcel in a manner that will not unreasonably interfere with the use of the Easement Parcel as provided in Section 3 hereof.

3. Reservation of Rights.

(a) Eddleman Lands reserves for itself as the owner of the Easement Parcel and for its successors and assigns with respect to all or part of the Hargis Property and for their respective mortgagees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees, invitees and business guests, the right to use the Easement Parcel from time to time and at any time in such manner as will not be inconsistent and unreasonably interfere with the use of the Easement Parcel as provided in Section 1 hereof for the following purposes:

(i) to use the Easement Parcel for ingress and egress of vehicular and pedestrian traffic to, from and between the Hargis Property and Shelby County Highway 461; provided that such use shall be limited to the passage and accommodation of vehicles and pedestrians consistent with good traffic control and such reservation of rights shall not include the right to park or otherwise allow vehicles to stand (except momentarily) in the Easement Parcel; and

(ii) to connect interior roads within the Hargis Property to the Easement Parcel for ingress and egress to, from and between the Easement Parcel and locations within the Hargis Property;

(b) Eddleman Lands shall not construct or maintain any gates, fences, walls, curbs or other obstructions which impair or prevent the full and intended reasonable use of the Easement Parcel.

(c) Subject to the rights granted to Developer hereunder, Eddleman Lands reserves for itself and its successors and assigns the exclusive right to use and enjoy the Hargis Property and any improvements now or hereafter constructed on the Hargis Property; provided that such reservation shall not limit the right of Developer and its successors and assigns to use the Easement Parcel as herein provided.

4. Controlled Access to and from the Easement Parcel.

(a) The parties acknowledge and agree that the gate at the intersection of the Easement Parcel and Shelby County Highway 461 (the "Hargis Gate") has been constructed and completed and consent to the installation of a controlled access system that will restrict general access to the Easement Parcel. Developer shall have the right to manage the operation of the Hargis Gate. Notwithstanding anything herein to the contrary, the Developer shall not unreasonably interfere or restrict access in accordance with the rights granted and reserved hereunder.

(b) The parties acknowledge and agree that the gate at the intersection of the Easement Parcel and the boundary of the Conservation Easement Property has been constructed and completed and consent to the installation of a controlled access system that will restrict general access to and from the Conservation Easement Property through the Easement Parcel (the "Preserve Gate"). Developer shall have the right to manage the operation of the Pine Mountain Gate.

5. Assumption by Owners' Association. In the event that Developer shall create one or more owners' associations whose members are owners of all or a portion of the Conservation Easement Property, the Pine Mountain Property, and/or Additional Property (a "Properties Association" or, if more than one, the "Properties Associations"), and the Properties Association has the right and power to levy, collect and enforce the collection of assessments from its owners or members for, among other things, the care, maintenance and operation of the Easement Parcel, and the Properties Association or the Properties Associations assume in writing all or part of the obligations of Developer hereunder, including without limitation, the maintenance of the Easement Parcel, Developer shall have no further obligations or liability hereunder to the extent assumed by the Properties Associations and all notices and other communications required to be made to either of them with respect to the assumed obligations shall be made or delivered to the Properties Associations.

6. Covenants Running with the Land. The rights and easements granted hereunder shall be covenants running with and appurtenant to the Conservation Easement Property, the Pine Mountain Property, the Hargis Property and the Additional Property, and the benefits and burdens under this Easement shall be binding upon and inure to the benefit of the owners of said property and their respective successors and assigns. The rights and limitations on the use of the Easement Parcel shall be binding upon and inure to the benefit of any lessee, sublessee, licensee, invitee or any other person from time to time entitled to the use and occupancy, or access to, any portion of the Conservation Easement Property, the Pine Mountain Property, the Hargis Property, and the Additional Property. No covenant, condition or restriction hereunder is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

7. Amendment. The easements, covenants and provisions of this Amendment and Restatement of the Easement Agreement may be amended by a written instrument executed by the Developer and Eddleman Lands and their successors and assigns with respect to the property described herein; provided that no such amendment shall unreasonably interfere with the use of the Easement Parcel as herein provided unless also executed by all of the owners of the Conservation Easement Property, the Pine Mountain Property, the Hargis Property and the Additional Property, and their respective mortgagees with respect to said property. Notwithstanding anything herein to the contrary, Developer shall have the right to amend this Amendment and Restatement to add Additional Property in accordance with Section 1 hereof.

Such amendment shall be effective upon filing said instrument in the Probate Office of Shelby County, Alabama.

8. Miscellaneous.


(a) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Parcel to the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Easement Agreement shall be strictly limited to, and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective successors and assigns who become owners of the Conservation Easement Property, the Pine Mountain Development, the Hargis Property, and the Additional Property and their agents, employees, lessees, sublessees, contractors, subcontractors, licensees, invitees and guests. Nothing contained in this Easement Agreement, express or implied, shall confer upon any other person or entity any rights or remedies under or by reason of this Easement Agreement.

(b) The execution of this Amendment and Restatement supersedes in its entirety the terms and provisions of the Easement Agreement recorded as Instrument #20140829000272700. This Amendment and Restatement sets forth the entire understanding of the parties with respect to the Easement and the rights and obligations with respect thereto.

(c) The Easement Parcel is located in the State of Alabama and this Easement Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama.

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

[Signatures on following page]


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties have executed this Easement Agreement with the intent that it be effective as of the date first above written on this 21st day of January, 2021.

PINE MOUNTAIN PRESERVE, INC.

By: [Signature]
Douglas D. Eddleman, President

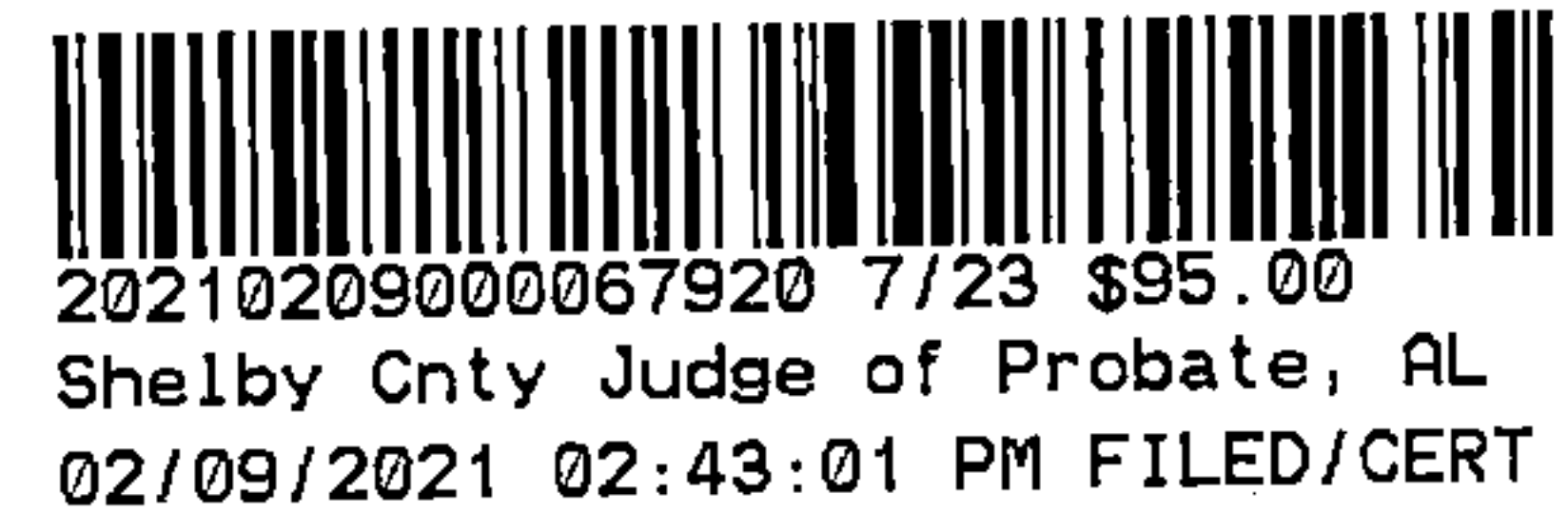
EDDLEMAN LANDS, LLC

By: [Signature]
Douglas D. Eddleman, Manager

EDDLEMAN PROPERTIES, INC.

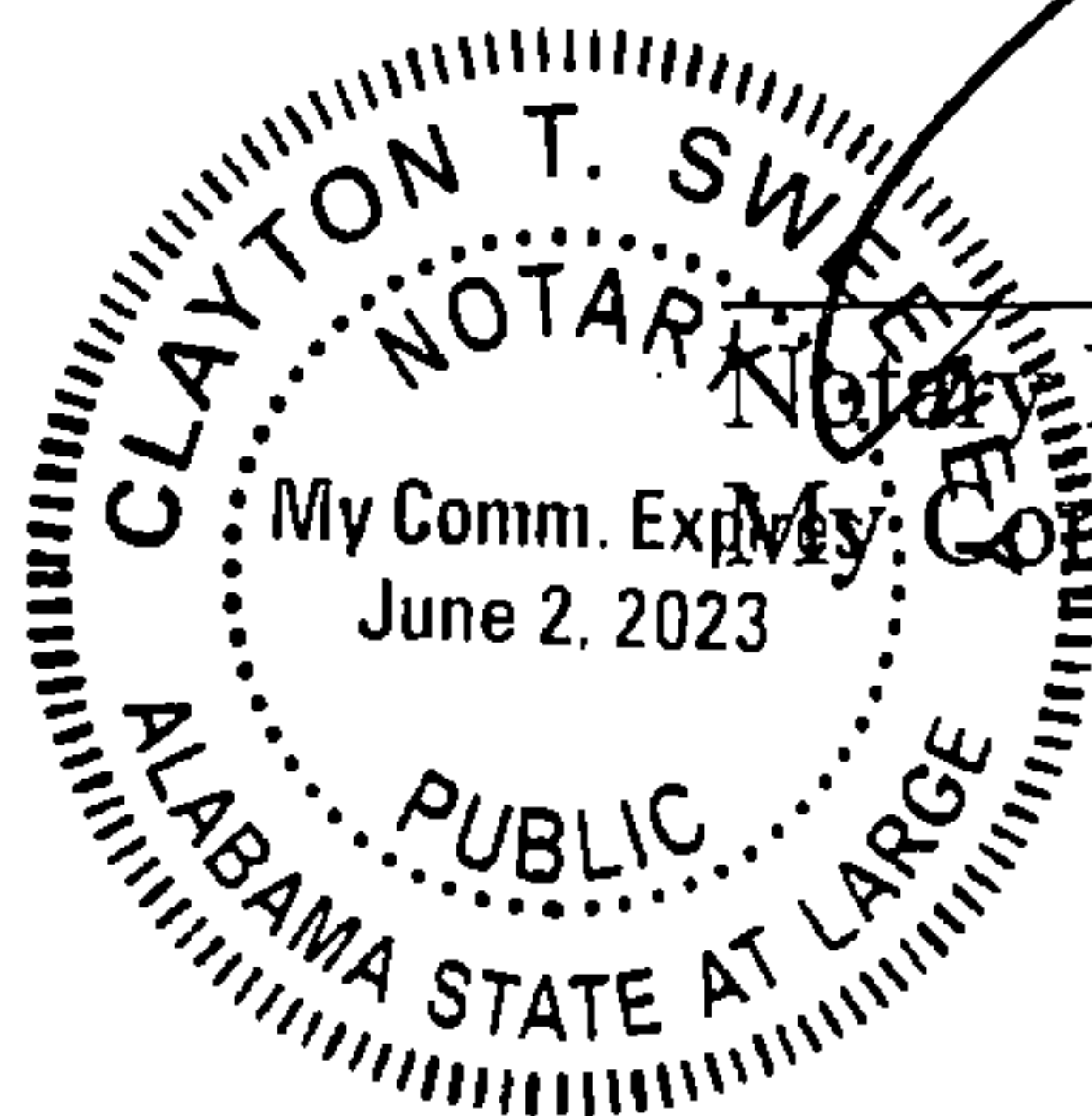
By: [Signature]
Douglas D. Eddleman, President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



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

Given under my hand and seal on this 21st day of January, 2021.

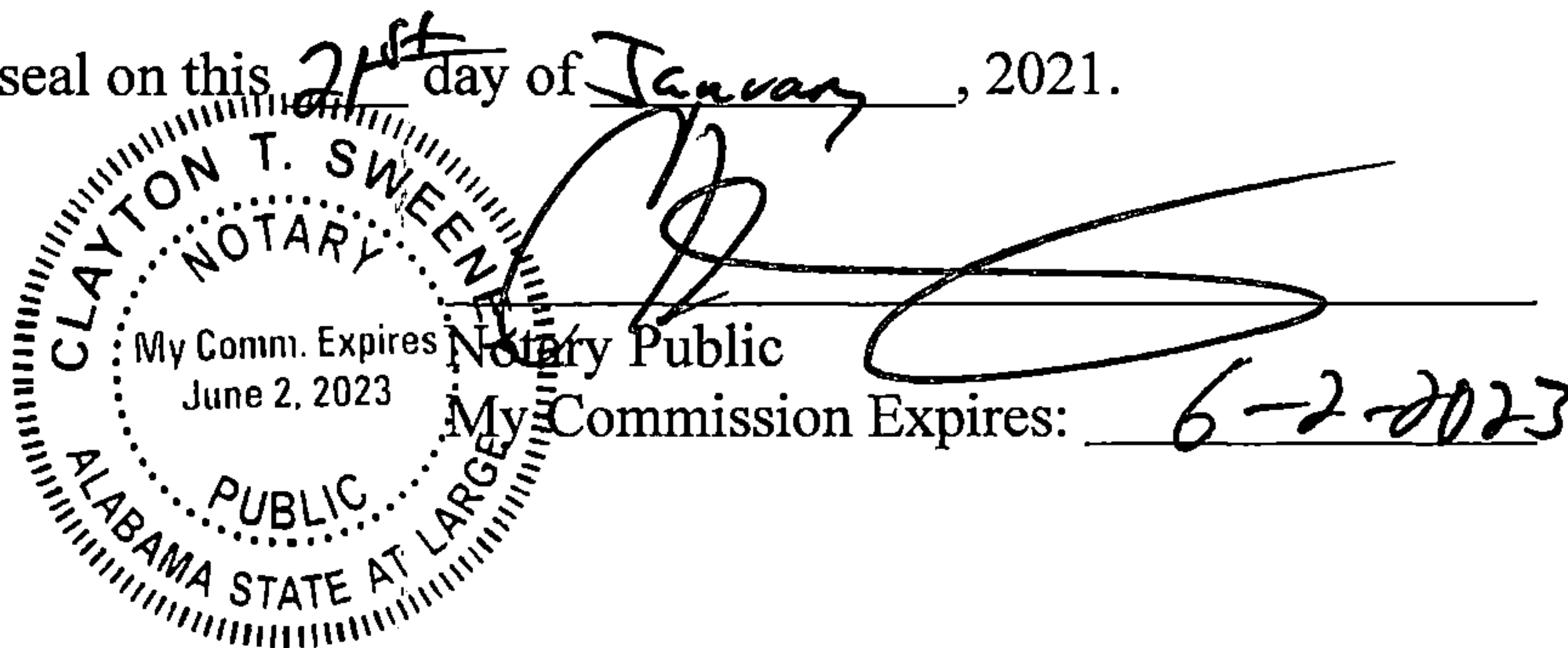


[Signature]
Notary Public
My Commission Expires: 6-2-2023

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Douglas D. Eddleman whose name as manager of Eddleman Lands, LLC, an Alabama manager managed 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 this instrument, they in their capacity as such manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

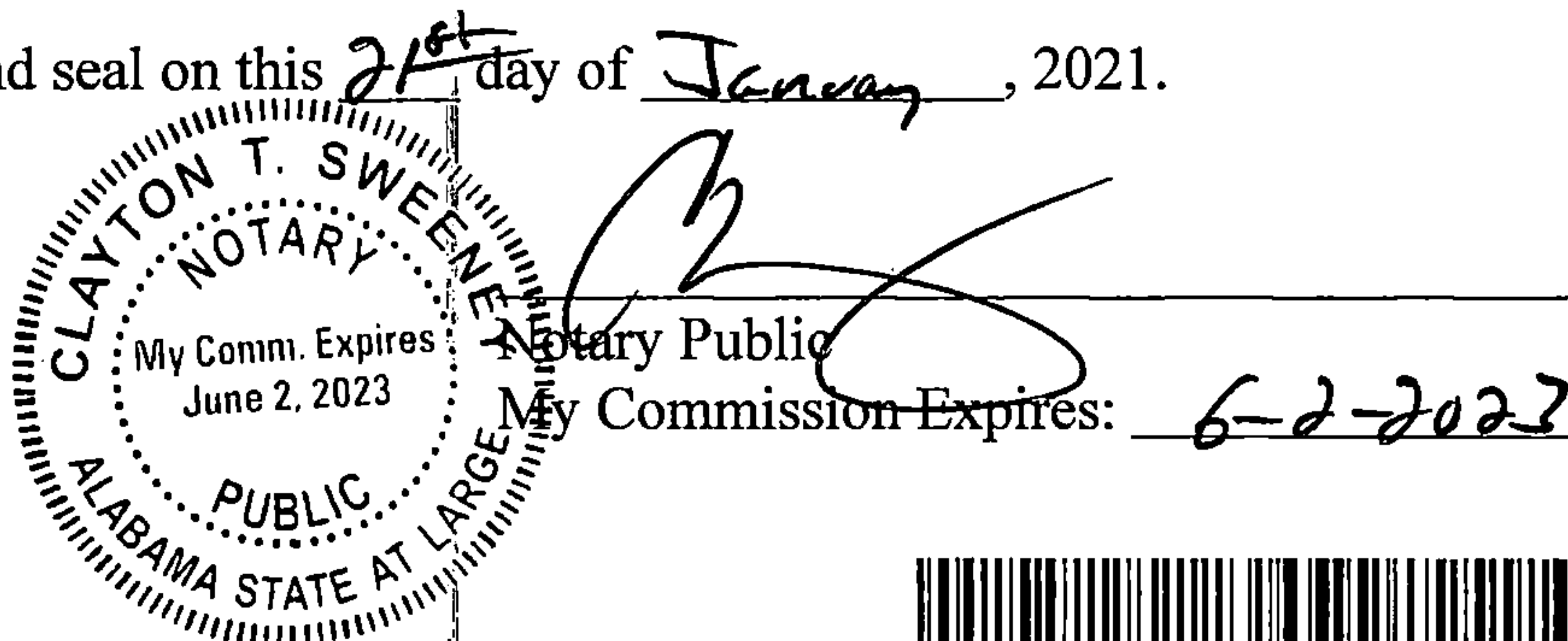
Given under my hand and seal on this 21st day of January, 2021.



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

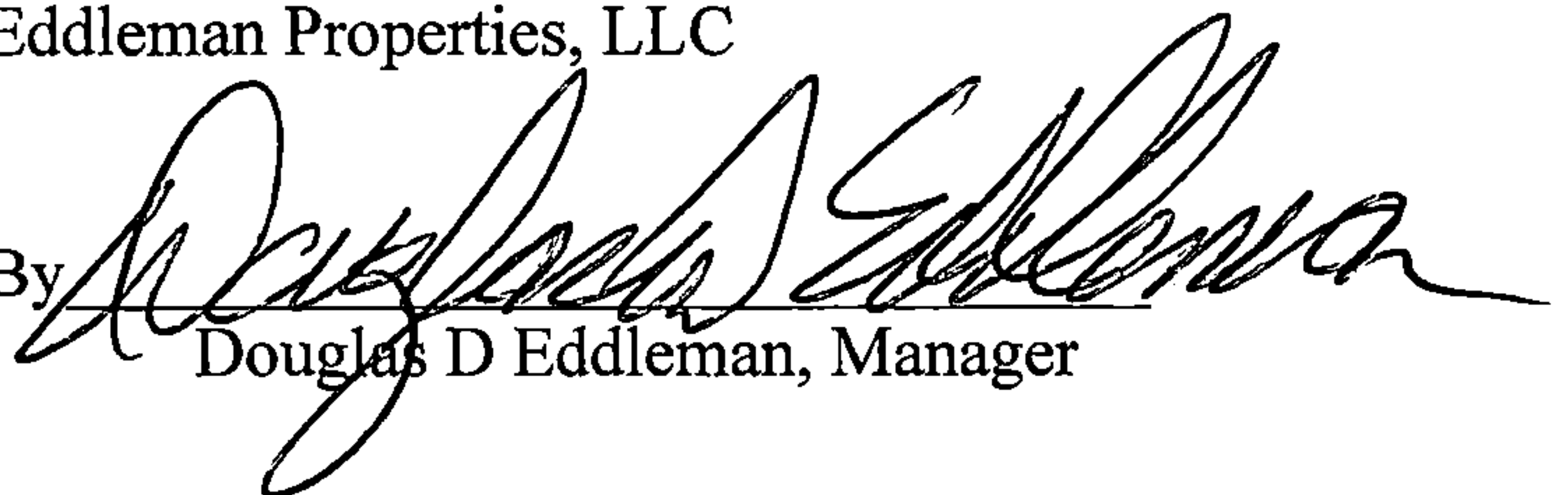
Given under my hand and seal on this 21st day of January, 2021.



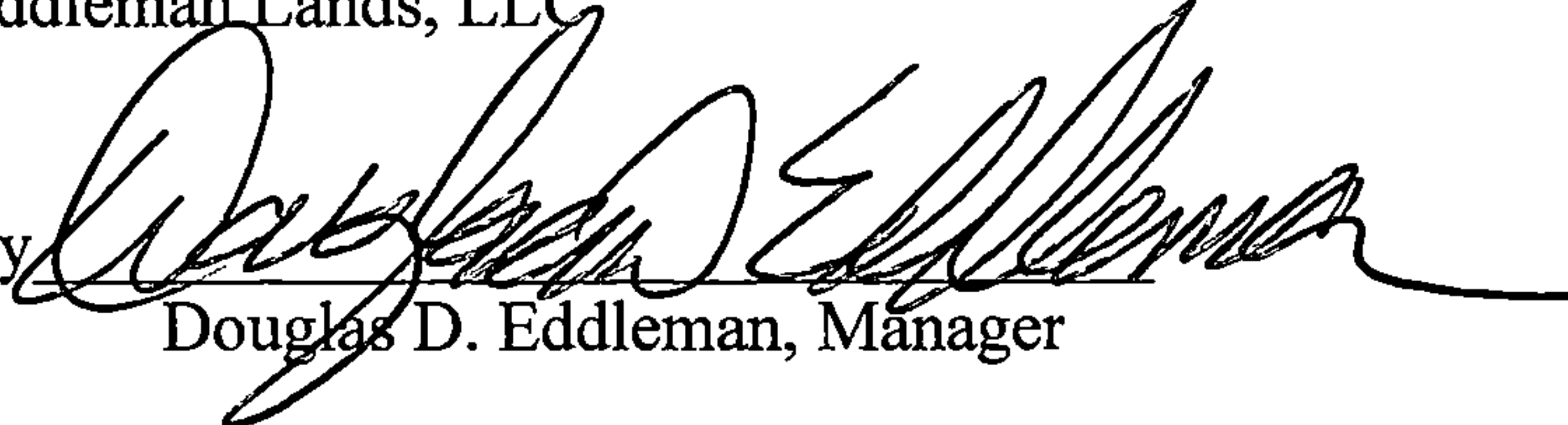
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The undersigned have joined in the execution of this Amendment and Restatement as owners of the real property benefitted and burdened by the Easement to evidence their consent to the amendments to the Easement Agreement herein set forth and to ratify confirm and approve the terms of this Amendment and Restatement of the Easement Agreement.

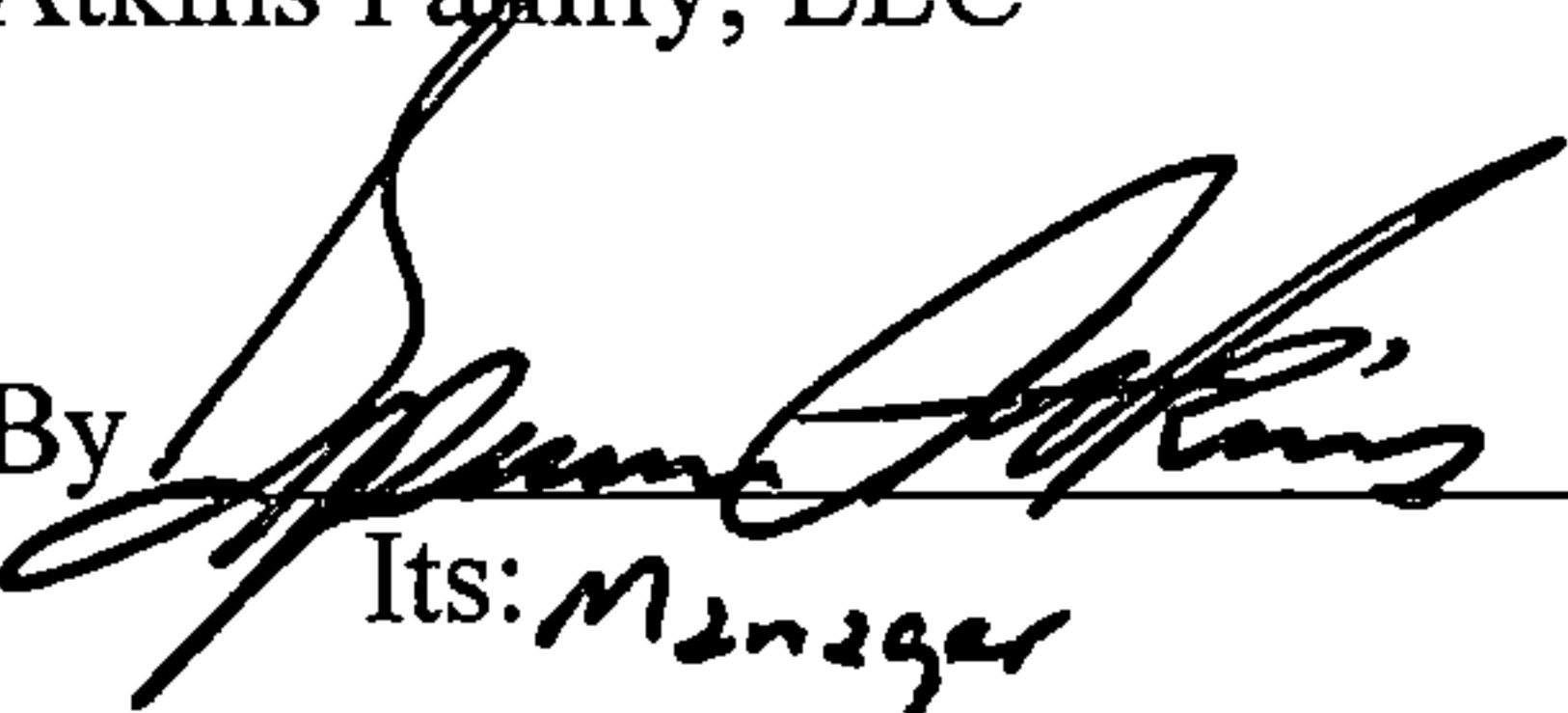
PINE MOUNTAIN PRESERVE, LLLP
By its General Partner
Eddleman Properties, LLC

By 
Douglas D Eddleman, Manager

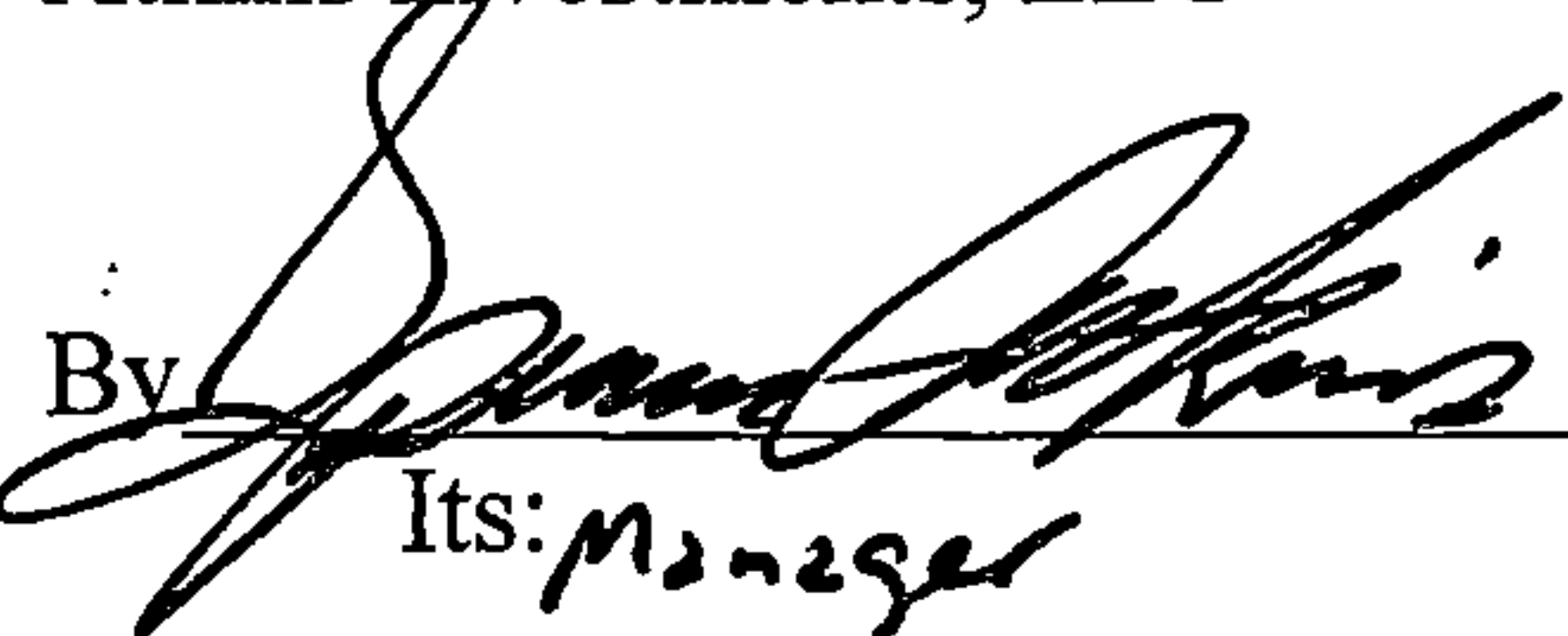
Eddleman Lands, LLC

By 
Douglas D. Eddleman, Manager

Atkins Family, LLC

By 
Its: Manager

Atkins Investments, LLC

By 
Its: Manager

This instrument was prepared by:
Jack P. Stephenson, Jr.
BURR & FORMAN LLP
420 N. 20th Street, Suite 3400
Birmingham, Alabama 35203
Phone: 205-251-3000



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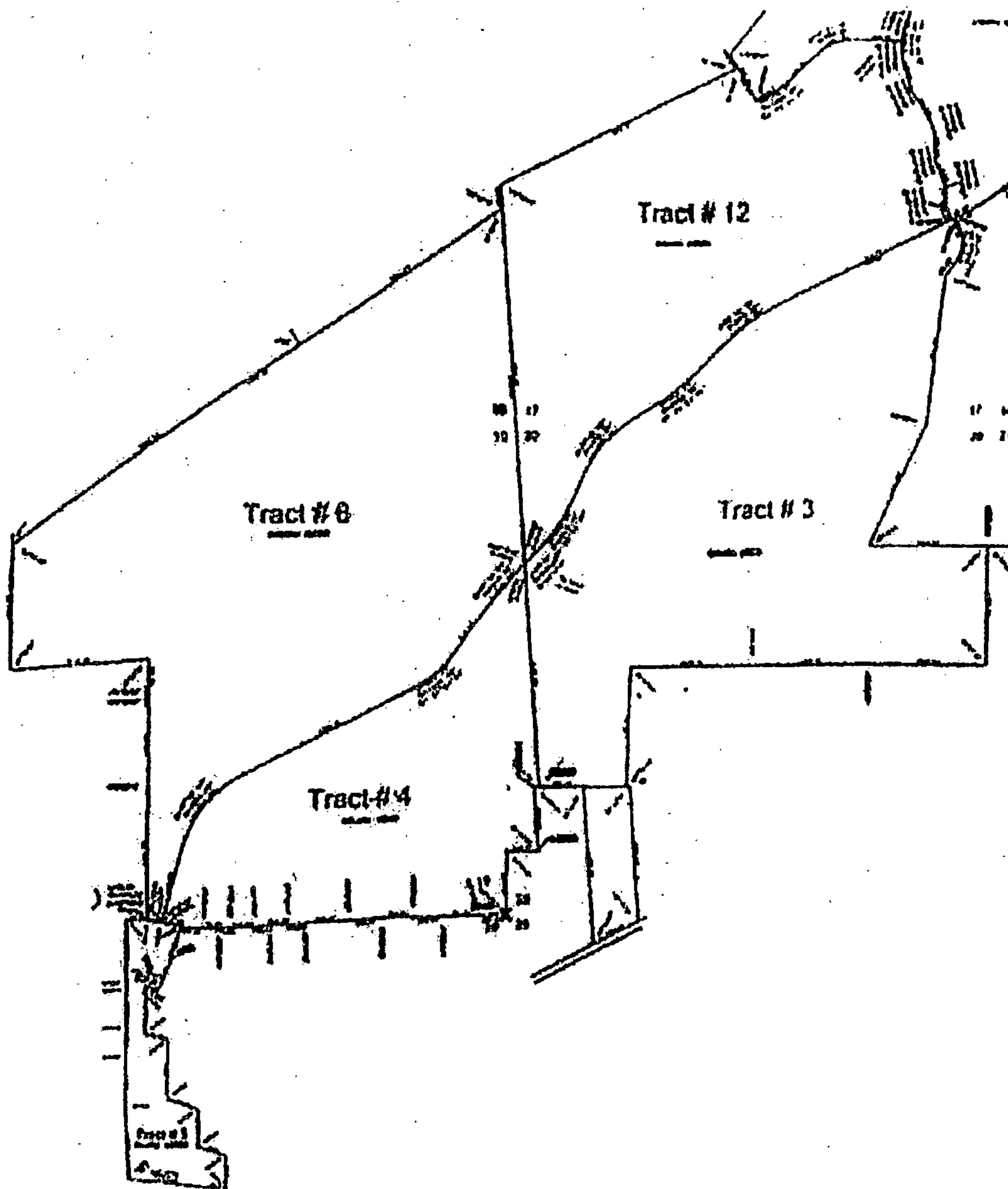
EXHIBIT A

PINE MOUNTAIN PROPERTY



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PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT SOUTH



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Pine Mountain Preserve – Tract 3

Part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29 and part of Section 20, and part of the South $\frac{1}{2}$ of Section 17, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

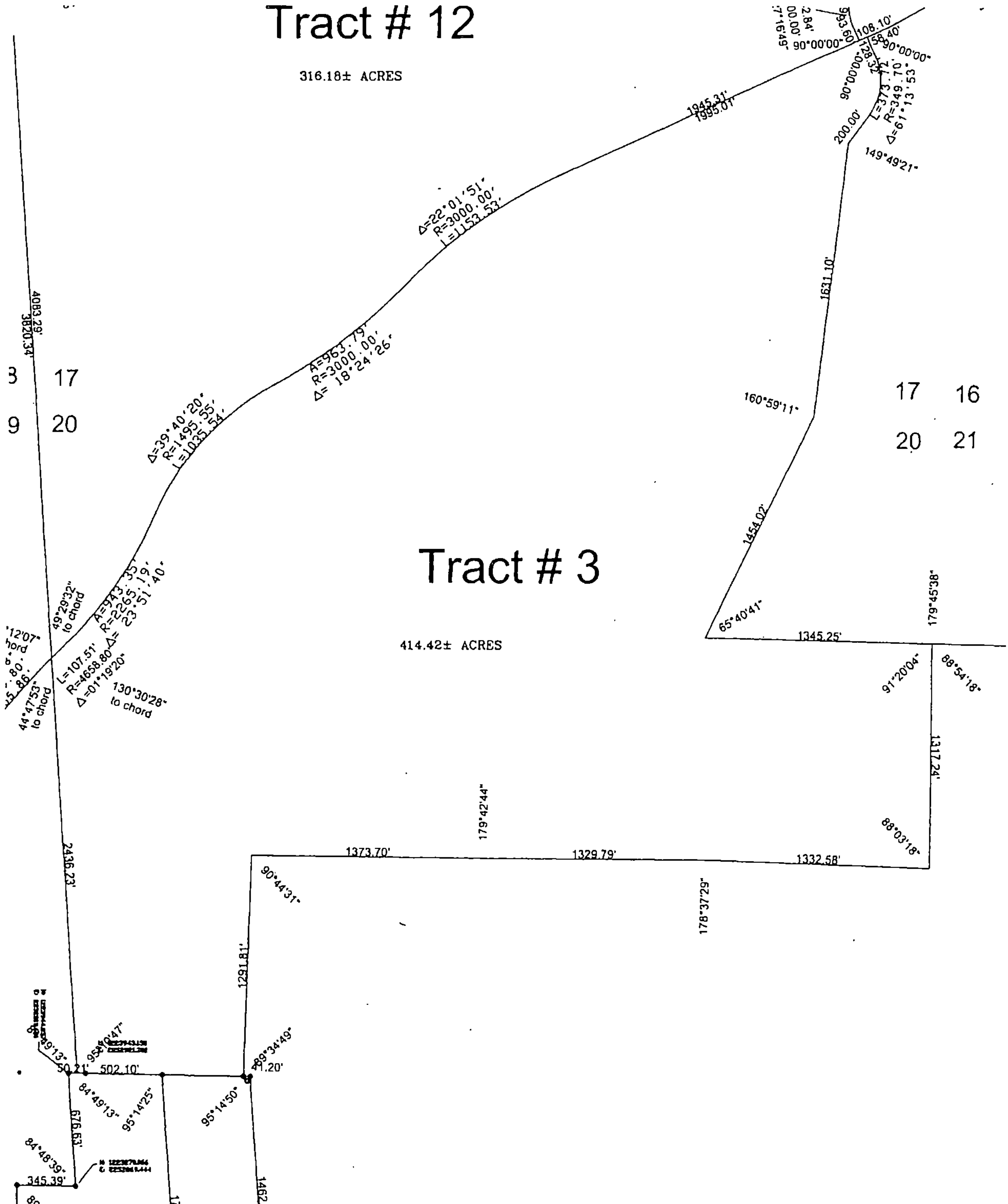
Beginning at an existing nail in a pine knot, being the locally accepted Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, run in a Southerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1317.24 feet to a $\frac{5}{8}$ " iron rebar being the locally accepted Southeast corner of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 20; thence turn an angle to the right of $91^{\circ} 56' 42''$ and run in a Westerly direction for a distance of 1332.58 feet to an existing $\frac{3}{4}$ " pipe being the locally accepted Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20; thence turn an angle to the left of $1^{\circ} 22' 31''$ and run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1329.79 feet to an existing $\frac{1}{2}$ " iron pipe; thence turn an angle to the right of $0^{\circ} 17' 16''$ and run in a Westerly direction along the South line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 20 for a distance of 1373.70 feet to an existing $\frac{1}{2}$ " iron rebar being the locally accepted Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 20; thence turn an angle to the left of $89^{\circ} 15' 29''$ and run in a Southerly direction for a distance of 1291.81 feet to an existing $\frac{1}{2}$ " iron pipe; thence turn an angle to the left of $90^{\circ} 25' 11''$ and run in an Easterly direction for a distance of 41.20 feet to an existing 2" pipe; thence turn an angle to the right of $84^{\circ} 45' 10''$ and run in a Southeasterly direction for a distance of 1462.80 feet to a point on the Northwest right-of-way line of Old U.S. Highway # 280; thence turn an angle to the right of $69^{\circ} 45' 32''$ and run in a Southwesterly direction along the Northwest right-of-way line of said Old U.S. Highway # 280 for a distance of 550.68 feet to a point on the East line of the Carden Crest Subdivision, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 35, Page 64; thence turn an angle to the right of $110^{\circ} 14' 53''$ and run in a Northwesterly direction along the East line of said Carden Crest Subdivision for a distance of 1700.75 feet to a point of intersection with the South line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 20; thence turn an angle to the left of $84^{\circ} 45' 35''$ and run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 502.10 feet to an existing $\frac{1}{2}$ " iron pipe; thence turn an angle to the right of $84^{\circ} 49' 13''$ and run in a Northwesterly direction for a distance of 2436.23 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of $1^{\circ} 19' 20''$ and a radius of 4658.80 feet; thence turn an angle to the right ($49^{\circ} 29' 32''$ to the chord of said curve) and run in a Northeasterly direction along the arc of said curve for a distance of 107.51 feet to a point of reverse curve, said newest curve being concave in a Northwesterly direction and having a central angle of $23^{\circ} 51' 40''$ and a radius of 2265.19 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 943.35 feet to a new point of reverse curve, said latest curve being concave in a Southeasterly direction and having a central angle of $39^{\circ} 40' 20''$ and a radius of 1495.55 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 1035.54 feet to another point of reverse curve, said latest curve being concave in a Northwesterly direction and having a central angle of $18^{\circ} 24' 26''$ and a radius of 3000.00 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 963.79 feet to another point of reverse curve, said latest curve being concave in a Southeasterly direction and having central angle of $22^{\circ} 1' 51''$ and a radius of 3000.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 1153.53 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 1995.01 feet; thence turn an angle to the right of 90° and run in a Southeasterly direction for a distance of 128.32 feet to the point of beginning of a new curve, said curve being concave in a Westerly direction and having a central angle of $61^{\circ} 13' 53''$ and a radius of 349.70 feet; thence turn an angle to the right and run in a Southeasterly, Southerly and Southwesterly directions along the arc of said curve for a distance of 373.72 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 200.00 feet; thence turn an angle to the left of $30^{\circ} 10' 39''$ and run in a Southwesterly direction for a distance of 1631.10 feet; thence turn an angle to the right of $19^{\circ} 00' 49''$ and run in a Southwesterly direction for a distance of 1454.02 feet to the locally accepted Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20; thence turn an angle to the left of $114^{\circ} 19' 19''$ and run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1345.25 feet, more or less, to the point of beginning. Containing 414.42 acres, more or less.



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Tract # 12

316.18± ACRES



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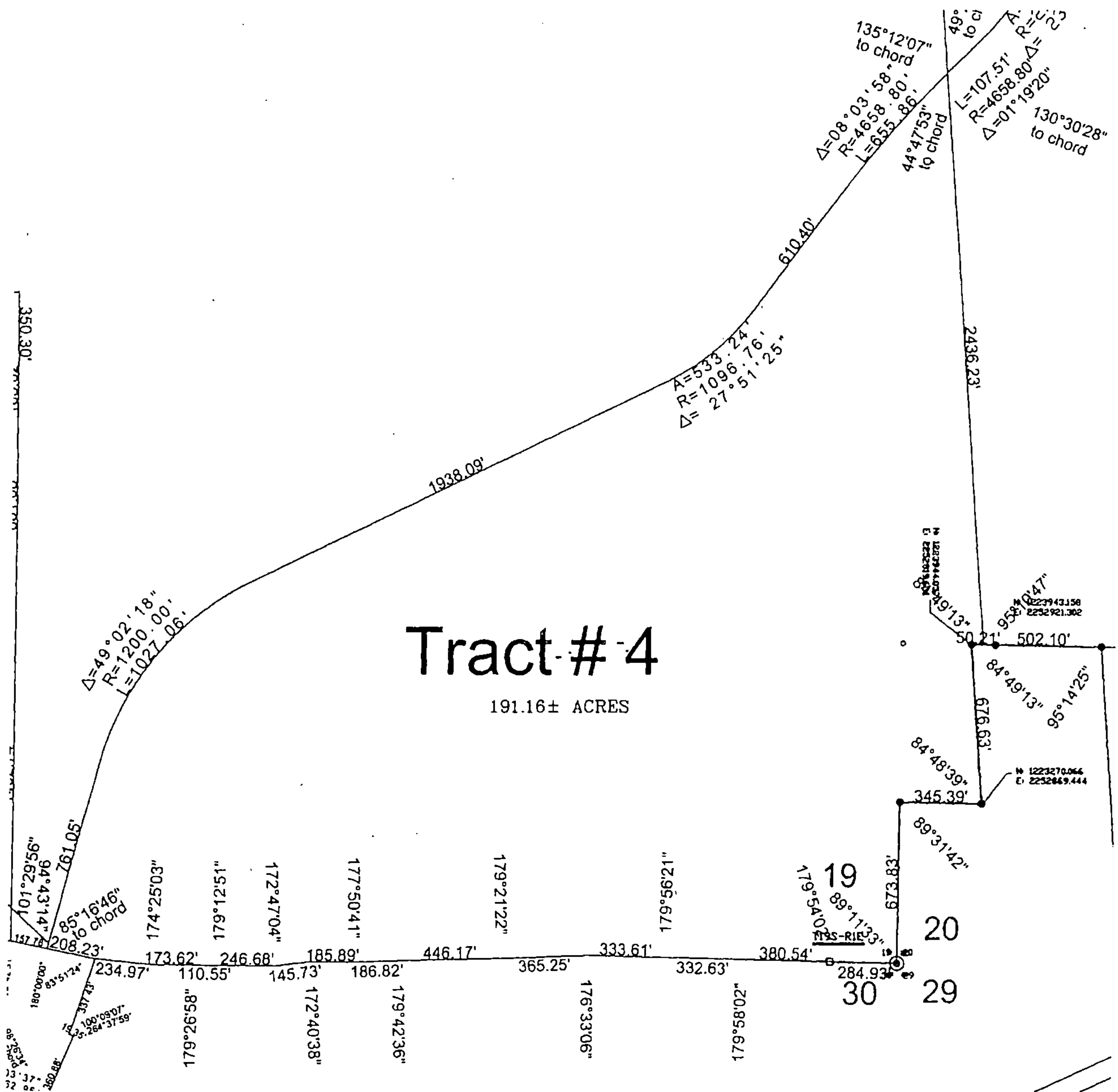
Pine Mountain Preserve - Tract 4

Part of the West 1/4 of Section 20 and part of Section 19, both in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Section 19 run in a Northerly direction along the East line of said Section for a distance of 673.83 feet to an existing 1" iron pipe; thence turn an angle to the right of $90^{\circ} 28' 18''$ and run in an Easterly direction for a distance of 345.39 feet to an existing 1/2" iron pipe; thence turn an angle to the left of $95^{\circ} 11' 21''$ and run in a Northwesterly direction for a distance of 676.63 feet; thence turn an angle to the right of $95^{\circ} 10' 47''$ and run in an Easterly direction for a distance of 50.21 feet; thence turn an angle to the left of $95^{\circ} 10' 47''$ and run in an Northwesterly direction along the centerline of an existing Alabama Power Company 100 foot right-of-way for a distance of 2436.23 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of $8^{\circ} 3' 58''$ and a radius of 4658.80 feet; thence turn an angle to the left ($135^{\circ} 12' 07''$ to the chord of said curve) and run in a Southwesterly direction along the arc of said curve for a distance of 655.86 feet to a point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 610.40 feet to a point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of $27^{\circ} 51' 25''$ and a radius of 1096.76 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 533.24 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1938.09 feet to the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of $49^{\circ} 02' 18''$ and a radius of 1200.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1027.06 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 761.05 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of $2^{\circ} 33' 48''$ and a radius of 1171.75 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 52.42 feet to the point of ending of said curve; thence turn an angle to the left ($94^{\circ} 43' 14''$ from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 208.23 feet; thence turn an angle to the left of $5^{\circ} 43' 14''$ and run in a Southeasterly direction for a distance of 234.97 feet; thence turn an angle to the left of $5^{\circ} 34' 57''$ and run in an Easterly direction for a distance of 173.62 feet; thence turn an angle to the right of $0^{\circ} 33' 02''$ and run in an Easterly direction for a distance of 110.55 feet; thence turn an angle to the left of $0^{\circ} 47' 09''$ and run in an Easterly direction for a distance of 246.68 feet; thence turn an angle to the left of $7^{\circ} 12' 56''$ and run in a Northeasterly direction for a distance of 145.73 feet; thence turn an angle to the right of $7^{\circ} 19' 22''$ and run in an Easterly direction for a distance of 185.89 feet; thence turn an angle to the left of $2^{\circ} 09' 19''$ and run in an Easterly direction for a distance of 186.82 feet; thence turn an angle to the right of $0^{\circ} 17' 24''$ and run in an Easterly direction for a distance of 446.17 feet; thence turn an angle to the left of $0^{\circ} 38' 38''$ and run in an Easterly direction for a distance of 365.25 feet; thence turn an angle to the right of $3^{\circ} 26' 54''$ and run in an Easterly direction for a distance of 333.61 feet; thence turn an angle the left of $0^{\circ} 3' 39''$ and run in an Easterly direction for a distance of 332.63 feet; thence turn an angle to the right of $0^{\circ} 1' 58''$ and run in an Easterly direction for a distance of 380.54 feet; thence turn an angle to the left of $0^{\circ} 5' 58''$ and run in an Easterly direction for a distance of 284.93 feet, more or less, to the point of beginning. Containing 191.16 acres, more or less.



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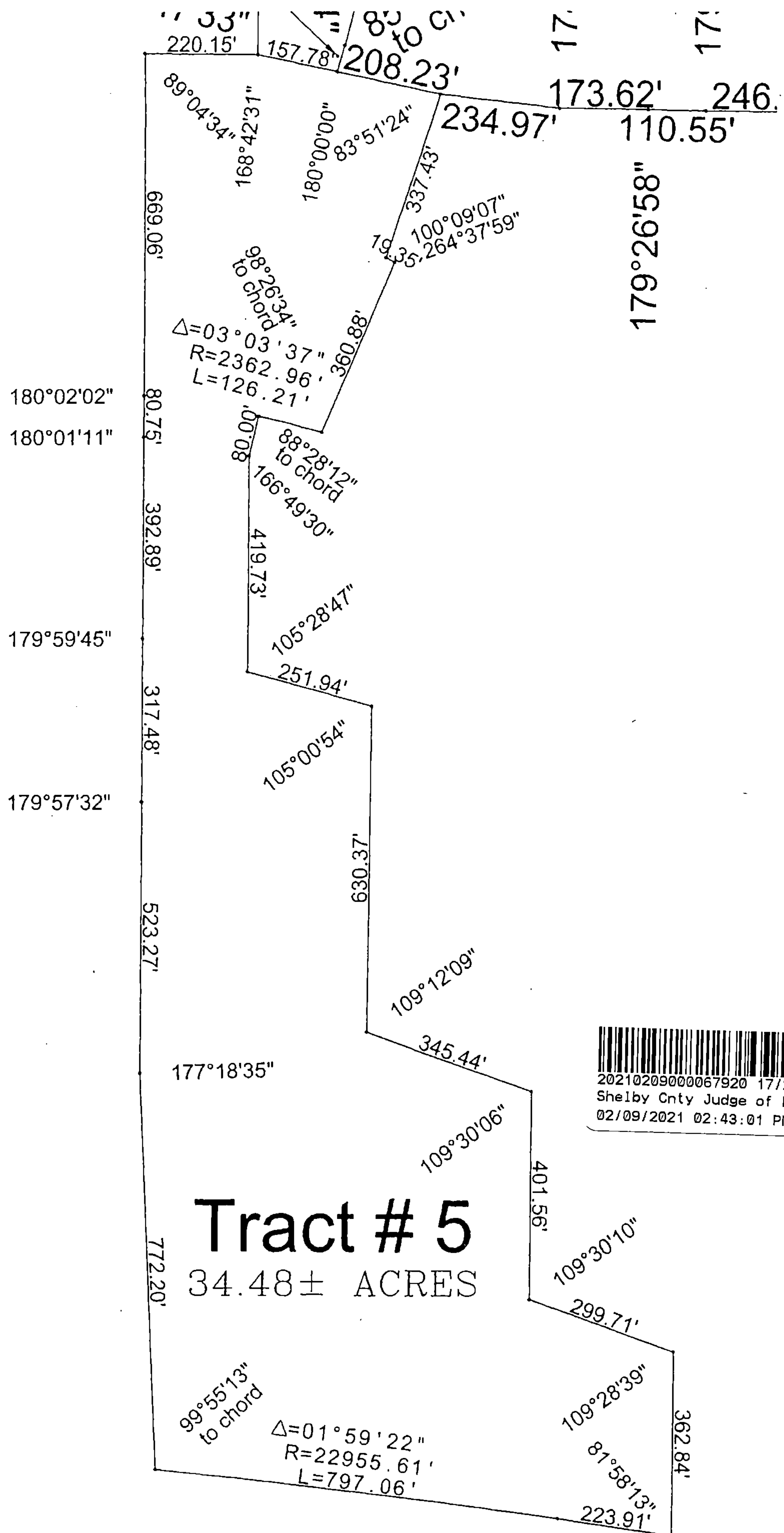
Pine Mountain Preserve – Tract 5

Part of the West $\frac{1}{2}$ of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing $\frac{1}{2}$ " iron rebar being the locally accepted Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, run in a Northerly direction along the accepted West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 660.99 feet to an existing axel; thence turn an angle to the right of $2^{\circ} 41' 25''$ and run in a Northerly direction for a distance of 523.27 feet to an existing $\frac{1}{2}$ " iron rebar; thence turn an angle to the left of $0^{\circ} 2' 28''$ and run in a Northerly direction for a distance of 317.48 feet; thence turn an angle to the left of $0^{\circ} 00' 15''$ and run in a Northerly direction for a distance of 392.89 feet; thence turn an angle to the right of $0^{\circ} 1' 11''$ and run in a Northerly direction across Old Highway # 280 for a distance of 80.75 feet; thence turn an angle to the right of $0^{\circ} 2' 2''$ and run in a Northerly direction for a distance of 669.06 feet; thence turn an angle to the right of $90^{\circ} 55' 26''$ and run in an Easterly direction for a distance of 220.15 feet; thence turn an angle to the right of $11^{\circ} 17' 29''$ and run in a Southeasterly direction for a distance of 366.01 feet; thence turn an angle to the right of $96^{\circ} 08' 36''$ and run in a Southwesterly direction for a distance of 337.43 feet; thence turn an angle to the left of $79^{\circ} 50' 53''$ and run in a Southeasterly direction for a distance of 19.35 feet; thence turn an angle to the right of $84^{\circ} 37' 59''$ and run in a Southwesterly direction for a distance of 360.88 feet to a point on a curve, said curve being the Northerly right-of-way line of Old Highway # 280 and being concave in a Southwesterly direction and having a central angle of $3^{\circ} 3' 37''$ and a radius of 2362.96 feet; thence turn an angle to the right ($81^{\circ} 33' 26''$ to the chord of said curve) and run in a Northwesterly direction along the arc of said curve and along the North right-of-way line of said Old Highway # 280 for a distance of 126.21 feet; thence turn an angle to the left ($91^{\circ} 31' 48''$ from the chord of last mentioned curve) and run in a Southwesterly direction across Old Highway # 280 for a distance of 80.0 feet to a point on the South right-of-way line of said Old Highway # 280; thence turn an angle to the left of $13^{\circ} 10' 30''$ and run in a Southerly direction for a distance of 419.73 feet; thence turn an angle to the left of $74^{\circ} 31' 13''$ and run in a Southeasterly direction for a distance of 251.94 feet; thence turn an angle to the right of $74^{\circ} 59' 06''$ and run in a Southerly direction for a distance of 630.37 feet; thence turn an angle to the left of $70^{\circ} 47' 51''$ and run in a Southeasterly direction for a distance of 345.44 feet; thence turn an angle to the right of $70^{\circ} 29' 54''$ and run in a Southerly direction for a distance of 401.56 feet; thence turn an angle to the left of $70^{\circ} 29' 50''$ and run in a Southeasterly direction for a distance of 299.71 feet; thence turn an angle to the right of $70^{\circ} 31' 21''$ and run in a Southerly direction for a distance of 362.84 feet to a point on the North right-of-way line of New U.S. Highway 280; thence turn an angle to the right of $98^{\circ} 01' 47''$ and run in a Northwesterly direction along said North right-of-way line of U.S. Highway 280 for a distance of 223.91 feet to the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of $1^{\circ} 59' 22''$ and a radius of 22,955.61 feet; thence turn an angle to the left and run in a Northwesterly direction along the arc of said curve for a distance of 797.06 feet; thence turn an angle to the right ($80^{\circ} 04' 47''$ from the chord of last mentioned curve) and run in a Northerly direction for a distance of 91.21 feet, more or less, to the point of beginning. Less and except an 80 foot right-of-way for Old Highway # 280. All containing 34.1 acres, more or less.



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Pine Mountain Preserve – Tract 6

Part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, part of the South $\frac{1}{2}$ of Section 18, part of Section 19, part of the West $\frac{1}{4}$ of Section 20 and part of the North $\frac{1}{4}$ of Section 30, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 19 South, Range 1 East, Shelby County, Alabama, and run in a Southerly direction along the West line of said Section for a distance of 1289.96 feet to the point of beginning; thence turn an angle to the left of $125^{\circ} 01' 50''$ and run in a Northeasterly direction for a distance of 6250.32 feet; thence turn an angle to the right of $120^{\circ} 03' 43''$ and run in a Southeasterly direction for 3820.34 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of $8^{\circ} 3' 58''$ and a radius of 4658.80 feet; thence turn an angle to the right ($44^{\circ} 47' 53''$ to the chord of said curve) and run in a Southwesterly direction along the arc of said curve for a distance of 655.86 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 610.40 feet to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of $27^{\circ} 51' 25''$ and a radius of 1096.76 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 533.24 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1938.09 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of $49^{\circ} 02' 18''$ and a radius of 1200.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1027.06 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 761.05 feet; thence turn an angle to the right of $85^{\circ} 16' 46''$ and run in a Northwesterly direction for a distance of 157.78 feet; thence turn an angle to the right of $78^{\circ} 30' 04''$ and run in a Northerly direction for a distance of 1402.74 feet; thence turn an angle to the left of $0^{\circ} 23' 47''$ and run in a Northerly direction for a distance of 881.08 feet; thence turn an angle to the left of $0^{\circ} 1' 34''$ and run in a Northerly direction for a distance of 105.02 feet; thence turn an angle to the left of $0^{\circ} 3' 55''$ and run in a Northerly direction for a distance of 350.30 feet; thence turn an angle to the left of $93^{\circ} 34' 29''$ and run in a Southwesterly direction for a distance of 1519.79 feet; thence turn an angle to the right of $94^{\circ} 21' 37''$ and run in a Northerly direction for a distance of 1321.79 feet, more or less, to the point of beginning. Containing 443.33 acres, more or less.



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Pine Mountain Preserve – Tract 12

Part of Section 17, part of the East 1/4 of Section 18 and part of the Northwest 1/4 of Section 20, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama, run in an Westerly direction along the North line of said Section 18 for a distance of 374.67 feet; thence turn an angle to the left of 93° 28' 38" and run in a Southerly direction for a distance of 1193.02 feet; thence turn an angle to the right of 61° 19' 07" and run in a Southwesterly direction for a distance of 347.39 feet; thence turn an angle to the left of 9° 15' 21" and run in a Southwesterly direction for a distance of 2755.12 feet; thence turn an angle to the left of 46° 56' 21" and run in a Southerly direction for a distance of 686.01 feet; thence turn an angle to the left of 35° 12' 39" and run in a Southeasterly direction for a distance of 605.40 feet; thence turn an angle to the left of 90° and run in a Northeasterly direction for a distance of 2585.21 feet to the point of beginning; thence turn an angle to the left of 59° 56' 17" and run in a Northwesterly direction for a distance of 262.95 feet; thence turn an angle to the right of 67° 56' 14" and run in a Northeasterly direction for a distance of 2912.17 feet; thence turn an angle to the right of 85° 42' and run in a Southeasterly direction for a distance of 444.51 feet; thence turn an angle to the left of 90° and run in a Northeasterly direction for a distance of 162.81 feet to a point of beginning of a curve, said curve being concave in a Northwesterly direction and having a central angle of 12° 11' 34" and a radius of 1000.00 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 212.80 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 451.24 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of 45° 51' 13" and a radius of 700.00 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction along the arc of said curve for a distance of 560.21 feet to the point of ending of said curve; thence run in an Easterly direction along the line tangent to the end of said curve for a distance of 463.54 feet to a point on a curve, said curve being concave in an Easterly direction and having a central angle of 18° 58' 45" and a radius of 800.00 feet; thence turn an angle to the right (80° 30' 37" to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 265.0 feet to the point of ending of said curve; thence run in a Southeasterly direction along the line tangent to the end of said curve for a distance of 156.04 feet to the point of beginning of a new curve, said latest curve being concave in a Northeasterly direction and having a central angle of 16° 01' 05" and a radius of 800.00 feet; thence turn an angle to the left and run in a Southeasterly direction along the arc of said curve for a distance of 223.65 feet to the point of ending of said curve; thence run in a Southeasterly direction along the line tangent to the end of said curve for a distance of 306.80 feet to the point of beginning of a new curve, said new curve being concave in a Westerly direction and having a central angle of 31° 31' 25" and a radius of 400.00 feet; thence turn an angle to the right and run in a Southeasterly and Southerly direction along the arc of said curve for a distance of 220.08 feet to the point of ending of said curve; thence continue in a Southerly direction along the line tangent to the end of said curve for a distance of 178.35 feet to the point of beginning of another curve, said new curve being concave in a Northeasterly direction and having a central angle of 24° 36' 29" and a radius of 300.00 feet; thence turn an angle to the left and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 128.85 feet to the point of ending of said curve; thence continue in a Southeasterly direction along the line tangent to the end of said curve for a distance of 188.90 feet to the point of beginning of another curve, said latest curve being concave in a Southwesterly direction and having a central angle of 27° 39' 08" and a radius of 300.00 feet; thence turn an angle to the right and run in a Southeasterly and Southerly direction along the arc of said curve for a distance of 144.79 feet to the point of ending of said curve; thence continue in a Southerly direction along the line tangent to the end of said curve for a distance of 61.53 feet to the point of beginning of another curve, said latest curve being concave in an Easterly direction and having a central angle of 27° 16' 49" and a radius of 300.00 feet; thence turn an angle to the left and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 142.84 feet to the point of ending of said curve; thence continue in a Southeasterly direction along the line tangent to the end of said curve for a distance of 93.60 feet; thence turn an angle to the right of 90° and run in a Southwesterly direction for a distance of 1945.31 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 22° 01' 51" and a radius of 3000.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1153.53 feet to a point of reverse curve, said latest curve being concave in a Northwesterly direction and having a central angle of 18° 24' 26" and a radius of 3000.00 feet; thence turn an angle to the right and run in a southwesterly direction along the arc of said curve for a distance of 963.79 feet to another point of reverse curve, said newest curve being concave in a Southeasterly direction and having a central angle of 39° 40' 20" and a radius of 1495.55 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1035.54 feet to another point of reverse curve, said newest curve being concave in a Northwesterly direction and having a central angle of 23° 51' 40" and a radius of 2265.19 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 943.35 feet; thence turn an angle to the right (130° 30' 28" from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 3820.34 feet, more or less, to the point of beginning. Containing 316.18 acres, more or less.

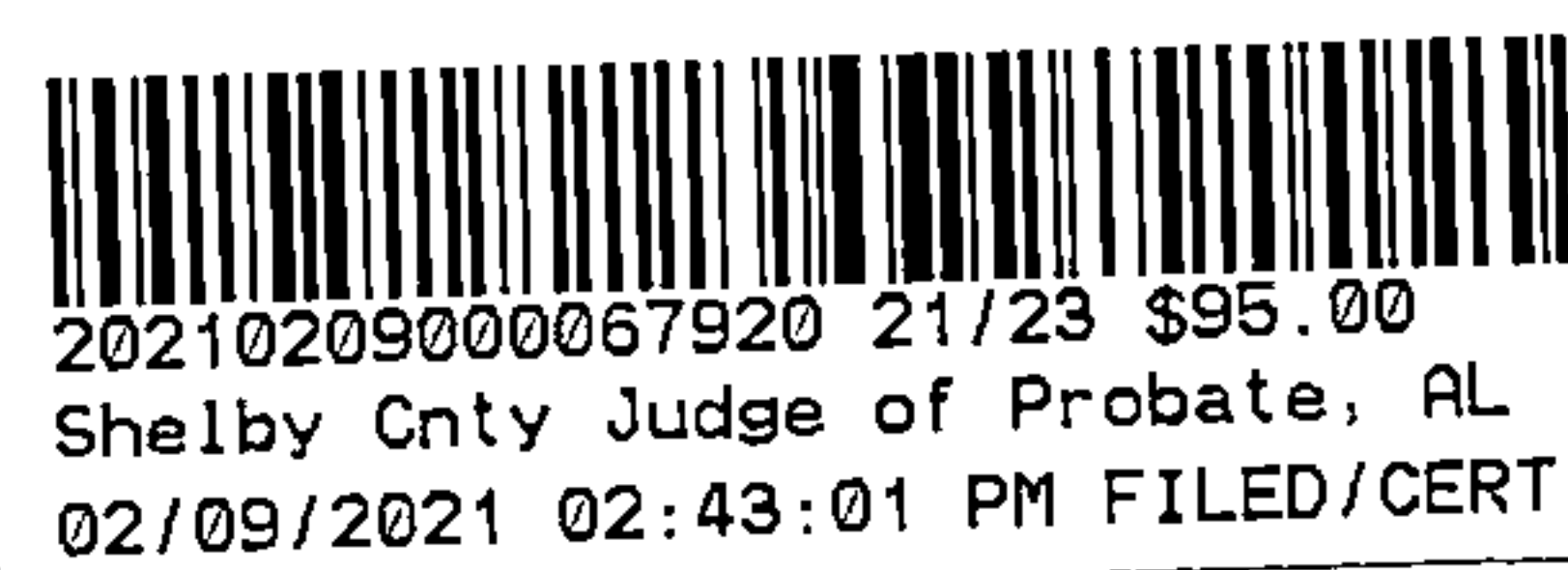


EXHIBIT B

PINE TRAIL TRACTS

PINE MOUNTAIN TRAIL COMMUNITY

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA. BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA THENCE RUN SOUTH 89 DEGREES 47 MINUTES 00 SECONDS WEST FOR 63.82 FEET; THENCE RUN SOUTH 65 DEGREES 48 MINUTES 02 SECONDS WEST FOR 337.70 FEET; THENCE RUN SOUTH 52 DEGREES 16 MINUTES 22 SECONDS WEST FOR 290.56 FEET; THENCE RUN SOUTH 40 DEGREES 26 MINUTES 18 SECONDS WEST FOR 245.25 FEET; THENCE RUN SOUTH 55 DEGREES 02 MINUTES 15 SECONDS WEST FOR 181.61 FEET; THENCE RUN SOUTH 62 DEGREES 23 MINUTES 15 SECONDS WEST FOR 121.50 FEET; THENCE RUN SOUTH 70 DEGREES 05 MINUTES 45 SECONDS WEST FOR 199.18 FEET; THENCE RUN SOUTH 59 DEGREES 27 MINUTES 05 SECONDS WEST FOR 193.03 FEET; THENCE RUN SOUTH 56 DEGREES 54 MINUTES 25 SECONDS WEST FOR 177.53 FEET; THENCE RUN NORTH 40 DEGREES 10 MINUTES 28 SECONDS WEST FOR 740.72 FEET; THENCE RUN NORTH 16 DEGREES 58 MINUTES 37 SECONDS EAST FOR 104.66 FEET; THENCE RUN NORTH 31 DEGREES 35 MINUTES 52 SECONDS WEST FOR 76.78 FEET TO A POINT IN THE CENTER OF LITTLE CREEK; THENCE RUN ALONG SAID CREEK THE FOLLOWING COURSES NORTH 71 DEGREES 54 MINUTES 16 SECONDS WEST FOR 22.57 FEET; SOUTH 57 DEGREES 02 MINUTES 24 SECONDS WEST FOR 44.89 FEET; SOUTH 77 DEGREES 00 MINUTES 59 SECONDS WEST FOR 34.71 FEET; NORTH 65 DEGREES 04 MINUTES 57 SECONDS WEST FOR 86.64 FEET; NORTH 76 DEGREES 12 MINUTES 44 SECONDS WEST FOR 31.14 FEET; NORTH 16 DEGREES 31 MINUTES 41 SECONDS WEST FOR 35.51 FEET; NORTH 05 DEGREES 05 MINUTES 22 SECONDS EAST FOR 78.33 FEET; NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST FOR 76.72 FEET; NORTH 06 DEGREES 22 MINUTES 34 SECONDS WEST FOR 72.21 FEET; NORTH 20 DEGREES 47 MINUTES 44 SECONDS WEST FOR 175.74 FEET; NORTH 00 DEGREES 28 MINUTES 28 SECONDS EAST FOR 54.30 FEET; NORTH 42 DEGREES 18 MINUTES 14 SECONDS WEST FOR 93.87 FEET; THENCE LEAVING SAID CREEK RUN NORTH 46 DEGREES 13 MINUTES 41 SECONDS EAST FOR 38.74 FEET TO A POINT ON THE WATER'S EDGE OF HARGIS LAKE; THENCE RUN ALONG SAID WATER'S EDGE THE FOLLOWING DESCRIBED COURSES: NORTH 16 DEGREES 21 MINUTES 49 SECONDS WEST FOR 78.86 FEET; NORTH 09 DEGREES 04 MINUTES 02 SECONDS WEST FOR 88.70 FEET; NORTH 04 DEGREES 00 MINUTES 28 SECONDS WEST FOR 79.01 FEET; NORTH 23 DEGREES 24 MINUTES 46 SECONDS EAST FOR 108.24 FEET; NORTH 42 DEGREES 19 MINUTES 32 SECONDS EAST FOR 117.64 FEET; NORTH 56 DEGREES 04 MINUTES 35 SECONDS EAST FOR 120.99 FEET; NORTH 42 DEGREES 24 MINUTES 09 SECONDS EAST FOR 106.58 FEET; NORTH 21 DEGREES 15 MINUTES 44 SECONDS EAST FOR 52.27 FEET; NORTH 54 DEGREES 50 MINUTES 02 SECONDS EAST FOR 80.34 FEET; NORTH 61 DEGREES 31 MINUTES 42 SECONDS EAST FOR 28.72 FEET; NORTH 61 DEGREES 57 MINUTES 07 SECONDS EAST FOR 207.51 FEET; NORTH 34 DEGREES 42 MINUTES 59 SECONDS EAST FOR 189.15 FEET; NORTH 63 DEGREES 20 MINUTES 32 SECONDS EAST FOR 115.09 FEET; NORTH 19 DEGREES 59 MINUTES 08 SECONDS EAST FOR 45.34 FEET; NORTH 06 DEGREES 12 MINUTES 53 SECONDS WEST FOR 37.01 FEET; NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST FOR 20.00 FEET TO THE END OF SAID WATER'S EDGE; THENCE RUN NORTH 56 DEGREES 06 MINUTES 12 SECONDS EAST FOR 438.87 FEET; THENCE RUN NORTH 89 DEGREES 17 MINUTES 37 SECONDS EAST FOR 155.71 FEET; THENCE RUN NORTH 31 DEGREES 45 MINUTES 34 SECONDS EAST FOR 523.96 FEET; THENCE RUN NORTH 61 DEGREES 42 MINUTES 19 SECONDS EAST FOR 496.83 FEET; THENCE RUN NORTH 54 DEGREES 36 MINUTES 08 SECONDS EAST FOR 375.06 FEET; THENCE RUN SOUTH 50 DEGREES 16 MINUTES 30 SECONDS EAST FOR 130.14 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION FOR 87.35 FEET; THENCE RUN SOUTH 46 DEGREES 43 MINUTES 21 SECONDS WEST FOR 936.67 FEET; THENCE RUN SOUTH 38 DEGREES 50 MINUTES 27 SECONDS EAST FOR 564.14 FEET TO A POINT IN THE CENTER OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN ALONG PINE MOUNTAIN TRAIL THE FOLLOWING COURSES: SOUTH 44 DEGREES 58 MINUTES 31 SECONDS WEST FOR 141.15 FEET; SOUTH 43 DEGREES 19 MINUTES 31 SECONDS WEST FOR 137.94 FEET; SOUTH 46 DEGREES 51 MINUTES 45 SECONDS WEST FOR 78.64 FEET; SOUTH 41 DEGREES 27 MINUTES 50 SECONDS WEST FOR 108.83 FEET; THENCE LEAVING SAID DRIVE RUN SOUTH 65 DEGREES 03 MINUTES 21 SECONDS EAST FOR 284.36 FEET; THENCE RUN SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST FOR 201.72 FEET; THENCE RUN SOUTH 46 DEGREES 36 MINUTES 36 SECONDS EAST FOR 158.47 FEET; THENCE RUN SOUTH 51 DEGREES 16 MINUTES 27 SECONDS EAST FOR 240.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE FOR 453.57 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 101.50 ACRES MORE OR LESS.



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EXHIBIT C

DESCRIPTION OF EASEMENT PARCEL

STATE OF ALABAMA
SHELBY COUNTY

I, Christopher M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: A 25 FOOT non-exclusive ingress and egress easement being 12.5 feet in equal width on each side of the following described line: Commence at a 1" pipe in place being the Northeast corner of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00° 43' 19" West along the East boundary of said section for a distance of 1305.87 feet to the centerline of an old road bed and the point of beginning of said easement. From this beginning point proceed South 49° 33' 39" West along the centerline of said road bed for a distance of 247.05 feet; thence proceed South 44° 20' 30" West along the centerline of said road bed for a distance of 648.36 feet; thence proceed South 06° 16' 32" West along the centerline of said road bed for a distance of 111.38 feet; thence proceed South 46° 42' 44" West along the centerline of said road bed for a distance of 170.52 feet; thence proceed South 26° 42' 55" West along the centerline of said road bed for a distance of 96.44 feet; thence proceed South 50° 02' 32" West along the centerline of said road bed for a distance of 44.66 feet; thence proceed South 58° 42' 22" West along the centerline of said road bed for a distance of 72.49 feet; thence proceed South 54° 01' 04" West along the centerline of said road bed for a distance of 181.75 feet; thence proceed South 29° 13' 01" West along the centerline of said road bed for a distance of 142.43 feet; thence proceed South 08° 26' 03" West along the centerline of said road bed for a distance of 95.27 feet; thence proceed South 29° 21' 23" West along the centerline of said road bed for a distance of 88.21 feet; thence proceed South 34° 42' 47" West along the centerline of said road bed for a distance of 179.78 feet; thence proceed South 58° 23' 45" West along the centerline of said road bed for a distance of 96.40 feet; thence proceed South 48° 48' 21" West along the centerline of said road bed for a distance of 36.15 feet; thence proceed South 36° 31' 22" West along the centerline of said road bed for a distance of 70.44 feet; thence proceed South 71° 56' 40" West along the centerline of said road bed for a distance of 101.93 feet; thence proceed South 59° 30' 05" West along the centerline of said road bed for a distance of 64.44 feet; thence proceed South 56° 07' 09" West along the centerline of said road bed for a distance of 203.51 feet; thence proceed South 43° 47' 27" West along the centerline of said road bed for a distance of 53.00 feet; thence proceed South 38° 29' 14" West along the centerline of said road bed for a distance of 62.52 feet; thence proceed South 36° 41' 11" West along the centerline of said road bed for a distance of 167.69 feet; thence proceed South 43° 53' 44" West along the centerline of said road bed for a distance of 40.89 feet; thence proceed South 51° 42' 33" West along the centerline of said road bed for a distance of 284.83 feet; thence proceed South 57° 46' 26" West along the centerline of said road bed for a distance of 164.93 feet; thence proceed South 64° 16' 06" West along the centerline of said road bed for a distance of 164.29 feet to its point of intersection with the centerline of Hargis Drive and the termination of said easement.



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Shelby Cnty Judge of Probate, AL
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