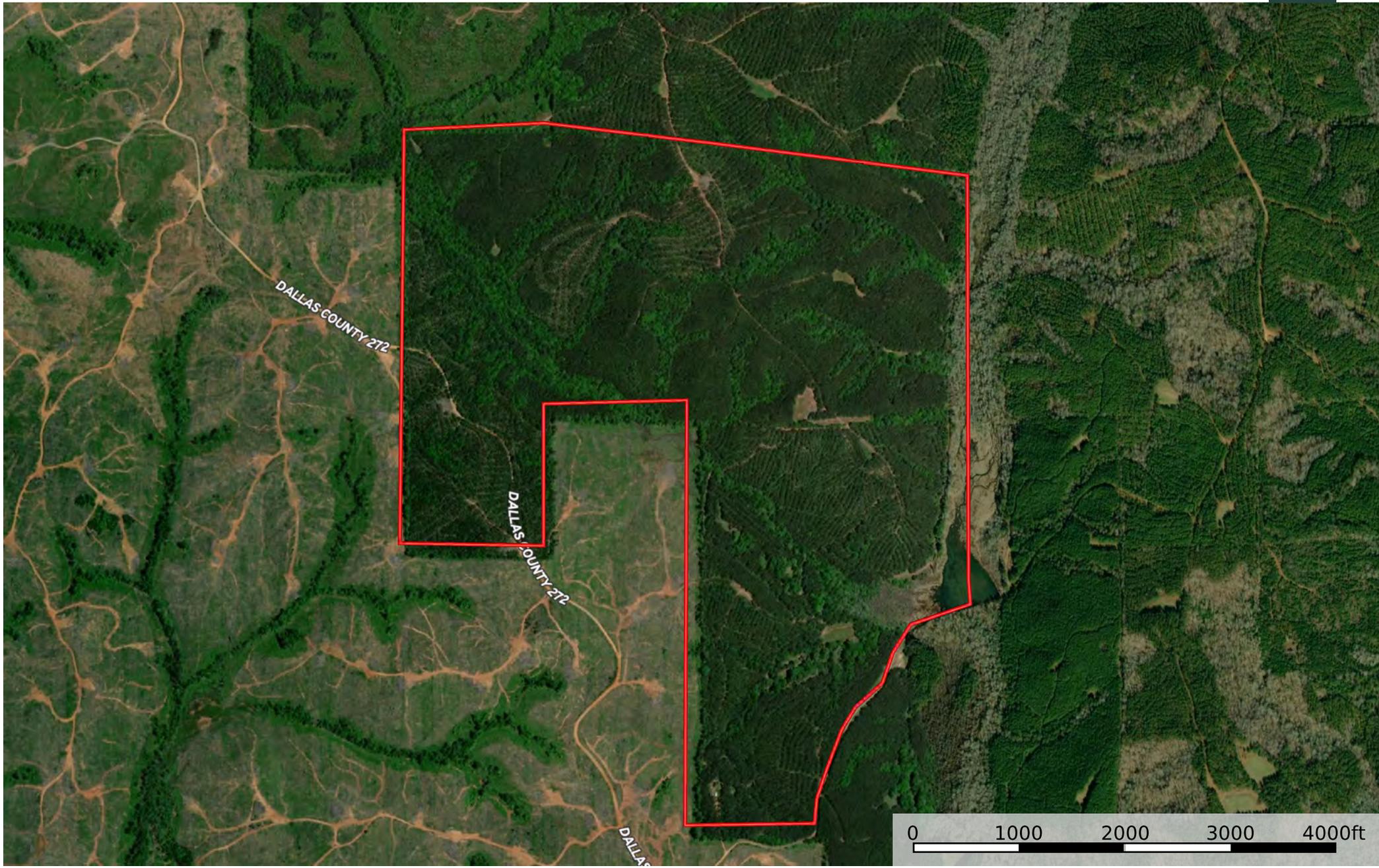


545 acres +/- Dallas County Rengifo Information Package Table of Contents

- Aerial Map
- Aerial Plat Map
- Topographical Map
- Locator Map
- Street Map
- Plat Map
- Site Index Map (3 pages)
- Soils Map (3 pages)
- Deed for 280 acres from Mike Wells (4 pages)
- Deed for 285 acres (3 pages)
- Lake Joint Use Agreement (5 pages)
- Buford Boulevard easement agreement (4 pages)
- Utility Easement Agreement (4 pages)
- Previous Easement Agreement
- Previous Lake Joint Use Agreement

545 acres +/- Dallas County Rengifo

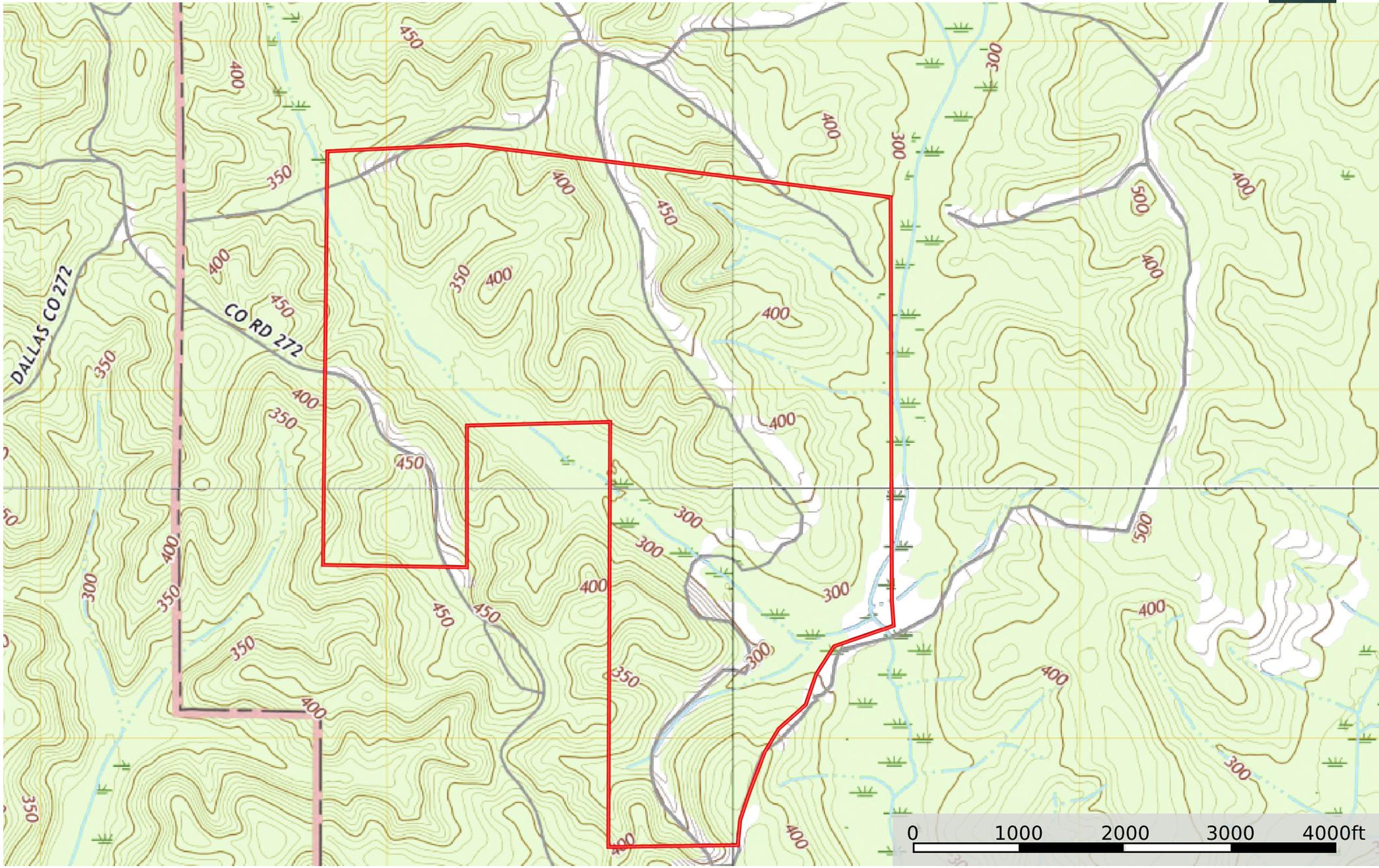
Dallas County, Alabama, 545 AC +/-



Boundary

545 acres +/- Dallas County Rengifo

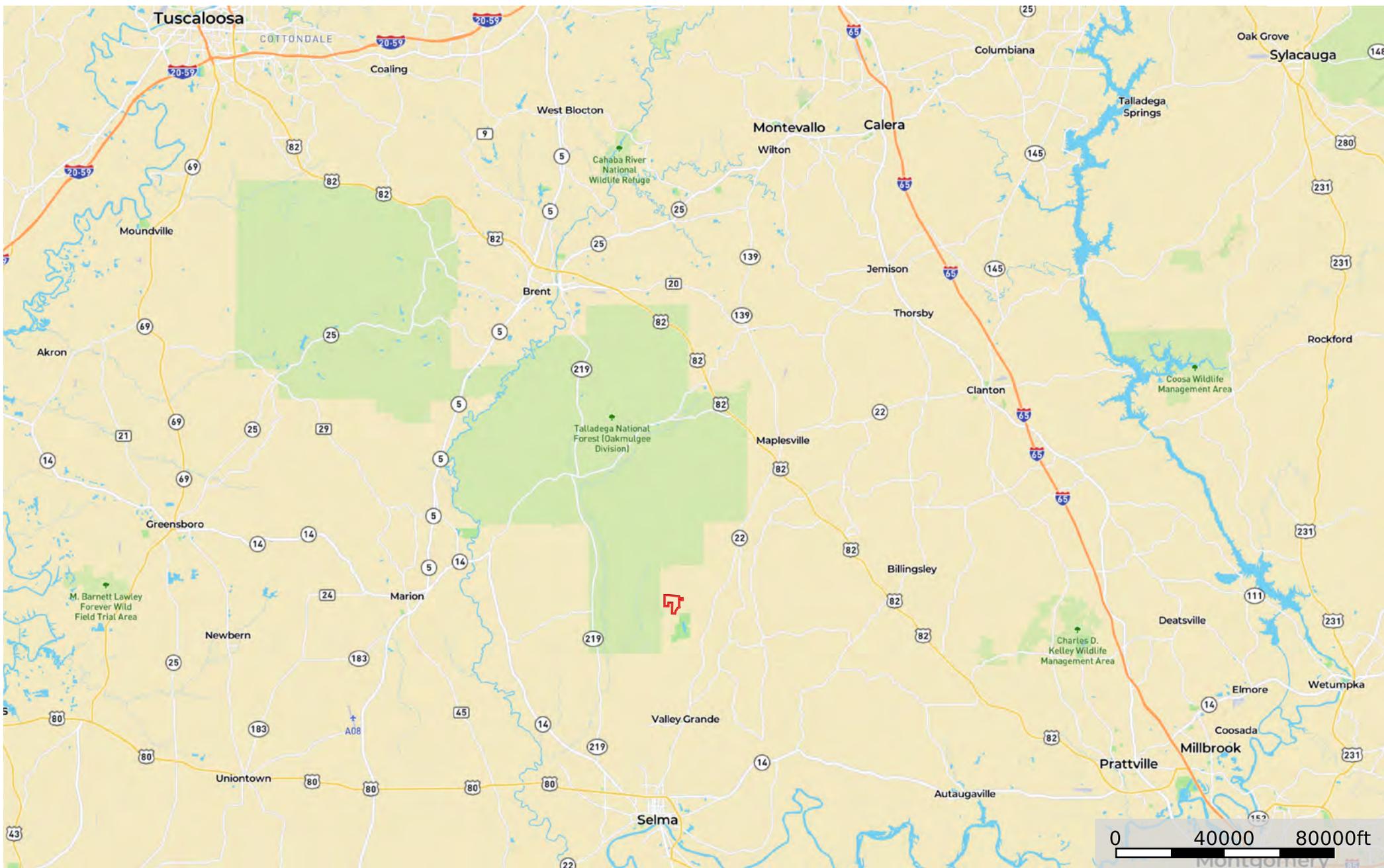
Dallas County, Alabama, 545 AC +/-



Boundary

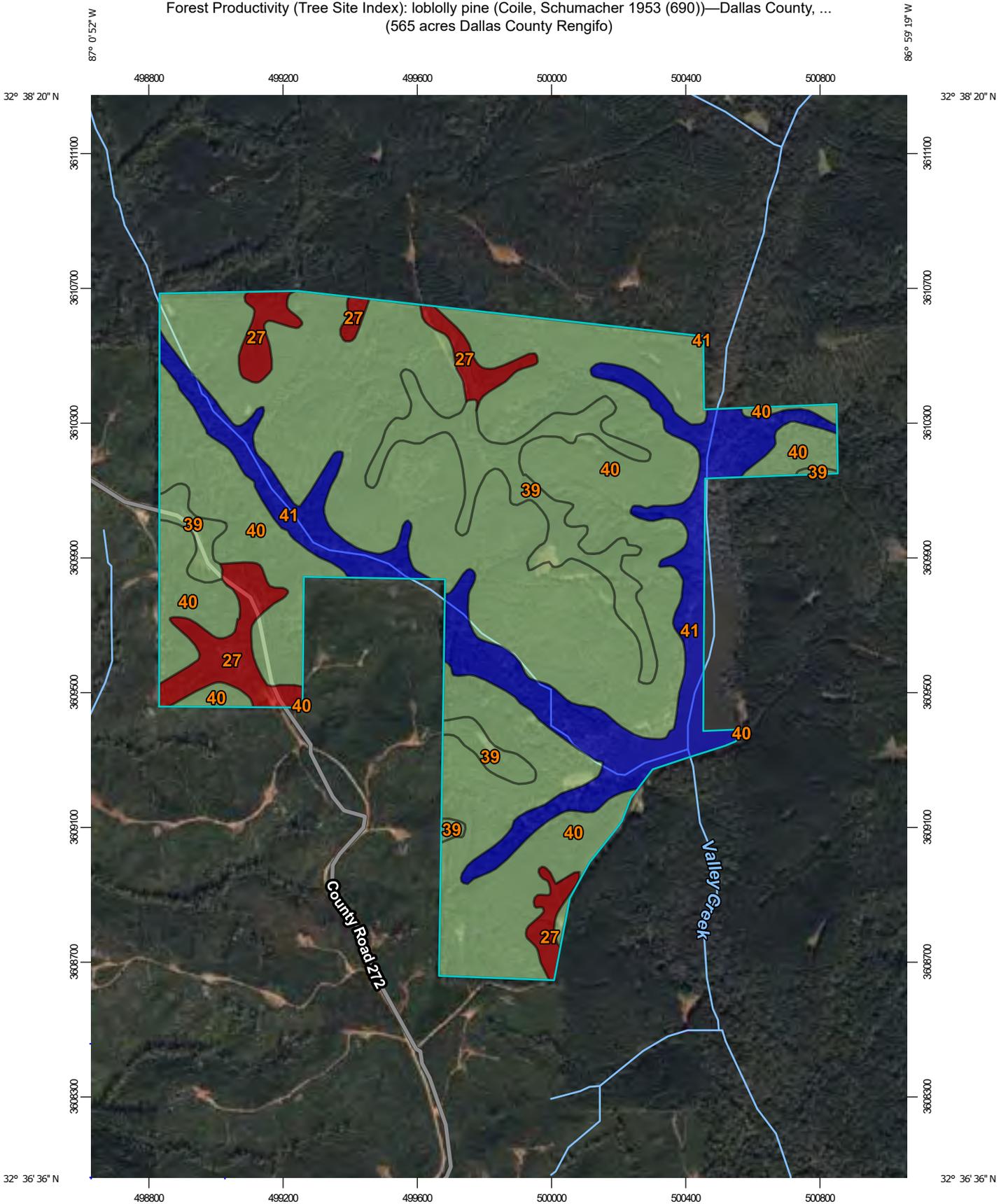
545 acres +/- Dallas County Rengifo

Dallas County, Alabama, 545 AC +/-



 Boundary

Forest Productivity (Tree Site Index): loblolly pine (Coile, Schumacher 1953 (690))—Dallas County, ...
(565 acres Dallas County Rengifo)



Map Scale: 1:15,700 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Background

 Aerial Photography

Soils

Soil Rating Polygons

-  <= 82
-  > 82 and <= 88
-  > 88 and <= 98
-  Not rated or not available

Soil Rating Lines

-  <= 82
-  > 82 and <= 88
-  > 88 and <= 98
-  Not rated or not available

Soil Rating Points

-  <= 82
-  > 82 and <= 88
-  > 88 and <= 98
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dallas County, Alabama
Survey Area Data: Version 19, Sep 11, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 26, 2021—Dec 22, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Forest Productivity (Tree Site Index): loblolly pine (Coile, Schumacher 1953 (690))

Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
27	Greenville loamy fine sand, 5 to 10 percent slopes	82	37.1	6.6%
39	Luverne loamy sand, 4 to 10 percent slopes	88	46.9	8.3%
40	Luverne-Greenville association, hilly	88	389.6	69.3%
41	Mantachie loam	98	88.9	15.8%
Totals for Area of Interest			562.5	100.0%

Description

The "site index" is the average height, in feet, that dominant and codominant trees of a given species attain in a specified number of years. The site index applies to fully stocked, even-aged, unmanaged stands.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this attribute, only the representative value is used.

Rating Options

Units of Measure: feet

Tree: loblolly pine

Site Index Base: Coile, Schumacher 1953 (690)

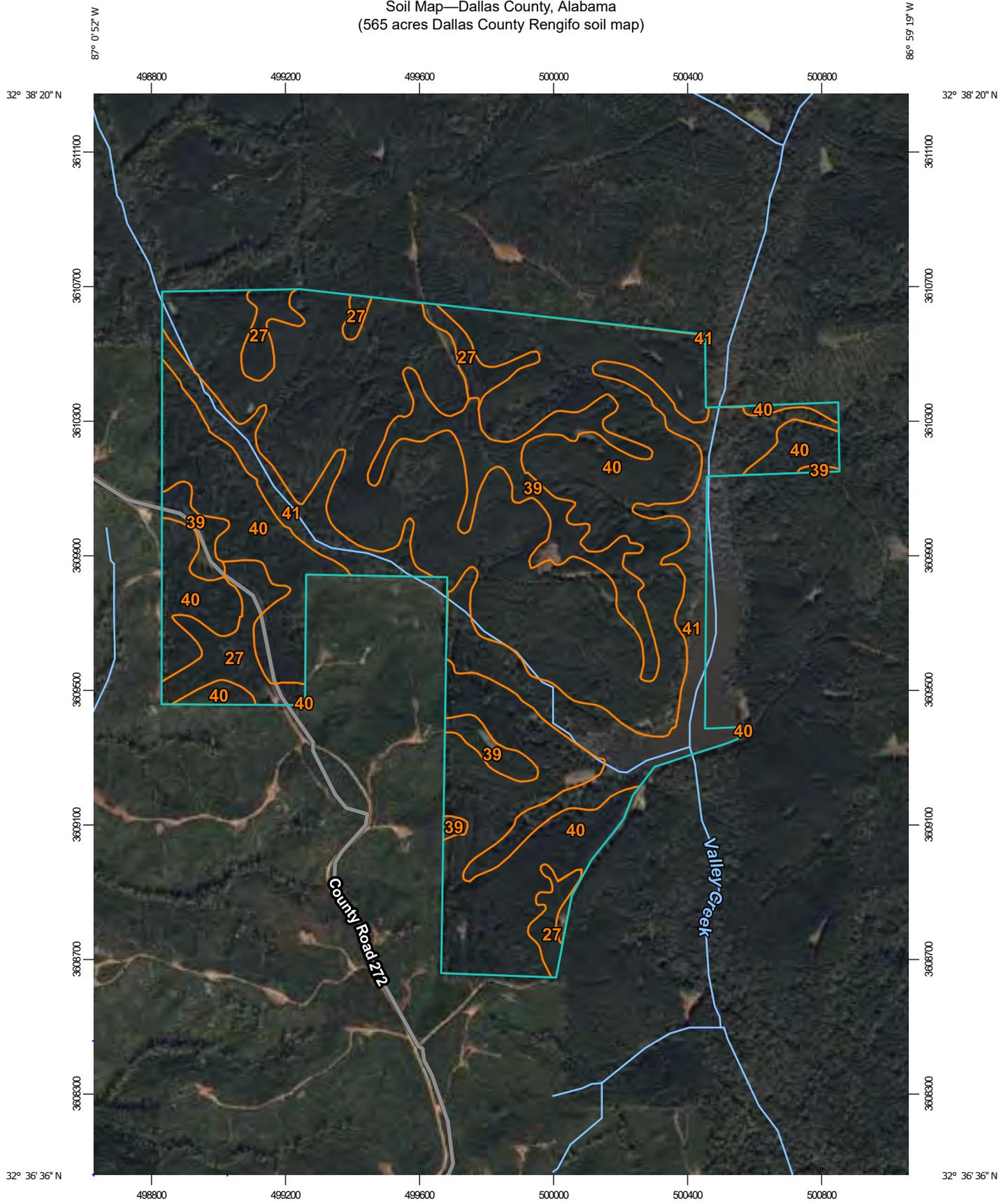
Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Soil Map—Dallas County, Alabama
(565 acres Dallas County Rengifo soil map)



Map Scale: 1:15,700 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dallas County, Alabama
Survey Area Data: Version 19, Sep 11, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 26, 2021—Dec 22, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
27	Greenville loamy fine sand, 5 to 10 percent slopes	37.1	6.6%
39	Luverne loamy sand, 4 to 10 percent slopes	46.9	8.3%
40	Luverne-Greenville association, hilly	389.6	69.3%
41	Mantachie loam	88.9	15.8%
Totals for Area of Interest		562.5	100.0%

Deed for 280 acres +/- from Mike Wells

4 pages

STATE OF ALABAMA
COUNTY OF DALLAS

RLPY 1495 237
Recorded In Above Book and Page
10/11/2013 10:39:45 AM
KIMBROUGH L. BOLLARD
Judge of Probate
Dallas County, Alabama

STATUTORY WARRANTY DEED

THIS INDENTURE, made the 9th day of October, 2013, between JOHN MICHAEL WELLS, a married man, hereinafter called Grantor, and ROBERT RENGIFO and SARA R. COLLINS, husband and wife, RICARDO L. RENGIFO and BERTHA RENGIFO, husband and wife, and RICARDO RENGIFO, a single man, whose address is 450 West 17th Street, Apartment 1804, New York, New York 10011, hereinafter called Grantee.

WITNESSETH, That for and in consideration of the sum of \$100.00 cash, and other good and valuable considerations, in hand paid to Grantor by Grantee, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, Grantor has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the following described real estate situated in Dallas County, Alabama, to-wit:

TRACT ONE

The South 1/2 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; and the North 1/3 of the South 1/2 of the Southwest 1/4, all in Section 17, Township 19 North, Range 11 East, Dallas County, Alabama. LESS AND EXCEPT, HOWEVER, the North 1/3 of the Southeast 1/4 of the Southwest 1/4; the Northeast 1/4 of the Southwest 1/4, and the South 1/2 of the Southeast 1/4 of the Northwest 1/4, all in Section 17, Township 19 North, Range 11 East, Dallas County, Alabama.

ALSO, the Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; and the North 1/3 of the Southeast 1/4 of the Southeast 1/4, all in Section 18, Township 19 North, Range 11 East, Dallas County, Alabama.

TOGETHER WITH AND INCLUDING non-exclusive easements and rights-of-way for ingress and egress and for utility purposes (but SUBJECT to the terms thereof) all as shown by instruments recorded in the Probate Office of Dallas County, Alabama, as follows: (i) in Book 1368, at Page 260; (ii) in Book 1368, at Page 764; and (iii) in Book 1368, at Page 768.

TRACT TWO

All that part of the South 2/3 of the South 1/2 of the Southwest 1/4 of Section 17, Township 19 North, Range 11 East, Dallas County, Alabama, lying thirty feet north and west of the centerline of a private

gravel road known as and called Buford Boulevard, as the same meanders.

The South 2/3 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 North, Range 11 East, Dallas County, Alabama.

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 North, Range 11 East, Dallas County, Alabama, lying thirty feet north and west of the centerline of a private gravel road known as and called Buford Boulevard, as the same meanders.

All that part of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 19 North, Range 11 East, Dallas County, Alabama, lying thirty feet north and west of the centerline of a private gravel road known as and called Buford Boulevard, as the same meanders.

"Buford Boulevard", as referenced above, is a private gravel road which intersects Dallas County Road Number 37 in Section 19, Township 19 North, Range 11 East, and runs from said point of intersection in a northeasterly direction to the northwest corner of Section 20, Township 19 North, Range 11 East, and on through Section 17, Township 19 North, Range 11 East, Dallas County, Alabama.

PROVIDED, FURTHER, this Statutory Warranty Deed is made and is accepted SUBJECT to: (i) general and special taxes and assessments for the current year and subsequent years; (ii) all restrictions, reservations, easements, and rights-of-way; (iii) all prior reservations or conveyances of minerals and mining rights; (iv) all other covenants, conditions, servitudes, and limitations which appear of record, and which affect said lands; (v) the covenants, terms, and conditions of that certain Joint Use and Maintenance Agreement dated as of March 2, 2007, recorded in the Probate Office of Dallas County, Alabama, in Book 1368, at Page 780; AMENDED AND RE-STATED as shown by separate instrument dated March 23, 2007, recorded in the Probate Office of Dallas County, Alabama, in Book 1372, at Page 661; FURTHER AMENDED as shown by separate instrument dated October 25, 2011, recorded in the Probate Office of Dallas County, Alabama, in Book 1463, at Page 117; and (vi) all other matters not of record which would be disclosed by an accurate survey and competent inspection of the lands here conveyed.

NONE OF THE ABOVE PROPERTY CONSTITUTES THE HOMESTEAD

Send Tax Notice to:

Robert Rengifo
450 West 17th Street, Apartment 1804
New York, NY 10011

Grantees' Address:

Ricardo L. Rengifo and Bertha Rengifo
2-11 147th Street
Whitestone, NY 11357

Robert Rengifo and Sara R. Collins
450 West 17th Street, Apartment 1804
New York, NY 10011

Grantor's Address:

John Michael Wells
70 County Road 824
Selma, AL 36701

Purchase Price:

\$470,000.00

Date of Transaction:

October 9, 2013

RLPY 1495 240
Recorded In Above Book and Page
10/11/2013 10:39:45 AM
KIMBROUGH L BALLARD
Judge of Probate
Dallas County, Alabama

Deed Tax	136.50
Recording Fee	23.00
TOTAL	159.50

OF GRANTOR OR THE SPOUSE OF GRANTOR.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

To have and to hold the above described real estate unto Grantee, and unto the heirs, assigns, and successors of said Grantee.

Wherever the words Grantor and Grantee appear herein, the same shall include the singular and/or the plural and the masculine and/or feminine, as the case may be.

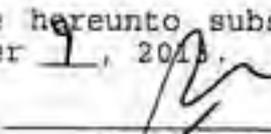
IN WITNESS WHEREOF, Grantor has signed and sealed this conveyance on this the day, month, and year first above written.

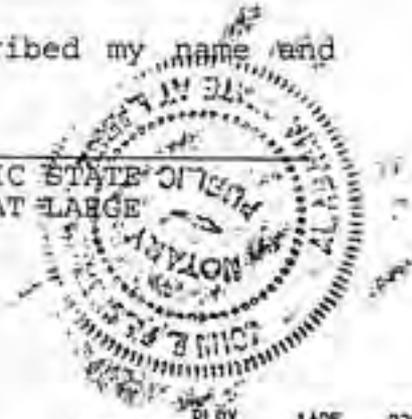

JOHN MICHAEL WELLS

STATE OF ALABAMA
COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that JOHN MICHAEL WELLS, whose name is signed to the above and foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on October 9, 2013.


NOTARY PUBLIC STATE OF ALABAMA AT LARGE



THIS INSTRUMENT PREPARED BY:
JOHN E. PILCHER
PILCHER & PILCHER, P.C.
28 Broad Street - P.O. Box 1250
Selma, Alabama 36701
Telephone: (334)-872-6211

RLPY 1495 239
Recorded In Above Book and Page
10/11/2013 10:39:45 AM
KIMBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama

NOTE: The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.

Deed for 285 acres +/-

3 pages

STATE OF ALABAMA |
COUNTY OF DALLAS |

RLPY 1329 466
Recorded In Above Book and Page
10/14/2005 03:16:21 PM
John W. Jones Jr
Judge of Probate
Dallas County, Alabama

COMMISSIONER'S DEED

THIS INDENTURE, made and entered into on this the 14th day of OCTOBER, 2004, by and between **JOHN C. CALAME**, as Commissioner, as Grantor, and **ROBERT RENGIFO** and **SARA R. COLLINS**, as Grantees;

WITNESSETH:

WHEREAS, the undersigned **JOHN C. CALAME**, Commissioner, was heretofore appointed by the Circuit Court of Dallas County, Alabama, to sell certain property for division and partition among the joint owners as shown by Order of the Circuit Court of Dallas County, Alabama, dated July 9, 2003, in Civil Action No. CV-2000-40; and

WHEREAS, in compliance with said Order, the Grantor entered into a contract to sale the hereinafter described parcel of said property by private sale to the Grantees for the sum of **THREE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$314,380.00)** cash; and

WHEREAS, the sale was reported to the Court on August 23, 2005, no objections having been made to said report, and the Court having confirmed the same by Order dated September 19, 2005; and,

WHEREAS, the Grantees have paid to the Grantor, as Commissioner, the sum of **THREE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$314,380.00)**, as ordered by the Court; and

WHEREAS, the Court ordered said Commissioner to execute and deliver a deed to the Grantees, conveying all right, title and interest in and to the real estate hereinafter described which was owned by the parties to the above cause.

NOW THEREFORE and in consideration of the premises, I, the undersigned Commissioner, **JOHN C. CALAME**, by virtue of the premises and in strict accordance with the aforesaid Order of the Court and Contract of Sale do hereby grant, bargain, sell and convey unto the Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple and to the heirs and assigns of such survivor, together with every contingent remainder and right of reversion, the following described property, situated in the State of Alabama, County of Dallas, to-wit:

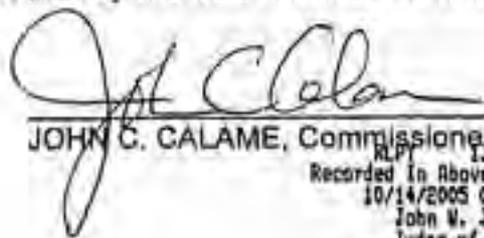
Commencing at a concrete monument found at the SW corner, NE ¼, SW ¼, Section 18, T19N, R11E, Dallas County, Alabama (Point of Beginning), thence N 00 degrees 16' 52" W 3978.07 feet to an iron pin found, thence N 89 degrees 39' 02" E 1419.35 feet to an iron pin found, thence S 85 degrees 03' 29" E 1185.94 feet to an iron pin found, thence S 83 degrees 42' 49" E 2782.19 feet to an iron pin found, thence S 73 degrees 30' 09" E 87.84 feet to a point in Valley Creek Marsh, thence S 00 degrees 09' W 972.38 feet to a point in Marsh, thence S 88 degrees 47' 50" W 457.52 feet to an iron pin set, thence S 88 degrees 47' 50" W 2182.48 feet to an iron pin set, thence S 00 degrees 09' W 1321 feet to a concrete monument found, thence N 87 degrees 45' 43" W 1394.48 feet to a stone found, thence S 00 degrees 52' 15" E 1302.29 feet to a concrete monument found, thence N 88 degrees 18' 52" W 1412.58 feet to the point of beginning, lying in the NE ¼, SW ¼, the E ½, NW ¼, the SW ¼, NE ¼, the N ½, NE ¼, Section 18 and the NW ¼, NW ¼, Section 17, T19N, R11E, Dallas County, Alabama, containing 285.8 acres more or less.

Together with a nonexclusive permanent easement for ingress and egress over and across the timber dirt road running from Dallas County Road No. 272 across and through the property conveyed to NBC Securities, Inc., Custodian for Donald W. Heath, Rollover IRA, in Section 7, T19N, R11E, to the south line of the SE ¼ of Section 7, T19N, R11E.

SUBJECT, HOWEVER, TO: any and all easements, reservations, restrictions, rights-of-way heretofore filed for record which affect said property; all mineral and mining rights heretofore reserved and not owned by the owners of the property; any and all rights of parties in possession, variation in area or in measurements, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record including lack of access which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface.

TO HAVE AND TO HOLD, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple and to the heirs and assigns of such survivor, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, I, JOHN C. CALAME, as Commissioner as aforesaid, have hereunto set my hand and seal on the day and date hereinabove written.


JOHN C. CALAME, Commissioner (SEAL)
R.P. 1329 467
Recorded In Above Book and Page
10/14/2005 03:16:21 PM
John W. Jones Jr
Judge of Probate
Dallas County, Alabama

STATE OF ALABAMA |
COUNTY OF DALLAS |

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that JOHN C. CALAME, whose name as Commissioner, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, and in his capacity as such Commissioner and with full authority executed the same voluntarily, on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL this the 14TH of OCTOBER, 2005.



Kathryn J. Haison
NOTARY PUBLIC
State of Alabama At Large
My Commission Expires: 9/5/06

This Instrument Was Prepared By:
John C. Calame
GAMBLE, GAMBLE & CALAME, LLC
Attorneys at Law
Post Office Box 345
Selma, Alabama 36702-0345

[The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.]

GRANTEES' ADDRESS:

P.O. 645
Greenport, NY 1194

RLPY 1329 468
Recorded In Above Book and Page
10/14/2005 03:16:21 PM
John W. Jones Jr
Judge of Probate
Dallas County, Alabama

Deed Tax	83.50
Recording Fee	17.00
TOTAL	100.50

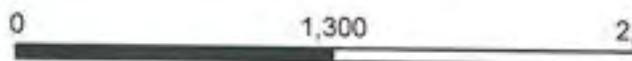


FSN: 3688
Tract: 8191



Printed Date: December 29, 2009
Photography Date: 2009

	CLU Boundary
	CRP Boundary
Wetland Determination Identifiers	
	Restricted Use
	Limited Restrictions
	Exempt from Conservation Compliance Provisions



Disclaimer: Wetland identifiers do not represent size, shape, or specific determination of area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Lake joint use Agreement

4 pages

ALPY 1372 661
Recorded in Above Book and Page
05/08/2007 01:40:03 PM
KIMBROUGH L BALLARD
Judge of Probate
Dallas County, Alabama

STATE OF ALABAMA

COUNTY OF DALLAS

AMENDED AND RE-STATED JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is made and entered into as of March 23, 2007, by and between DONALD W. BORST and LAURIE A. BORST, husband and wife (Borst), and MARTIN C. ROCHA, a married man (Rocha).

WHEREAS, as of March 23, 2007, the parties entered into a Joint Use and Maintenance Agreement regarding a lake situated on the hereafter described lands owned by the parties; and

WHEREAS, the parties wish to amend and re-state said agreement so as to make clear that the rights and easements granted to and acquired by the parties will allow hunting, fishing, and all other recreational activities associated with the use of and ownership of lakes and/or ponds.

NOW, THEREFORE, the premises considered, and for the purposes aforesaid, the parties do hereby amend and re-state the aforesaid Joint Use and Maintenance Agreement as follows:

WHEREAS, Borst has this day acquired title to the following described lands (the Borst Lands) located in Dallas County, Alabama:

The South 2/3 of the South 1/2 of the Southwest 1/4 of Section 17, Township 19 North, Range 11 East, Dallas County, Alabama;

The North 1/2 of the Northwest 1/4; and the Southwest 1/4 of the Northwest 1/4, all in Section 20, Township 19 North, Range 11 East, Dallas County, Alabama;

The South 2/3 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 North, Range 11 East, Dallas County,

Alabama.

SUBJECT, HOWEVER, to a prior real estate mortgage from Borst to The Federal Land Bank Association of South Alabama, FLCA;

and

WHEREAS, Rocha has this day acquired title to the following described lands (the Rocha Lands) located in Dallas County, Alabama:

The South 1/2 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; and the North 1/3 of the South 1/2 of the Southwest 1/4, all in Section 17, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; and the North 1/3 of the Southeast 1/4 of the Southeast 1/4, all in Section 18, Township 19 North, Range 11 East, Dallas County, Alabama;

and

WHEREAS, a lake (the Lake) is situated partly on the Borst Lands and partly on the Rocha Lands; and

WHEREAS, the parties each desire to grant to the other the non-exclusive right to use the surface of the Lake on their respective lands as well as a twenty foot area around the banks of the Lake on their lands, all for the purpose of allowing the parties to hunt, fish, and enjoy all other recreational activities associated with the use of and ownership of lakes and/or ponds; and

WHEREAS, the parties also desire to jointly pay the reasonable cost to maintain the Lake and the associated dam.

NOW, THEREFORE, the premises considered, and for the further consideration of the mutual grants hereafter made, the parties

agree as follows:

1. Borst has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Rocha a non-exclusive easement to use the surface of the Lake on the Borst Lands as well as a twenty foot area around the banks of the Lake on the Borst Lands, all for the purpose of granting Rocha the non-exclusive right to hunt, fish, and enjoy all other recreational activities associated with the use of and ownership of lakes and/or ponds.

2. Rocha has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Borst a non-exclusive easement to use the surface of the Lake on the Rocha Lands as well as a twenty foot area around the banks of the Lake on the Rocha Lands, all for the purpose of granting Borst the non-exclusive right to hunt, fish, and enjoy all other recreational activities associated with the use of and ownership of lakes and/or ponds.

3. The parties shall equally bear and pay all reasonable costs to maintain the Lake and the associated dam. Each party hereby grants to the other party such easements on their respective lands as may be necessary or required to allow the other party to maintain the Lake and the associated dam.

4. The provisions of this Agreement shall inure to the benefit of and shall be fully binding upon all of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.

TO HAVE AND TO HOLD the above described easements unto the respective Grantees, and unto their respective heirs, assigns, and successors.

DONE and AGREED as of March 23, 2007.

Donald W. Borst
DONALD W. BORST

Laurie A. Borst
LAURIE A. BORST

Martin C. Rocha
MARTIN C. ROCHA

DONALD W. BORST, ATTORNEY-IN-FACT
FOR LAURIE A. BORST

STATE OF ALABAMA

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 30 day of April, 2007.

Kim Tipton

NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

STATE OF ALABAMA

COUNTY OF DALLAS

Kim Tipton

Comm exp. 9-14-09

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that ~~DONALD W. BORST~~ ^{LAURIE A. BORST} ~~KT~~, whose name ~~as ATTORNEY IN FACT FOR LAURIE A. BORST~~ ^{KT} is signed to the above and foregoing instrument, and who is known to me.

acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the same bears date for and as the individual act and deed of LAURIE A. BORST.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 30 day of April, 2007.

Kim Tipton

NOTARY PUBLIC STATE OF ALABAMA AT LARGE *Kim Tipton*

Comm. exp 9-14-09

STATE OF Alabama
COUNTY OF Madison

I, the undersigned authority, a Notary Public in and for said County, in said State, do certify that MARTIN C. ROCHA, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 30 day of April, 2007.

Kim Tipton

NOTARY PUBLIC *Kim Tipton*

Comm. exp. 9-14-09

NOTE: NOTARY MUST AFFIX OFFICIAL SEAL OF OFFICE

THIS INSTRUMENT PREPARED BY:
JOHN E. PILCHER
28 Broad Street - P.O. Box 1250
Selma, Alabama 36701

Recording Fee 23.00
TOTAL 23.00

NOTE: The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.

Right of Way + Easement 4 pages

STATE OF ALABAMA
COUNTY OF DALLAS

Recorded In Above Book and Page
03/23/2007 02:48:59 PM
KIMBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama

RIGHT-OF-WAY DEED AND EASEMENT

THIS INDENTURE is made as of March 23, 2007, by and between DONALD W. BORST and LAURIE A. BORST, husband and wife, hereinafter called Grantor, and MARTIN C. ROCHA, a married man, whose address is 400 Emery Drive, Suite 200, Hoover, Alabama 35244, hereinafter called the Grantee.

W I T N E S S E T H:

That for and in consideration of the sum of \$100.00 cash, and other good and valuable considerations, in hand paid to Grantor by Grantee, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, Grantor has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee a non-exclusive easement and right-of-way for purposes of access, ingress, and egress and for utility service to and from lands now owned by Grantee in Sections 17, 20, 18 and 19, Township 19 North, Range 11 East, Dallas County, Alabama, on over, upon, across, and through Grantor's lands to the end point of that certain easement which runs from Dallas County Road Number 37 to an end point on Grantor's Land, said end point being located on the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 North, Range 11 East, Dallas County, Alabama. Said non-exclusive easement and right-of-way is more particularly described as follows:

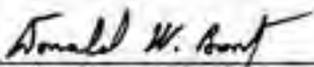
A twenty foot non-exclusive easement and right-of-way all as shown on the map attached hereto as Exhibit "A".

Should Grantee obtain another or different easement or right-of-way for access to and from Grantee's Land to Dallas County Road Number 37 then the title to the right-of-way and easement here granted shall revert unto Grantor, and all rights of Grantee in and to the right-of-way and easement here granted shall terminate.

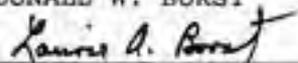
TO HAVE AND TO HOLD the above described right-of-way and easement unto Grantee, and unto the heirs, assigns, and successors of Grantee, in fee simple absolute forever, but subject to the reversion rights herein setforth.

Wherever the words Grantors and Grantee appear herein, the same shall include the singular and/or the plural and the masculine and/or feminine, as the case may be.

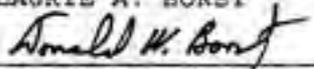
IN WITNESS WHEREOF, Grantors has signed and sealed this conveyance on this the day, month, and year first above written.



DONALD W. BORST



LAURIE A. BORST



DONALD W. BORST, ATTORNEY-IN-FACT
FOR LAURIE A. BORST

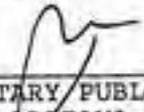
STATE OF ALABAMA

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same

voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 23rd, 2007.

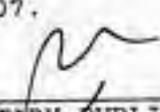


NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

STATE OF ALABAMA
COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name as ATTORNEY-IN-FACT FOR LAURIE A. BORST, is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the same bears date for and as the individual act and deed of LAURIE A. BORST.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 23rd, 2007.

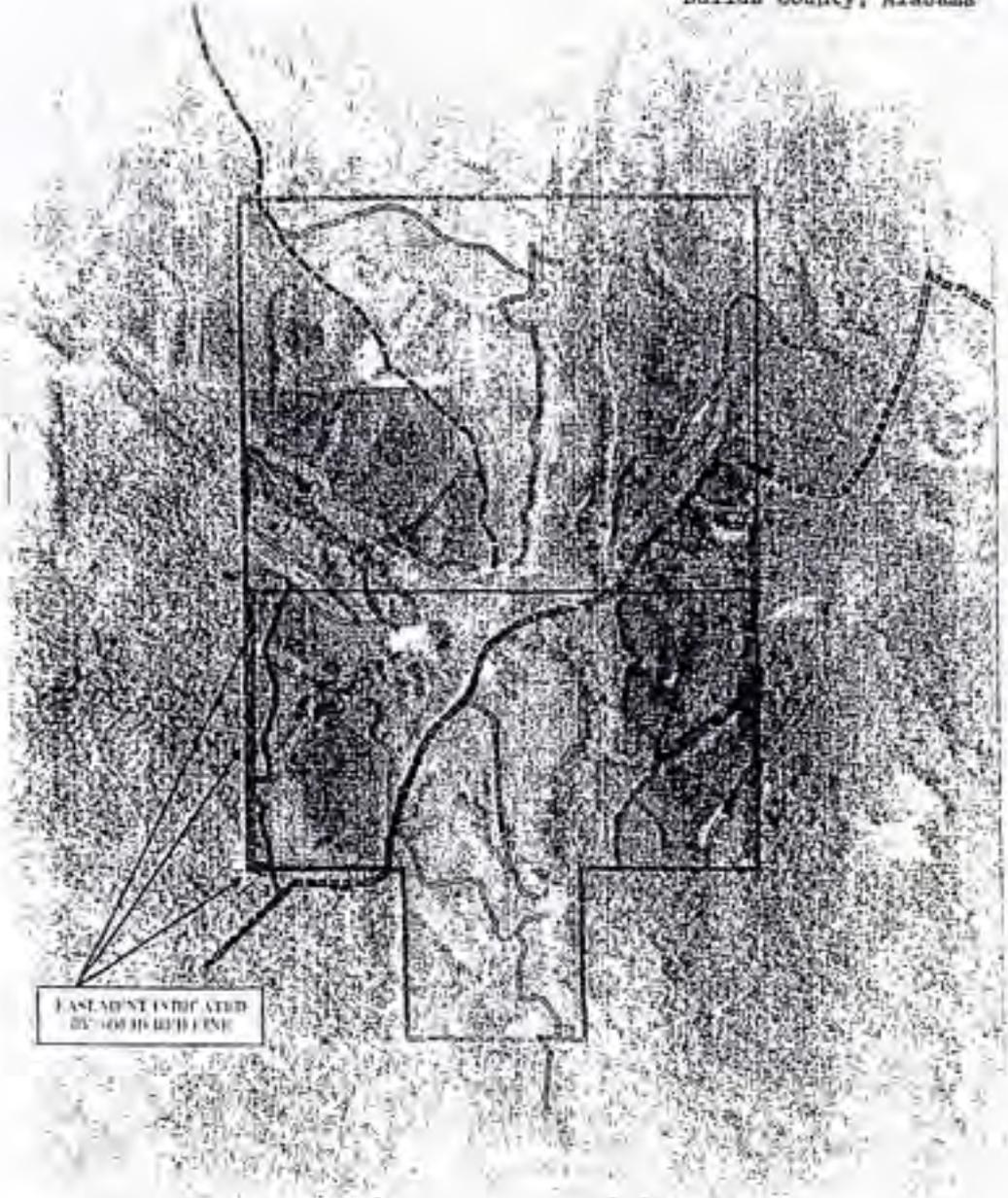


NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

THIS INSTRUMENT PREPARED BY:
JOHN E. PILCHER
PILCHER & PILCHER, P.C.
28 Broad Street - P.O. Box 1250
Selma, Alabama 36701
Telephone: (334)-872-6211

NOTE: The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.

RIPY 1368 767
Recorded in Above Book and Page
01/23/2007 02:48:59 PM
KIMBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama



EASEMENT INDICATED
BY DASHED LINE

Utility Easement Agreement 4 pages

STATE OF ALABAMA

COUNTY OF DALLAS

RDY 1368 768
Recorded In Above Book and Page
03/23/2007 02:56:05 PM
KIMBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama

UTILITY EASEMENT AGREEMENT

This Agreement is made and entered into as of March 23, 2007, by and between DONALD W. BORST and LAURIE A. BORST, husband and wife, hereinafter called Grantor, and MARTIN C. ROCHA, a married man, whose address is 400 Emery Drive, Suite 200, Hoover, Alabama 35244, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, Grantor has this dated acquired title to the following lands located in Dallas County, Alabama (the Borst Lands):

The South 2/3 of the South 1/2 of the Southwest 1/4 of Section 17, Township 19 North, Range 11 East, Dallas County, Alabama;

The North 1/2 of the Northwest 1/4; and the Southwest 1/4 of the Northwest 1/4, all in Section 20, Township 19 North, Range 11 East, Dallas County, Alabama;

The South 2/3 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 North, Range 11 East, Dallas County, Alabama;

and

WHEREAS, Grantee has this dated acquired title to the following lands located in Dallas County, Alabama (the Rocha Lands):

The South 1/2 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; and the North 1/3 of the South 1/2 of the Southwest 1/4, all in Section 17, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; and the North 1/3 of the

Southeast 1/4 of the Southeast 1/4, all in Section 18, Township 19 North, Range 11 East, Dallas County, Alabama;

and

WHEREAS, it is contemplated that Grantor will arrange for utility service (Lake Service) on the Borst Lands to serve a lake which is located on the Borst Lands and the Rocha Lands; and

WHEREAS, it is agreed that Grantor will pay for the cost of establishing Lake Service, if such service is desired by Grantor; and

WHEREAS, if Grantor arranges for Lake Service, Grantor has agreed with Grantee that Grantee may tie in to the Lake Service so as to provide utility service to the Rocha Lands; and

WHEREAS, if Grantee elects to tie on to the Lake Service, it is agreed that Grantee shall pay the entire cost to make such tie-in.

NOW, THEREFORE, the premises considered, and for the further consideration of \$1.00, cash, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

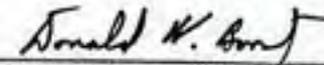
1. Grantor agrees that if Grantor arranges for establishment of the Lake Service, Grantee shall have the right to tie-in to the Lake Service so as to provide utility service to the Rocha Lands.

2. All cost to tie-in to the Lake Service shall be paid by Grantee.

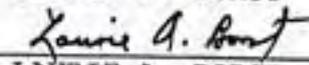
3. Grantor agrees to grant Grantee or the utility provider (or both) such easements and pole and powerline permits as may be necessary or required to allow Grantee to tie-in to the Lake

Service.

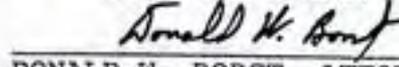
DONE and AGREED as of March 23, 2007.



DONALD W. BORST



LAURIE A. BORST



DONALD W. BORST, ATTORNEY-IN-FACT
FOR LAURIE A. BORST



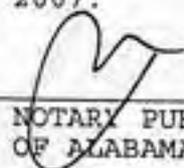
MARTIN C. ROCHA

STATE OF ALABAMA

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March ~~23~~^{23rd}, 2007.



NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

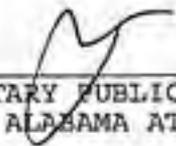
STATE OF ALABAMA

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose

name as ATTORNEY-IN-FACT FOR LAURIE A. BORST, is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the same bears date for and as the individual act and deed of LAURIE A. BORST.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 22nd 2007.

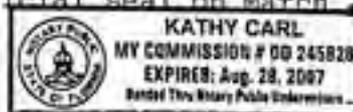

NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

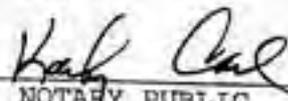
STATE OF FLORIDA

COUNTY OF Walton

I, the undersigned authority, a Notary Public in and for said County, in said State, do certify that MARTIN C. ROCHA, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 22, 2007.




NOTARY PUBLIC

NOTE: NOTARY MUST AFFIX OFFICIAL SEAL OF OFFICE

THIS INSTRUMENT PREPARED BY:
JOHN E. PILCHER
28 Broad Street - P.O. Box 1250
Selma, Alabama 36701
Telephone: (334)-872-6211

Deed Tax	0.50
Recording Fee	20.00
TOTAL	20.50

R/PY 1368 771
Recorded In Above Book and Page
03/23/2007 02:56:05 PM
KINGBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama

STATE OF ALABAMA |

COUNTY OF DALLAS |

EASEMENT

RDY 1368 250
Recorded In Above Book and Page
03/16/2007 03:54:44 PM
KIMBROUGH L. BALLARD
Judge of Probate
Dallas County, Alabama

THIS INDENTURE, made and entered into on this the 25th day of January, 2007, by and between ESTATE OF E. S. MILLER and ESTATE OF OPHA MILLER, hereinafter referred to as GRANTORS, and TRUSTEES UNDER WILL OF WALLACE A. BUCHANAN, and TODD T. STEWART, hereinafter referred to as GRANTEES;

WITNESSETH:

That for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, cash in hand paid to Grantors by Grantees, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantors do hereby give, grant, bargain, sell and convey unto the said Grantees a perpetual and non-exclusive easement and right-of-way of ingress and egress for road and utility lines over and across the following described property in Dallas County, Alabama, viz:

Over and across the existing access road (known as Buford Blvd.) and 15' on both sides of centerline thereof, located in the NE 1/4 of Section 19, T19N, R11E, which runs from County Road 272 across Grantors' property to the property of Grantees. Said easement is illustrated on map attached hereto and marked Exhibit "C".

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said easement unto the said Grantees, their heirs, successors and assigns, forever.

Neither Grantors nor Grantees have any duty or responsibility for repairs or upkeep of said easement.

IN WITNESS WHEREOF, Grantors have hereunto executed this conveyance on this the day and in the year first hereinabove written.

ESTATE OF E. S. MILLER and
ESTATE OF OPHA MILLER

By: William H. Deramus
WILLIAM H. DERAMUS
Real Estate Manager

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that, **WILLIAM H. DERAMUS**, whose name as Real Estate Manager for **ESTATE OF E. S. MILLER** and **ESTATE OF OPHA MILLER** 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 Real Estate Manager, and with full authority, did execute the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL this the 25th day of January, 2007.

Kristal A. Harris
Notary Public, State of Alabama at Large

My Commission Expires: _____

(SEAL)

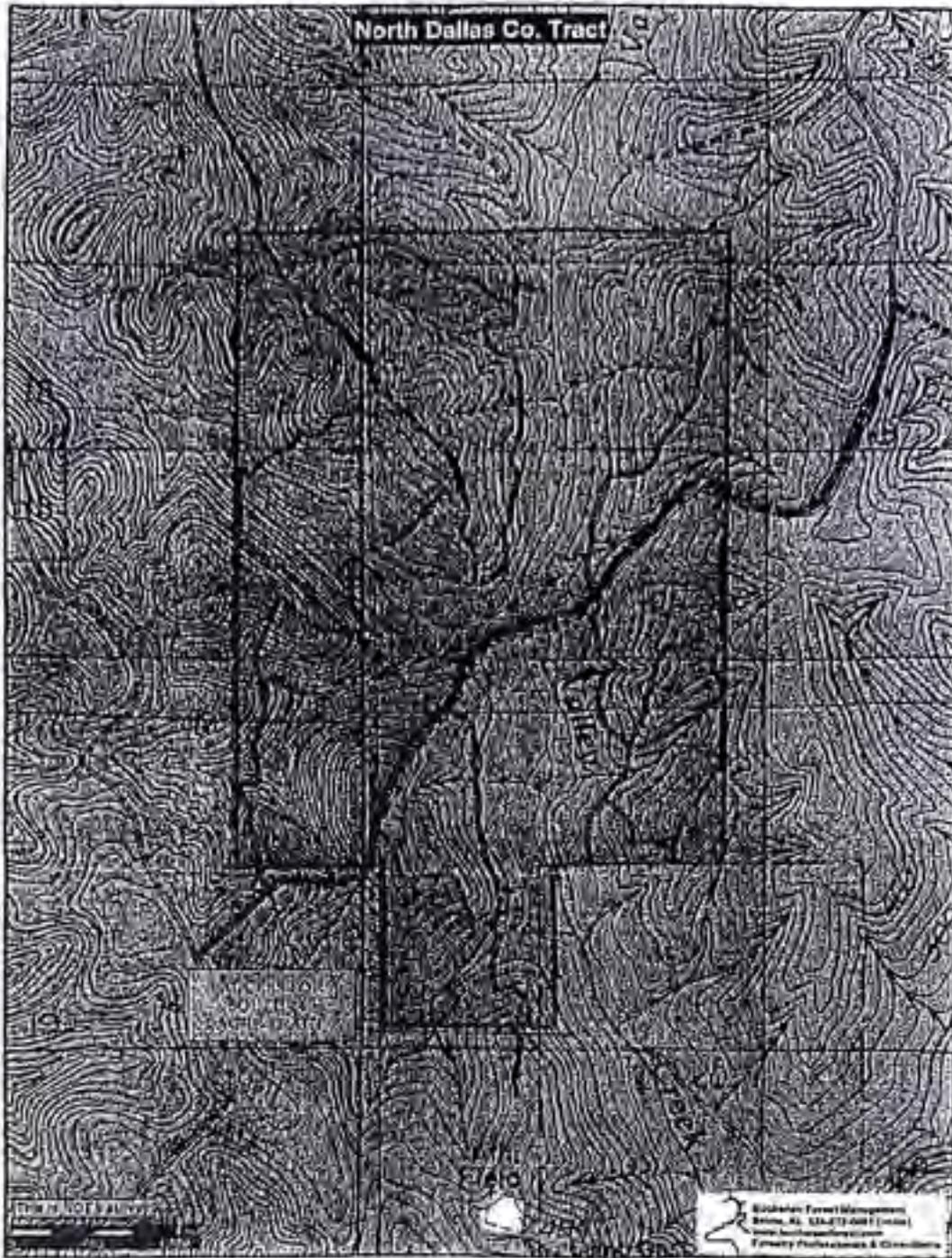
GRANTEES' ADDRESS:
Buchanan Hardwoods, Inc.
1064 Valley Creek Church Road
Selma, AL 36701

RLPY 1368 261
Recorded in Above Book and Page
03/16/2007 03:54:44 PM
KIMBROUGH L BALLARD
Judge of Probate
Dallas County, Alabama

The preparation of this document does not constitute an examination of title as to the property described herein. The preparing attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.

THIS INSTRUMENT PREPARED BY:
Archie T. Reeves, Jr.
Reeves & Stewart, P.C.
P. O. Box 447
Selma, Alabama 36702-0447

"EXHIBIT C"
ACCESS MAP



Post Tax	0.00
Recording Fee	17.00
TOTAL	17.00

RPY 1368 262
Recorded In Above Book and Page
03/16/2007 03:54:44 PM
KIRKWOOD L. BOLLARD
Judge of Probate
Dallas County, Alaska

STATE OF ALABAMA

COUNTY OF DALLAS

JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is made and entered into as of March 23, 2007, by and between DONALD W. BORST and LAURIE A. BORST, husband and wife (Borst), and MARTIN C. ROCHA, a married man (Rocha).

WHEREAS, Borst has this day acquired title to the following described lands (the Borst Lands) located in Dallas County, Alabama:

The South 2/3 of the South 1/2 of the Southwest 1/4 of Section 17, Township 19 North, Range 11 East, Dallas County, Alabama;

The North 1/2 of the Northwest 1/4; and the Southwest 1/4 of the Northwest 1/4, all in Section 20, Township 19 North, Range 11 East, Dallas County, Alabama;

The South 2/3 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 North, Range 11 East, Dallas County, Alabama.

SUBJECT, HOWEVER, to a prior real estate mortgage from Borst to The Federal Land Bank Association of South Alabama, FLCA;

and

WHEREAS, Rocha has this day acquired title to the following described lands (the Rocha Lands) located in Dallas County, Alabama:

The South 1/2 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; and the North 1/3 of the South 1/2 of the Southwest 1/4, all in Section 17, Township 19 North, Range 11 East, Dallas County, Alabama; and

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; and the North 1/3 of the Southeast 1/4 of the Southeast 1/4, all in Section 18, Township 19 North, Range 11 East, Dallas County, Alabama;

and

WHEREAS, a lake (the Lake) is situated partly on the Borst Lands and partly on the Rocha Lands; and

WHEREAS, the parties each desire to grant to the other the non-exclusive right to use the surface of the Lake on their respective lands as well as a twenty foot area around the banks of the Lake on their lands; and

WHEREAS, the parties also desire to jointly pay the reasonable cost to maintain the Lake and the associated dam.

NOW, THEREFORE, the premises considered, and for the further consideration of the mutual grants hereafter made, the parties agree as follows:

1. Borst has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Rocha a non-exclusive easement to use the surface of the Lake on the Borst Lands as well as a twenty foot area around the banks of the Lake on the Borst Lands.

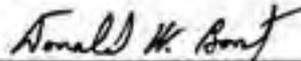
2. Rocha has granted, bargained, and sold, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Borst a non-exclusive easement to use the surface of the Lake on the Rocha Lands as well as a twenty foot area around the banks of the Lake on the Rocha Lands.

3. The parties shall equally bear and pay all reasonable costs to maintain the Lake and the associated dam. Each party hereby grants to the other party such easements on their respective lands as may be necessary or required to allow the other party to maintain the Lake and the associated dam.

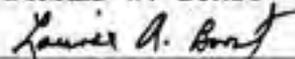
4. The provisions of this Agreement shall inure to the benefit of and shall be fully binding upon all of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.

TO HAVE AND TO HOLD the above described easements unto the respective Grantees, and unto their respective heirs, assigns, and successors.

DONE and AGREED as of March 23, 2007.



DONALD W. BORST



LAURIE A. BORST



DONALD W. BORST, ATTORNEY-IN-FACT
FOR LAURIE A. BORST



MARTIN C. ROCHA

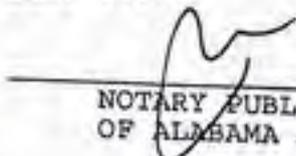
STATE OF ALABAMA

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name is signed to the above and foregoing instrument, and who is

known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 23rd 2007.

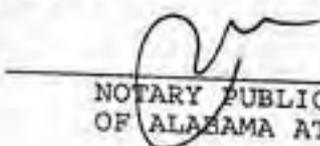


NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

STATE OF ALABAMA
COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do certify that DONALD W. BORST, whose name as ATTORNEY-IN-FACT FOR LAURIE A. BORST, is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the same bears date for and as the individual act and deed of LAURIE A. BORST.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 23rd 2007.



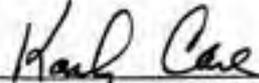
NOTARY PUBLIC STATE
OF ALABAMA AT LARGE

STATE OF FLORIDA
COUNTY OF Walton

I, the undersigned authority, a Notary Public in and for said

County, in said State, do certify that MARTIN C. ROCHA, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 22, 2007.



NOTARY PUBLIC

NOTE: NOTARY MUST AFFIX OFFICIAL SEAL OF OFFICE



Recording Fee 23.00
TOTAL 23.00

Recorded RLPY 1368 784
In Above Book and Page
03/23/2007 03:05:46 PM
KIMBROUGH L BALLARD
Judge of Probate
Dallas County, Alabama

THIS INSTRUMENT PREPARED BY:
JOHN E. PILCHER
28 Broad Street - P.O. Box 1250
Selma, Alabama 36701
Telephone: (334)-872-6211

NOTE: The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.