

This instrument prepared by:
Jack P. Stephenson, Jr.
Burr & Forman
420 N. 20th Street, Suite 3000
Birmingham, Alabama 35203
(205) 458-5201

STATE OF ALABAMA)
SHELBY COUNTY)

LAKE EASEMENT AGREEMENT

THIS LAKE EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into by and between Eddleman Lands, LLC, an Alabama limited liability company ("Eddleman Lands"), and Hargis Christian Camp, Inc., an Alabama non-profit corporation ("Hargis").

RECITALS:

Eddleman Lands has leased approximately 18.75 acres of land with improvements to Hargis for recreational and religious activities, including the operation of a children's camp (the "Camp"), under the terms and conditions of the Ground Lease and Purchase Option Agreement between Eddleman Lands and Hargis, dated December 8, 2021 (the "Lease Agreement"). The property subject to the Lease Agreement is more particularly described on Exhibit A to this Easement Agreement and is referred to as the "Premises". Eddleman Lands owns the land underlying the lake abutting the Premises (the "Lake"), which land is more particularly described on Exhibit B to this Easement Agreement. The Lease Agreement provided Hargis the right to use the Lake.

Hargis has purchased the Premises from Eddleman Lands pursuant to the purchase option set forth in the Lease Agreement (the "Purchase Option"), at which time the Lease Agreement terminated. The Purchase Option requires Eddleman Lands to grant to Hargis a non-exclusive easement to use the Lake for the benefit of the Premises upon the purchase of the Premises by Hargis. Eddleman Lands and Hargis have entered into this Easement Agreement to evidence the mutually acceptable terms and conditions of the easement for the use of the Lake as required under the Purchase Option.

AGREEMENT:

NOW, THEREFORE, These Premises Considered and in consideration of the mutual covenants and undertakings of the parties as herein set forth, the undersigned parties hereby agree as follows:

1. Eddleman Lands hereby gives, grants and conveys to Hargis, its successors and assigns (the "Owner"), the following a non-exclusive right, privilege and easement to use and enjoy the Lake for recreational purposes. The easements herein granted shall be for the benefit of Owner as the owner of the Premises and its successors in interest in the Premises and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees and other invitees (collectively, the "Grantee Users"). The rights granted pursuant to this Section 1 are and shall be permanent and perpetual, and are appurtenant to and shall pass and run with title to the Premises. The rights granted hereunder with respect to the Lake are expressly subject to the rights reserved by Eddleman Lands with respect to the use of the Lake under Section 2 below and with respect to the regulation of the use of the Lake under Section 3 below.

2. Eddleman Lands hereby reserves for itself and its respective successors and assigns and for their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, employees, agents and other invitees, the non-exclusive right to use and enjoy the Lake in common with the Grantee Users. Eddleman Lands does hereby reserve for itself and its successors and assigns, the right, but not the obligation, to grant to other persons a nonexclusive right and license to use the Lake in common with the use of the Lake by the Grantee Users.

3. Hargis covenants and agrees that Eddleman Lands, its successors and assigns, their respective members and immediate family members and the owners of the four (4) properties adjcant to the Lake Hargis that are commonly referred to as acreage along Hargis Drive running to the dam and Tracts 1-1, 1-2 and 1-3 lying between Hargis Lake and Pine Mountain Trail shall have right to use and enjoy the Lake shall have the the right and license (a) to have ingress and egress to and from the Lake over and across the roads and boat launch on the Premises, (b) to use the parking lot on the Premises for parking of vehicles used to provide such ingress and egress, and (c) to use the boat launch area on the Premises for individuals and watercraft to enter and exit the Lake (the rights described in subparagraphs (a), (b) and (c) of this paragraph are herein referred to as "Access Rights"); provided that the exercise of the Access Rights shall not unreasonably interfere with the operations of the Camp and the safety of the invitees of Owner at the Camp. Hargis shall have the right to regulate and police the use of the Access Rights on the Premises by establishing, modifying and enforcing reasonable rules to promote safety on the Premises and to ensure the use of the Access Rights in harmony with the operations of the Camp on the Premises.

4. Eddleman Lands does hereby reserve for itself and its successors and assigns, the right, but not the obligation, to regulate, control and police the use of the Lake and from time to time to establish, modify and enforce reasonable rules and regulations regarding the use of the Lake, and the method, time and location, and other matters reasonably related to the use of the Lake, including without limitation, with respect to the following:

(i) restrictions and limitations on swimming in the Lake; the term swimming shall be deemed to include, without limitation, any entry of a person into the Lake whether from the shore, boat or platform and any use of a floating device other than a watercraft that is permitted under (ii) below;



(ii) restrictions and limitations as to the size, type and activities of boats or other watercraft, if any, that may be permitted in or on the Lake and limitations and restrictions on the type and size of motors powering the permitted watercraft;

(iii) limitations and restrictions on the location, construction and design of piers, jetties, storage facilities, launches or other similar structures, if any, that may extend into any portion of the Lake; and

(iv) limitations and restrictions on fishing in the Lake.

5. (a) Eddleman Lands reserves for itself and their respective successors and assigns, the exclusive right to maintain, repair and restore the Lake, including any dams, spillways, culverts, retention ponds and other improvements supporting the Lake; provided that the Owner of the Premises shall maintain in clean, neat and good repair the land and improvements on the Premises that are visible from the Lake. Subject to Section 5(b) and Section 5(d) below, Eddleman Lands and the Owner of the Premises and their respective successors and assigns, shall share in the cost of maintaining and repairing the Lake and supporting improvements which shall include, without limitation, costs and expenses described on Exhibit C reasonably incurred for the maintenance, repair and restoration of the Lake and supporting improvements in the following percentages: Eddleman Lands -50% and Owner of Premises - 50%.

(b) In the event either Eddleman Lands or an affiliate purchases the land owned by Hargis Daffodil Hills Foundation that is described in the Real Estate Purchase and Sale Agreement recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20220729000297660 as amended by the First Amendment Agreement recorded in said Probate Office as Instrument No, 20220729000297670, then the percentages for the sharing of maintenance expenses shall be adjusted based on the ratio that the number of feet fronting the Lake owned by each of the Owner and Eddleman Lands (or an affiliate) bears to the total feet fronting the Lake owned by all of them.

(c) In the event that Eddleman Lands or an affiliate shall create one or more owners' associations whose members include owners of land fronting the Lake (a "Properties Association" or, if more than one, the "Properties Associations"), and the Properties Association has the right and power to levy, collect and enforce the collection of assessments from its owners or members for, among other things, the care, maintenance, repair and restoration of the Lake, and the Properties Association or the Properties Associations assume in writing all or part of the obligations of Eddleman Lands under Section 5(a) and Section 5(b) above, including without limitation, the maintenance of the Lake, Eddleman Lands and its successors and assigns shall have no further obligations or liability under this Section 5 to the extent such obligations or liability are assumed by the Properties Associations and all notices and other communications required to be made to Eddleman Lands with respect to the assumed obligations shall be made or delivered to the Properties Associations.

(d) So long as the Premises is being used for the operation of the Camp, Eddleman Lands, or its successor or assign (the "Eddleman Grantor"), may at its option convey



to the Owner all of its right title and interest in and to the land underlying the Lake (the "Lake Land"), subject to easements and restrictions of record and this Easement Agreement. The deed conveying the Lake Land to Owner shall provide that Owner shall succeed to the rights and obligations of Eddleman Lands under this Easement Agreement except that (i) the deed shall reserve for Eddleman Lands or the Eddleman Grantor, as applicable, the right to use and access the Lake as provided in Section 3 and Section 4 hereof, and (b) Eddleman Lands or the Eddleman Grantor, as applicable, shall be relieved of any liability or responsibility for the maintenance, care, repair and restoration of the Lake under this Section 5.

6. Eddleman Lands agrees to pay, prior to delinquency, ad valorem taxes and assessments levied against the real property underlying the Lake directly to the appropriate taxing authorities. If Eddleman Lands fails to pay any such tax or assessment, as herein required prior to delinquency, then Owner may, but shall not be required to, pay such tax, assessment or premium, and, upon submission of a written statement demanding reimbursement together with a receipt for such payment, the Owner shall be entitled to reimbursement from Eddleman Lands for all such amounts expended.

7. The Grantee Users shall access the Lake to and from the Premises only. The Grantee Users shall have no right to enter in, on, or upon, any other property abutting the Lake.

8. No covenant, condition or restriction set forth in this Easement Agreement is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

9 Eddleman Lands and Owner shall maintain commercial general liability insurance on the Lake and the use thereof in such amount as is reasonably acceptable to Eddleman. Each of Eddleman Lands and Owner will provide to the other a description of its insurance coverage on request. Each of Eddleman Lands and Owner shall cause the other party to be named as an additional insured on the insurance policy providing such coverage.

10. In the event that any party shall fail to perform or breach any covenants or restrictions imposed upon such person under this Easement Agreement (the "Defaulting Party"), then, in any such event, any party to this Easement Agreement not in default (the "Affected Party"), in addition to all other remedies it may have at law or in equity, after thirty (30) days' prior written notice to the Defaulting Party (or in the event of an emergency, after such notice that is reasonable in the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall promptly reimburse the Affected Party for the costs incurred and paid in curing said default together with interest at a rate equal to two percent (2%) above the prime rate published in the Wall Street Journal, to float and be adjusted on the first business day of each calendar month, from date of payment until paid in full. In addition, any Affected Party shall have the right to pursue any available remedies at law or in equity, and any costs of any said proceeding, including attorneys' fees in a reasonable amount, shall be paid by the Defaulting Owner.

11. In the event that the Premises is no longer used for the operation of a children's camp, Eddleman Lands may, at its option, terminate this Easement Agreement and all of the

rights granted hereunder; provided that Eddleman Lands shall have no right to terminate this Easement Agreement without first giving Owner notice and the opportunity to cure by entering into a written agreement with Eddleman restricting the use of the Premises to a use acceptable to Eddleman Lands, in its sole discretion, within ninety (90) days after such notice. If Owner and Eddleman Lands fail to enter into an agreement for an acceptable use during such ninety (90) day cure period, Eddleman Lands shall have the right to terminate the rights granted hereunder. This right to terminate the Easement Agreement under this Section 11 is in addition to the remedies set forth in Section 10 and no exercise of the remedies in Section 10 or this Section 11 shall limit any remedy otherwise available to a party to this Easement Agreement.

12. (a) The easements granted hereby shall be used solely for recreational purposes, and the responsibility of Eddleman Lands and Owner and their respective successors and assigns for liability for injury or damage to persons (including death) or property is intended to be limited by Section 35-15-1, et seq. of the Code of Alabama (1975) (the "Statute"). However, in the event the Statute is deemed inapplicable to Eddleman Lands and Owner or their respective successors and assigns with regard to the Lake, any Grantee User, by use of the Lake under this Easement Agreement, covenants and agrees that neither Eddleman Lands nor Owner nor their respective successors and assigns shall have any duty of care to keep the Lake safe for entry and use by such persons, or to give any warning of hazardous conditions, use of structures or activities on or about the Lake to any person entering the Lake; and Eddleman Lands and Owner and their respective successors and assigns shall have no liability for any injury to persons (including death) or property caused by any act or omission of Eddleman Lands or any other person or relating to or arising out of the use of the Lake by any person.

(b) Notwithstanding Section 12(a) above, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lake to the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Easement Agreement shall be strictly limited to, and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective successors and assigns and their agents, employees, lessees, sublessees, contractors, subcontractors, licensees, invitees and guests. Nothing contained in this Easement Agreement, express or implied, shall confer upon any other person or entity any rights or remedies under or by reason of this Easement Agreement.

13. The covenants and agreements herein contained shall be covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Any reference to "Eddleman Lands" under this Easement Agreement shall mean and refer to any successor or assign of rights and obligations of Eddleman Lands hereunder and any reference to "Owner" under this Easement Agreement shall mean and refer to Hargis and any successor or assign of Hargis's rights and obligations hereunder.

14. All notices, requests, demands or other communications required or permitted under this Easement Agreement shall be in writing and delivered either: (i) personally; (ii) by U.S. mail, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex), addressed as follows:



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If to Eddleman Lands: Eddleman Lands LLC.
2700 US Highway 280, Suite 425
Birmingham, Alabama 35223
Attn: Douglas D. Eddleman

If to Hargis: Hargis Christian Camp, Inc.
928 Hargis Drive
Chelsea, Alabama 35043

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the third (3rd) business day following deposit with the United States Mail with postage prepaid, or when delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 14.

15. The easements, covenants and provisions of this Easement Agreement may be terminated or amended by a written instrument executed Eddleman Lands and Owner; provided that no such termination or amendment shall unreasonably interfere with the use of the Lake as herein provided, unless agreed to by any mortgagee with respect to the Premises. Such amendment or termination shall be effective upon filing said instrument in the Probate Office of Shelby County, Alabama.

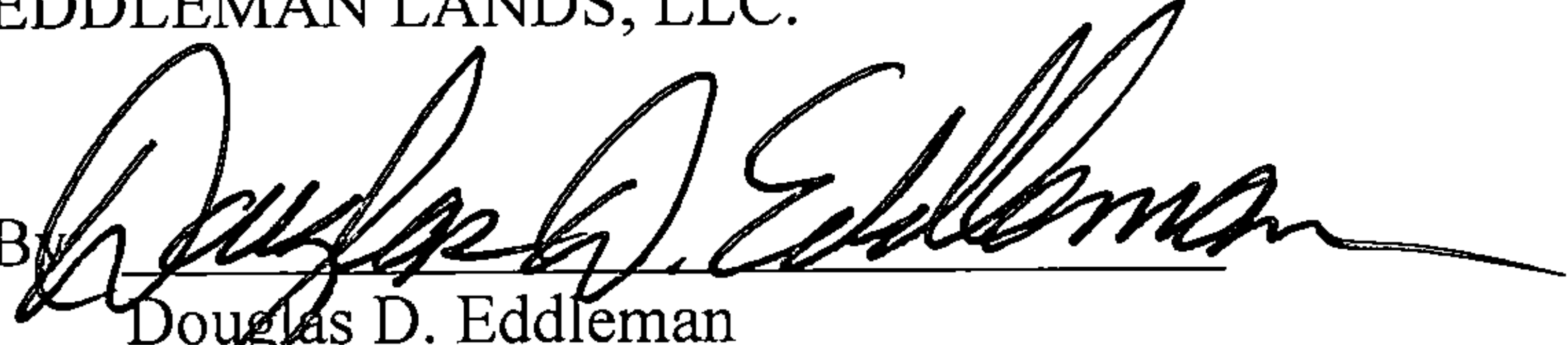
[Signatures on following page]



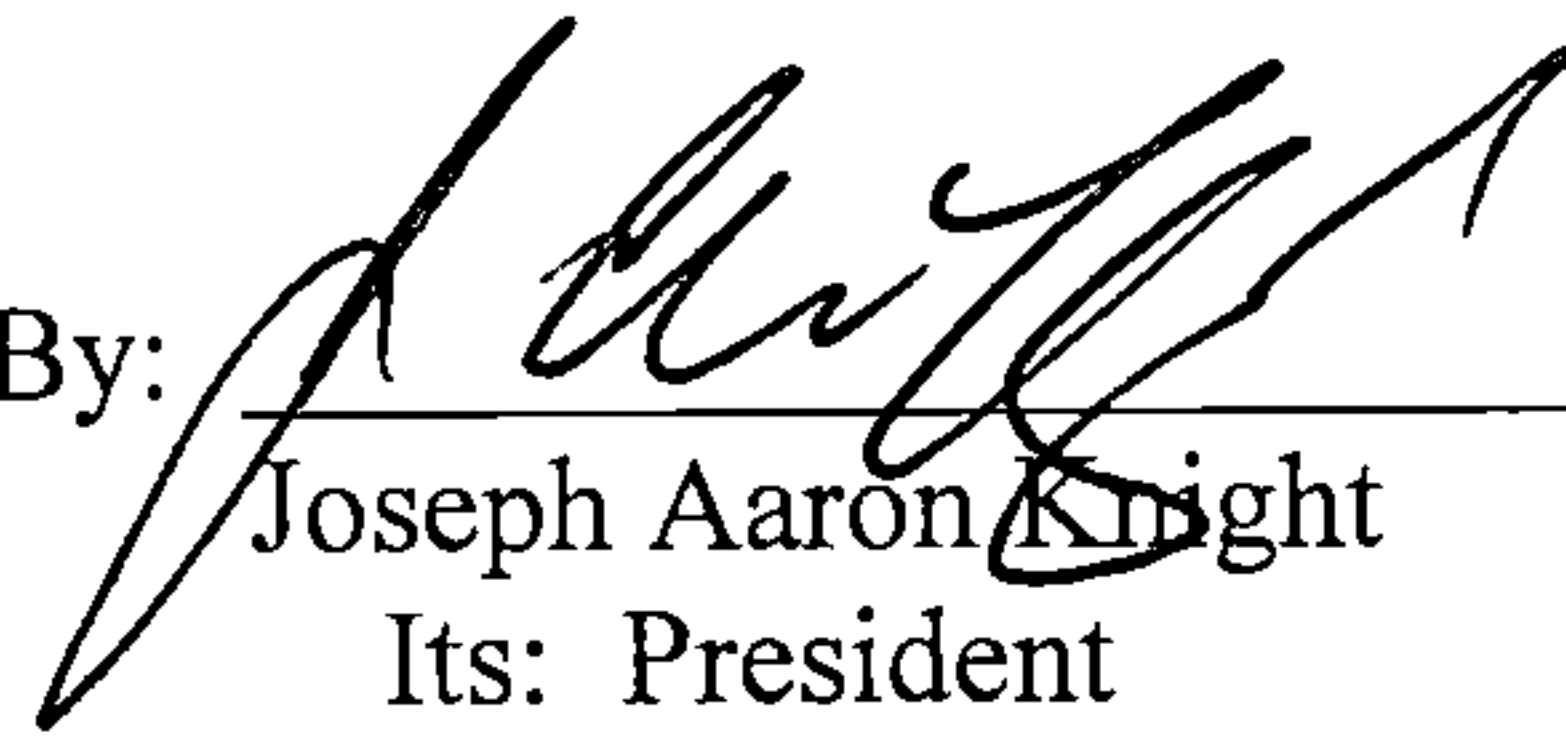
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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused this Lake Easement Agreement to be duly executed this 25th day of January, 2024.

EDDLEMAN LANDS, LLC.

By: 
Douglas D. Eddleman
Its: Manager/Member

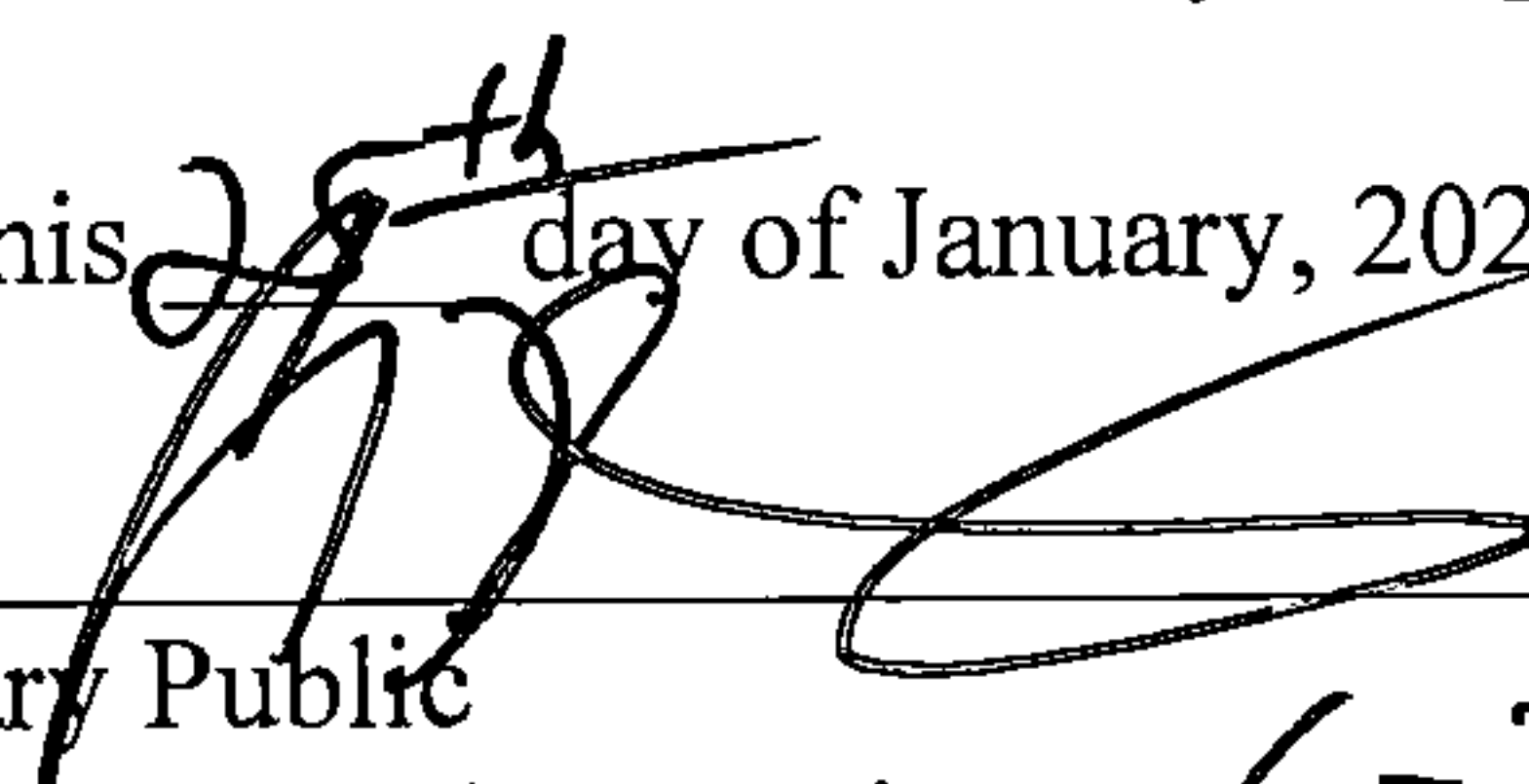
HARGIS CHRISTIAN CAMP, INC.

By: 
Joseph Aaron Knight
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

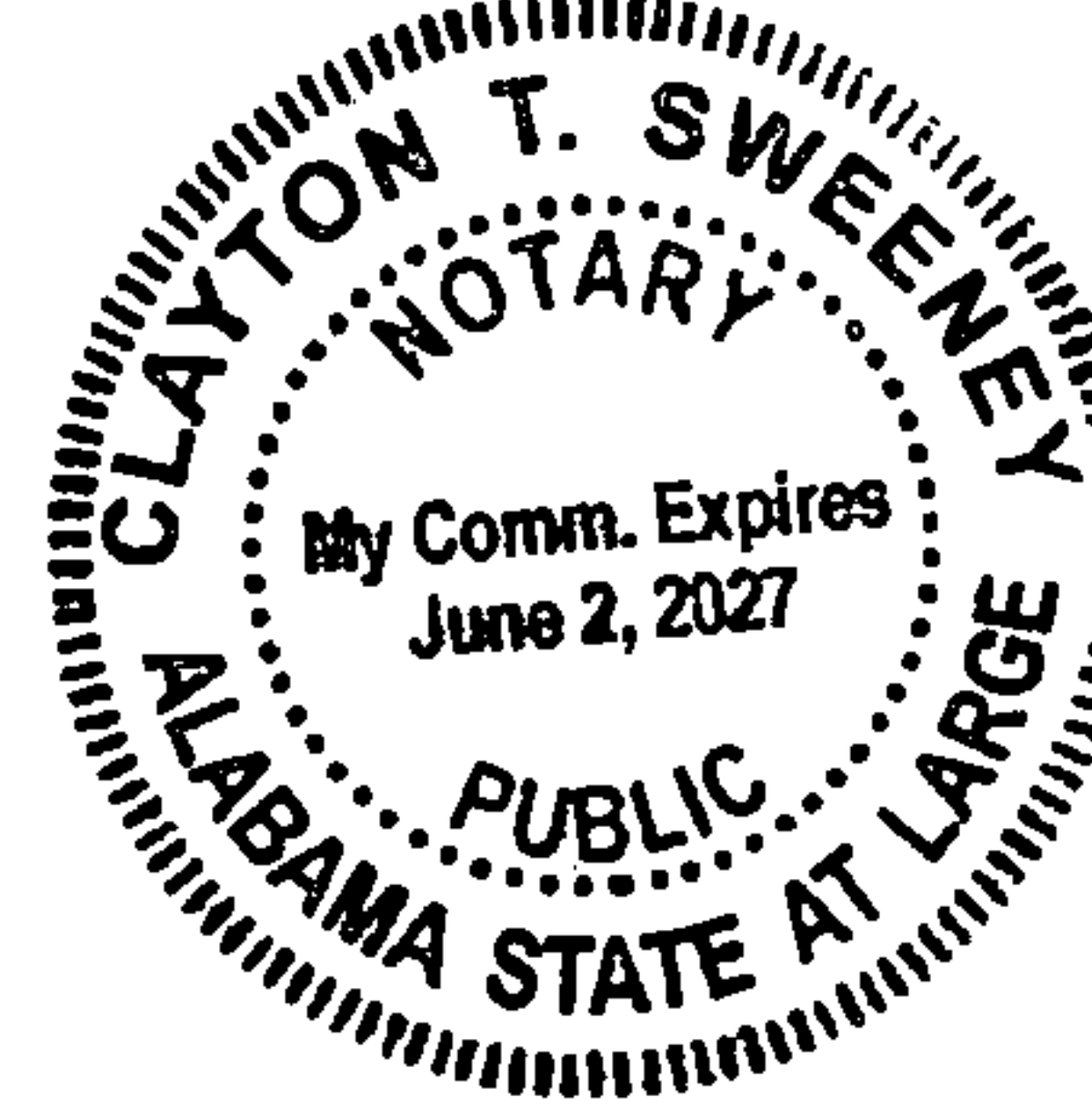
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Manager/Member of Eddleman Lands, LLC, an Alabama limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, he, as such Manager/Member, 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 of office, this 25th day of January, 2024.



Notary Public

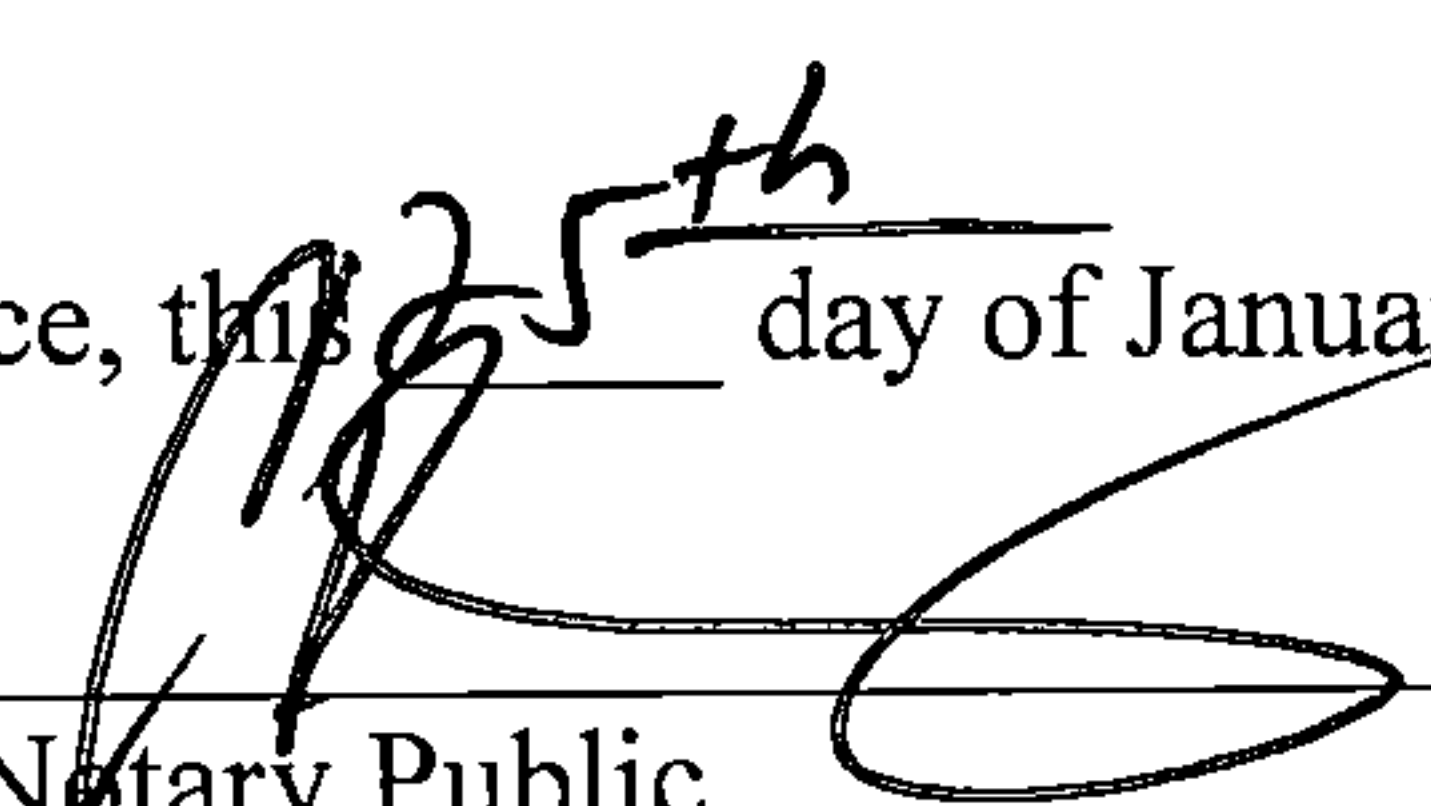
My Commission Expires: 6-2-2027



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph Aaron Knight, whose name as President of Hargis Christian Camp, Inc., an Alabama non-profit corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, 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 of office, this 25th day of January, 2024.



Notary Public

My Commission Expires: 6-2-2027



EXHIBIT A

DESCRIPTION OF PREMISES

PARCEL M-3:

A parcel of land located in the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at a 1/2" rebar in place being the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place, said point being the Point of Beginning; from this beginning point thence proceed North 85° 34' 12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10" West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 50° 37' 15" East for a distance of 379.52 feet; thence proceed South 47° 04' 39" East for a distance of 117.17 feet to a 1/2" rebar in place; thence proceed North 53° 05' 56" East for a distance of 356.37 feet; thence proceed North 57° 08' 25" East for a distance of 318.68 feet to a 1/2" rebar in place; thence proceed North 04° 36' 25" East for a distance of 16.67 feet; thence proceed North 72° 06' 48" East along the shoreline of said Hargis Lake for a distance of 52.18 feet; thence proceed North 79° 53' 24" East along the shoreline of said Hargis Lake for a distance of 36.30 feet; thence proceed South 69° 38' 06" East along the shoreline of said Hargis Lake for a distance of 15.92 feet; thence proceed South 07° 04' 36" East along the shoreline of said Hargis Lake for a distance of 31.51 feet; thence proceed South 02° 06' 58" East along the shoreline of said Hargis Lake for a distance of 15.24 feet;



thence proceed South 47°14'22" West along the shoreline of said Hargis Lake for a distance of 10.98 feet; thence proceed South 85°16'45" West along the shoreline of said Hargis Lake for a distance of 38.34 feet; thence proceed North 63°22'54" West along the shoreline of said Hargis Lake for a distance of 41.69 feet; thence proceed South 84°14'29" West along the shoreline of said Hargis Lake for a distance of 24.52 feet; thence proceed South 49°12'41" West along the shoreline of said Hargis Lake for a distance of 15.80 feet; thence proceed South 13°06'30" West along the shoreline of said Hargis Lake for a distance of 46.00 feet; thence proceed South 17°49'27" East along the shoreline of said Hargis Lake for a distance of 39.15 feet; thence proceed South 47°20'40" East along the shoreline of said Hargis Lake for a distance of 21.19 feet; thence proceed South 58° 56' 14" East along the shoreline of said Hargis Lake for a distance of 49.91 feet; thence proceed South 25°43'53" East along the shoreline of said Hargis Lake for a distance of 29.21 feet; thence proceed South 05°33'22" East along the shoreline of said Hargis Lake for a distance of 92.74 feet; thence proceed South 72°11'42" East along the shoreline of said Hargis Lake for a distance of 21.39 feet; thence proceed North 89°39'05" East along the shoreline of said Hargis Lake for a distance of 16.35 feet; thence proceed North 61° 18' 17" East along the shoreline of said Hargis Lake for a distance of 79.91 feet; thence proceed South 66°41'23" East along the shoreline of said Hargis Lake for a distance of 21.10 feet; thence proceed South 21°49'51" East along the shoreline of said Hargis Lake for a distance of 65.11 feet; thence proceed South 36°31'28" East along the shoreline of said Hargis Lake for a distance of 73.53 feet; thence proceed South 73°39'21" East along the shoreline of said Hargis Lake for a distance of 73.03 feet; thence proceed South 77°45'29" East along the shoreline of said Hargis Lake for a distance of 108.40 feet; thence proceed South 84°40'03" East along the shoreline of said Hargis Lake for a distance of 127.22 feet; thence proceed South 89°27'50" East along the shoreline of said Hargis Lake for a distance of 188.73 feet; thence proceed South 00°48'37" West for a distance of 101.34 feet; thence proceed South 42°12'06" West for a distance of 328.55 feet to the Point of Beginning.



EXHIBIT B

DESCRIPTION OF LAKE

Lake Hargis lying in the East 1/2 of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama:

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 07°07'06" West along the West line of said 1/4 - 1/4 Section for 458.11 feet to the Point of Beginning; thence run North 89°27'50" West for 65.69 feet; thence run North 84°40'03" West for 127.22 feet; thence run North 77°45'29" West for 108.40 feet; thence run North 73°39'21" West for 73.03 feet; thence run North 36°31'28" West for 73.53 feet; thence run North 21°49'51" West for 65.11 feet; thence run North 66°41'23" West for 21.10 feet; thence run South 61°18'17" West for 79.91 feet; thence run South 89°39'05" West for 16.35 feet; thence run North 72°11'42" West for 21.39 feet; thence run North 05°33'22" West for 92.74 feet; thence run North 25°43'53" West for 29.21 feet; thence run North 58°56'14" West for 49.91 feet; thence run North 47°20'40" West for 21.19 feet; thence run North 17°49'27" West for 39.15 feet; thence run North 13°06'30" East for 46.00 feet; thence run North 49°12'41" East for 15.80 feet; thence run North 84°14'29" East for 24.52 feet; thence run South 63°22'54" East for 41.69 feet; thence run North 85°16'45" East for 38.34 feet; thence run North 47°14'22" East for 10.98 feet; thence run North 02°06'58" West for 15.24 feet; thence run North 07°04'36" West for 31.51 feet; thence run North 69°38'06" West for 15.92 feet; thence run South 79°53'24" West for 36.30 feet; thence run South 72°06'48" West for 52.18 feet; thence run North 04°36'25" East for 465.71 feet; thence run North 72°42'12" East for 14.62 feet; thence run South 53°07'30" East for 150.02 feet; thence run South 84°39'44" East for 142.50 feet; thence run North 72°13'01" East for 54.47 feet; thence run North 63°40'00" East for 52.28 feet; thence run South 42°20'17" East for 70.63 feet; thence run South 80°08'59" East for 72.51 feet; thence run South 54°25'52" East for 110.27 feet; thence run South 55°56'29" East for 96.95 feet; thence run South 40°53'32" East for 112.49 feet; thence run South 67°36'30" East for 47.23 feet; thence run North 51°17'18" East for 69.07 feet; thence run North 08°05'51" West for 97.89 feet; thence run North 48°25'43" East for 67.86 feet; thence run South 63°11'27" East for 80.40 feet; thence run South 45°27'00" East for 45.66 feet; thence run North 72°18'47" East for 52.75 feet; thence run North 03°24'21" East for 90.05 feet; thence run North 44°44'21" East for 56.87 feet; thence run South 39°04'20" East for 48.97 feet; thence run North 48°47'20" East for 46.19 feet; thence run North 58°12'25" East for 97.57 feet; thence run North 75°52'25" East for 136.62 feet; thence run North 55°31'41" East for 258.40 feet; thence run North 63°08'43" East for 142.85 feet; thence run South 70°00'00" East for 30.00 feet; thence run South 20°00'00" East for 20.00 feet; thence run South 06°12'53" East for 37.01 feet; thence run South 19°59'08" West for 45.34 feet; thence run South 63°20'32" West for 115.09 feet; thence run South 34°42'59" West for 189.15 feet; thence run South 62°11'49" West for 131.45 feet; thence run South 61°31'42" West for 104.77 feet; thence run South 54°50'02" West for 80.34 feet; thence run South 21°15'44" West for 52.27 feet; thence run South 42°24'09" West for 106.58 feet; thence run South 56°04'35" West for 120.99 feet; thence run South 42°19'32" West for 117.64 feet; thence run South 23°24'46" West for 108.24 feet; thence run South 04°00'28" East for 79.01 feet; thence run South 09°04'02" East for 108.27 feet; thence run South 18°45'29" East for 59.50 feet; thence run South 46°13'41" West for 83.87



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feet; thence run North $73^{\circ}09'41''$ West for 193.54 feet; thence run North $89^{\circ}27'50''$ West for 123.03 feet to the Point of Beginning.



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EXHIBIT C

BUDGET ITEMS FOR MAINTENANCE OF LAKE

1. Stocking with Fish
2. Fertilization
3. Dam Maintenance and Repair
4. Dam Inspections
5. Fishery Management
6. Dredging
7. Water Quality Management
8. Environmental Compliance
9. Vegetation Control
10. Tree Removal & Pruning
11. Electricity
12. Pest Control
 - Trapper for beavers, otters & muskrat removals and other animals.
13. Recreational Facilities Maintenance
 - Upkeep of docks, piers, and boat ramps.
14. Emergency Preparedness Funding
15. Natural Disaster Assessments
16. Special Assessment Expense