

Upon recording return to:

Pam Bowser
12276 San Jose Blvd., Suite 739
Jacksonville FL 32223

423-235000794

ACCESS, GRADING AND UTILITY EASEMENT AGREEMENT

THIS ACCESS, GRADING AND UTILITY EASEMENT AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into on the 15 day of March, 2023, by and between **STARS & STRIPES 3V, LLC**, an Alabama limited liability company (hereinafter referred to as "Stars & Stripes") and **D.R. HORTON, INC. - BIRMINGHAM**, an Alabama corporation (hereinafter referred to as "DR Horton"; DR Horton and Stars & Stripes are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, DR Horton is the owner of certain real property located in Shelby County, Alabama, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "DR Horton Property").

WHEREAS, Stars & Stripes is the owner of that certain real property located in Shelby County, Alabama, and being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Stars & Stripes Property"), which is contiguous to the DR Horton Property; and

WHEREAS, the Parties desire to establish certain easements to benefit the Stars & Stripes Property and burden the DR Horton Property, as more particularly set forth herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant, Conveyance, Creation and Declaration of Access, Grading and Utility Easement
DR Horton hereby grants, conveys, declares, creates, imposes and establishes for the benefit of Stars & Stripes and the Stars & Stripes Property, a non-exclusive easement over, through, upon,

across, above and under that portion of the DR Horton Property more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein (the "Easement Area") for: (a) vehicular and pedestrian access, ingress and egress to and from the Stars & Stripes Property and Shelby County Highway 22; (b) installing, altering, repairing, replacing and maintaining utilities serving the Stars & Stripes Property or any portion thereof, including, but not limited to, gas, water, storm, sewer, telephone, electricity, cable systems, security systems, or any other utility which Stars & Stripes might decide to have installed to serve the Stars & Stripes Property (the "Utility Facilities"); and (c) grading, sloping, and paving the Easement Area as needed to facilitate exercise of its rights hereunder (collectively, the "Easement"), in accordance with those certain Land Disturbance Plans for Aberdeen Subdivision, now or hereafter approved under permit # 24-00124, subject to such modifications as may be required by the applicable governing authority(ies) from time to time, or as may otherwise be agreed to in writing by the Parties. This Easement shall include, without limitation, the right to: (x) tie any portion of the Stars & Stripes Property into the DR Horton Property with streets and walkways within the Easement Area; and (y) tie into and/or otherwise connect and use, replace, relocate, maintain and repair any Utility Facilities constructed or installed in, on, under and/or over the Easement Area.

2. Termination. This Easement shall automatically terminate on the date on which any portion of the Easement Area upon which a road and/or any of the Utility Facilities are constructed and dedicated to and accepted for public use by the appropriate governmental authority upon such dedication. Stars & Stripes will cooperate in good faith with DR Horton in the dedication or conveyance of any such roadway within the Easement Area at no expense (other than de minimis administrative costs). Upon such dedication, at the request of either Party hereto, the other Party shall promptly execute a partial or full termination of this Easement, as applicable, to be recorded in the property records of Shelby County, Alabama.

3. Performance of Work; Repair/Restoration. In the exercise of any of the rights granted to Stars & Stripes hereunder:

(a) Stars & Stripes shall (and/or shall cause its contractors, subcontractors, employees and agents to), diligently perform all work contemplated hereunder in a lien free and a good and workmanlike manner and in compliance with all applicable permits, laws, ordinances, regulations and orders. Stars & Stripes shall be responsible for procuring any and all licenses or permits from the applicable governing authority necessary for Stars & Stripes to perform its work hereunder, including, without limitation, to construct and install the Utility Facilities or tie into any of DR Horton's utilities, at its sole cost and expense. Stars & Stripes shall use commercially reasonable efforts not to disrupt any of DR Horton's utilities serving the DR Horton Property at any time during Stars & Stripes' installation, maintenance, repair, or relocation of the Utility Facilities or Stars & Stripes' work to tie into any of DR Horton's utilities serving the DR Horton Property.

(b) Prior to commencing any construction activities within the Easement Area and continuing until the date that is thirty (30) days following completion of such construction activities, Stars & Stripes shall maintain general liability insurance coverage (including premises and blanket contractual) in an amount of not less than a combined single limit of \$2,000,000 per

occurrence and \$2,000,000 in the aggregate with respect to property damage or injury or death to one or more than one person, insuring against all liabilities of Stars & Stripes and all of the liabilities of any contractors, subcontractors and/or agents of Stars & Stripes. Each policy shall name DR Horton as an additional insured. Upon request of DR Horton from time to time hereunder, Stars & Stripes shall provide DR Horton with a certificate from its insurer (i) evidencing that its policy is in full force and effect and (ii) providing that, unless DR Horton shall have been given thirty (30) days advance written notice, such insurance policy shall not be canceled and shall continue in full force and effect.

(c) Stars & Stripes shall not permit any liens to be filed against the DR Horton Property (or any portion thereof) arising out of Stars & Stripes' construction activities performed hereunder. In the event any such lien is filed, Stars & Stripes shall cause such lien to be released or otherwise bonded off within thirty (30) days of receipt of written notice of the filing of such lien.

(d) Stars & Stripes shall indemnify, protect, save, hold harmless, and defend DR Horton and DR Horton's shareholders, directors, members, managers, officers, employees and agents from and against any and all loss, cost, damage, claim or expense (including reasonable attorneys' fees) incurred by any such indemnified parties arising out or otherwise relating to any construction activities of Stars & Stripes (including, any contractor, subcontractor or agent of Stars & Stripes) upon the Easement Area, including without limitation, claims for injury or death to persons or damage to property, except to the extent any such damage or injury was caused as a result of the gross negligence and/or willful misconduct of DR Horton or any employee or agent of DR Horton.

4. Reservation of Rights.

(a) DR Horton shall have the right to use the DR Horton Property and any improvements thereon for any purpose which is not inconsistent with the terms of this Agreement and the rights granted to Stars & Stripes hereunder. If DR Horton, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, damages any Utility Facilities or the improvements installed by or on behalf of Stars & Stripes hereunder as a result of the activities of DR Horton, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, then DR Horton shall, within thirty (30) days after the date Stars & Stripes delivers written notice of such damage to DR Horton, repair and restore such damaged property, improvements or utilities to a condition as near as is reasonably practical to the condition that existed prior to such damage by DR Horton, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, at DR Horton's sole cost and expense.

(b) If Stars & Stripes, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, damages the DR Horton Property or any portion thereof or any improvements located thereon as a result of the activities of Stars & Stripes, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, then Stars & Stripes shall, within thirty (30) days after the date DR Horton delivers written notice of such damage to Stars & Stripes, repair and restore such damaged property, improvements or utilities to

a condition as near as is reasonably practical to the condition that existed prior to such damage by Stars & Stripes, its contractors, subcontractors, agents, representatives, tenants, occupants, licensees, or invitees, at Stars & Stripes' sole cost and expense.

5. Default and Remedies. With respect to any breach or failure by a Party of any obligation hereunder, which failure continues for a period of thirty (30) days after receipt of written notice from the non-defaulting Party of the same (or if the default is not of a type that can be reasonably cured in thirty (30) days, then if the defaulting Party fails to commence promptly and in good faith proceed to cure such default), such failure shall constitute an "Event of Default" by the defaulting Party hereunder, and the non-defaulting Party may thereafter pursue all remedies available to it at law or equity; provided, however, in no event shall this Agreement be terminated as the result of a default of a Party hereunder. In addition to all other rights and remedies the non-defaulting Party may have at law, equity, or under the terms of this Agreement, the non-defaulting Party shall have the right (but not the obligation) to cure such breach by the defaulting Party by the performance of such obligation; provided, however, that the non-defaulting Party shall have given the defaulting Party thirty (30) days' notice of its intent to cure without the defaulting Party commencing to cure such breach and, thereafter, continuously and diligently curing such breach until such breach is completely cured. Notwithstanding the above, if such breach results in an emergency situation, then the non-defaulting Party, acting in good faith, shall have the right (but not the obligation) to cure such breach upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In the event the non-defaulting Party shall cure a breach of this Agreement by the defaulting Party, the defaulting Party shall deliver to the non-defaulting Party payment therefor within thirty (30) days after receipt of demand therefor from the non-defaulting Party together with reasonable documentation supporting the expenditures made, plus interest at the rate of ten percent (10%) per annum. Interest shall accrue from the date said costs were due and payable to and including the date said costs are paid in full. The failure of the non-defaulting Party to enforce any covenant, condition, restriction or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter or the right to enforce any other covenant, condition, restriction or easement contained herein.

6. DR Horton Dedication of Easement Area. If DR Horton is unable to dedicate the Easement Area to the public in accordance with Section 2 hereof, DR Horton, in its sole discretion, may dedicate, assign and/or convey the Easement Area, including any roads or other improvements located thereon, to the homeowners association encumbering the Property (the "HOA") for the ownership, operation, maintenance and/or repair of the Easement Area. In the event the Easement Area is dedicated or conveyed to the HOA, Stars & Stripes acknowledges that, from and after the date of such dedication and/or conveyance, (a) DR Horton shall have no further liability or obligation hereunder with respect to the Easement Area, (b) the HOA shall assume all of the rights, duties and obligations of DR Horton hereunder with respect to the Easement Area, and (c) the HOA, rather than Horton, shall be responsible for the performance of all of the obligations hereunder of "DR Horton" hereunder.

7. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by

(a) courier, (b) nationally-recognized overnight express delivery service, or (c) by e-mail of a letter in “pdf” format to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith, provided that any notices sent by email shall also be sent by overnight express delivery carrier as described above:

If to Stars & Stripes:

Stars & Stripes 3V, LLC
c/o Drapac Capital Partners
1031 Marietta Street NW
Atlanta, Alabama 30318
Attention: Sebastian Drapac
Fax: (404) 480-4900
Email: Sebastian@drapacgroup.com

With a copy to:

Amanda Avery, Chief Legal Officer
c/o Drapac Capital Partners
1031 Marietta Street NW
Atlanta, Alabama 30318
Email: Amanda@drapacgroup.com

If to DR Horton:

Crain Rogers, City Manager
D.R. Horton, Inc. – Birmingham
2188 Parkway Lake Drive
Hoover, AL 35244
Phone: (205) 822-1611
Fax: (205) 822-7817
Email: ctrogers@drhorton.com

With copies to:

Sarah McLaughlin, Esq.
Region Counsel, Gulf Coast Region
D.R. Horton, Inc.
22000 Town Center Ave., Suite 100
Spanish Fort, AL 36527
Phone: (251) 316-5430
Email: somclaughlin@drhorton.com

D.R. Horton, Inc.
1361 Horton Circle
Arlington, TX 76011
Attn: Mark Karnes, Esq.
Phone: (817) 390-8200
Fax: (817) 390-1709

Email: mkarnes@drhorton.com

Hand Arendall Harrison Sale LLC
Attn: Christopher M. Gill, Esq.
104 St. Francis Street, Suite 300
Mobile, AL 36602
Phone: (251) 694-6238
Fax: (251) 544-1615
Email: cgill@handfirm.com

Either Party may designate a new address or e-mail address for notice hereunder, upon ten (10) days advance notice to the other Party given in the manner set forth hereinabove.

8. Successors and Assigns; Runs with the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, personal representatives, lessees, permittees, agents and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in all or any portion of the DR Horton Property burdened hereby as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto. The terms and provisions hereof shall be binding upon the Parties hereto only with respect to the periods of time such Party is the owner of fee simple title to the DR Horton Property or the Stars & Stripes Property, as the case may be. Accordingly, from and after such time as either Party hereto shall transfer title to its respective property, it shall have no further obligations hereunder except for obligations which accrued prior to the time of such transfer, it being specifically understood that from and after the date of such transfer such Party shall have no further rights hereunder nor responsibility for any obligations hereunder which rights and obligations shall, thereafter, be deemed rights and obligations of the Party to whom title has been transferred and such transferee shall, by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.

9. Provisions Severable. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared to be severable.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute on and the same agreement.

11. Time of Essence. Time is of the essence of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.


13. Amendments. This Agreement may only be amended or modified by an instrument in writing executed by: (a) the then record owners of the DR Horton Property; provided, however, so long as DR Horton is the owner of any portion of the DR Horton Property, DR Horton shall have the right to unilaterally amend this Agreement on behalf of the owners of the DR Horton Property; provided, further, in the event that DR Horton no longer owns a portion of the DR Horton Property, the HOA, acting by and through its board of directors, shall have the right to unilaterally amend this Agreement on behalf of the owners of the DR Horton Property; and (b) the then record owners of the Stars & Stripes Property; provided, however, so long as Stars & Stripes is the owner of any portion of the Stars & Stripes Property, Stars & Stripes shall have the right to unilaterally amend this Agreement on behalf of the owners of the Stars & Stripes Property; provided, further, in the event that Stars & Stripes no longer owns a portion of the Stars & Stripes Property and a homeowners association is formed to govern the Stars & Stripes Property pursuant to a declaration of covenants recorded against the Stars & Stripes Property, the Board of Directors of such homeowners association shall have the right to unilaterally amend this Agreement on behalf of the owners of the Stars & Stripes Property. Amendments to this Agreement shall become effective upon the filing for record in the Office of the Judge of Probate of Shelby County, Alabama unless a later effective date is specified therein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first above written.

SELLER: **STARS & STRIPES 3V, LLC**, an Alabama limited liability company

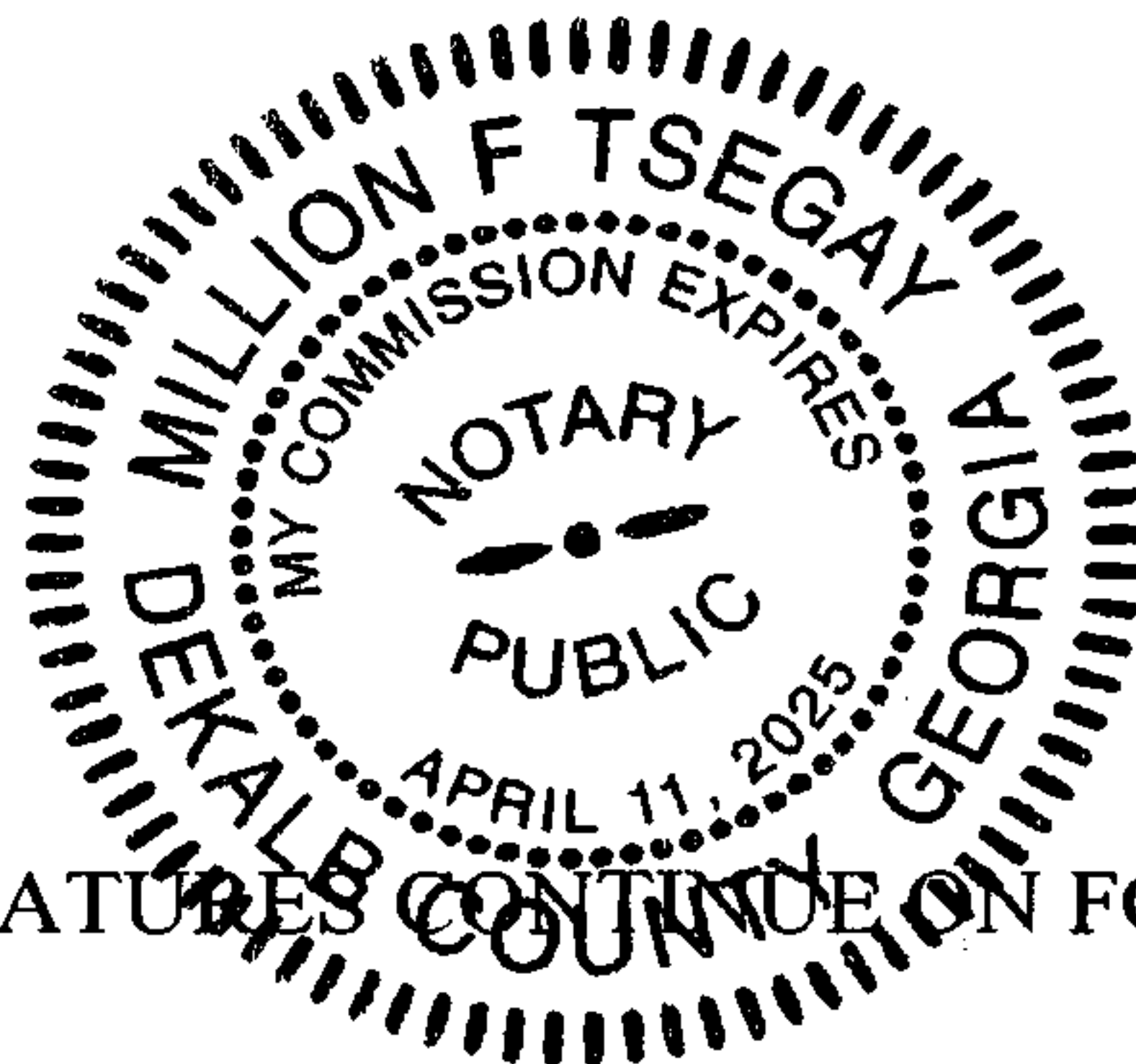
By: **DSSIII Holding Co, LLC**, a Delaware limited liability company, Its Managing Member

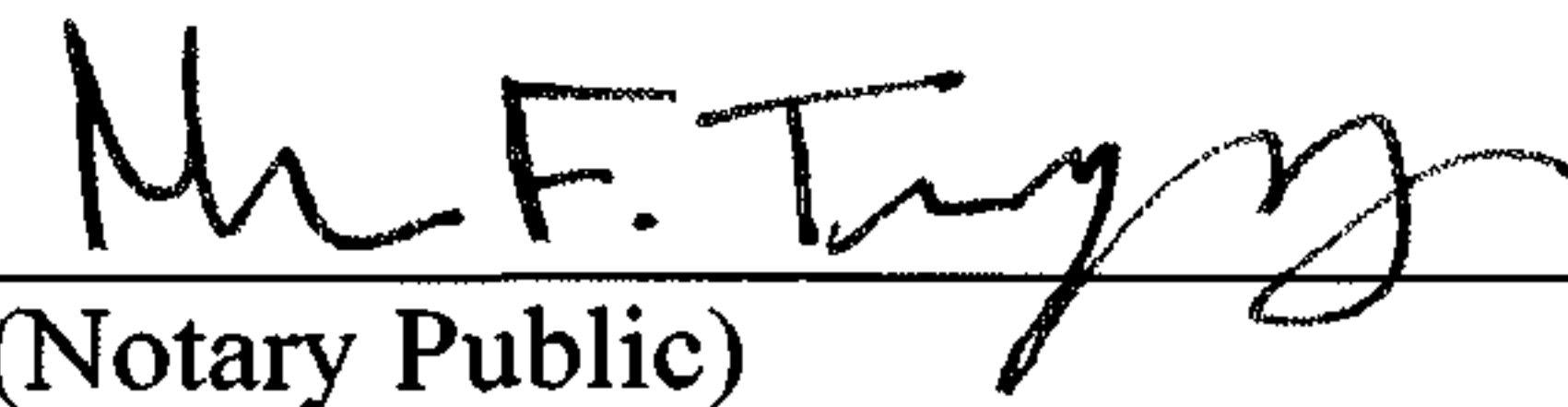
By:  (SEAL)
Name: Sebastian Drapac
Title: Manager

STATE OF GEORGIA
COUNTY OF FULTON

I, **Million F. Tsegay**, a Notary Public, in and for said County in said State, hereby certify that **Sebastian Drapac**, whose name as Manager of DSSIII Holding Co., LLC, a Delaware limited liability company, as Managing Member of **Stars & Stripes 3V, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Manager, executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of March, 2024.

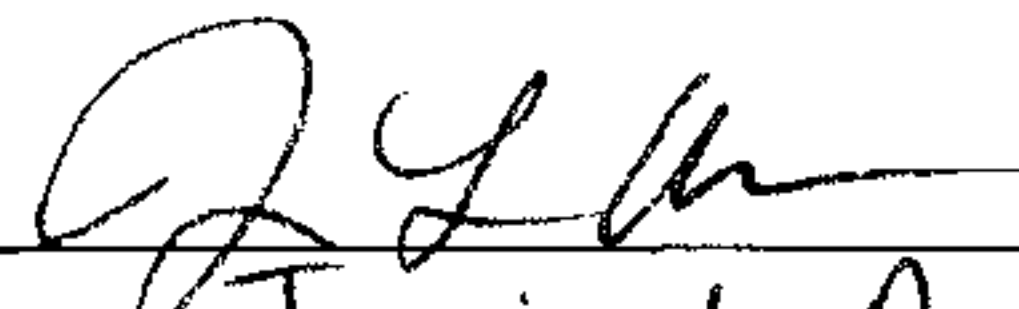



(Notary Public)

Commission Expires: April 11, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PURCHASER: **D.R. HORTON, INC. - BIRMINGHAM**, an
Alabama corporation


By: 
Name: Julia L. Antee
Title: Vice President

[CORPORATE SEAL]

The State of Alabama
Shelby County}

I, Brenda L. Gibson, a Notary Public, in and for said County in said State,
hereby certify that Julia L. Antee, whose name as Vice President of
D.R. Horton, Inc. – Birmingham, an Alabama corporation, is signed to the foregoing conveyance
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the conveyance, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said corporation.

Given under my hand this the 13th day of March, 2024


(Notary Public)

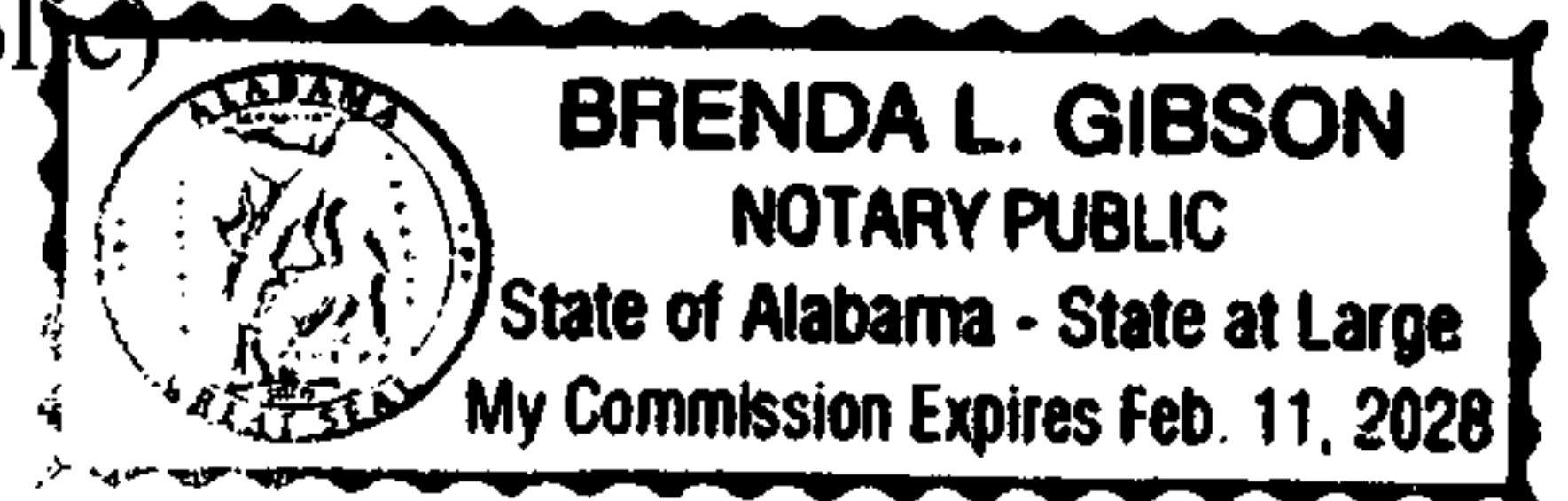


EXHIBIT A

The Point of commencement begins at Northeast corner of the Northwest 1/4 Southeast 1/4 of Section 31 of the Township 21S Range 2 West of Shelby County, Alabama. Thence proceed South 0°1047 West for a distance of 1214 feet to a 1/2 rebar; thence proceed South 0°2021 West for a distance of 151.1 feet to a 1 pipe thence proceed South 0°1829 East for a distance of 1329.2 feet to a 1/2 capped rebar titled CARR; thence proceed North 87°3739 West for a distance of 1346.7 feet to a 1/2 rebar; thence proceed South 1°543 east for a distance of 42.3 feet, this point being the point of beginning; from this point of beginning, proceed South 1°542 East for a distance 621.9 feet to a 1/2 capped rebar title CARR; thence proceed South 87°416 East for a distance of 72.8 feet to a 1/2 capped rebar titled CARR; thence proceed South 0°233 West for a distance of 663.2 feet to a capped rebar titled CARR; thence proceed South 89°4719 West for a distance of 14.3 feet to a capped rebar titled CARR; thence proceed South 2°2437 East for a distance of 566.1 feet to a capped rebar; thence proceed South 87°3335 West for a distance of 386.6 feet to a capped rebar; thence proceed South 39°2050 West for a distance of 330.4 feet a 1/2 rebar; thence proceed South 1°522 East for a distance of 490.1 feet to a 1/4 rebar; thence proceed South 74°5419 West for a distance of 147.3 feet to a 1/4 rebar; thence proceed South 33°2013 West for a distance of 187.1 feet to a 1/2 crimped top pipe; thence proceed South 47°267 West for a distance of 244.9 feet to a 1/2 rebar; thence proceed South 36°3952 East for a distance of 344.5 feet to a 1/2 rebar; thence proceed South 53°2059 West for a distance of 163.7 feet along the right-of-way of Highway 22 to a 1/2 rebar; thence proceed North 36°251 West for a distance of 299.9 feet to a farmer rebar; thence proceed South 53°2039 West for a distance of 119.9 feet; thence proceed North 36°253 West for a distance of 27.7 feet to a 3/8 rebar; thence proceed South 53°5735 West for a distance of 232.2 feet to a 1/2 rebar; thence proceed North 0°1229 East for a distance of 701.4 feet to a capped rebar; thence proceed South 87°848 East for a distance of 45.5 feet to a 1/2 rebar; thence proceed North 0°3420 West for a distance of 1591.3 feet to a 1/2 crimped top pipe; thence proceed North 0°3830 West for a distance of 190.8 feet; thence proceed North 89°2130 East for a distance of 43.7 feet; thence proceed North 84°749 East for a distance of 205.9 feet; thence proceed North 51°5447 East for a distance of 48.8 feet; thence proceed South 79°3948 East for a distance of 207.9 feet; thence proceed South 10°4159 West for a distance of 19 feet; thence proceed South 78° 56 13 East for a distance of 120 feet; thence proceed North 10°1914 East for a distance of 42 feet; thence proceed North 9°04 East for a distance of 32.6 feet; thence proceed North 7°5831 East for a distance of 25.4 feet; thence proceed North 6°3921 East for a distance of 49.2 feet; thence proceed North 5°3656 East for a distance of 9.6 feet; thence proceed North 4°2251 East for a distance of 60.2 feet; thence proceed North 3°1354 East for a distance of 4.8 feet; thence proceed North 2°1011 East for a distance of 55.3 feet; thence proceed North 0°511 East for a distance of 19.3 feet; thence proceed North 0°1515 East for a distance of 14.4 feet; thence proceed North 0°00 West for a distance of 419.9 feet; thence proceed North 4°224 East for a distance of 53.2 feet; thence proceed North 14°140 East for a distance of 41.7 feet; thence proceed North 20°4245 East for a distance of 23.6 feet; thence proceed North 29°4832 East for a distance of 65.2 feet; thence proceed North 37°275 East for a distance of 9.4 feet; thence proceed North 43°5715 East for a distance of 56.7 feet; thence proceed North 47°3247 East for a distance of 70 feet; thence proceed South 85°2324 East for a distance of 76.4 feet; thence proceed South 27°5823 East for a distance of 29.7 feet; thence proceed South 20°2645 East for a distance of 132.9 feet; thence proceed North 75°5258 East for a distance of 95.4 feet; from this point begins a curve to the left with a radius of 25 feet for a distance of 40.05 feet and a chord bearing of North 29°593 East and length of 35.9 feet which is the end of the curve; thence proceed North 74°58 East for a distance of 50 feet; from this point begins a curve to the right with a radius of 699 feet for a distance of 36.84 feet and a chord bearing of South

14°24'16" East and length of 36.8 feet which is the end of the curve; thence proceed North 77°6'19" East for a distance of 120 feet; thence proceed South 11°4'15" East for a distance of 34.2 feet; thence proceed South 9°18'31" East for a distance of 34.2 feet; thence proceed North 88°54'18" East for a distance of 62.6 feet, which is the Point of Beginning.

Exhibit "B"
Stars & Stripes Property Description

A parcel of land being located in the South half of Section 31, Township 21 South, Range 2 West and the East half of the West half of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, also being portions of those properties described in Book 345, Page 695; Instrument No. 1993-08838 and Book 345, Page 704; being more particularly described as follows with a bearing basis being the Right of Way for Shelby County Highway 22:

Commence at a 3/4 inch rebar found at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 31, township 21 South, Range 2 West, Shelby County, Alabama; thence run South 2°59'41" East 1213.81 feet to a 1/2 inch rebar set also being that Point of Beginning; thence continue along with the last described course a distance of 150.56 feet a 1/2 inch rebar found; thence South 3°29'39" East 1329.29 feet to a 1/2 inch rebar set (all set with a "CAE 00010" imprinted on a yellow cap); thence South 89°11'38" West 1346.74 feet to a "K B Weygand" iron pin found; thence South 04°16'44" East 664.29 feet to a capped rebar found; thence North 89°04'15" East 72.79 feet to a 1/2 inch rebar set; South 3°09'12" East 663.08 feet along an agreed upon fence line per Case No. CV 96-577 to a 1/2 inch rebar set; thence South 88°31'47" West 14.23 feet; thence South 5°35'11" East 566.02 feet (D), 573.73 feet (M) to a point established by W.M Varnon on February of 2005; thence South 84°24'51" West 386.53 feet to a point established by W.M Varnon in February of 2005; thence South 36°57'15" West 325.72 feet to a point established by W.M Varnon in February of 2005; thence South 5°03'24" East 590.00 feet to a point established by W.M Varnon in February of 2005; thence South 72°15'31" West 146.04 feet to a 1 inch crimp iron found; thence South 30°07'08" West 188.92 feet to a 1/2 inch crimp iron found; thence South 44°12'35" West 244.64 feet along the North line of Instrument 1994-15035 to a 1/4 inch rebar found; thence South 39°48'44" East 344.29 feet to a 1/4 inch rebar found on the North right-of-way line of Shelby County Highway 22; then South 50°10'00" West 163.67 feet along the North right of way line of Shelby County Highway 22 to an iron pin capped "JAR"; thence North 39°16'12" West 300.00 feet along the East line of Instrument No. 1999-46404 to an iron pin capped "JAR"; thence South 50°07'18" West 119.86 feet to an iron pin capped "JAR"; thence North 39°14'30" West 27.66 feet to a 1/4 inch rebar found at the Northeast Corner of Book 329, Page 485; thence South 50°45'16" West 232.27 feet to a pipe found on the East line of Instrument No. 1995-09796; thence North 2°59'06" West 701.20 feet to an iron pin capped "JAR" being the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 6, township 22 South, Range 2 West; thence North 89°39'37" East 45.47 feet to a 1/2" crimp iron found at an agreed upon property line shown on the Albright Baker Survey as recorded in Map Book 6, Page 104 in the Office of the Judge of Probate of Shelby County, Alabama; thence North 3°45'09" West 1591.42 feet along said agreed upon property line to a 1/2 inch crimp iron found at the Northeast corner of the Albright Baker Survey, also being at the Southeast Corner of the Albright Estate Distribution recorded in Instrument No. 1992-16870; thence North 3°49'08" West 2172.44 feet along said East line of the Albright Estate to a 1 inch pipe found; thence North 3°34'33" West 1610.59 feet to an iron pin capped "K B Weygand" at the Southwest Corner of Savannah Pointe Sector VI as recorded in Map Book 30, page 41 in the Office of the Judge of Probate of Shelby County, Alabama; thence North 88°57'40" east 1316.08 feet to an iron pin capped "K B Weygand"; thence North 88°58'06" East 296.05 feet to the Northwest corner of Savannah Pointe Sector IX as recorded in Map Book 37, Page 51 A & B, in the Probate Office of Shelby County, Alabama; thence South 15°21'20" East 248.59 feet along the western and southerly boundary line of Savannah Pointe Sector IX; thence South 5°27'07" West 100.69 feet; thence South 5°49'54" East 125.49 feet; thence South 27°44'58" East 136.95 feet; thence South 57°10'43" East 82.38 feet; thence South 73°52'29" east 206.72 feet; thence South 38°38'57" East 169.19 feet; thence South 71°40'03" East 75.33 feet; thence South 78°43'44" East 233.15 feet; thence South 55°17'40" east 100.84 feet; then South 20°56'04" East 79.03 feet; thence South 33°55'58" East 57.11 feet; thence South 56°56'01" East 68.48 feet; thence South 46°41'00" East 92.36 fee; thence leaving said western and southerly boundary line of Savannah Pointe Sec IX North 87°00'19" East 11.17 feet to the Point of Beginning.

LESS AND EXCEPT

The Point of commencement begins at Northeast corner of the Northwest 1/4 Southeast 1/4 of Section 3 of the Township 21S Range 2 West of Shelby County, Alabama. Thence proceed South 0°10'47" West for a distance of 1214 feet to a 1/2" rebar; thence proceed South 0°20'21" West for a distance of 151.1 feet to a 1" pipe thence proceed

South 0°18'29" East for a distance of 1329.2 feet to a 1/2" capped rebar titled "CARR"; thence proceed North 87°37'39" West for a distance of 1346.7 feet to a 1/2" rebar; thence proceed South 1°5'43" East for a distance of 42.3 feet, this point being the point of beginning; from this point of beginning, proceed South 1°5'42" East for a distance 621.9 feet to a 1/2" capped rebar titled "CARR"; thence proceed South 87°41'6" East for a distance of 72.8 feet to a 1/2" capped rebar titled "CARR"; thence proceed South 0°2'33" West for a distance of 663.2 feet to a 1/2" capped rebar titled "CARR"; thence proceed South 89°47'19" West for a distance of 14.3 feet to a 1/2" capped rebar titled "CARR"; thence proceed South 2°24'37" East for a distance of 566.1 feet to a capped rebar; thence proceed South 87°33'35" West for a distance of 386.6 feet to a capped rebar; thence proceed South 39°20'50" West for a distance of 330.4 feet to a 1/2" rebar; thence proceed South 1°52'2" East for a distance of 490.1 feet to a 1/4" rebar; thence proceed South 74°54'19" West for a distance of 147.3 feet to a 1/4" rebar; thence proceed South 33°20'13" West for a distance of 187.1 feet to a 1/2" crimped top pipe; thence proceed South 47°26'7" West for a distance of 244.9 feet to a 1/2" rebar; thence proceed South 36°39'52" East for a distance of 344.5 feet to a 1/2" rebar; thence proceed South 53°20'59" West for a distance of 163.7 feet along the right-of-way of Highway 22 to a 1/2" rebar; thence proceed North 36°2'51" West for a distance of 299.9 feet to a farmer rebar; thence proceed South 53°20'39" West for a distance of 119.9 feet; thence proceed North 36°25'3" West for a distance of 27.7 feet to a 3/8" rebar; thence proceed South 53°57'35" West for a distance of 232.2 feet to a 1/2" rebar; thence proceed North 0°12'29" East for a distance of 701.4 feet to a capped rebar; thence proceed South 87°8'48" East for a distance of 45.5 feet to a 1/2" rebar; thence proceed North 0°34'20" West for a distance of 1591.3 feet to a 1/2" crimped top pipe; thence proceed North 0°38'30" West for a distance of 190.8 feet; thence proceed North 89°21'30" East for a distance of 43.7 feet; thence proceed North 84°7'49" East for a distance of 205.9 feet; thence proceed North 51°54'47" East for a distance of 48.8 feet; thence proceed South 79°39'48" East for a distance of 207.9 feet; thence proceed South 10°41'59" West for a distance of 19 feet; thence proceed South 78°56'13" East for a distance of 120 feet; thence proceed North 10°19'14" East for a distance of 42 feet; thence proceed North 9°0'4" East for a distance of 32.6 feet; thence proceed North 7°58'31" East for a distance of 25.4 feet; thence proceed North 6°39'21" East for a distance of 49.2 feet; thence proceed North 5°36'56" East for a distance of 9.6 feet; thence proceed North 4°22'51" East for a distance of 60.2 feet; thence proceed North 3°13'54" East for a distance of 4.8 feet; thence proceed North 2°10'11" East for a distance of 55.3 feet; thence proceed North 0°51'1" East for a distance of 19.3 feet; thence proceed North 0°15'15" East for a distance of 14.4 feet; thence proceed North 0°0'0" West for a distance of 419.9 feet; thence proceed North 4°22'4" East for a distance of 53.2 feet; thence proceed North 14°1'40" East for a distance of 41.7 feet; thence proceed North 20°42'45" East for a distance of 23.6 feet; thence proceed North 29°48'32" East for a distance of 65.2 feet; thence proceed North 37°27'5" East for a distance of 9.4 feet; thence proceed North 43°57'15" East for a distance of 56.7 feet; thence proceed North 47°32'47" East for a distance of 70 feet; thence proceed South 85°23'24" East for a distance of 76.4 feet; thence proceed South 27°58'23" East for a distance of 29.7 feet; thence proceed South 20°26'45" East for a distance of 132.9 feet; thence proceed North 75°52'58" East for a distance of 95.4 feet; from this point begins a curve to the left with a radius of 25 feet for a distance of 40.05 feet and a chord bearing of North 29°59'3" East and length of 35.9 feet which is the end of the curve; thence proceed North 74°5'8" East for a distance of 50 feet; from this point begins a curve to the right with a radius of 699 feet for a distance of 36.84 feet and a chord bearing of South 14°24'16" East and length of 36.8 feet which is the end of the curve; thence proceed North 77°6'19" East for a distance of 120 feet; thence proceed South 11°41'57" East for a distance of 34.2 feet; thence proceed South 9°18'31" East for a distance of 34.2 feet; thence proceed North 88°54'18" East for a distance of 62.6 feet, which is the Point of Beginning.

Aberdeen Charleston Place

Easement 1

AN INGRESS/EGRESS/UTILITY EASEMENT 33 feet either side of described centerline being described as follows to-wit: Commence at the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama; thence proceed North 87° 20' 58.55" West for a distance of 511.54 feet; thence proceed South 74° 54' 19.44" West for a distance of 147.32 feet; thence proceed South 33° 20' 12.89" West for a distance of 187.08 feet; thence proceed South 47° 26' 7.06" West for a distance of 244.89'; thence proceed South 36° 39' 51.81" East for a distance of 344.49 feet; thence proceed South 53° 20' 58.63" West for a distance of 103.7 feet to the point of beginning.

From said point of beginning proceed along the ingress egress utility easement 33 feet either side of described centerline proceed North 36° 33' 05.06" West for a distance of 86.02 feet to a point;

thence proceed along an arc 21.75 feet to the right, said arc being the centerline of the easement and having a radius of 240 feet, with a chord of which bears North 33° 57' 18.34" West a distance of 21.74 feet to a point;

thence proceed North 31° 21' 31.61 West along the centerline of the easement for a distance of 275.52 feet to a point;

thence proceed along an arc 217.36 feet to the right, said arc being the centerline of the easement and having a radius of 288.75 feet, with a chord of which bears North 9° 47' 37.90" West for a distance of 212.96 feet to a point;

thence proceed North 11° 46' 15.82" East along the centerline of the easement for a distance of 120.49 feet to a point;

thence proceed along an arc 224.83 feet to the left, said arc being the centerline of the easement and having a radius of 750 feet, with a chord of which bears North 03° 10' 59.80" East a distance of 223.99 feet to a point;

thence proceed North 05° 24' 16.21" West along the centerline of the easement for a distance of 449.27 feet to a point;

thence proceed along an arc 496.555 feet to the right, said arc being the centerline of the easement and having a radius of 1425 feet, with a chord of which bears North 04° 34' 41.26" East a distance of 494.05 to a point;

thence proceed North 14° 33' 38.73" East along the centerline of the easement for a distance of 626.58 feet to a point;

thence proceed along an arc 108.74 feet to the left, said arc being the centerline of the easement and having a radius of 1475 feet, with a chord of which bears North 12° 26' 55.31" East a distance of 108.72 feet to a point of ending and termination of said easement lying 33 feet either side of described line.

Easement 2

AN INGRESS/EGRESS/UTILITY EASEMENT 33 feet either side of described centerline being described as follows to-wit: Commence at the Northwest corner of the Northeast one-fourth of the Northwest one-fourth of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama; thence proceed South 87° 48' 35.51" East for a distance of 347.49 feet to the point of beginning.

From said point of beginning proceed along the ingress/egress/utility easement 33 feet either side of described centerline proceed North 14° 33' 38.73" along the centerline of the easement for a distance of 344.72 feet to a point;

thence proceed South 75° 26' 21.27" East along the centerline of the easement for a distance of 175.49 feet to a point;

thence proceed along an arc 36.79 feet to the right, said arc being the centerline of the easement and having a radius of 300 feet, with a chord of which bears South 71° 55' 35.51" East a distance of 36.76 feet to a point;

thence proceed South 68° 24' 49.75" East along the centerline of the easement for a distance of 81.40 feet to a point;

thence proceed North 21° 35' 10.25" West along the centerline of the easement for a distance of 25.77 feet to a point;

thence proceed along an arc 282.69 feet to the left, said arc being the centerline of the easement and having a radius of 745 feet, with a chord of which bears North 10° 42' 56.89" East a distance of 281 feet to a point;

thence proceed North 00° 09' 16.46" West along the centerline of the easement for a distance of 489.44 feet to a point;

thence proceed along an arc 265.42 feet to the right, said arc being the centerline of the easement and having a radius of 200 feet, with a chord of which bears North 37° 51' 50.61" East a distance of 246.37 feet to a point;

thence proceed South 75° 52' 57.69" West along the centerline of the easement for a distance of 145.05 feet to a point;

thence proceed along an arc 51.58 feet to the left, said arc being the centerline of the easement and having a radius of 674 feet, with a chord of which bears North 13° 43' 19.09" West a distance of 51.57 feet to a point of ending and termination of said easement lying 33 feet either side of described line.



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Official Public Records
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