This instrument was prepared by, and after recording, return to:

Ray F. Robbins, III Westervelt Ecological Services, LLC 1400 Jack Warner Parkway NE Tuscaloosa, AL 365404



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MITIGATION RIGHTS EASEMENT AGREEMENT

This Mitigation Rights Easement Agreement (this "Agreement") is made as of March 6, 2023 (the "Agreement Date"), by and between The Westervelt Company, a Delaware corporation ("Grantor"), and Westervelt Ecological Services, LLC, a Delaware limited liability company (the "Grantee").

RECITALS

- A. Grantor is the owner of certain real property located in Shelby County (the "County"), State of Alabama, more particularly described on Exhibit "A", attached hereto (the "Easement Area").
 - B. Grantor and Grantee have agreed to the transfer from Grantor to Grantee of all Mitigation Rights (as defined below) with respect to the Easement Area.
- C. In connection with the Mitigation Rights, a Conservation Easement ("Conservation Easement") with respect to the Easement Area, dated as of January 8, 2021, has been entered into by and between Grantor and Freshwater Land Trust, an Alabama non-profit corporation. The Conservation Easement was recorded on January 8, 2021 in the Official Records of Shelby County as Instrument 202108000013340.
- D. Grantor and Grantee mutually desire to execute this Agreement and cause the same to be recorded in the official records of the County for the purpose of Grantor granting to Grantee the Mitigation Rights and the Mitigation Rights Easement (as defined below) and to provide third parties with notice of the transfer of the Mitigation Rights and the Mitigation Rights Easement to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. <u>Grant of Mitigation Rights and Easement</u>. Effective upon the Agreement Date, the Grantor hereby grants and conveys to the Grantee, exclusively, all Mitigation Rights with respect to the Easement Area, and the Grantor hereby grants to Grantee and Grantee's agents, representatives, employees, contractors, subcontractors, and consultants an irrevocable, permanent, non-exclusive easement (the "Mitigation Rights Easement") in, on, over, under, and



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across the Easement Area for access, ingress and egress and any other purpose, all as reasonably required for Grantee to fully enjoy and utilize the Mitigation Rights. As used herein, the term "Mitigation Rights" shall mean:

- (a) the right of Grantee (i) to be the sole habitat conservation or mitigation bank owner and operator and/or to sell the mitigation rights and/or habitat conservation rights related to the Easement Area on a "turn-key" basis and retain all proceeds from any such sales, (ii) to enter into and to require Grantor, as landowner, to execute such documents as may be required by the United States Army Corps of Engineers ("USACE"), and/or other applicable resource agencies (collectively, the "Resource Agencies") to be executed by Grantee or Grantor, as landowner, in connection with Grantee establishing, obtaining and disposing of the Mitigation Rights, including without limitation, a bank agreement ("Bank Agreement"), if applicable, with the applicable Resource Agency in the form mutually agreed to by Grantor and Grantee, all of which, shall be subject to the Approval Standard, and (iii) to require Grantor, as landowner, to satisfy any and all landowner obligations under the Conservation Easement, the Bank Agreement, the Land Management Plan (as defined below), each to the extent applicable;
- (b) the right of Grantee to have the Easement Area subject to a land management plan ("Land Management Plan") to be prepared by Grantee, which will be consistent with the Conservation Easement and other land management plans for comparable mitigation projects, and will be subject to the approval of the Resource Agencies and shall otherwise be in a form that satisfies the Approval Standard;
- (c) all mitigation rights with respect to the Easement Area, including without limitation mitigation rights related to preservation of wetlands, and streams, on the Easement Area, and the right to create additional wetlands and streams on the Easement Area, subject to consultation with and approval by Grantor regarding the size and location of such newly created wetlands and streams in a manner that does not unreasonably interfere with Grantor's use of the Easement Area in accordance with the Conservation Easement, the Bank Agreement, and the approved Land Management Plan;
- (d) the right of Grantee and Grantee's agents, representatives, employees, contractors, subcontractors and consultants to access the Easement Area as may be reasonably necessary for Grantee to fully enjoy and utilize the Mitigation Rights being acquired hereunder;
- (e) any and all other rights that relate to the management, preservation, restoration, and/or creation and sale of wetlands and streams values of the Easement Area;
- (f) the right to require Grantor, upon written request from Grantee, to execute and deliver to Grantee, its nominees, successor and/or assigns, any new or confirmatory agreements or instruments (the "Confirmatory Instruments"), each in a form that satisfies the Approval Standard, and do and perform any other acts, at no out-of-pocket cost to Grantor, which Grantee, its nominees, successors and/or assigns, may request, in order to fully transfer possession and control of, and protect the rights of Grantee, its nominees, successors and/or assigns in the Mitigation Rights and the Mitigation Rights Easement intended to be transferred and assigned hereby; and



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- (g) the right to require Grantor and any successors, assigns, owners, lessees, users and/or occupants to conduct their activities or operations on the Easement Area in a manner consistent with this Agreement, the Conservation Easement, Bank Agreement, and approved Land Management Plan.
- 2. <u>Covenants Running with the Land</u>. Grantor's obligations and Grantee's rights and obligations hereunder shall be enforceable as equitable servitudes and shall constitute covenants running with the Easement Area pursuant to applicable law, are a burden upon the Easement Area, run with the Easement Area and shall be binding upon Grantor and each successive owner of all or a portion of the Easement Area during its ownership of such property. Moreover, if Grantor conveys, transfers or grants any right, title or interest in the Easement Area or any portion thereof to any third party, the instrument conveying such right, title or interest shall be subject to and bound by the restrictions described in this Agreement.
- 3. <u>Tax Treatment of Transfer</u>. The parties hereto agree that any transfer described herein shall be treated as a transfer pursuant to Section 707(a) of the Code and not a contribution by Grantor under Section 721 of the Code. The parties further agree not to report such transfer for tax purposes in a manner inconsistent with the foregoing.
- 4. <u>Transfer Taxes</u>. All transfer, documentary, sales, use, stamp, registration and other similar taxes and fees (including any penalties and interest thereon) resulting from or arising out of this Agreement shall be borne by Grantor. The party required by applicable law shall file all necessary tax returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees. If required by applicable law, the parties shall join in the execution of any such tax return or other documentation.
- 5. <u>Grantor's Representations and Warranties</u>. Grantor hereby represents and warrants to Grantee as follows:
- (a) Grantor has the capacity and full power and authority to enter into and carry out the obligations and agreements contained in, and the transactions contemplated by, this Agreement, and this Agreement has been duly authorized and executed by Grantor and, upon delivery to and execution by Grantee, shall be a valid and binding agreement of Grantor.
- (b) Grantor shall approve and/or execute and deliver (as applicable) any Conservation Easement, Bank Agreement, Land Management Plan, Confirmatory Instrument or other document, plan, instrument or agreement reasonably required by any applicable Regulatory Agency in connection with the Mitigation Rights, so long as such document, plan, instrument or agreement (i) is in a form that satisfies the requirements of each applicable Resource Agency, (ii) has been approved by Grantee and (iii) includes terms and conditions that are not materially less favorable to Grantor than the terms and conditions in the documents, plans, instruments or agreements (as applicable) for comparable mitigation projects in which Grantor or one of its affiliates has participated as landowner (clauses (i) through (iii), collectively, the "Approval Standard").



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- (c) Grantor has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest, or agreed to convey its interest, in the Mitigation Rights, the Easement Area or any portion of the foregoing, except by way of this Agreement.
- (d) neither Grantor nor any third party has used, generated, manufactured, stored or disposed any Hazardous Substance (as defined below) in, at, on, under or about the Easement Area or transported any Hazardous Substance to or from the Easement Area, in all cases in a manner that was or is in violation of any applicable law or Resource Agency requirement. To Grantor's knowledge, the Easement Area is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Easement Area including, but not limited to, soil and groundwater conditions. To Grantor's knowledge, there is not now, on or in the Easement Area underground storage tanks. "Hazardous Substance" shall mean any substance which is defined or regulated under any present federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.
- (e) There is no pending lawsuit or, to the knowledge of Grantor, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, formal or informal, including, without limitation, eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Easement Area, the Mitigation Rights or the Mitigation Rights Easement.
- (f) Each of the representations and warranties made by Grantor in this Agreement shall be true and correct in all material respects on the Agreement Date.
- 6. <u>Grantor's Covenants</u>. Grantor shall not alienate, encumber, transfer, lease, assign or otherwise convey any interest in the Easement Area that materially adversely affects or interferes with the Mitigation Rights or Grantee's full use and enjoyment of the Mitigation Rights.
- 7. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 8. Governing Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the state in which the Easement Area is located, without regard to conflicts of laws principles.
- 9. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.



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- 10. <u>Waivers</u>. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement.
- 11. <u>Construction</u>; <u>Entire Agreement</u>. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement. This Agreement (together with each Exhibit attached hereto) contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

[SIGNATURES ON THE FOLLOWING PAGE]



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

"GRANTOR"

Delaware corporation

By: Com Thomas III

Name: Ray F. Robbins III

Title: 1/10 Dice Side 15

STATE OF ALABAMA

COUNTY OF TUSCalouse)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Replies The as Vice President of The Westervelt Company, a Delaware corporation whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Officer, and with full authority, executed the same as and for the act of said corporation.

Given under my hand this Leth day of Marcle, 2023.

Notary Public

My commission expires:

Notary Public, Alabama State at Large

April K. Bushhorn Expires 4/8/2026

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"GRANTEE"

WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company

By: And F. Robbins, H.
Title: State of the American State of the State

STATE OF ALABAMA)

COUNTY OF TUSCULOSA)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Republic Tit., as Scructary of Westervelt Ecological Services, LLC, a Delaware limited liability company whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Officer, and with full authority, executed the same as and for the act of said limited liability company.

Given under my hand this Lett day of March, 2023.

Notary Public

My commission expires:

Notary Public, Alabama State at Large

April K. Bushhorn
Expires 4/8/2026

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EXHIBIT A to

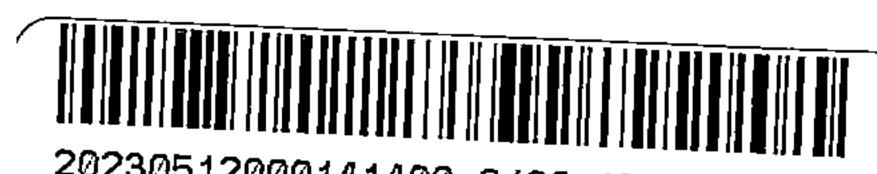
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Mitigation Rights Easement Agreement

Legal Description of Easement Area

Coosa River Mitigation Bank

(See Attached)



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State of Alabama)

Shelby County)

Date: 11/13/20

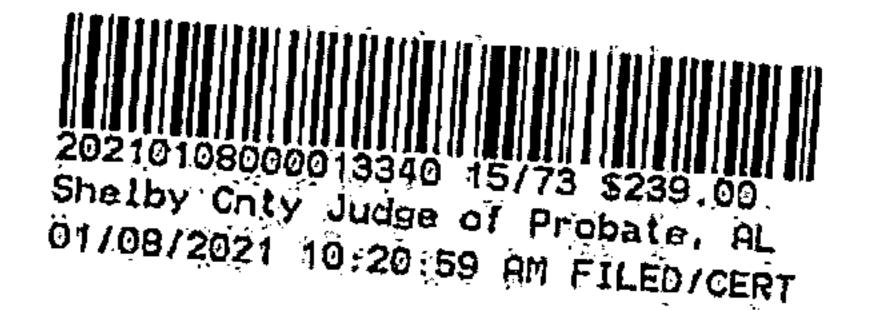
Coosa River Mitigation Bank Property-Easement Description

Easement 1

A parcel of land located in Section 35, Township 21 South, Range 1 East and Sections 1, 2, 3 & 11 Township 22 South, Range 1 East Shelby County, Alabama, containing one hundred fifty one and six hundredths (151.06) acres, more or less; and being more particularly described as follows:

Start at a railroad bolt found accepted to mark the Northeast Corner of Section 15, said railroad bolt being the POINT OF COMMENCEMENT; thence run North 01°11′17" West along the Eastern boundary of said section for a distance of 4,020.42 feet to an existing Shelby Iron found, thence run North 00°41′29" West along the Eastern boundary of said section line for a distance of 1,312.29 feet to an existing Shelby Iron found, said iron accepted to mark the Northeast Corner of Section 10; thence run North 00°58′50" West along the Eastern boundary of said section line for a distance of 1,248.10 feet to a set rebar and cap; said rebar being the POINT OF BEGINNING and lying on the easement boundary; Thence travel along the following calls along the easement boundary (points not monumented):

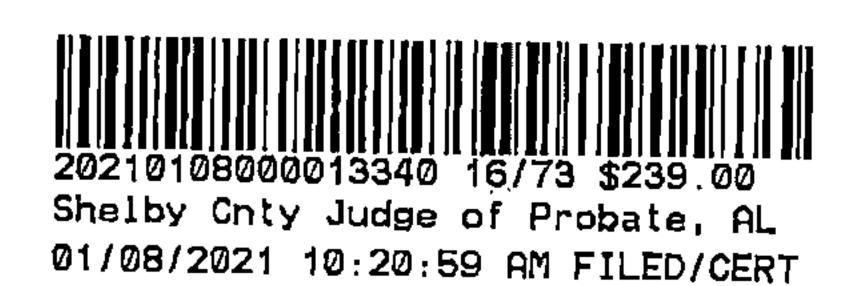
Thence with a bearing of N 86°03'09" W a distance of 30.85 feet to a point; thence with a bearing of S 61°58'13" W a distance of 361.56 feet to a point; thence with a bearing of S 85°39'01" W a distance of 494.18 feet to a point; thence with a bearing of N 08°16'33" W a distance of 250.54 feet to a point; thence with a bearing of N 75°37'29" E a distance of 494.60 feet to a point; thence with a bearing of N 66°40'06" E a distance of 405.80 feet to a point; thence with a bearing of S 81°36'47" E a distance of 423.00 feet to a point; thence with a bearing of S 58°46'05" E a distance of 795.27 feet to a point; thence with a bearing of S 87°01'15" E a distance of 272.20 feet to a point; thence with a bearing of N 36°09'41" E a distance of 177.61 feet to a point; thence with a bearing of N 59°18'32" E a distance of 194.83 feet to a point; thence with a bearing of N 26°35'42" E a distance of 545.69 feet to a point; thence with a bearing of N 64°12'02" E a distance of 212.02 feet to a point; thence with a bearing of N 04°29'31" W a distance of 315.86 feet to a point; thence with a bearing of N 01°19'44" E a distance of 419.93 feet to a point; thence with a bearing of N 15°43'04" E a distance of 339.36 feet to a point; thence with a bearing of N 64°44'14" E a distance of 307.67 feet to a point; thence with a bearing of N 11°08'32" E a distance of 227.18 feet to a point; thence with a bearing of N 50°02'16" E a distance of 267.28 feet to a point; thence with a bearing of N 18°04'18" E a distance of 49.82 feet to a point; thence with a bearing of S 82°43'58" W a distance of 113.44 feet to a point; thence with a bearing of N 71°13'10" W a distance of 74.46 feet to a point; thence with a bearing of N 56°11'14" W a distance of 104.97 feet to a point; thence with a bearing of N 71°14'19" W a distance of 287.06 feet to a point; thence with a bearing of N 63°33'11" W a distance of 160.83 feet to a point; thence with a bearing of N 56°01'01" W a distance of 88.30 feet to a point; thence with a bearing of S 89°54'54" W a distance of 118.52 feet to a point; thence with a bearing of S 75°48'48" W a distance of 221.90 feet to a point; thence with a bearing of S 63°28'55" W a distance of 96.07 feet to a point; thence with a bearing of S 86°39'59" W a distance of 123.79 feet to a point; thence with a bearing of S 59°14'43" W a distance of 300.82 feet to a point; thence with a bearing of S 69°47'06" W a distance of 350.82 feet to a point; thence with a bearing of N 25°29'34" W a distance of 274.85 feet to a point; thence with a bearing of N 63°32'06" E a distance of 561.35 feet to a point; thence with a bearing of N 81°19'58" E a distance of 43.05 feet to a point; thence with a bearing of N 68°29'26" W a distance of





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145.79 feet to a point; thence with a bearing of N 53°50'48" W a distance of 412.47 feet to a point; thence with a bearing of N 37°44'01" W a distance of 296.46 feet to a point; thence with a bearing of S 84°22'18" W a distance of 104.93 feet to a *point*; thence with a bearing of N 89°21'48" W a distance of 100.01 feet to a point; thence with a bearing of N 81°24'18" W a distance of 38.89 feet to a point; thence with a bearing of N 39°04'56" W a distance of 123.43 feet to a point; thence with a bearing of N 07°42'23" E a distance of 111.25 feet to a point; thence with a bearing of N 70°25'23" E a distance of 197.40 feet to a point; thence with a bearing of N 17°32'21" W a distance of 59.78 feet to a point; thence with a bearing of N 13°03'39" E a distance of 128.69 feet to a *point*; thence with a bearing of N 05°56'51" W a distance of 182.76 feet to a point; thence with a bearing of N 03°53'11" W a distance of 104.74 feet to a point; thence with a bearing of N 12°31'41" W a distance of 82.81 feet to a point; thence with a bearing of N 02°32'16" E a distance of 109.55 feet to a *point*; thence with a bearing of N 62°24'49" E a distance of 192.67 feet to a point; thence with a bearing of S 36°52'12" E a distance of 150.34 feet to a point; thence with a bearing of S 16°14'30" E a distance of 169.84 feet to a *point*; thence with a bearing of S 04°23'55" W a distance of 81.49 feet to a point; thence with a bearing of S 11°24'34" E a distance of 215.60 feet to a point; thence with a bearing of S 23°47'33" W a distance of 103.37 feet to a point; thence with a bearing of S 24°21'57" E a distance of 214.22 feet to a *point*; thence with a bearing of S 55°16'32" E a distance of 58.07 feet to a point; thence with a bearing of S 30°42'24" E a distance of 148.61 feet to a point; thence with a bearing of S 54°58'27" E a distance of 231.34 feet to a *point*; thence with a bearing of S 47°32'46" E a distance of 114.07 feet to a point; thence with a bearing of S 77°29'20" E a distance of 536.08 feet to a point; thence with a bearing of N 89°19'37" E a distance of 112.04 feet to a point; thence with a bearing of S 76°04'59" E a distance of 161.69 feet to a *point*; thence with a bearing of S 49°54'59" E a distance of 158.65 feet to a point; thence with a bearing of S 71°13'32" E a distance of 404.39 feet to a point; thence with a bearing of S 41°22'19" E a distance of 37.51 feet to a point; thence with a bearing of S 69°53'00" E a distance of 94.78 feet to a point; thence with a bearing of N 65°19'01" E a distance of 324.90 feet to a point; thence with a bearing of N 46°26'39" E a distance of 190.55 feet to a point; thence with a bearing of N 68°06'07" E a distance of 129.51 feet to a *point*; thence with a bearing of S 86°44'23" E a distance of 367.82 feet to a point; thence with a bearing of N 85°28'33" E a distance of 419.84 feet to a point; thence with a bearing of N 61°55'40" E a distance of 403.52 feet to a *point*; thence with a bearing of N 35°44'04" W a distance of 599.45 feet to a point; thence with a bearing of N 27°16'46" W a distance of 569.39 feet to a point; thence with a bearing of N 17°24'55" W a distance of 157.88 feet to a point; thence with a bearing of N 17°06'27" E a distance of 366.43 feet to a point; thence with a bearing of N 29°52'50" E a distance of 152.72 feet to a *point*; thence with a bearing of N 60°19'04" E a distance of 79.52 feet to a *point*; thence with a bearing of S 77°05'47" E a distance of 69.81 feet to a point; thence with a bearing of S 58°05'24" E a distance of 112.97 feet to a point; thence with a bearing of S 11°38'24" W a distance of 293.76 feet to a point; thence with a bearing of S 07°19'21" W a distance of 244.83 feet to a point; thence with a bearing of S 26°44'12" E a distance of 257.92 feet to a *point*; thence with a bearing of S 38°35'18" E a distance of 293.76 feet to a point; thence with a bearing of S 37°39'25" E a distance of 543.31 feet to a point; thence with a bearing of S 73°58'42" E a distance of 496.48 feet to a point; thence with a bearing of N 64°07'16" E a distance of 238.99 feet to a *point*; thence with a bearing of N 80°40'09" E a distance of 373.94 feet to a point; thence with a bearing of N 47°13'46" E a distance of 173.98 feet to a point; thence with a bearing of N 85°05'24" E a distance of 317.38 feet to a point; thence with a bearing of N 35°56'40" E a distance of 86.78 feet to a point; thence with a bearing of N 03°30'57" W a distance of 60.71 feet to a point; thence with a bearing of N 24°28'47" E a distance of 60.23 feet to a point; thence with a bearing of N 52°10'20" E a distance of 69.15 feet to a *point*; thence with a bearing of S 89°34'01" E a distance of 60.39 feet to a point; thence with a bearing of S 01°58'26" E a distance of 408.80 feet to a point; thence with a bearing of S 56°01'10" W a distance of 262.91 feet to a *point*; thence with a bearing of S 77°37'30" W a distance of 452.31 feet to a point; thence with a bearing of S 00°48'47" W a distance of 137.83 feet to a point; thence with a bearing of S 27°11'03" E a distance of 285.22 feet to a point; thence with a bearing of S 05°03'25" E a distance of 221.51 feet to a *point*; thence with a bearing of S 71°09'51" W a distance of 189.41 feet to a point; thence with a bearing of N 29°21'01" W a distance of 436.30 feet to a point; thence with a bearing of S 48°03'57" W a distance of 378.05 feet to a *point*; thence with a bearing of S 32°13'50" W a distance





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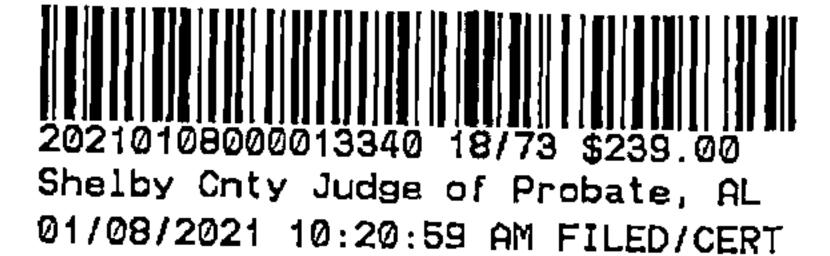
of 493.68 feet to a point; thence with a bearing of S 36°34'27" W a distance of 622.71 feet to a point; thence with a bearing of S 02°46'56" W a distance of 591.84 feet to a point; thence with a bearing of S 23°10'21" W a distance of 285.58 feet to a point; thence with a bearing of S 38°39'53" E a distance of 221.89 feet to a point; thence with a bearing of S 12°23'24" W a distance of 198.33 feet to a point; thence with a bearing of S 28°09'04" E a distance of 182.61 feet to a point; thence with a bearing of S 03°26'25" E a distance of 346.61 feet to a point; thence with a bearing of S 86°44'34" W a distance of 213.89 feet to a point; thence with a bearing of N 15°21'03" W a distance of 518.46 feet to a point; thence with a bearing of N 18°34'41" W a distance of 407.65 feet to a point; thence with a bearing of N 13°07'51" E a distance of 489.39 feet to a point; thence with a bearing of N 01°53'47" E a distance of 462.72 feet to a point; thence with a bearing of N 30°16'21" E a distance of 502.25 feet to a point; thence with a bearing of N 36°51'15" E a distance of 937.72 feet to a point; thence with a bearing of N 72°23'33" W a distance of 257.56 feet to a point; thence with a bearing of S 67°54'56" W a distance of 312.47 feet to a point; thence with a bearing of S 72°00'20" W a distance of 421.28 feet to a point; thence with a bearing of S 80°08'31" W a distance of 472.26 feet to a point; thence with a bearing of N 81°28'00" W a distance of 370.01 feet to a point; thence with a bearing of S 44°57'15" W a distance of 368.80 feet to a point; thence with a bearing of S 21°06'30" W a distance of 276.60 feet to a point; thence with a bearing of S 28°50'25" W a distance of 156.68 feet to a point; thence with a bearing of S 30°53'03" W a distance of 308.18 feet to a point; thence with a bearing of S 43°04'34" W a distance of 408.04 feet to a point; thence with a bearing of S 11°13'17" W a distance of 377.68 feet to a point; thence with a bearing of S 07°55'27" E a distance of 472.77 feet to a point; thence with a bearing of S 45°39'40" W a distance of 539.97 feet to a point; thence with a bearing of S 23°49'12" W a distance of 310.89 feet to a point; thence with a bearing of S 44°45'37" W a distance of 465.43 feet to a point; thence with a bearing of S 70°05'56" W a distance of 337.95 feet to a point; thence with a bearing of S 32°38'24" W a distance of 189.23 feet to a point; thence with a bearing of S 22°35'12" E a distance of 746.20 feet to a point; thence with a bearing of S 08°03'13" E a distance of 659.07 feet to a point; thence with a bearing of S 08°36'23" W a distance of 306.61 feet to a point; thence with a bearing of S 89°38'46" W a distance of 248.29 feet to a point; thence with a bearing of N 07°27'00" W a distance of 728.13 feet to a point; thence with a bearing of N 21°58'21" W a distance of 944.88 feet to a point; thence with a bearing of N 23°45'11" E a distance of 403.66 feet to a point; thence with a bearing of N 59°12'26" W a distance of 722.99 feet to a point; thence with a bearing of N 86°03'09" W a distance of 283.57 feet to POINT OF BEGINNING.



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Easement 2

A parcel of land located in Sections 10 & 15 Township 22 South, Range 1 East Shelby County, Alabama, containing thirty one and thirty eight hundredths (31.38) acres, more or less; and being more particularly described as follows:

Start at a railroad bolt found accepted to mark the Northeast Corner of Section 15, said railroad bolt being the POINT OF COMMENCEMENT; thence run North 89°49'48" West along the Northern boundary of said section for a distance of 4,029.46 feet to a set rebar and cap; said rebar being the POINT OF BEGINNING and lying on the easement boundary; Thence travel along the following calls along the easement boundary (points not monumented):

Thence with a bearing of S 18°15'07" E a distance of 43.30 feet to a point; thence with a bearing of S 10°20'54" W a distance of 179.27 feet to a point; thence with a bearing of S 26°42'53" W a distance of 190.03 feet to a point; thence with a bearing of S 07°15'26" W a distance of 268.13 feet to a point; thence with a bearing of S 31°44'09" W a distance of 246.90 feet to a point; thence with a bearing of S 00°21'32" E a distance of 107.50 feet to a point; thence with a bearing of S 19°45'11" E a distance of 52.21 feet to a point; thence with a bearing of S 00°51'52" W a distance of 56.13 feet to a point; thence with a bearing of S 22°12'07" W a distance of 39.02 feet to a point; thence with a bearing of S 28°34'52" W a distance of 58.22 feet to a point; thence with a bearing of S 49°54'50" W a distance of 44.32 feet to a point; thence with a bearing of S 00°36'33" W a distance of 170.72 feet to a point; thence with a bearing of S 23°30'15" W a distance of 169.52 feet to a point; thence with a bearing of S 34°53'17" W a distance of 43.13 feet to a point; thence with a bearing of S 50°20'08" W a distance of 48.24 feet to a point; thence with a bearing of S 68°01'14" W a distance of 48.55 feet to a point; thence with a bearing of S 81°45'27" W a distance of 44.26 feet to a point lying along the northern ROW of State Highway 42.; thence with a chord bearing of N 70°49'43" W a distance of 308.85 feet to a point lying on the Northern R.O.W. of State Highway 42; thence with a bearing of N 66°32'37" W a distance of 91.24 feet to a point; thence with a bearing of N 22°19'34" E a distance of 79.34 feet to a point; thence with a bearing of N 34°26'15" E a distance of 34.72 feet to a point; thence with a bearing of N 51°54'37" E a distance of 50.10 feet to a point; thence with a bearing of N 74°11'37" E a distance of 48.73 feet to a point; thence with a bearing of N 85°45'39" E a distance of 120.78 feet to a point; thence with a bearing of N 18°43'30" E a distance of 191.14 feet to a point; thence with a bearing of N 11°11'41" E a distance of 161.25 feet to a point; thence with a bearing of N 17°37'51" W a distance of 154.08 feet to a point; thence with a bearing of N 24°43'04" E a distance of 197.14 feet to a point; thence with a bearing of N 35°53'23" E a distance of 190.81 feet to a point; thence with a bearing of N 09°54'40" E a distance of 626.48 feet to a point; thence with a bearing of N 21°45'15" E a distance of 296.61 feet to a point; thence with a bearing of N 50°52'26" E a distance of 219.25 feet to a point; thence with a bearing of N 04°45'36" E a distance of 261.17 feet to a point; thence with a bearing of N 51°42'35" E a distance of 271.86 feet to a point; thence with a bearing of N 05°08'39" W a distance of 148.61 feet to a point; thence with a bearing of N 08°21'11" E a distance of 64.24 feet to a point; thence with a bearing of N 21°57'46" E a distance of 66.27 feet to a point; thence with a bearing of N 43°55'15" E a distance of 67.29 feet to a point; thence with a bearing of N 50°54'53" E a distance of 262.23 feet to a point; thence with a bearing of N 48°43'45" E a distance of 348.57 feet to a point; thence with a bearing of N 07°53'03" E a distance of 98.46 feet to a point; thence with a bearing of N 17°19'19" E a distance of 215.31 feet to a point; thence with a bearing of N 53°25'53" E a distance of 190.62 feet to a point; thence with a bearing of N 63°47'31" E a distance of 99.91 feet to a point; thence with a bearing of S 47°20'40" E a distance of 182.07 feet to a point; thence with a bearing of S 23°46'15" W a distance of 106.50 feet to a point; thence with a bearing of S 49°32'13" W a distance of 141.43 feet to a point; thence with a bearing of S 10°43'57" W a distance of 102.96 feet to a point; thence with a bearing of S 21°36'51" E a distance of 110.02 feet to a point; thence with a bearing of S 06°33'46" E a distance of 39.50 feet to a point; thence with a bearing of S 11°06'04" W a distance of 54.27 feet to a point; thence with a bearing of S 29°43'29" W a distance of 62.66 feet to a point; thence with a bearing of S 42°14'56" W a distance of 64.40 feet to a point; thence with a bearing of S 64°31'24" W a distance of 245.27 feet to a point; thence with a bearing of S 42°23'12" W a distance of



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251.17 feet to a point; thence with a bearing of S 69°23'43" W a distance of 85.85 feet to a point; thence with a bearing of S 08°17'00" W a distance of 159.39 feet to a point; thence with a bearing of S 21°23'04" W a distance of 252.28 feet to a point; thence with a bearing of S 24°08'21" W a distance of 251.67 feet to a point; thence with a bearing of S 33°02'14" W a distance of 268.92 feet to a point; thence with a bearing of S 36°57'04" W a distance of 261.21 feet to a point; thence with a bearing of S 18°15'07" E a distance of 55.64 feet to the POINT OF BEGINNING.

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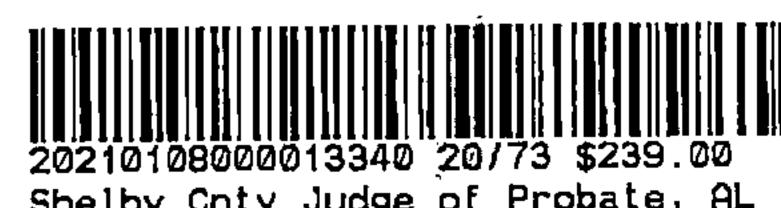
Easement 3

A parcel of land located in Sections 15, 16, 21 & 22 Township 22 South, Range 1 East Shelby County, Alabama, containing one hundred eighty seven and sixteen hundredths (187.16) acres, more or less; and being more particularly described as follows:

Start at a railroad bolt found accepted to mark the Northeast Corner of Section 15, said railroad bolt being the POINT OF COMMENCEMENT; thence run North 89°49'48" West along the Northern boundary of said section for a distance of 5,369.79 feet to an existing Shelby Iron found, said iron accepted to mark the Northwest Corner of Section 15; thence run South 00°29'28" East along the Western boundary of said section line for a distance of 1,546.43 feet to a set rebar and cap; said rebar being the POINT OF BEGINNING and lying on the easement boundary; Thence travel along the following calls along the easement boundary (points not monumented):

Thence with a bearing of S 68°54'12" E a distance of 695.03 feet to a point; thence with a bearing of S 11°26'32" E a distance of 1.11 feet to a *point*; thence with a bearing of S 22°52'26" E a distance of 22.43 feet to a point; thence with a bearing of S 00°29'39" E a distance of 21.76 feet to a point; thence with a bearing of S 34°33'36". E a distance of 20.62 feet to a point; thence with a bearing of S 13°58'47" W a distance of 15.25 feet to a *point*; thence with a bearing of S 28°41'57" E a distance of 15.98 feet to a point; thence with a bearing of S 20°15'08" W a distance of 26.01 feet to a point; thence with a bearing of S 47°23'10" W a distance of 35.33 feet to a point; thence with a bearing of S 26°07'48" E a distance of 14.49 feet to a point; thence with a bearing of S 12°43'49" W a distance of 43.09 feet to a point; thence with a bearing of S 27°12'36" E a distance of 4.74 feet to a point; thence with a bearing of S 07°36'08" E a distance of 40.85 feet to a point; thence with a bearing of S 18°01'12" E a distance of 20.32 feet to a point; thence with a bearing of S 03°07'04" W a distance of 40.36 feet to a point; thence with a bearing of S 48°31'10" W a distance of 21.54 feet to a point; thence with a bearing of N 52°00'37" W a distance of 15.77 feet to a point; thence with a bearing of S 51°30'08" W a distance of 38.37 feet to a *point*; thence with a bearing of S 35°24'47" W a distance of 37.95 feet to a point; thence with a bearing of S 77°31'31" W a distance of 28.80 feet to a point; thence with a bearing of S 55°42'34" W a distance of 47.64 feet to a point; thence with a bearing of S 22°57'50" W a distance of 28.20 feet to a *point*; thence with a bearing of S 50°52'01" W a distance of 21.66 feet to a point; thence with a bearing of S 80°50'46" W a distance of 26.41 feet to a point; thence with a bearing of N 69°36'16" W a distance of 29.59 feet to a point; thence with a bearing of S 74°41'11" W a distance of 16.28 feet to a point; thence with a bearing of S 13°07'11" W a distance of 38.05 feet to a point; thence with a bearing of S 14°33'23" E a distance of 18.08 feet to a point; thence with a bearing of S 14°33'06" E a distance of 1.65 feet to a point; thence with a bearing of S 14°33'23" E a distance of 17.28 feet to a point; thence with a bearing of S 14°33'25" E a distance of 4.29 feet to a point; thence with a bearing of S 05°40'38" W a distance of 42.36 feet to a point; thence with a bearing of S 31°00'14" W a distance of 39.98 feet to a point; thence with a bearing of S 00°04'45" E a distance of 29.87 feet to a point; thence with a bearing of S 52°21'32" W a distance of 41.91 feet to a point; thence with a bearing of S 16°59'55" W a distance of 32.70 feet to a point; thence with a bearing of S 71°40'06" E a distance of 40.19 feet to a point; thence with a bearing of S 13°36'24" W a distance of 44.65 feet to a point; thence with a bearing of S 29°22'44" W a distance of 29.28 feet to a point; thence with a bearing of S 10°21'40" E a distance of 47.65 feet to a point; thence with a bearing of S

24°05'39" W a distance of 24.56 feet to a *point*; thence with a bearing of S 49°08'55" E a distance of 9.14 feet to a *point*; thence with a bearing of S 30°48'35" E a distance of 78.74 feet to a *point*; thence with a bearing of S 23°00'23" W a distance of 43.42 feet to a *point*; thence with a bearing of S

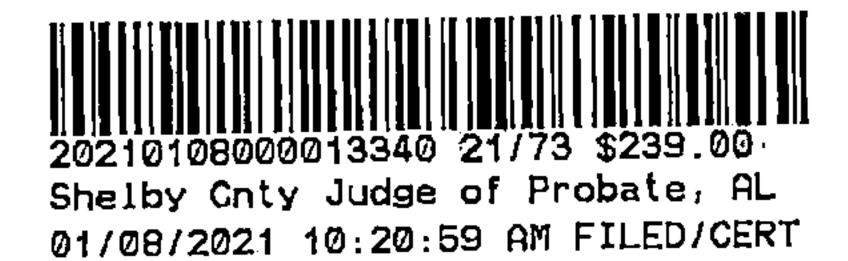


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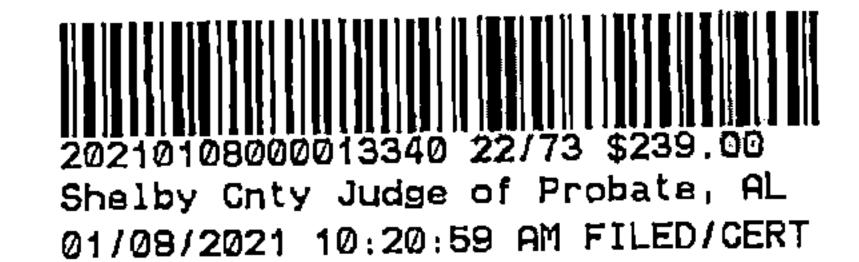
67°31'17" W a distance of 84.79 feet to a *point*; thence with a bearing of N 51°21'15" W a distance of 53.68 feet to a point; thence with a bearing of N 71°38'13" W a distance of 32.61 feet to a point; thence with a bearing of S 87°16'42" W a distance of 37.10 feet to a point; thence with a bearing of S 50°21'08" W a distance of 49.47 feet to a point; thence with a bearing of S 72°12'01" W a distance of 53.97 feet to a point; thence with a bearing of S 14°48'49" W a distance of 60.16 feet to a point; thence with a bearing of S 10°04'18" W a distance of 26.62 feet to a point; thence with a bearing of S 09°54'25" E a distance of 75.57 feet to a point; thence with a bearing of S 35°24'23" W a distance of 36.83 feet to a point; thence with a bearing of S 47°08'54" W a distance of 49.57 feet to a point; thence with a bearing of S 22°31'14" E a distance of 23.54 feet to a point; thence with a bearing of S 74°35'05" E a distance of 31.76 feet to a point; thence with a bearing of N 49°52'27" E a distance of 27.28 feet to a point; thence with a bearing of N 55°43'10" E a distance of 38.27 feet to a point; thence with a bearing of N 65°09'08" E a distance of 36.78 feet to a point; thence with a bearing of S 69°22'21" E a distance of 17.82 feet to a point; thence with a bearing of N 78°17'05" E a distance of 29.45 feet to a point; thence with a bearing of N 46°07'36" E a distance of 50.18 feet to a point; thence with a bearing of N 13°57'26" E a distance of 32.43 feet to a point; thence with a bearing of N 40°42'52" E a distance of 15.01 feet to a point; thence with a bearing of N 76°52'01" E a distance of 20.90 feet to a point; thence with a bearing of S 86°18'28" E a distance of 40.59 feet to a point; thence with a bearing of S 33°04'46" E a distance of 17.74 feet to a point; thence with a bearing of S 03°31'07" W a distance of 30.55 feet to a *point*; thence with a bearing of S 62°36'04" W a distance of 36.73 feet to a point; thence with a bearing of S 51°16'22" W a distance of 22.39 feet to a point; thence with a bearing of S 14°09'40" W a distance of 44.68 feet to a point; thence with a bearing of S 24°28'18" W a distance of 32.47 feet to a *point*; thence with a bearing of S 15°00'54" W a distance of 27.63 feet to a point; thence with a bearing of S 45°48'36" W a distance of 35.47 feet to a point; thence with a bearing of S 60°09'06" W a distance of 30.68 feet to a point; thence with a bearing of N 76°43'29" W a distance of 34.71 feet to a point; thence with a bearing of S 72°58'37" W a distance of 20.59 feet to a point; thence with a bearing of S 41°47'20" W a distance of 48.28 feet to a point; thence with a bearing of S 38°00'56" W a distance of 35.26 feet to a point; thence with a bearing of S 35°39'52" W a distance of 42.80 feet to a point; thence with a bearing of S 61°07'55" W a distance of 60.27 feet to a point; thence with a bearing of S 04°07'04" W a distance of 35.41 feet to a point; thence with a bearing of S 26°23'47" E a distance of 57.22 feet to a point; thence with a bearing of S 06°41'43" W a distance of 25.06 feet to a point; thence with a bearing of S 57°48'44" E a distance of 28.66 feet to a point; thence with a bearing of S 13°29'30" E a distance of 13.27 feet to a point; thence with a bearing of N 81°13'11" E a distance of 29.31 feet to a point; thence with a bearing of S 39°26'02" E a distance of 32.23 feet to a point; thence with a bearing of S 68°15'50" E a distance of 31.98 feet to a point; thence with a bearing of S 46°01'34" E a distance of 39.59 feet to a point; thence with a bearing of S 54°12'11" E a distance of 31.49 feet to a point; thence with a bearing of S 72°39'47" E a distance of 44.66 feet to a point; thence with a bearing of S 41°17'54" E a distance of 31.23 feet to a point; thence with a bearing of S 09°47'29" E a distance of 28.50 feet to a point; thence with a bearing of \$ 18°20'43" E a distance of 51.79 feet to a point; thence with a bearing of N 70°35'58" E a distance of 18.39 feet to a point; thence with a bearing of S 86°57'06" E a distance of 44.27 feet to a point; thence with a bearing of S 48°16'21" E a distance of 20.23 feet to a point; thence with a bearing of N 79°13'41" E a distance of 28.05 feet to a point; thence with a bearing of N 82°21'33" E a distance of 30.53 feet to a point; thence with a bearing of N 70°52'59" E a distance of 27.81 feet to a point; thence with a bearing of S 58°49'48" E a distance of 28.97 feet to a point; thence with a bearing of S 73°31'41" E a distance of 33.05 feet to a point; thence with a bearing of S 80°58'10" E a distance of 28.01 feet to a *point*; thence with a bearing of N 54°53'51" E a distance of 32.02 feet to a point; thence with a bearing of N 60°06'06" E a distance of 33.25 feet to a point; thence with a bearing of N 65°03'35" E a distance of 37.67 feet to a point; thence with a bearing of S 67°50'06" E a distance of 458.95 feet to a *point*; thence with a bearing of S 46°50'57" E a distance of





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241.09 feet to a point; thence with a bearing of S 79°43'26" E a distance of 218.99 feet to a point; thence with a bearing of S 52°05'48" E a distance of 165.84 feet to a point; thence with a bearing of S 36°24'29" E a distance of 139.90 feet to a point; thence with a bearing of S 67°41'17" E a distance of 274.80 feet to a point; thence with a bearing of S 52°15'01" E a distance of 90.85 feet to a point; thence with a bearing of S 34°59'41" E a distance of 402.94 feet to a point; thence with a bearing of S 23°19'16" E a distance of 163.88 feet to a point; thence with a bearing of S 12°41'39" E a distance of 326.99 feet to a point; thence with a bearing of S 11°36'28" W a distance of 361.38 feet to a point; thence with a bearing of S 15°49'14" E a distance of 306.97 feet to a point; thence with a bearing of S 00°08'34" W a distance of 267.15 feet to a point; thence with a bearing of S 49°33'45" W a distance of 810.16 feet to a point; thence with a bearing of S 21°16'55" E a distance of 183.01 feet to a point; thence with a bearing of S 05°44'24" E a distance of 99.35 feet to a point; thence with a bearing of S 12°59'11" W a distance of 93.99 feet to a point; thence with a bearing of S 19°22'36" W a distance of 340.22 feet to a point; thence with a bearing of S 40°18'36" W a distance of 704.30 feet to a point; thence with a bearing of S 29°06'06" W a distance of 127.34 feet to a point; thence with a bearing of S 36°40'06" W a distance of 204.46 feet to a point; thence with a bearing of S 46°54'19" W a distance of 160.54 feet to a point; thence with a bearing of S 63°44'37" W a distance of 166.17 feet to a point; thence with a bearing of S 86°53'10" W a distance of 682.20 feet to a point; thence with a bearing of S 26°58'55" W a distance of 334.83 feet to a point; thence with a bearing of S 61°55'21" W a distance of 548.71 feet to a point; thence with a bearing of N 30°49'11" W a distance of 73.95 feet to a point; thence with a bearing of N 20°13'16" W a distance of 109.64 feet to a point; thence with a bearing of N 07°52'41" W a distance of 143.46 feet to a point; thence with a bearing of N 17°33'19" E a distance of 522.26 feet to a point; thence with a bearing of N 46°13'48" E a distance of 267.75 feet to a point; thence with a bearing of N 15°41'08" W a distance of 745.47 feet to a point; thence with a bearing of N 02°08'35" W a distance of 452.77 feet to a point; thence with a bearing of N 32°52'21" E a distance of 162.48 feet to a point; thence with a bearing of N 25°51'23" W a distance of 312.13 feet to a point; thence with a bearing of N 59°37'04" E a distance of 230.33 feet to a point; thence with a bearing of S 58°09'03" E a distance of 107.91 feet to a point; thence with a bearing of S 40°43'39" E a distance of 276.42 feet to a point; thence with a bearing of S 03°23'01" E a distance of 164.32 feet to a point; thence with a bearing of S 26°32'30" W a distance of 221.73 feet to a point; thence with a bearing of S 01°10'03" W a distance of 325.07 feet to a point; thence with a bearing of S 30°21'03" E a distance of 335.87 feet to a point; thence with a bearing of S 07°05'42" W a distance of 164.52 feet to a point; thence with a bearing of S 26°15'50" E a distance of 206.02 feet to a point; thence with a bearing of N 79°42'54" E a distance of 641.37 feet to a point; thence with a bearing of N 27°54'33" E a distance of 424.57 feet to a point; thence with a bearing of N 41°52'22" E a distance of 538.58 feet to a point; thence with a bearing of N 41°01'10" W a distance of 177.20 feet to a point; thence with a bearing of N 12°51'42" W a distance of 186.57 feet to a point; thence with a bearing of N 08°54'52" E a distance of 205.87 feet to a point; thence with a bearing of N 45°14'58" E a distance of 230.27 feet to a point; thence with a bearing of N 52°24'11" E a distance of 616.21 feet to a point; thence with a bearing of N 11°12'43" W a distance of 335.81 feet to a point; thence with a bearing of N 01°47'25" W a distance of 101.04 feet to a point; thence with a bearing of N 24°23'39" E a distance of 205.68 feet to a point; thence with a bearing of N 10°40'11" W a distance of 261.18 feet to a point; thence with a bearing of N 52°26'11" W a distance of 203.78 feet to a point; thence with a bearing of N 47°52'32" W a distance of 210.06 feet to a point; thence with a bearing of N 55°05'49" W a distance of 169.40 feet to a point; thence with a bearing of N 70°52'55" W a distance of 395.00 feet to a point; thence with a bearing of N 64°31'00" W a distance of 517.34 feet to a point; thence with a bearing of N 77°54'16" W a distance of 471.92 feet to a point; thence with a bearing of N 67°12'55" W a distance of 328.03 feet to a point; thence with a bearing of N 67°12'55" W a distance of 122.28 feet to a point; thence with a bearing of N 18°24'13" W a distance of 199.04 feet to a point; thence with a bearing of S 73°21'51" W a distance of 124.69 feet to a point; thence with a bearing of S 23°32'30" E a distance of 57.99 feet to a point;





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Shelby Cnty Judge of Probate, AL

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thence with a bearing of S 08°09'26" W a distance of 114.31 feet to a point; thence with a bearing of S 09°37'04" W a distance of 369.57 feet to a point; thence with a bearing of S 47°18'48" W a distance of 158.96 feet to a point; thence with a bearing of S 76°06'11" W a distance of 86.74 feet to a point; thence with a bearing of N 60°44'20" W a distance of 140.30 feet to a point; thence with a bearing of N 10°33'58" E a distance of 313.51 feet to a point; thence with a bearing of N 28°51'16" E a distance of 150.86 feet to a point; thence with a bearing of N 67°47'02" W a distance of 558.00 feet to a point; thence with a bearing of S 30°41'00" W a distance of 122.31 feet to a point; thence with a bearing of S 43°26'58" W a distance of 267.69 feet to a point; thence with a bearing of S 65°44'53" W a distance of 108.92 feet to a point; thence with a bearing of S 73°50'08" W a distance of 117.54 feet to a point; thence with a bearing of S 86°22'13" W a distance of 154.42 feet to a point; thence with a bearing of S 24°46'23" W a distance of 496.71 feet to a *point*; thence with a bearing of N 76°33'44" W a distance of 412.19 feet to a point; thence with a bearing of N 05°43'30" W a distance of 902.03 feet to a point; thence with a bearing of N 48°54'56" E a distance of 55.41 feet to a point; thence with a bearing of N 67°49'39" E a distance of 94.80 feet to a point; thence with a bearing of S 78°48'25" E a distance of 141.94 feet to a point; thence with a bearing of S 59°29'34" E a distance of 194.90 feet to a point; thence with a bearing of S 55°15'45" E a distance of 359.77 feet to a point; thence with a bearing of N 88°01'33" E a distance of 175.03 feet to a point; thence with a bearing of N 36°36'10" E a distance of 373.83 feet to a point; thence with a bearing of N 65°53'08" E a distance of 76.15 feet to a point; thence with a bearing of N 87°01'17" E a distance of 178.71 feet to a point; thence with a bearing of S 73°45'24" E a distance of 220.23 feet to a point; thence with a bearing of S 88°06'20" E a distance of 330.98 feet to a point; thence with a bearing of N 73°45'05" E a distance of 139.57 feet to a point; thence with a bearing of N 00°19'53" W a distance of 72.85 feet to a point; thence with a bearing of N 36°57'09" W a distance of 120.10 feet to a point; thence with a bearing of N 20°04'00" W a distance of 125.76 feet to a point; thence with a bearing of N 08°24'42" W a distance of 243.99 feet to a point; thence with a bearing of N 05°16'09" W a distance of 283.45 feet to a point; thence with a bearing of N 17°02'14" E a distance of 147.80 feet to a point; thence with a bearing of N 35°54'19" E a distance of 131.74 feet to a point; thence with a bearing of N 37°09'32" E a distance of 111.52 feet to a point; thence with a bearing of N 55°39'41" E a distance of 260.09 feet to a point; thence with a bearing of N 13°38'30" E a distance of 296.71 feet to a point; thence with a bearing of N 52°42'17" E a distance of 170.77 feet to a point; thence with a bearing of N 38°39'02" E a distance of 243.47 feet to a point; thence with a bearing of N 61°15'14" E a distance of 69.26 feet to the POINT OF BEGINNING.

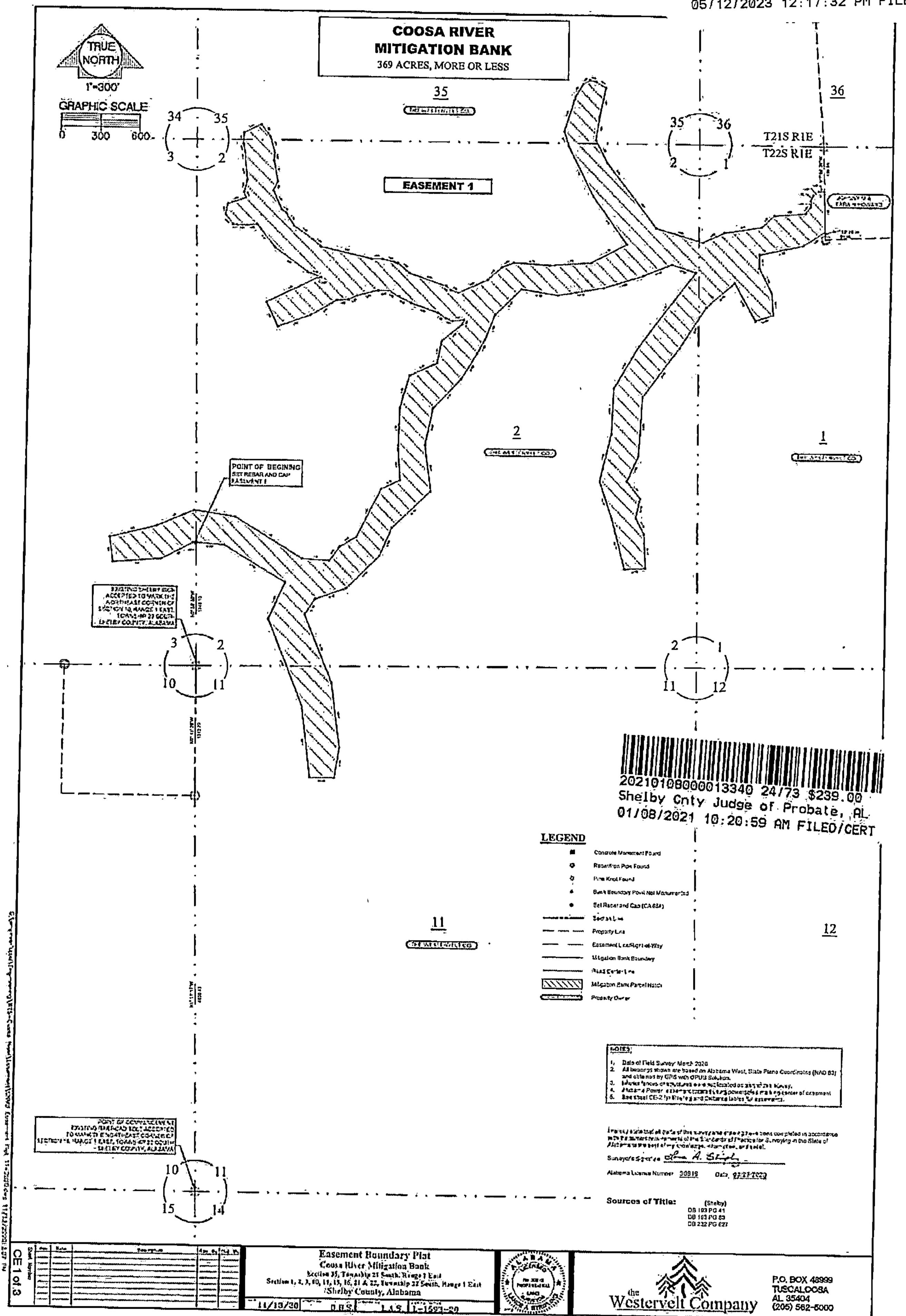
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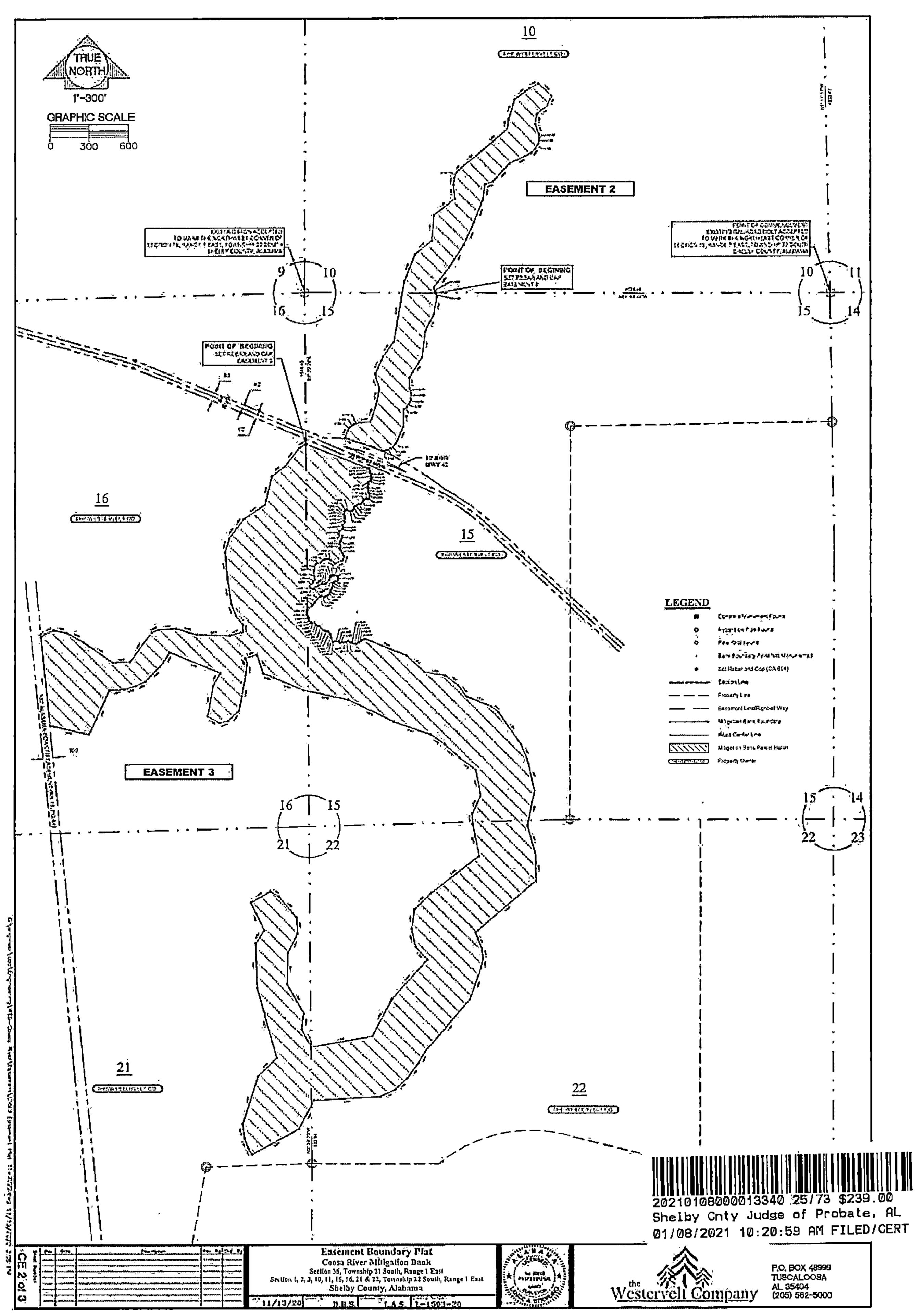


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Shelby Cnty Judge of Probate, AL 01/08/2021 10:20:59 AM FILED/CERT

Security Comp

Ratement Boundary Plut

Coosa River Millgation Bank
Section 35, Township 21 South, Range 1 East
Section 1, 2, 3, 10, 11, 15, 16, 21 & 22, Township 22 South, Range 1 East
Shelley County, Alabama 11/13/20 LAS 1-1593-20





P.O. BOX 48999 TUSCALOGSA AL 35404 (205) 582-5000