

STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY     )

**EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 10<sup>th</sup> day of August, 2022 by and among **BLACKRIDGE RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (the "Association"), **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Blackridge Partners"), **BLACKRIDGE PARTNERS II, LLC**, an Alabama limited liability company ("Developer"), **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation ("Clayton"), and **BLACKRIDGE 52 RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation ("Blackridge 52 Association").

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

Developer is the fee simple owner of that certain real property (the "Developer Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference.

Clayton is the fee simple owner of that certain real property (the "Clayton Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference.

Contemporaneously herewith, Developer and Clayton have entered into the Blackridge 52 Declaration of Covenants, Conditions and Restrictions dated as of the date hereof (the "Blackridge 52 Declaration") which has been recorded contemporaneously herewith in the Office of the Judge of Probate of Shelby County, Alabama and have subjected the Developer Property and the Clayton Property to all of the terms and provisions of the Blackridge 52 Declaration. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Blackridge 52 Declaration.*

Blackridge 52 Association is the homeowners' association created under the Blackridge 52 Declaration.

Blackridge Partners has heretofore entered into the Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated as of December 4, 2017 which has been recorded as Instrument 20171204000433480 in the Office of the Judge of Probate of Shelby County, Alabama (as the same has been and may be amended from time to time, collectively, the "Blackridge Declaration").

The Blackridge Association is the homeowners' association created under the terms and provisions of the Blackridge Declaration.

Pursuant to the terms and provisions of the Blackridge Declaration, the roads and streets within the real property subject to the Blackridge Declaration (collectively, the "Blackridge Property") are private roadways containing guard buildings, access gates, access control devices and similar devices and equipment (collectively, the "Private Roads") which limit and restrict access to the Blackridge Property, and are owned by Developer and the Blackridge Association and constitute "Common Areas" under the Blackridge Declaration.

Blackridge Partners and the Blackridge Association (collectively, the "Grantor Parties") desire to establish and grant to Developer, Clayton and Luxury Lake and their respective successors and assigns, including, specifically, all Owners and Occupants of the Lots or Buildings within the Developer Property, the Clayton Property and any Additional Property added to the Blackridge 52 Declaration (collectively, the "Blackridge 52 Property") and their successors and assigns (collectively, the "Grantee Parties"), a non-exclusive easement over, across, through, under and upon the Private Roadways, subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Easement Rights With Respect to Private Roads.** Subject to the terms and conditions set forth in Paragraphs 2, 3 and 4 below, the Grantor Parties do hereby grant to the Grantee Parties, all subsequent Owners and Occupants of any Lots or Buildings within the Blackridge 52 Property and their respective family members, guests and invitees, and the respective successors and assigns of all subsequent Owners of any of the Blackridge 52 Property (collectively, the "Grantee Parties"), a non-exclusive easement over, across, through and upon all of the Private Roads and access through all Limited Access Devices, as hereinafter defined, situated within the Blackridge Property for the purposes of providing vehicular and pedestrian travel and transportation to and from the Blackridge 52 Property.

2. **Nature of Easements.**

(a) Subject to the terms and provisions set forth in this Paragraph 2 and in Paragraphs 3 and 4 below, the easement granted pursuant to Paragraph 1 above shall be and is (i) appurtenant to and shall serve all of the Blackridge 52 Property, (ii) covenants running with the Blackridge 52 Property and (iii) binding upon and shall inure to the benefit of the Grantor Parties and the Grantee Parties. The Grantor Parties and the Grantee Parties each covenant and agree that no fences or other obstructions shall be erected or permitted on, across or upon the Private Roads; provided, however, that (1) the Grantor Parties reserve the right to control access to any portion of the Private Roadways and have previously installed guardhouses, gates and other security devices (collectively, "Limited Access Devices") at the entrances of the Blackridge Property and (2) the exercise of the easement rights granted herein to the Grantee Parties is subject to all of the terms and provisions of Paragraphs 2(b) and 2(c) below. The Grantor Parties shall provide to the Grantee Parties security clearance, including access codes or other devices necessary to provide access to all of the Private Roads through all such Limited Access Devices.



(b) All vehicular traffic utilizing any of the Private Roads shall be subject to the applicable provisions of the laws of the State of Alabama and any other city or county having jurisdiction thereof concerning the operation of motor vehicles on public or private streets. The Blackridge Association shall have the right to establish and adopt reasonable rules and regulations (the "Rules and Regulations") relating to the use of any such Private Roads, which may include establishing safety measures, speed limits and fines or other enforcement measures for violations of such rules and regulations. Any such Rules and Regulations shall be applicable to all users of the Private Roads and shall be applied on a uniform, non-discriminatory basis. All Grantee Parties, by entry onto the Private Roads, covenant and agree to at all times comply with and otherwise abide by any such Rules and Regulations. To the extent any of the Grantee Parties violate any of the Rules and Regulations or fail to pay any of the fines levied as a result of a violation of any such Rules and Regulations, then the Blackridge Association shall have the right, in its sole and absolute discretion, to deny access to any of the Grantee Parties violating such Rules and Regulations or who fail to timely pay any such fines which may be levied by the Blackridge Association.

(c) Notwithstanding anything provided to the contrary in this Agreement, no construction traffic or construction deliveries to and from the Blackridge 52 Property shall be allowed to use any of the Private Roads.

3. **Termination.** Notwithstanding anything provided in this Agreement to the contrary, all of the terms and provisions of this Agreement shall automatically terminate, be deemed null and void and of no further force or effect upon the first to occur of the following: (a) the completion of construction of a connector road providing vehicular access through a portion of the Blackridge 52 Property from Shelby County Highway 52 to South Shades Crest Road, (b) the dedication of any of the Private Roads as public roadways, (c) the failure of the Blackridge 52 Association to timely pay all Annual Road Assessments, as hereinafter defined, within sixty (60) days of invoice of the same as provided in Paragraph 4 below or (d) the mutual written agreement of the Blackridge Association and the Blackridge 52 Association. Upon the occurrence of any of the foregoing events, the Blackridge Association shall have the unilateral right, in its sole discretion, to file in the Office of the Judge of Probate of Shelby County, Alabama an instrument which terminates this Agreement.

4. **Maintenance of Private Roads and Payment of Annual Road Assessments.**

(a) The Blackridge Association agrees to maintain all of the Private Roads and Limited Access Devices in good repair and condition at all times and in accordance with all applicable governmental requirements.

(b) In consideration of the grant of the easements by the Grantor Parties to the Grantee Parties to utilize the Private Roads and gain access through the Limited Access Devices and subject to the remaining terms and provisions of this Paragraph 4, commencing on the date on which the first person (the "First Purchaser") purchases a Building which has received a certificate of occupancy (a "Completed Building") on any Lot within any of the Blackridge 52 Property, such First Purchaser and each subsequent Owner of such Lot and Building shall be

required to pay to the Blackridge Association the following (collectively, the “Annual Road Assessment”):

(i) For the 2022 calendar year, the Annual Road Assessment shall be \$300.00 for each Completed Building within the Blackridge 52 Property; and

(ii) Beginning in the 2023 calendar year and each year thereafter, the Annual Road Assessment shall be determined by the Blackridge Association by dividing the then applicable annual amount budgeted by the Blackridge Association for such applicable year for the maintenance of the Private Roads and Limited Access Devices and for the funding of any reserve funds for future maintenance, repair and replacement of the Private Roads and Limited Access Devices by the total number of Completed Buildings within both the Blackridge 52 Property and the Blackridge Property as of the date such budget is adopted by the Blackridge Association.

(c) The Annual Road Assessment for all Completed Buildings within the Blackridge 52 Property shall be billed by the Blackridge Association to the Blackridge 52 Association on an annual basis and shall be payable in advance each year no later than thirty (30) days from the date of billing. To the extent a Building within the Blackridge 52 Property becomes a Completed Building at any time after the budget for the then applicable year has been adopted by the Blackridge Association, then the Annual Road Assessment for any such Completed Building for such year shall be subject to proration on the basis of the number of months remaining in such calendar year following the date on which such Building becoming a Completed Building within the Blackridge 52 Property, which prorated portion of the Annual Road Assessment for such Completed Building shall be due and payable by the Blackridge 52 Association to the Blackridge Association within thirty (30) days from the date such Building becomes a Completed Building. The Blackridge 52 Association agrees to provide to the Blackridge Association a monthly report of any new Completed Buildings within the Blackridge 52 Property in such form as may be reasonably required by the Blackridge Association.

(d) The Annual Road Assessment shall constitute part of the Annual Assessments payable by each Owner of each Lot or Building under the Blackridge 52 Declaration and the Blackridge 52 Association shall have the right to enforce the payment of the same in accordance with the terms and provisions of the Blackridge 52 Declaration.

(e) The obligations of all Owners to pay Annual Road Assessments shall be mandatory as to all Owners and no Owner shall have the right or option to not pay any such Annual Road Assessments even if such Owner or the Occupants of such Owner's Lot or Building do not utilize the Private Roads. All Annual Road Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof.



(f) In the event the Blackridge 52 Association fails to timely pay all Annual Road Assessments and such failure continues for more than sixty (60) days following the date of invoice of the same, then (i) the unpaid amount of the Annual Road Assessments shall bear interest at the rate of eighteen percent (18%) per annum until paid in full and all costs and expenses paid or incurred by the Blackridge Association, including attorneys' fees and expenses and court costs, shall be payable on demand by the Blackridge 52 Association to the Blackridge Association and (ii) the Blackridge Association may terminate this Agreement.

5. **Default and Remedies.** Should the Blackridge 52 Association or any of the Grantee Parties fail to timely perform any of their respective obligations under this Agreement or otherwise be in breach of any of the terms, covenants or agreements set forth in this Agreement and such failure to perform or breach continues for more than thirty (30) days following written notice from the Blackridge Association, then Association shall have the right, in its sole and absolute discretion, to (a) exercise any and all rights and remedies available to the Blackridge Association at law or in equity or (b) terminate this Agreement. Any and all reasonable costs and expenses, including attorneys' fees and expenses, suffered, paid or incurred by the Blackridge Association as a result of any failure to perform or breach of this Agreement by the Blackridge 52 Association or any of the Grantee Parties shall be due and payable on demand.

6. **Miscellaneous Provisions.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of both the Blackridge Association and the Blackridge 52 Association.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) Subject to the terms and provisions of Paragraph 3 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) All notices required or permitted hereunder and all deliveries to be made by any party to the other parties shall be in writing and shall be served on all of the parties at the following addresses:

If to Blackridge Association: Blackridge Residential Association, Inc.  
3545 Market Street  
Hoover, Alabama 35226  
Attention: Jonathan Belcher  
Email: [jbelcher@e-signaturehomes.com](mailto:jbelcher@e-signaturehomes.com)

If to Blackridge 52 Association: Blackridge 52 Residential Association, Inc.  
3545 Market Street  
Hoover, Alabama 35226  
Attention: Jonathan Belcher  
Email: [jbelcher@e-signaturehomes.com](mailto:jbelcher@e-signaturehomes.com)

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

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

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

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

(k) WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH ACKNOWLEDGE AND AGREE THAT EACH DOES HEREBY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE RELATIONSHIP OF THE PARTIES ESTABLISHED BY

THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY HERETO AGREES THAT ANY OF THE OTHER PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE PARTIES HERETO IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN ANY OF THE PARTIES HERETO SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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

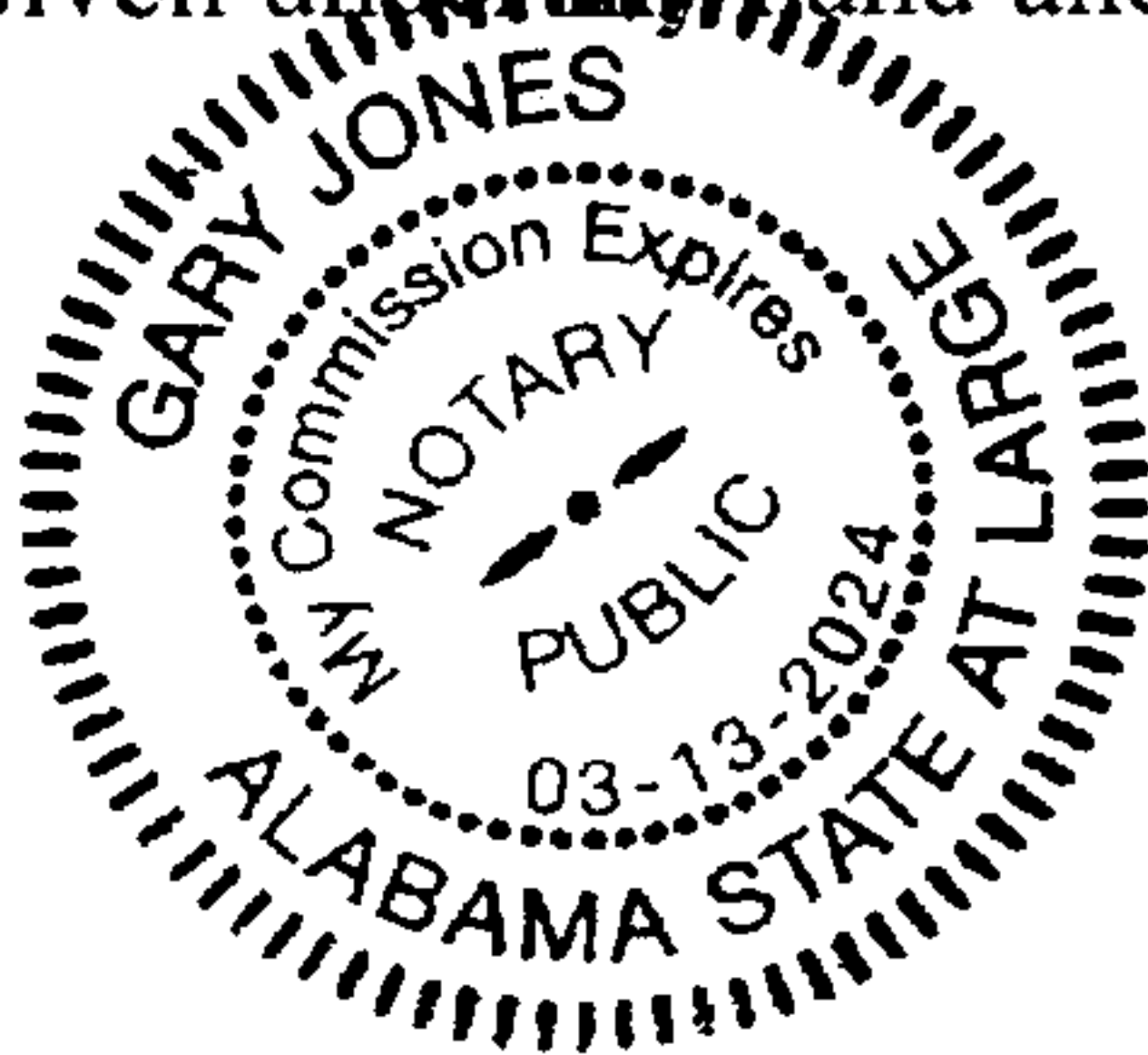
**BLACKRIDGE RESIDENTIAL  
ASSOCIATION, INC.**, an Alabama nonprofit  
corporation

By: [Signature]  
Printed Name: Scott R. Hester  
Title: Member

STATE OF ALABAMA )  
\_\_\_\_\_)  
COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott R. Hester whose name as Member of BLACKRIDGE RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_, 2022.



[Signature]  
Notary Public  
My Commission Expires: 03-13-2024



**BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company

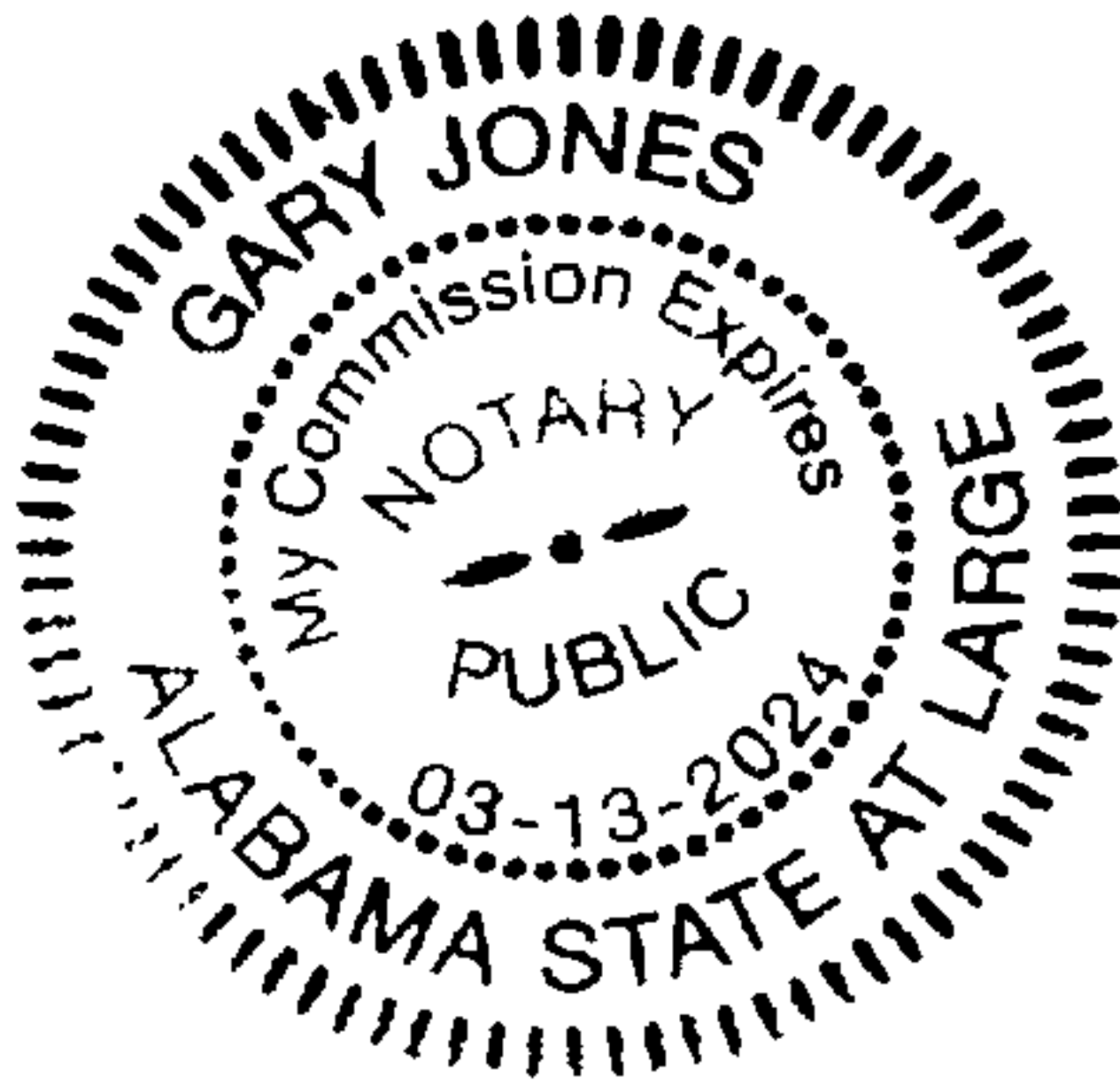
By: [Signature]  
Printed Name: Scott Palmer  
Title: VP

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott Palmer whose name as VP of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such VP 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 the 20 day of June, 2022.



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

**BLACKRIDGE PARTNERS II, LLC**, an  
Alabama limited liability company

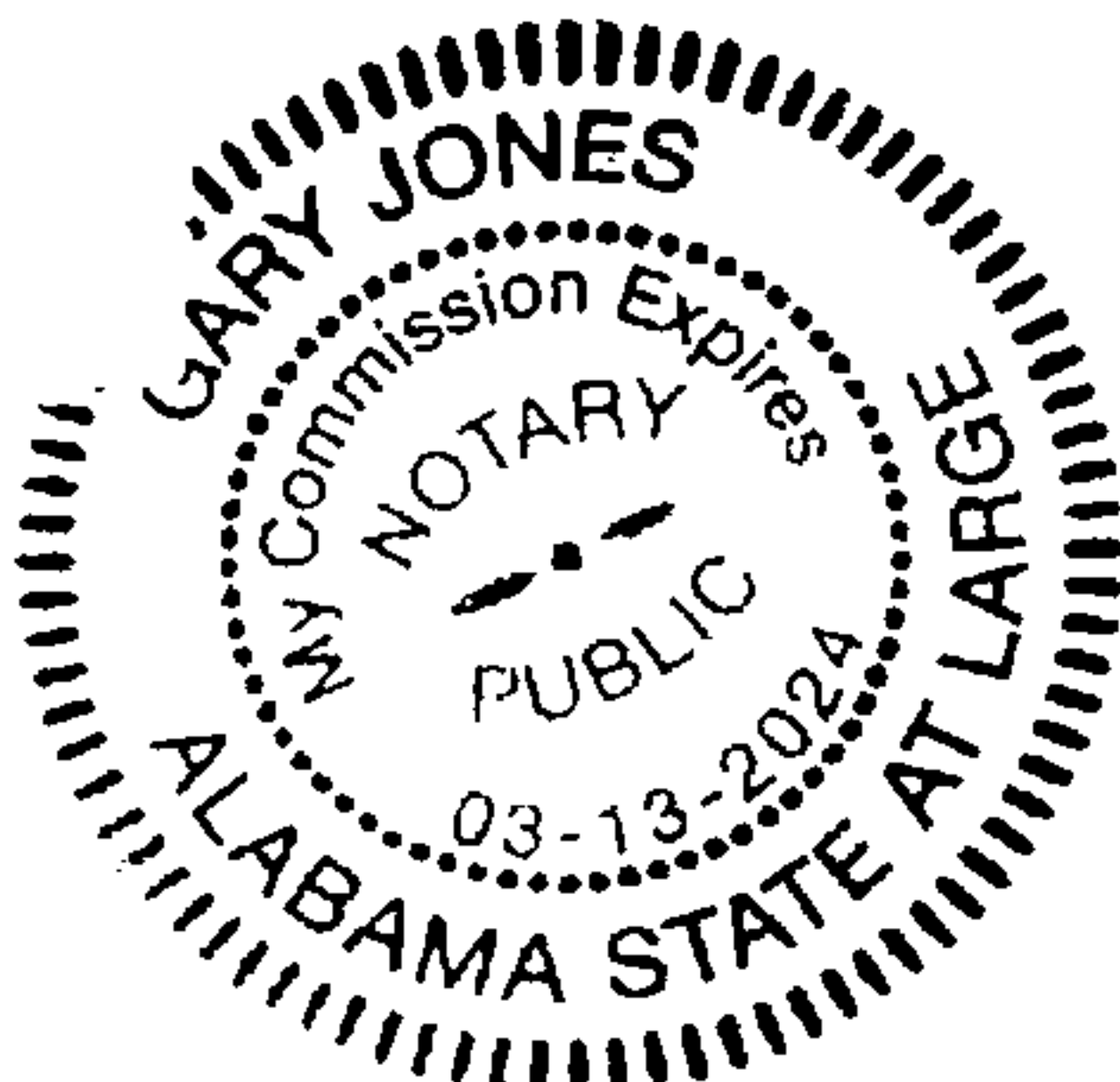
By: [Signature]  
Printed Name: Scott R. Jones  
Title: VP

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that  
Scott R. Jones whose name as Vice President of  
BLACKRIDGE PARTNERS II, LLC, an Alabama limited liability company, is signed to the  
foregoing instrument, and who is known to me, acknowledged before me on this day that, being  
informed of the contents of said instrument, he, as such VP 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 the 20 day of JUNE, 2022.



[Signature]  
Notary Public  
My Commission Expires: 3-13-2024

CLAYTON PROPERTIES GROUP, INC., a  
Tennessee corporation

By: [Signature]  
Printed Name: J. BROOKS HARRIS  
Title: VICE PRESIDENT

STATE OF ALABAMA )  
:  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Brooks Harris whose name as Vice President of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20th day of June, 2022.

[Signature]  
Notary Public  
My Commission Expires: September 18, 2023



**BLACKRIDGE 52 RESIDENTIAL  
ASSOCIATION, INC.,** an Alabama nonprofit  
corporation

By: [Signature]  
Printed Name: Scott R. Jones  
Title: Member

STATE OF ALABAMA )  
:  
Tulsa COUNTY )

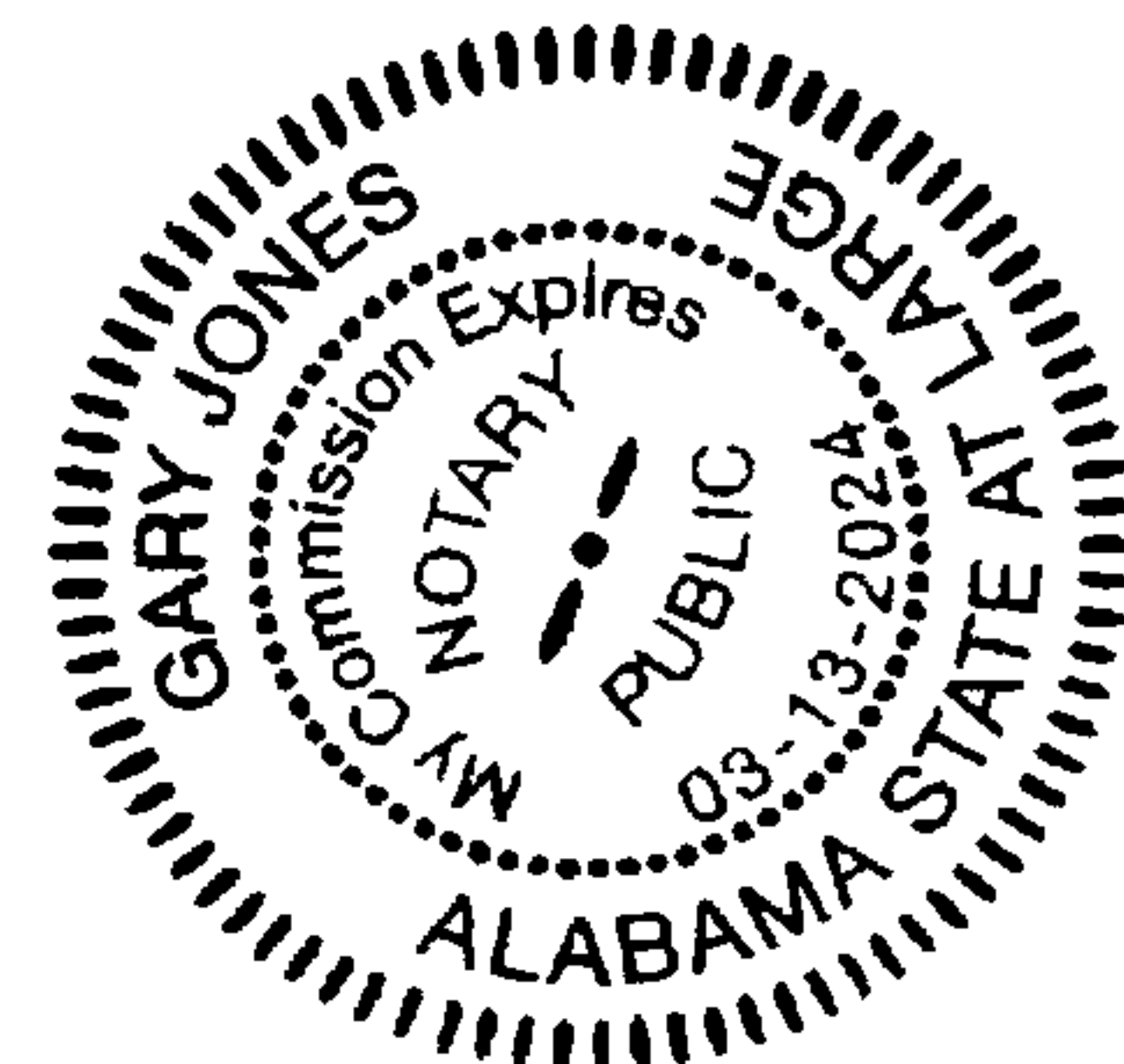
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott R. Jones whose name as Member of BLACKRIDGE 52 RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this the 20 day of June, 2022.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument prepared by and  
upon recording should be returned to:

Stephen R. Monk, Esq.  
Bradley Arant Bout Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
(205) 521-8429



**Exhibit A-1**

**Legal Description of Developer Property**

Legal Description of Developer Property

Commencing at a found 3" capped pipe marking the common corner to sections 7, 8, 17, and 18, township 20 south, range 3 west, and thence running along the west section line of said section 17s00°01'1111w for a distance of 2352.01' to the point of beginning of the land herein described:

Thence continuing along said section line, s00°00'02"e for a distance of 1325.96', thence run s00°00'34"e for a distance of 1326.72' to the section corner common to sections 17, 18, 19, and 20, t-20-s, r-3-w, thence along the south section line of said section 18, run s89°57'22"w for a distance of 1312.39', thence run s00°10'27"w for a distance of 162.26' to a point on the easterly riverbank of the Cahaba river, thence along said riverbank in a general southerly direction for a distance of 642' more or less, thence departing said riverbank, run s00°10'2711w for a distance of 568.37', thence run s89°56'37"w for a distance of 1102.92' to a point on the easterly right-of-way line of Shelby county road no.52, thence along said right-of-way, run n34°24'5111w for a distance of 525.53', thence along a curve to the left, with a radius of 1950.08', an arc length of 694.50', and a chord bearing and distance of n44°37'01"w 690.84', thence run n54°45'2211w for a distance of 168.11'. thence along a curve to the right, with a radius of 1233.57', an arc length of 516.98', and a chord bearing and distance of n42°44'59"w 513.21', thence run n30°44'37"w for a distance of 491.04'. thence departing said right-of-way line, run n00°26'2411w for a distance of 594.35' to a point on the centerline of highway no.269, thence running along said centerline in a general easterly direction for a distance of 686.00' more or less, thence run n89°55'50"e for a distance of 167.83'. thence continuing along said centerline in a general south and easterly direction for a distance of 825.00' more or less, thence departing said road centerline, run s30°12'02"e for a distance of 50.38', thence run s30°12'02"e for a distance of 499.78', thence run n59°48'16"e for a distance of 903.36', thence run n00°00'0011w for a distance of 161.15' to a found 3" capped pipe, thence run n00°10'3011w for a distance of 2650.30' to a found 2" capped pipe, thence run n37°55'30"e for a distance of 2453.90', thence run n65°10'47"e for a distance of 583.39' to a point on the westerly right-of-way line of CSX railroad, thence along said right-of-way line run s17°11'3311w for a distance of 56.61', thence run s72°48'27"e for a distance of 50.00', thence run s17°11'33'w for a distance of 179.31', thence along a curve to the left, with a radius of 2741.49', an arc length of 243.12'. and a chord bearing and distance of s14°39'08"w 243.04', thence with a compound curve to the left, with a radius of 1201.00', an arc length of 379.36', and a chord bearing and distance of s03°03'45"w 377.79', thence with a reverse curve to the right, with a radius of 266.48', an arc length of 13.28', and a chord bearing and distance of s06°18'12"e 13.28', thence with a reverse curve to the left, with a radius of 1201.00', an arclength of 914.80', and a chord bearing and distance of s28°26'28"e 892.85', thence with a compound curve to the left, with a radius of 2741.53', an arc length of 243.11', and a chord bearing and distance of s52°48'10"e 243.03', thence run s34°39'24"w for a distance of 25.00', thence run s55°20'3611e for a distance of 317.11' to a point on the westerly riverbank of the Cahabariver, thence departing said railroad right-of-way line, along the westerly riverbank of the Cahabariver run 1621.00' more or less, thence departing said riverbank, run n88°43'17"w for a distance of 954.79' to the point of beginning.

Said parcel containing 342.197 acres more or less, and



Legal Description of Clayton Property

The land herein described, being a part of sections 6, 7, 8, 17, 18, and 19, township 20 south, range 3 west, Shelby County, Alabama, and being more particularly described as follows:

Beginning at a found 3" capped pipe marking the common corner to sections 5, 6, 7, and 8, township 20 south, range 3 west and thence running along the north line of said section 8 s89°03'35"e for a distance of 72.70' to a point in the westerly right-of-way line of CSX railroad, thence run along said right-of-way, along a curve to the left, with a radius of 3000.00', an arc length of 618.53', and a chord bearing and distance of s20°40'46"w for a distance of 617.44', thence run s14°46'22"w for a distance of 564.47', thence along a curve to the left, with a radius of 1820.46', an arc length of 169.39', and a chord bearing and distance of s12°06'26"w 169.33', thence run n80°33'30"w for a distance of 50.00', thence run along a curve to the left, with a radius of 1870.46', an arc length of 67.60', and a chord bearing and distance of s08°24'22"w 67.60', thence run with a compound curve to the left, with a radius of 1207.89', an arc length of 977.59', and a chord bearing and distance of s15°48'54"e 951.12', thence run s50°59'58"w for a distance of 50.00', thence run along a curve to the left, with a radius of 1257.89', an arc length of 80.15', and a chord bearing and distance of s40°49'34"e 80.14', thence run with a compound curve to the left, with a radius of 1920.47', an arc length of 161.52', and a chord bearing and distance of s45°03'39"e 161.47' to a point on the east line of section 2, t-20-s, r-3-w, thence run with a compound curve to the left, with a radius of 1920.47', an arc length of 86.59', and a chord bearing and distance of s48°45'43"e 86.58', thence run s50°03'13"e for a distance of 191.76', thence along a curve to the right, with a radius of 6810.12', an arc length of 228.21', and a chord bearing and distance of s49°05'37"e 228.20', thence with a compound curve to the right, with a radius of 1335.40', an arc length of 1478.23', and a chord bearing and distance of s16°25'18"e 1403.90', thence with a compound curve to the right, with a radius of 6809.76', an arc length of 227.79', and a chord bearing and distance of s16°14'03"w 227.78', thence departing said right-of-way line run s65°10'47"w for a distance of 583.39', thence run s37°55'30"w for a distance of 1019.30', thence run n42°13'06"w for a distance of 351.31', thence run n42°13'06"w for a distance of 224.84', thence run n44°46'52"w for a distance of 708.93', thence run n00°14'22"w for a distance of 578.97', thence run n89°43'47"w for a distance of 574.83', thence run n44°46'52"w for a distance of 21.23', thence run n41°42'12"w for a distance of 550.83', thence run n40°21'13"w for a distance of 262.33', thence run n36°22'40"w for a distance of 207.34', thence run n06°43'20"w for a distance of 583.13', thence run n52°15'28"e for a distance of 207.11', thence run n46°09'01"e for a distance of 561.82', thence run n66°45'00"e for a distance of 332.29', thence run n70°35'38"e for a distance of 322.95', thence run n30°46'32"e for a distance of 2075.38', thence run s88°56'48"e for a distance of 400.72' to the point of beginning.

Said parcel containing 203.25 acres, and

Beginning at a found 2" capped pipe, thence run s89°58'35"w for a distance of 1322.45', thence run n89°53'18"w for a distance of 1625.52', thence run n00°06'29"e for a distance of 142.39', thence run n89°51'50"w for a distance of 824.47', thence run s52°44'24"w for a distance of 247.97' to a point on the west line of section 18, t-20-s, r-3-w, thence along said section line run n00°36'02"w for a distance of 1333.87' to the corner common to sections 7 and 18, t-20-s, r-3-w and sections 12 and 13, t-20-s, r-4-w, thence along the west section line of section 7, t-20-s, r-3-w, run n00°31'00"w for a distance of 2656.42', thence departing said section line, run s89°27'48"e for a distance of 1332.10', thence run n00°23'14"w for a distance of 1322.89', thence run s89°14'20"e for a distance of 1335.27', thence run n00°18'50"w for a distance of 1314.49' to a point on the north section line of section 7, t-20-s, r-3-w, thence run n00°45'43"w for a distance of 660.73', thence run n89°00'23"w for a distance of 76.25', thence run n34°53'25"e for a distance of 213.81', thence run along a curve to the left, with a radius of 2175.07', an arc length of 84.76', and a chord bearing and distance of n32°00'40"e 84.75', thence run n30°53'41"e for a distance of 15.78', thence run along a curve to the left, with a radius of 4337.93', an arc length of 99.31', and a chord bearing and distance of n31°33'02"e 99.31', thence run n30°53'41"e for a distance of 51.61', thence run along a curve to the left, with a radius of 338.46', an arc length of 18.95', and a chord bearing and distance of n29°17'27"e 18.95', thence run s58°59'07"e for a distance of 157.62', thence run s31°00'53"w for a distance of 272.03', thence run s32°46'58"w for a distance of 11.66', thence run s32°46'58"w for a distance of 11.66', thence along a curve to the right, with a radius of 792.74', an arc length of 89.37', and a chord bearing and distance of s45°15'20"e 89.32', thence run s43°28'06"e for a distance of 67.62', thence along a curve to the left, with a radius of 886.12', an arc length of 541.30', and a chord bearing and distance of s61°29'51"e 532.92', thence run s78°59'04"e for a distance of 356.41', thence run n78°31'33"e for a distance of 213.45', thence run s77°27'42"e for a distance of 102.98', thence run s34°50'10"w for a distance of 426.91' to a point on the north section line of section 7, t-20-s, r-3-w, thence run s34°50'10"w for a distance of 235.91', thence run s25°31'40"w for a distance of 361.52', thence run s35°13'12"w for a distance of 722.17', thence run s25°40'46"w for a distance of 602.38', thence run s28°21'18"w for a distance of 625.66', thence run s52°47'45"e for a distance of 376.81', thence run s52°15'28"w for a distance of 207.11', thence run s06°43'20"e for a distance of 583.13', thence run s36°22'40"e for a distance of 207.34', thence run s40°21'13"e 262.33', thence run s41°42'12"e 550.83', thence run s44°46'52"e 21.23', thence run s89°43'47"e 574.83', thence run s00°14'22"e 578.97', thence run s44°46'52"e 708.93', thence run s42°13'06"e 224.84', thence run s42°13'06"e 351.31', thence run s37°55'30"w 1434.60' to the point of beginning.

Said parcel containing 430.91 acres more or less, and

Less and Except the Following Lots:

Lots 1 and 2 according to the Final Plat of Southpointe Second Sector as recorded in in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 11, Page 30

Less and Except the Following Described Parcel:

Commencing at a found 2" capped pipe marking the common corner to sections 7, 8, 17, and 18, township 20 south, range 3 west and thence running along the north line of said section 18 n89°58'31"w for a distance of 1326.48' to a found 3" capped pipe marking the point of beginning of the parcel herein described, thence continuing along said north section line, run n89°58'48"w for a distance of 2655.33', thence departing said north section line, run n00°24'03"w for a distance of 1322.32', thence run s89°45'06"e for a distance of 1329.05', thence run s89°43'47"e a distance of 1330.07', thence run s00°14'22"e a distance of 1311.19' to the point of beginning.

Said Parcel containing 80.33 acres more or less.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/08/2022 08:15:00 AM  
\$73.00 JOANN  
20220908000349720

*Allen S. Bayl*