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

- Aerial Map
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- Deed for 285 acres (3 pages)
- Lake Joint Use Agreement (5 pages)
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- Utility Easement Agreement (4 pages)
- Previous Easement Agreement
- Previous Lake Joint Use Agreement

565 acres +/- Dallas County Rengifo Dallas County, Alabama, 565 AC +/-





565 acres +/- Dallas County Rengifo Dallas County, Alabama, 565 AC +/-





565 acres +/- Dallas County Rengifo

Dallas County, Alabama, 565 AC +/-





565 acres +/- Dallas County Rengifo

Dallas County, Alabama, 565 AC +/-





565 acres +/- Dallas County Rengifo Dallas County, Alabama, 565 AC +/-









MAP LEGEND				MAP INFORMATION		
Area of Inte	e rest (AOI) Area of Interest (AOI)	Backgrou	nd Aerial Photography	The soil surveys that comprise your AOI were mapped at 1:20,000.		
Soils				Please rely on the bar scale on each map sheet for map		
Soil Rati	ng Polygons			measurements.		
	<= 82			Source of Map: Natural Resources Conservation Service		
	> 82 and <= 88			Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)		
	> 88 and <= 98			Maps from the Web Soil Survey are based on the Web Mercat		
	Not rated or not available			projection, which preserves direction and shape but distorts		
Soil Rating Lines			distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more			
~	<= 82			accurate calculations of distance or area are required.		
~~	> 82 and <= 88			This product is generated from the USDA-NRCS certified data		
~	> 88 and <= 98			of the version date(s) listed below.		
	Not rated or not available			Soil Survey Area: Dallas County, Alabama Survey Area Data: Version 19, Sep 11, 2023		
Soil Rati	ng Points			Soil man units are labeled (as snace allows) for man scales		
	<= 82			1:50,000 or larger.		
	> 82 and <= 88			Date(s) aerial images were photographed: Oct 26, 2021—I		
	> 88 and <= 98			22, 2021		
	Not rated or not available			The orthophoto or other base map on which the soil lines were		
Water Feat	ures			complied and digitized probably differs from the background imagery displayed on these maps. As a result, some minor		
	Streams and Canals			shifting of map unit boundaries may be evident.		
Transporta	tion					
++++	Rails					
~	Interstate Highways					
~	US Routes					
\sim	Major Roads					
~	Local Roads					

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 Ioam	98	88.9	15.8%
Totals for Area of Intere	st	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





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 1/ from Mike Wells 4 pages

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

STATE OF ALABAMA COUNTY OF DALLAS

STATUTORY WARRANTY DEED

THIS INDENTURE, made the $9^{=}$ 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. <u>LESS</u> <u>AND EXCEPT. HOWEVER</u>, 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.

the Southeast 1/4 of the Northeast 1/4; the ALSO, 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 <u>SUBJECT</u> 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 <u>SUBJECT</u> 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; <u>AMENDED AND RE-STATED</u> as shown by separate instrument dated March 23, 2007, recorded in the Probate Office of Dallas County, Alabama, in Book 1372, at Page 661; <u>FURTHER</u> <u>AMENDED</u> 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

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RECORDEd In Above Book and Page 10/11/2013 10:39:45 AM KIMEROUGH L BALLARD Judge of Probate Dallas County, Alabama 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, Rlabama

> 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.

14 m 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 1, 200 NOFARY PUBLIC STATE OF ALABAMA AT LARGE OF ALABAMA AT LARGE THIS INSTRUMENT PREPARED BY:

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

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<u>NOTE</u>: 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 +/-

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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 <u>14</u>th day of <u>OCTOBER</u>, 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 14, SW 14. 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 1/2, NW 1/4, the SW 1/4, NE 1/4, the N 1/2, NE 1/4, Section 18 and the NW 1/4, 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.

(SEAL) JOHN C. CALAME, Commissioner 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

SEAL

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.

and NOTARY State of Alabama At Large My Commission Expires:

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.D. 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 USDA Farm Service Agency

Dallas County, Alabama



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

STATE OF ALABAMA COUNTY OF DALLAS RLPY 1372 661 Recorded In Above Book and Page 05/08/2007 01:40:03 PM KIMBRDUGH L BALLARD Judge of Probate Dallas County, Alabama

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 Agrement 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 Agrement 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.

<u>SUBJECT, HOWEVER</u>, 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

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RLPY 1372 662 Recorded In Above Book and Page 05/08/2007 01:40:03 PM KIMBROUGH L BALLARD Judge of Probate Dallas County, Alabama

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.

> RECORDED IN Above Book and Page 05/08/2007 01:40:03 PH KIMBROUGH L BALLARD Judge of Probate Dallas County, Alabama

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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;

NKB DONAT.D W BORRT MARTIN ROCHA

BORS

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 0, 2007.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE Kim Tipton Comm up. 9-1409

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,

> RLPY 1372 664 Recorded In Above Book and Page 05/08/2007 01:40:03 PM KIMBROUGH L BALLARD Judge of Probate Ballas County, Alabama

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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 <u>30</u> day of <u>april</u>, 2007.</u>

NOTARY PUBLIC STATE Kim Tipton OF ALABAMA AT LARGE

Comm. 2xp 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 <u>30</u> day of <u>4pri/</u>, 2007.</u>

Kin Joton NOTARY PUBLIC KIM -ap. 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

<u>NOTE</u>: 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.

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RECORDED IN ABOVE BOOK and Page 05/08/2007 01:40:03 PM KIMBRDUGH L BALLARD Judge of Probate Dallas County, Alabama

Right of Way + Easement 4 pages

STATE OF ALABAMA COUNTY OF DALLAS RLPY 1368 764 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.

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 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.

I. W. K. BORST 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

-2-

REDY 1368 765 Recorded In Above Book and Page 03/23/2007 02:48:59 PM KINSKOUCH L BALLARD Judge of Probate Dallas County, Alabama voluntarily on the same bears date.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on March 231, 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 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

<u>NOTE</u>: 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.

RECORDED IN ABOVE BOOK and Page 03/23/2007 02:48:59 PM KINSROUGH L BRLLARD Judge of Probate Dallas County, Alabama

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Utility Easement Agreement 4 pages

STATE OF ALABAMA COUNTY OF DALLAS RLPY 1368 768 Recorded In Blove Book and Page 03/23/2007 02:56:05 PM KIMBROUGH L BALLARD Judge of Probate Dallas County, Alabama

UTILITY EASEMENT AGREEMENT

This Agrement 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.

WITNESSETH:

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:

 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.

 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

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RLPY 1368 769 Recorded In Above Book and Page 03/23/2007 02:56:05 PM KINEROUGH L BALLARD Judge of Probate Dallas County, Alabama Service.

DONE and AGREED as of March 23, 2007.

Donald W. Borst 9. A. BORST DONALD W. BORST ATTORNEY-IN-FACT FOR LAURIE RST 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 232, 2007.

> PUBLIC STATE 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

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Recorded I Dallas County, Alabama 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 2r, 2007.

FUBLIC STATE NOTARY OF ALAZAMA AT LARGE

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

KATHY CARL MY COMMISSION # DD 245828 EXPIRES: Aug. 28, 2007 Reddi Thy Runy Falls Endewring	Kal Cal	
	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 Recording Fee TOTAL

20.00

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REPY 1368 771 Recorded In Rbove Book and Page 03/23/2007 02:56:05 PM KIMEROUGH L BALLARD Judge of Probate Dallas County, Alabama STATE OF ALABAMA COUNTY OF DALLAS

EASEMENT

Recorded In Above Book and Page 03/16/2007 03:54:44 PM KINEROUGH L BALLARD Judge of Probate Ballas 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

Real Estate Manager

STATE OF ALABAMA

COUNTY OF DALLAS

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 25 day of January, 2007.

Notary Public, State of Alabama at Large

NOL

My Commission Expires:

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

(SEAL

RLPY 1368 261 Recorded In Above Book and Page 03/16/2007 03:54:44 PM KINEROUGH 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



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RLPY 1368 262 Recorded In Above Book and Page 03/16/2007 03:54:44 PM KIMEROUGH L BALLARD Judge of Probate Balles County, Alabama

RECORDED IN Above Book and Page 03/23/2007 03:05:46 PM KIMEROUGH L BRLLARD Judge of Probate Dallas County, Alabama

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.

<u>SUBJECT, HOWEVER</u>, 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:

 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.

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REDY 1368 781 Recorded In Above Book and Page 03/23/2007 03:05:46 PM KINSROUGH L BALLARD Judge of Probate Dallas County, Alabama 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.

Amal W. Bont DONALD W. BORST Laure A. Bon LAURIE A. BORST 1. 100 DONALD W. BORST, ATTORNEY-IN-FACT FOR LAURIE BERST

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

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RECORDED IN ABOVE BOOK and Page 03/23/2007 03:05:46 PM KINSROUGH L BALLARD Judge of Probate Ballas County, Alabama 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 23.22007.

NOTARY PUBLIC STATE ALABAMA AT LARGE OF

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 2007.

NOTARY PUBLIC STATE OF ALASAMA AT LARGE

COUNTY OF Walton

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

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RECorded In Above Book and Page 03/23/2007 03:05:46 PM KIMBROUGH L BALLARD Judge of Probate Dallas County, Alabama 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.

NOTE: NOTARY MUST AFFIX OFFICIAL SEAL OF OFFICE



Recording Fee

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RLPY 1368 784 Recorded 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.

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