

## SHELBY RIDGE SEWER SYSTEM

STATE OF ALABAMA     )  
SHELBY COUNTY        )

### ASSIGNMENT OF RESERVED TREATMENT CAPACITY AND SANITARY SEWER SERVICE AGREEMENT

THIS ASSIGNMENT OF RESERVED TREATMENT CAPACITY AND  
SANITARY SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into as  
of the 02/16/2021 by and between:

- (i) **SHELBY RIDGE UTILITY SYSTEMS LLC**,  
a Delaware limited liability company (the “Company”) and
- (ii) **CHELSEA PARK HOLDING, LLC**,  
a Delaware limited liability company (“Assignor”) and
- (iii) **Forestar (USA) Real Estate Group, Inc.**,  
a Delaware corporation (“Subscriber”).

#### RECITALS:

**WHEREAS**, the Company owns, manages, and operates the Shelby Ridge sanitary sewer system and treatment facility (the “Plant”) which provides sanitary sewer service in and around Chelsea, Shelby County; and

**WHEREAS**, on or about March 1, 2012, the Company’s predecessor-in-interest in the Plant entered into a Sewer Service Agreement (the “SSA”) with Assignor whereby Assignor reserved treatment capacity in the Plant in the amount of 577,500 gallons per day (“gpd”), in order to reserve sanitary sewage treatment capacity for the residential sectors of the Chelsea Park development located in Chelsea, Shelby County; and

**WHEREAS**, contemporaneously herewith, Assignor is selling to Subscriber undeveloped acreage which Subscriber intends to develop into sixty-seven (67) residential lots within Chelsea Park in a section to be recorded as “Sector 13”; and such undeveloped acreage is more particularly described in EXHIBIT A attached hereto and made a part hereof (“Subscriber’s Property”); and

**WHEREAS**, subject to the terms and provisions hereof, Assignor desires to assign to Subscriber a portion of Assignor’s Reserved Treatment Capacity, calculated at 275 gpd per lot, over 67 lots, for total Assigned Capacity of **18,425 gpd** to serve Subscriber’s Property; and

**WHEREAS**, subject to the terms and provisions hereof, Subscriber desires to accept such assignment of the Assigned Capacity and assume the duties and obligations of Assignor under the SSA and hereunder with regard to the Assigned Capacity; and

**WHEREAS**, in order to utilize the Assigned Capacity, Subscriber hereby requests that the Company approve such assignment and grant permission to Subscriber to connect Subscriber's sanitary sewer Service Lines, whether one or more, to the Trunk Lines, whether one or more, for transportation of sewage to the Plant; and

**WHEREAS**, subject to the terms and provisions hereof, the Company hereby consents to the assignment of the Assigned Capacity to Subscriber, agrees to permit the connection of Subscriber's sanitary sewer service lines (the "Subscriber's Service Lines") to the Trunk Lines, and to permit Subscriber's use, operation and maintenance of said Subscriber's Service Lines as provided hereunder and under the SSA; and

**WHEREAS**, all capitalized terms not expressly defined herein shall have the meanings given to them in the SSA.

**NOW THEREFORE**, in consideration of the above Recitals and the mutual promises and agreements herein contained; Assignor, Subscriber, and Company hereby agree as follows:

**1. ASSIGNMENT**

Subject to the terms and provisions hereof and of the SSA, Assignor does hereby transfer, assign, sell, convey, set-over and deliver to Subscriber the Assigned Capacity to serve Subscriber's Property.

**2. ASSUMPTION OF OBLIGATIONS**

Subscriber does hereby accept the foregoing assignment from Assignor of the Assigned Capacity. Subscriber hereby assumes any and all obligations, liabilities and duties of Assignor with regard to the Assigned Capacity and agrees to comply with the terms and provisions hereof and of the SSA with respect to the Assigned Capacity.

**3. SUBSCRIBER'S PROPERTY**

Subscriber hereby subscribes to the Assigned Capacity to serve Subscriber's Property identified as below, and on Exhibit A if Company has deemed it necessary to further describe Subscriber's Property by way of a legal description or map:

Service Address					Billing Address			
Subdivision	Chelsea Park				Name	Forestar (USA) Real Estate Group, Inc.		
Lot	67 lots, TBD	Sector/Phase	Sector 13		Street	3330 Cumberland Boulevard, Suite 275		
Address					City	Atlanta		
City	Chelsea	AL	ZIP	35043	State	GA	ZIP	30339
Notes					Notes			

Subscriber is wholly responsible for construction of sanitary sewer lines on Subscriber's Property in accordance with the sewer plans approved by the Company and released for construction of December 1, 2020. Such construction must be performed in full accordance with Company specifications and standards. Upon completion of sanitary sewer construction, passing of all quality required control tests and inspections, and submittal of documentation as required by the Company, the Company will accept ownership of sanitary sewers on Subscriber's Property. Following such acceptance, and subject to additional requirements by local authorities and other utilities, Subscriber may begin residential construction on Subscriber's Property.

#### 4. **RESERVATION FEES AND MONTHLY SEWER CHARGES**

Subscriber shall comply with and be bound by the terms and provisions hereof and of the SSA now in force, or as hereafter supplemented, amended or changed by the Company.

- (a) Pursuant to the SSA, the Treatment Capacity Reservation Fee ("Reservation Fee") is payable to the Company for each gpd of sewage treatment capacity reserved to serve Subscriber's Property at the Reservation Fee rate in effect at the time of payment.

With regard to the Reservation Fee for the Assigned Capacity (*check one of the following boxes*):

- ☐ TRANSFERRED The Reservation Fee has previously been paid to the Company with respect to the Assigned Capacity and no further Reservation Fee is payable with respect to the Assigned Capacity; or
- ☒ The Reservation Fee in effect at the time of payment shall be due and payable by Subscriber to the Company upon the execution of the Residential Sewer Service Agreement associated with each lot pursuant to this Agreement.

- (b) Subscriber shall pay the monthly sewer charge ("Monthly Sewer Charge") for Subscriber's Property at such rates, time and place as set forth in the Agreement and as may be amended from time to time as determined by the Company. The Monthly Sewer Charge will include a flat-fee Demand Charge and may include a volume-based Use Charge, depending on the rate structure in effect for the sewer system.

The current Demand Charge rate is \$81.00 per equivalent dwelling unit (EDU), where one (1) EDU equals 275 gpd of Reserved Treatment Capacity.

If applicable, the current Use Charge rate is \$N/A per 100 cubic feet ("CCF") of water metered by the water service provider (100 CCF = 748 gallons). The Use Charge varies with water consumption for each billing period.

Billing of the Monthly Sewer Charge for each individual residential lot within Sector 13 will commence beginning with the first regular billing date following the date on which the Reservation Fee for said lot is paid by Subscriber or Subscriber's designee.



- (c) Subscriber further agrees to pay such penalties, surcharges, late fees, interest, collection fees and expenses, attorney's fees, court costs and all other expenses incurred by the Company for Subscriber's noncompliance with or default under the terms and provisions hereof, or which may hereafter be adopted and imposed by the Company.
- (d) The Reservation Fees, the Monthly Sewer Charges and all aforementioned fees, costs and expenses are collectively the "Sewer Charges". Subscriber shall timely pay all sewer charges or be subject to the default provisions set forth herein below.

## 5. **DEPOSITS AND FEES**

In order to be eligible for use of the sanitary sewer services, the Company may require a security deposit in an amount to be determined by the Company and paid to the Company upon Subscriber's execution hereof to secure Subscriber's obligations hereunder. If required, the security deposit will be held by the Company, will not bear interest and will be returned to Subscriber upon termination of Subscriber's use of the Company's sewer services, Subscriber's compliance with this Agreement, and Subscriber's full payment of all Sewer Charges due to the Company. In addition, the Company may require a setup fee to be paid to the Company upon Subscriber's execution hereof to establish Subscriber's account with the Company. If required, the amount of the setup fee will be determined by the Company and shall be nonrefundable to Subscriber.

## 6. **ADDITIONAL TERMS AND PROVISIONS**

- (a) At Subscriber's expense, the Company agrees that Subscriber may connect Subscriber's Service Line to the Company's Trunk Line and/or use the existing Service Line already connected to the Company's Trunk Line. Subscriber agrees to use, operate and maintain said Service Line, subject to the terms, provisions, and limitations hereof and as set forth in the SSA.
- (b) Subscriber hereby assumes any and all obligations, liabilities and duties as Assignor under the SSA with regard to the Assigned Capacity and the Service Line, and agrees to comply with the terms and provisions hereof and of the SSA with respect to the Assigned Capacity and the Service Line.
- (c) Subject to Subscriber's primary responsibility to maintain and repair Subscriber's Service Line, Subscriber grants to the Company, and its successor and assigns, a permanent and perpetual easement over, under, upon and throughout Subscriber's Property for the purpose of using, operating, repairing, and maintaining Subscriber's Service Line, for disconnecting Subscriber's Service Line at the building or dwelling within Subscriber's Property, for removing Subscriber's Service Line and appurtenant facilities, for metering sewage, and for ingress to and egress from Subscriber's Property and the Service Line situated therein. The location and use of such easement shall be determined by the Company's Engineer, in his sole discretion.
- (d) Subscriber shall install, use, operate and maintain at Subscriber's expense its Service Line which shall begin at the Company's Trunk Line and extend to the building or dwelling within Subscriber's Property.

- (e) Pursuant to the SSA, the Company shall have final authority and approval of location, method and type of Service Line to be connected to the Company's Trunk Line.
- (f) Subscriber agrees that no type or volume of sewage will be discharged into the Company's Trunk Line except as specifically identified by Subscriber herein or as provided in the SSA.
- (g) The Reservation Fee is based upon an estimated daily volume of sewage to be received into the Company's Trunk Line from the Subscriber's Service Line. The Company reserves the right, at the Company's option, to meter the actual volume of sewage generated by Subscriber. In the event the actual volume is greater than the volume originally estimated, the Company may charge additional Reservation Fees and Monthly Sewer Charge based upon the actual volume. Subscriber shall not allow any volume of sewage to enter the Company's Trunk Line in excess of the amount of Subscriber's Capacity.
- (h) Subscriber may not re-assign Subscriber's Capacity and shall remain fully liable therefor until such time as the successor or Subscriber of Subscriber's Capacity has executed a sewer service agreement in substantially the same form and substance as this Agreement and all Sewer Charges for Subscriber's Capacity have been paid in full. Subscriber shall not be entitled to a refund of any portion of the Sewer Charges previously paid to the Company.
- (i) If not previously installed within Subscriber's Property and unless otherwise waived by the Company if Subscriber's Property is already connected to the Company's Trunk Line, Subscriber hereby agrees to install at its expense, or to allow the Company to install at Subscriber's expense, a lockable valve on Subscriber's water service line ("Water Lock-out Valve"). For purposes of the Water Lock-Out Valve installed within Subscriber's Property, Subscriber hereby grants to the Company a permanent and perpetual, non-exclusive easement, over, under, upon and through Subscriber's Property, for the purpose of allowing the Company to use, operate, repair, maintain and replace the Water Lock-out Valve on Subscriber's Property. Subscriber acknowledges and agrees that the intent and purpose of such Water Lock-out Valve is: (i) to allow the Company to discontinue sewer service to Subscriber in the event Subscriber fails or refuses to timely pay any Sewer Charges, (ii) to discontinue sewer service to Subscriber when the volume or content of any water, sewage or other effluent discharged into the Company's Trunk Line is not in compliance with this Agreement, and (iii) to allow the Company to discontinue sewer service to Subscriber in the event Subscriber breaches any of its other obligations or commitments under the SSA or hereunder.
- (j) This Agreement shall run with title to Subscriber's Property, be binding upon Subscriber, its successors and assigns forever, and on any other person or entity who owns Subscriber's Property or any portion thereof or has an interest therein or who is in possession of same or any part thereof.

## 7. **MAINTENANCE AND REPAIR OF THE SERVICE LINE AND RELATED EQUIPMENT**

The Service Line extends from its connection to the Company's Main Line in the right of way to the building or dwelling situated within Subscriber's Property. Subscriber hereby assumes any and all obligations, liabilities and duties with regard to the Subscriber's Service Line and agrees to comply with the terms and provisions hereof and the requirements and specifications of the Company with respect to the maintenance and repair thereof. Subscriber's obligation to maintain and repair its Service Line includes the maintenance and repair of any and all equipment and appurtenances related to the operation and use of the Service Line including, but not limited to, the meter, Water Lock-out Valve, grinder pump, piping, wiring and any other equipment or appurtenances related thereto.

## 8. **DEFAULT PROVISIONS**

In the event Subscriber should default in (i) the payment of any Sewer Charges or any other fee, charge, cost or expense for which Subscriber is responsible hereunder or under the SSA, or (ii) Subscriber should default in the volume or type of sewage allowed to be discharged into its Service Line, the Company, in the Company's sole discretion, may exercise any, all or any combination of the following remedies:

- (a) the Company may impose any or all of the following **fees and charges**: late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company for Subscriber's noncompliance with or default under the terms and provisions hereof or of the SSA; and/or
- (b) the Company may **disconnect the Service Line** from the building or dwelling within Subscriber's Property for Subscriber's failure to pay any Sewer Charges or other sums due and payable to the Company, or if Subscriber violates any of the terms or provisions hereof or of the SSA; and/or
- (c) the Company may **shut off and lock the Water Lock-out Valve** on Subscriber's Property for Subscriber's failure to pay any Sewer Charges or other sums due and payable to the Company, or if Subscriber violates any of the terms or provisions hereof or of the SSA; and/or
- (d) the Company shall be and hereby is authorized and entitled to execute any and all agreements, documents, and instruments for the **disconnection of domestic water service** serving Subscriber's Property. Subscriber, by connecting and using the Service Line, shall be deemed to, does hereby, irrevocably appoint the Company as its respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, and swearing to any and all instruments, certificates, documents, and agreements relating to the disconnection of domestic water service to Subscriber's Property for and in the name of Subscriber and in Subscriber's name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive Subscriber and be binding on Subscriber and Subscriber's heirs, executors, administrators, personal representatives, successors and assigns and anyone having any interest in Subscriber's Property, or any portion thereof; and/or



- (e) the Company may commence and maintain **a lawsuit against Subscriber** to enforce this Agreement and the SSA and any such judgment rendered shall include all Sewer Charges payable to the Company along with all late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company; and/or
- (f) Subscriber, and its successors and assigns, grants and conveys to the Company an equitable and continuing lien upon Subscriber's Property, and upon any and all interests therein, which said lien shall run with the land and the title to Subscriber's Property and any portion thereof. The Company shall have the right to **file such lien against Subscriber's Property** in the Probate Office of Shelby County, Alabama in a form adopted and approved by the Company. Said lien shall secure the prompt payment of all Sewer Charges, late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company.

## 9. **DISCONNECTION AND RECONNECTION**

In the event of Default and Subscriber's Service Line is disconnected or the Water Lock-out Valve is shut off, all costs of disconnection and reconnection of the Service Line or shut off and turn on of the Water Lock-out Valve, and any applicable security deposits and account fees, are and shall be Subscriber's sole responsibility. Additionally, Monthly Sewer Charges, late charges, interest, collection fees and expenses, and attorney fees shall continue to accrue. Reconnection or Water Lock-out Valve turn on may not occur until the following business day after Subscriber's sewer account balance has been paid in full and cleared. After disconnection of the Service Line or shut off of the Water Lock-out Valve, any tampering with sewer equipment, facilities and appurtenances used to block the use of the sewer is a criminal offense under Alabama Law with severe consequences.

Costs to disconnect/reconnect the service line are estimated to be in excess of \$2,500. Individual circumstances regarding the location of Subscriber's Service Line connection may dictate higher costs than the estimated cost stated above. Costs to repair any disturbance in the public right of way (i.e., driveways, sidewalks, curbing, landscaping, etc.) shall be Subscriber's responsibility.

## 10. **RELEASE FROM LIABILITY**

Subscriber, for itself and its successors and assigns, hereby irrevocably waives, releases and acquits the Company and its contractors, subcontractors, agents, employees, officers, directors, shareholders, partners, parent company, subsidiaries, related entities, successors and assigns (the "Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, losses and any and all other expenses of any kind or nature whatsoever arising prior to or on the date hereof which Subscriber ever had, now has or which Subscriber hereafter can, shall or may have against any of the Released Parties in any way arising out of or related to the disconnection or reconnection of the Service Line, the shut off or turn on of the Water Lock-out Valve, or any other action taken or remedy exercised by any of the Released Parties.

11. **MISCELLANEOUS:**

- (a) **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and the successors and assigns of the parties.
- (b) **GOVERNING LAW.** This Agreement and the rights of the parties hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama. The parties agree that the state courts sitting in Shelby County, Alabama shall be the exclusive forum for litigation arising from this Agreement.
- (c) **RIGHT TO RECORD.** This Agreement may be recorded by the Company in the Probate Office of Shelby County, Alabama.
- (d) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts (and by facsimile/electronic signature pages), all of which taken together shall constitute the original hereof. When counterparts have been executed by and delivered to all parties hereto, or their counsel, they shall have the same effect and if the signatures were all on the same copy hereof.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, Assignor, Subscriber, and the Company have executed this Agreement as of the day and year first above written.

**COMPANY:** SHELBY RIDGE UTILITY SYSTEMS LLC,  
a Delaware limited liability company

By: Craig Sorensen

9F70232647E2C73DF36F5C30364E3777 contractworks.

Name: Craig Sorensen

Title: President Date: 02/16/2021

**ASSIGNOR:** CHELSEA PARK HOLDING, LLC,  
a Delaware limited liability company

By: Doug Eddleman

41F9CE005EB3BFD3445E656F095D406B contractworks.

Name: Doug Eddleman

Title (if applicable): Managing Member Date: 01/18/2021

**SUBSCRIBER:** FORESTAR (USA) REAL ESTATE GROUP,  
INC.,  
a Delaware corporation

By: Eric Masaschi

DFF6EF12C87F54182BFB36271B3AF5A8 contractworks.

Name: Eric Masaschi

Title (if applicable): Vice President Date: 02/15/2021

**20210408000177870 04/08/2021 03:51:35 PM ASSIGN 10/11**  
**EXHIBIT A**  
**SUBSCRIBER'S PROPERTY**

Chelsea Park, Sector 13  
67 Residential Lots  
Chelsea, Shelby County, AL

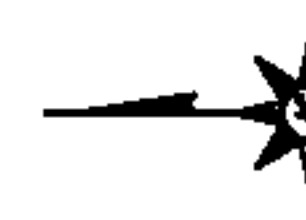
*See map on following page*

THE PURPOSE OF THIS PRELIMINARY PLAT  
IS TO SUBDIVIDE 19.03 ACRES INTO 67  
SINGLE FAMILY RESIDENTIAL LOTS  
AND ROAD RIGHT OF WAY.

CONTOURS SHOWN ON THIS PLAT ARE  
A COMPOSITE OF THE FINISHED GRADE  
CONTOURS WITHIN THE DISTURBED AREA AND  
EXISTING CONTOURS OUTSIDE THE DISTURBED  
AREA.

LINE TABLE	DESCRIPTION
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GRAPHIC SCALE  
1 inch = 60 ft.  
(SEE INDEX)



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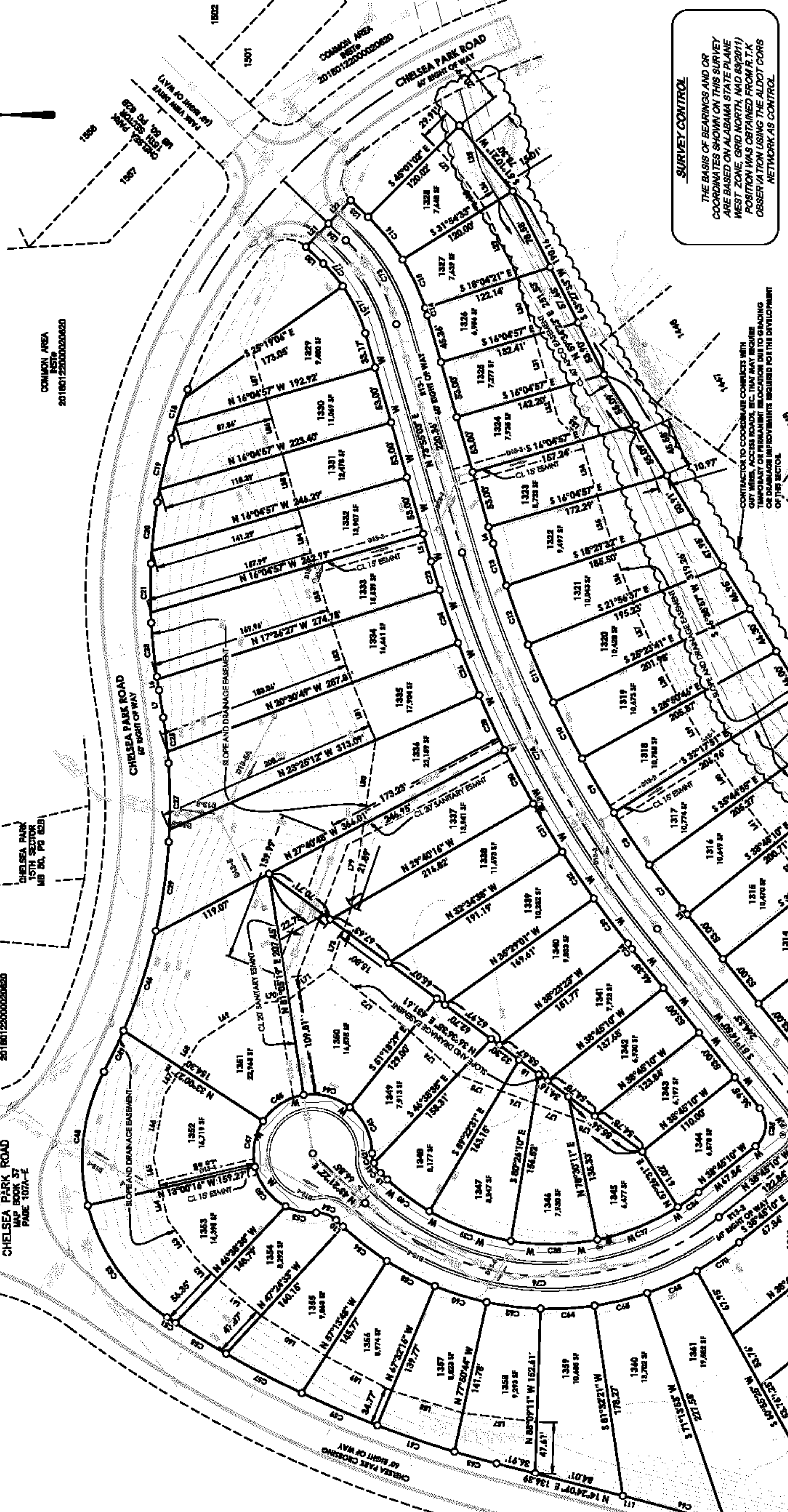
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LOT	AREA	PERMITS	REMARKS
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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/08/2021 03:51:35 PM  
\$52.00 CHERRY  
20210408000177870

LOT	AREA	PERMITS	REMARKS
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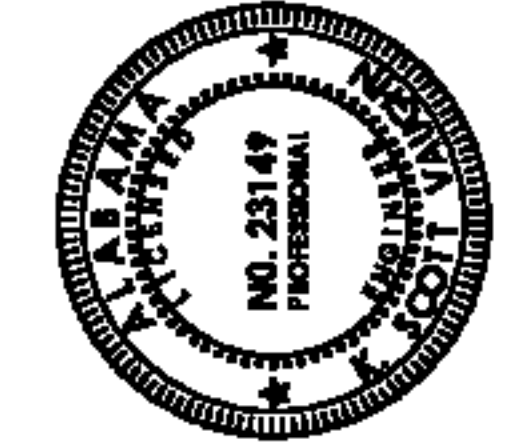
CHERRY  
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PREPARED FOR:  
**FORESTAR (USA)  
REAL ESTATE GROUP, INC.**  
3330 CUMBERLAND BLVD  
ATLANTA, GEORGIA 30339  
(770) 272-7760

**ARRINGTON ENGINEERING**  
Civil Engineers - Surveyors - Land Planners  
Office: 205-988-8888  
Fax: 205-988-8889  
www.arrington-engineering.com  
AL 23944

NO	DATE	DESCRIPTION

SHEET 3 OF 16  
PRELIMINARY PLAT  
A SINGLE FAMILY RESIDENTIAL SUBDIVISION  
**CHELSEA PARK**  
13th SECTOR  
AN EDLEMAN COMMUNITY  
DATE: 9/1/2020



DATE

K. SCOTT VAUGHN PE AL REG. NO. 23149

NOTES:  
MINIMUM SETBACKS ARE AS NOTED ON THE PLAT.  
ALL BUILDINGS ON THE PLAT ARE NOT PERMITTED TO BE LOCATED WITHIN THE SETBACK AREAS.  
CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING BUILDING SETBACKS TO THE CITY OF CHESAPEAKE.  
NO BUILDING SETBACKS OF ANY PARCEL SHOWN HEREON SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE CITY OF CHESAPEAKE PLANNING COMMISSION.  
CITY OF CHESAPEAKE IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY BUILDING OR STRUCTURE SHOWN ON THIS PLAT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.  
NO BUILDINGS SHALL HAVE A BUILDING FOOTPRINT LARGER THAN TWO (2) TIMES THE AREA OF ANY ADJACENT PUBLIC RIGHT-OF-WAY.  
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SHREVE COUNTY & CITY OF CHESAPEAKE ORDINANCES.  
NO BUILDING, AUTOMATIC STRUCTURES, LANDSCAPING OR CHANGES IN TOPOGRAPHY WHICH AFFECTS THE FLOOD PLAIN OR WATER ON OUTSIDE ADJACENT PROPERTY SHALL BE PERMITTED.  
NO DRIVEWAYS WILL BE PERMITTED TO CROSS CHESAPEAKE PARK ROAD AND/OR CHESAPEAKE PARK CROSSING.

**SURVEY CONTROL**  
THE BASIS OF BEARINGS AND OR COORDINATES FOR THIS PLAT ARE BASED ON ALABAMA STATE PLANE POSITION HAS OBTAINED FROM R.T.K. OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.

**ZONING**  
FMD  
CHESAPEAKE, ALABAMA  
FRONT: 15'  
SIDE: 5'  
REAR: 10'