

1887

GENERAL PARTNERSHIP AGREEMENT  
OF  
EDDLEMAN & ASSOCIATES

This General Partnership Agreement (the "Agreement") made this 13<sup>th</sup> day of April, 1987 by and between The Meadows, Ltd., an Alabama limited partnership ("The Meadows") and Jefferson Land Services, Inc., an Alabama corporation ("Jefferson"),

W I T N E S S E T H:

WHEREAS, The Meadows and Jefferson (hereinafter sometimes referred to together as the "Partners") desire to form a general partnership for the purpose of acquiring, owning, holding, managing, operating, improving, developing, leasing, selling and otherwise dealing with real property or any interest therein.

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements hereinafter contained, and in further consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, the partners do hereby agree and bind themselves as follows:

1. Formation and Name of Partnership. The Partners hereby associate themselves together as a General Partnership for the purposes enumerated in Section 2 hereof. The name of the Partnership shall be "Eddleman & Associates" or such other name as the Partners shall agree upon. None of the Partners shall

have any power to bind the other Partner except as specifically provided in this Agreement.

2. Purposes. The purposes of the Partnership are as follows:

(a) To develop the real property located in Shelby County, Alabama and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property") in stages (such development to include, among other things, construction of roads, sewers, installation of water, gas and electric utilities) for single family residential use as permitted in the applicable zoning; and

(b) To subdivide the Property into residential lots and to sell such lots to developers and users for construction of residential structures in compliance with the applicable zoning and subdivision regulations for sums which will result in the highest profit for the Partnership. The acquisition, development and sale of the Property being herein sometimes referred to as the "Project"; and

(c) The Project shall be developed in the manner and in the sequence to be agreed upon by the Partners, provided that the Property will be developed so that there will be a minimum inventory of 100 marketable lots at all times, and the Partnership shall have all the powers reasonably necessary or incident to the carrying

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out of its purposes as aforesaid, all subject to the terms, provisions and conditions herein contained.

3. Duration and Termination.

(a) The Partnership shall begin on the date hereof and shall terminate upon completion of the Project, the sale of all the Property and the complete distribution of any funds available for distribution and any remaining assets pursuant to Section 14 hereof.

(b) The Partnership may terminate prior to completion of the Project upon occurrence of any of the following events:

(i) the Partners agree to its termination;

(ii) the Partners disagree on a matter that they are unwilling to submit to arbitration pursuant to Section 20 hereof; or

(iii) as otherwise provided by law; provided, however, that none of the Partners shall file or pursue any partitioning, dissolution or liquidation, petitioning or action in any court without first having made a good faith effort to sell its interest in the Partnership as provided in Section 15 hereof.

(c) In the event of termination of the Partnership prior to completion of the Project, a full account of the assets and liabilities of the Partnership shall be taken and the assets liquidated as promptly as possible

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by either or both of the following methods:

(i) selling the Partnership assets and distributing the net proceeds therefrom (after payment or providing for the payment of Partnership liabilities including payment of any then remaining balance of any accrued but unpaid return due on any Operating Capital Contributions made by Jefferson) to each Partner in the same proportion as its percentage interest as set forth in Section 7 hereof; or

(ii) distributing the Partnership assets to the Partners in kind, (after payment or providing for the payment of Partnership Liabilities, including payment of any then remaining balance of any accrued but unpaid return due on any Operating Capital Contributions made by Jefferson) each Partner accepting a proportionate part of such assets and liabilities in the same proportion as its percentages interest as set forth in Section 7 hereof, the relative value of such proportionate parts to be determined by appraisal as provided in Section 18 hereof.

4. Principal Office. The principal place of business of the Partnership will be 510 Bank for Savings Building, Birmingham, Alabama 35203, or such other place as the Parties shall agree upon.

5. General Responsibilities of Partners.

(a) It is anticipated that substantial funds will be required in connection with the marketing and development of the Property by the Partnership. The need for such Project working capital and development funds and the amount required from time to time for such purposes shall be determined by the Partners. When a decision is reached by the Partners that Project working

capital or development funds are needed, Jefferson will advance funds to the extent the Partnership needs working capital and development funds. The Partners shall prepare a budget to identify the amount and timing of the Partnership's capital requirements. The Partners have agreed to a budget for the acquisition of the Property and the development of the first phase. All funds provided by Jefferson are to be in the form of a non-recourse loan from Jefferson Federal Savings and Loan Association of Birmingham ("Jefferson Federal") to the Partnership secured by a first mortgage on the Property. In no event shall the loan exceed Six Million and No/100 (\$6,000,000.00) Dollars.

(b) The Meadows will be primarily responsible for coordinating the development and marketing of the various phases of the Property and, without limiting the generality of the foregoing, shall be responsible for the following:

(i) preparing a Plan for the development and marketing of the Property, including a Development Schedule, construction and operating budgets, cash demand schedules and general operating fund requirements;

(ii) selecting architects, engineers and contractors and management agents for the development of the Project phases;

(iii) preparing market research studies, negotiating and obtaining construction bids for contracts for the Project; securing all necessary governmental permits and licenses; and

(iv) maintaining books of account for the Partnership and handling the accounting and audit of the accounts of the Partnership at least annually or at such other interval as may be agreed upon by the Partners.

(v) to execute contracts and options for the sale of lots at prices predetermined by the Partners;

(vi) to receive and disburse funds in accordance with the approved budget and to incur obligations on behalf of the Partnership for development and construction activities which have been approved by Jefferson under Section 5(c).

(c) The undertakings and responsibilities of The Meadows as provided in Section 5 (b) above shall be subject to and limited as follows:

(i) No steps shall be taken by The Meadows which may result in a substantial change in the operation or policies of the Partnership without the prior consent of Jefferson.

(ii) Notwithstanding anything to the contrary herein provided, Jefferson shall have the right and authority to:

- (1) Review and approve all governmental permits and licenses, Development Plan, Development Schedule, construction and operating budgets, cash demand schedules, general operating funds, prepared by The Meadows.
- (2) Review and approve any and all accounting and bookkeeping procedures, reporting and operating statements.
- (3) Review and approve selections of architects, engineers, contractors, management agents, attorneys, accountants and real estate brokers who perform services for and on behalf of the Partnership.
- (4) Review and approve selection of all depositories, insurance companies used or employed by the Partnership.

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6. Financing and Distributions. Jefferson will provide financing to the Partnership. Jefferson shall obtain a loan for the Partnership from Jefferson Federal, which loan shall be secured by a first mortgage on the Property. The loan shall be for a term of three (3) years from the date of closing and will bear interest at the prime rate of AmSouth Bank N.A. which shall fluctuate from time to time, and the interest shall be adjusted on the first day of each month. The loan will be funded as and when needed by the Partnership. Such loan shall include a reserve sufficient for payment of interest on a semi-annual basis throughout the term thereof and principal shall be repaid from the proceeds of lot sales consistent with the distribution provisions of Section 13 of this Agreement. If for any reason the Partnership is unable to fund the loan, either Partner shall have the right to advance funds to avoid a default and the sums so advanced shall be treated as a loan to the Partnership, repayable with interest at the legal rate before any distributions are made to the Partnership.

7. Capital Interest of Partners. The capital interest of the Partners in the Partnership shall be as follows:

The Meadows	50%
Jefferson	50%

8. Income Tax Returns, Tax Accounting, Tax Elections, Partners Distributable Shares Taxable Income.

(a) Federal and State income tax returns for the Partnership shall be prepared by the independent auditors, or shall be prepared by the Management Committee

hereinafter designated and reviewed by the independent auditors. Copies of all tax returns of the Partnership shall be furnished for review and approval by each of the Partners at least thirty days prior to the date for filing. If any Partner shall fail to approve any such return, then application for extension from time to time shall be timely filed by the Management Committee;

(b) Partnership income and deductions are to be reported under the method of accounting agreed to by the Partners. The accounting period for the Partnership for tax purposes shall be the calendar year;

(c) To the extent permissible under the existing tax laws, the following charges and expenses incurred during the period of construction and development shall be treated for income tax purposes as current expenses and shall not be charged to capital asset accounts:

- (i) interest expenses;
- (ii) taxes, including, but without limitation, property, payroll and sale and use taxes;
- (iii) general management expenses;
- (iv) accounting expenses;
- (v) travel and entertainment expenses;
- (vi) insurance premiums, including, but without limitation, fire and extended coverage, builders risk, liability and surety bonds;



(vii) development expenses not attributable to the property and improvements.

(d) The Partners' distributive shares of each Partnership item of income, gain, loss, deduction or credit, for federal income tax purposes shall be determined as follows:

The Meadows	50%
Jefferson	50%

(e) Tax decisions and elections for the Partnership not provided herein shall be agreed upon by the Partners.

9. Project - Development of Land.

(a) It is intended, pursuant to Section 2 of this Agreement, to develop and improve the entire Property in accordance with a Development Plan to be prepared by The Meadows and which Plan may be modified by mutual agreement of the Partners from time to time. It is anticipated that, as an objective, the development of the Property shall be done in two phases and extend over a period of not more than seven years from the date hereof and that sale of all the Property shall be completed not later than seven years from the date hereof.

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(b) The development of the Property shall include, among other things, the construction of roads and site grading, installation of sewers, water, gas, electric and other utilities for single family and residential uses, including the securing of any and all government permits and licenses required for such development.

10. Management and Operation of the Partnership;

Management Committee.

(a) The business and affairs of the Partnership shall be controlled by the unanimous decision of the Partners acting through Designated Partners as described below. The Meadows and Jefferson shall each designate in writing, delivered to the other Designated Partner, one or more individuals, each of whom may represent a Designated Partner at meetings of the Partners; provided, however, that each Designated Partner shall have but one vote. Each Designated Partner may, from time to time, change the individual or individuals designated by it as its representative or representatives upon written notice to the other Designated Partner. No meeting of the Partnership shall be held unless at least one representative of each Designated Partner is present. The individuals designated from time to time by the Designated Partners shall constitute the Management Committee of the Partnership. The Management Committee shall meet not less frequently than once each month.

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Dates, times and places of meeting shall be determined by the Management Committee. Until further notice Billy D. Eddleman, as President of Eddleman Realty, Inc. and Douglas D. Eddleman, as Vice President of Eddleman Realty, Inc., (individually and not jointly) are designated such representatives for The Meadows and until such further notice, Graham D. Hutson and Brooks Yeilding, III (individually and not jointly) are designated the representatives of Jefferson

(b) The Management Committee shall be responsible for implementing the decisions of the Partners and for conducting the ordinary and usual business and affairs of the Partnership in accordance with the scope and purpose of the Partnership as set forth in the Agreement. The acts of the Management Committee will bind the Partners in the Partnership within the scope of their authority. The Management Committee shall at all times conform to the policies and programs established and approved by the Partners and the scope of authority of the Management Committee shall be limited to said policies and programs.

(c) None of the Partners shall, without consent of the other, take any action on behalf of or in the name of the Partnership, or enter into any commitment or obligation binding upon the Partnership except for (i) actions expressly provided in this Agreement; (ii)

actions by the Management Committee within the scope of their authority granted hereunder; and (iii) actions authorized by the Partners in the manner set forth herein.

11. Insurance and Liability.

(a) The real property and its improvements and all other tangible personal property of the Partnership shall be insured against fire, windstorm and all other risk protected by extended coverage of the kind usually carried for comparable properties in the vicinity of the property.

(b) The liability of the Partnership or any of its Partners as Partners arising out of any of the activities of the Partnership shall be covered by appropriate policies of Liability Insurance.

(c) The Insurance required in sub-paragraphs (a) and (b) above shall be obtained from such companies and shall be upon such terms and in such amounts as may be agreed upon by Partners and the Partnership shall pay the cost of such coverage.

(d) Each Partner shall be indemnified by the other and held harmless against and from all claims, demands,

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actions and rights of action, which shall or may arise by virtue of anything done or omitted to be done by the other Partner outside the scope of or in breach of the terms of this Agreement provided the other shall be promptly notified of the existence of any claim, demand, action or cause of action and shall be given a reasonable opportunity to participate in the defense thereof. In no event shall a Partner be entitled to be indemnified by any other Partner or the Partnership for anything done or omitted to be done by such Partner seeking idemnity which is outside the scope of or in breach of the terms of this Agreement.

12. Records, Auditing and Bank Accounts.

(a) The Management Committee shall maintain at the expense of the Partnership current and complete records and accounts shall be maintained on an accrual basis in accordance with generally accepted accounting principles applied on a consistent basis from year to year. The fiscal year of the Partnership shall be the calendar year. The Management Committee shall prepare a statement of the financial condition of the Partnership as of the end of each quarter of each fiscal year. After the close of the Partnership's fiscal year, Jefferson shall cause to be made an audit of the books, records and financial statements of the Partnership by its independent auditors and any examination or audit required or

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requested under the rules and regulations of the Federal Home Loan Bank Board. The independent auditors shall audit the records and accounts of the Partnership and prepare a certified statement of its financial condition as of the end of each fiscal year, certifying that they have verified the distribution of funds available for distributions and Net Cash Flow and that distributions thereof are in accordance with Section 12 of this Agreement. Copies of all financial statements and federal and state income tax returns of the Partnership shall be properly distributed to each of the Partners. All accounting decisions for the Partnership shall be made by the Management Committee after consultation with the auditors for the Partnership.

(b) The funds of the Partnership shall be maintained in a bank and/or savings and loan association acceptable to the Partners and in accounts in the name of the Partnership and such funds shall be subject to withdrawal only upon the signature or signatures of an individual or individuals so authorized by the Partners.

(c) The Partners agree that expenditures incurred by the Partnership during the period of construction and development for interest, real estate taxes and other expenses chargeable to the land and improvement shall,

for accounting purposes, be treated as expense and shall not be charged to capital account.

(d) All accounting decisions for the Partnership (other than those specifically provided for in other paragraphs of this section) shall be made by the Management Committee and shall be in accordance with generally accepted accounting principles.

13. Funds Available for Distribution.

(a) The entire Net Cash Flow of the Partnership during each fiscal year shall be deemed available for distribution and shall be distributed to the Partners as follows:

(i) an amount of Net Cash equal to 50% of the taxable income of the Partnership for each fiscal year shall be distributed to the Partners in accordance with each Partner's interest in the Partnership until such time as any return accrued on Operating Capital Contributions made by Jefferson has been paid in full; and any then remaining Net Cash flow shall be distributed to Jefferson until such time as any return accrued on such Operating Capital Contributions has been paid in full; and

(ii) thereafter, the Net Cash Flow shall be distributed to each such Partner in accordance with his or its interest in the Partnership.

(b) The term "Net Cash Flow" shall mean the gross

cash receipts of the Partnership (exclusive of receipts from Partnership financing) less the incurred and projected operating expenses of the Partnership for the fiscal year in which distribution has taken place, as reasonably determined by the Partners.

(c) For the purposes hereof, "incurred and projected operating expense" shall include (without limitation) the allocated cost of each lot, tax and assessments on the land, fire and insurance policy premiums, record keeping, legal and auditing expenses, brokerage commissions payment, development fees, direct overhead expenses of the Partnership, including, but not limited to, salaries, office rent, telephone and supplies, reasonable allowances for travel and entertainment directly connected with the Project, incurred only after the date of this Agreement.

(d) Taxes, interest and other obligations of the Partnership accrued or payable in a fiscal year which shall be paid within fifteen days after the end of said fiscal year shall be deemed to have been paid within the said fiscal year.

(e) Net Cash Flow shall be determined separately for each fiscal year and not cumulatively. Neither depreciation nor amortization, whether or not allowed by



the Internal Revenue Service as a deduction from the income from the Partnership, shall be deemed an expense of the Partnership for purposes of determining Net Cash Flow.

14. Development Fee. The Meadows shall be paid a development fee in an amount equal to Five (5%) Percent of the gross sales price of the lots. Such development fee shall be payable at the closing of the sale of each lot.

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BOOK 15. Dissolution of Partnership. When it is determined by the unanimous vote of the Partners that the Partnership be terminated, the assets of the Partnership which remain after payment of all Partnership claims (including any interest accrued on the Operating Capital Contributions made by Jefferson for operating capital of the Partnership) or establishment of such reserves as the Partners shall deem proper, shall be liquidated by the Partners and the proceeds paid (i) first to Jefferson until it has received full return of its Operating Capital Contribution and (ii) thereafter to the Partners according to their percent of participation in the Partnership as set forth in Section 7 of this Agreement.

16. Transfer of Partnership Interests.

(a) Neither of the Partners shall sell, assign, hypothecate or otherwise dispose of its interest or any part thereof in the Partnership without the written consent of the other Partner which consent will not be unreasonably withheld.

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(b) In the event that a Partner desires to dispose of part or all of its interest in the Partnership (the "Selling Partner's Interest") (and is otherwise permitted under subparagraph (a) above) and shall receive a bona fide written offer acceptable to it, or shall enter into an executed or bona fide written contract for the sale of the Selling Partner's Interest in the Partnership, and provided that such offer or contract shall be accompanied by a certified check of the prospective purchaser for a sum at least equal to ten percent of the purchase price, then such Partner (hereinafter referred to as a "Selling Partner") shall deliver a true copy of such offer or contract to the other Partner and the other Partner shall have the right, within forty-five days thereafter, to purchase its proportionate share of the Selling Partner's Interest at the same price and upon substantially the same terms and conditions contained in such offer or contract by giving notice to the Seller Partner to such effect within said forty-five day period. If the other Partner does not give written notice within the forty-five day period that it will purchase the Selling Partner's Interest in the Partnership, then the Selling Partner shall be free to complete the sale of the Selling Partner's Interest upon the terms and conditions

contained in the offer or contract within sixty days following the earlier of either the expiration of said forty-five day period or the giving of written notice by the other Partner that it does not elect to purchase the Selling Partner's Interest, provided that if the proposed sale is not completed within the said sixty day period upon the terms and conditions contained in the offer or contract, then the rights of the other Partner under this subparagraph (b) shall be fully restored and reinstated as if such offer had never been made. Each offer or contract for the purchase of a Partner's interest in the Partnership shall provide (i) that the purchase thereof is subject to all the terms and conditions of this Agreement, (ii) that the purchaser shall become a party signatory in the place and stead of a Selling Partner by acceptance of an assignment of the Selling Partner's Interest in the Partnership (including the assumption of any and all liabilities and obligations in respect of such Partner's Interest, whether arising before or after admission to the Partnership), and (iii) that the purchaser shall execute the Partnership Agreement.

(c) The sale of Jefferson's interest in the Partnership shall not relieve Jefferson of its obligation to provide working capital and working funds to the

Partnership as provided in Section 5(a) of this Agreement.

17. Disclosure, Conflicts of Interest and Waivers.

Each of the Partners understands that the other Partner or its affiliates may be interested, directly or indirectly, in various other businesses and undertakings not included in the Partnership. Each Partner also understands that the conduct of the business of the Partnership may involve business dealings with such other business or undertakings. The Partners hereby agree that the creation of the Partnership and the assumption by each of the Partners of its rights and duties hereunder shall be without prejudice to its rights (or the rights of its affiliates) to have such other interest and activities and to receive and enjoy profits or compensation therefrom, and each Partner waives any rights it may otherwise have to share or participate in such other interest or activities of each Partner or its affiliates. The Meadows hereby discloses that Billy D. Eddleman, an affiliate of The Meadows, entered into an agreement dated December 31, 1986 with AmSouth Bank N.A., as Ancillary Trustee, for the purchase of up to 520 acres of real property located adjacent to and in the vicinity of the Partnership property, and that Billy D. Eddleman shall have no obligation to the Partnership in the development of the Property optioned from AmSouth Bank N.A.

18. Contracts. Every contract and agreement obligating the Partnership, or to which the Partnership may become a party, or by which it may be bound, shall be in writing. The execution of such contract shall be by the Partners except to the extent that execution is delegated to The Meadows and the Management Committee by this Agreement.

19. Borrowing. Neither the Partnership nor either Partner on behalf of the Partnership, shall, directly or indirectly, borrow money or become obligated upon or liable for any monies borrowed and shall not assume, guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise) of any other person, firm or corporation without, in each case, the prior written consent of the other Partner. The Partners are authorized and empowered to obtain such loans contemplated hereunder and execute any and all loan documents in connection therewith as may be required by the lender or lenders.

20. Fair Market Value. In the event the fair market value of any Partnership property is required for any purpose, the same, if not otherwise agreed upon by the Partners, shall be determined by three independent MAI appraisers, one selected by each partner (separate appraisers to be selected within ten days after a request by either Partner), and the third appraiser shall be selected by the appointed appraisers. If either Partner shall fail to appoint an appraiser, the appointed appraiser shall select the second appraiser within ten days after such Partner's failure to appoint. If the two appraisers so determined shall be unable

to agree on a selection of a third appraiser, either appraiser, on behalf of both, may request such appointment by a judge of the United States District Court for the Northern District of Alabama. The fair market value shall be the average of the two closest evaluations of such property as determined by such appraisers. Any such appraisals shall be at the sole expense of the Partnership, and shall be submitted to the Partners within thirty days after the panel of three appraisers is constituted.

21. Arbitration. If at any time, during the existence of the Partnership, any question, disagreement, difference or controversy shall arise among the Partners concerning the Partnership, its affairs, transactions, business accounts, meaning or interpretation of this Partnership Agreement, or the rights, duties or obligations of the Partners, such question, disagreement, difference or controversy, subject to the consent of the Partners, shall be submitted to and determined by arbitration in Birmingham, Alabama, in accordance with the rules then prevailing of the American Arbitration Association. Each Partner shall select an arbitrator from the panel of arbitrators submitted by the American Arbitration Association and the two arbitrators so selected shall appoint a third arbitrator from the panel of arbitrators approved by both Partners. The arbitration shall be subject to, and the arbitrators shall have the powers and rights afforded by, the arbitration statute then in effect in

Alabama. The cost of arbitration shall be borne by the Partnership.

22. Restrictions on Changes of Ownership of Partners.

The corporate Partner shall not permit a sale, assignment or transfer of any of its stock ownership without first obtaining the written consent of the other Partner which consent shall not be unreasonably withheld.

23. Legal Notices. Any notice which is made, or is required to be given hereunder, shall be deemed to be given if orderly delivery of the mail is not being disrupted or threatened, when deposited, registered or certified in the United States mail, addressed to the Partners at the address set forth after their respective names below, or at such different address as to either Partner as it shall have theretofore advised the other Partner in writing:

(a) if to The Meadows, then to

510 Bank for Savings Building  
Birmingham, Alabama 35203

(b) if to Jefferson Land Services, Inc., then to

215 North 21st Street  
Birmingham, Alabama 35203

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24. Miscellaneous Provisions.

(a) All section titles or captions contained in this Partnership Agreement are for convenience and shall not be deemed a part of the context hereof.

(b) Subject to the restrictions on transfers set forth in Section 14 hereof, this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Partners.

(c) This Partnership Agreement shall be construed according to and governed by the laws of the State of Alabama.

(d) This Partnership Agreement shall be executed in six counterparts, each of which shall be deemed to be an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in its name and behalf and attested by its duly authorized officer as of the day and year first above written.

ATTEST:

THE MEADOWS, LTD.

BY: EDDLEMAN REALTY, INC.  
General Partner

By: [Signature]  
Its: Secretary

By: [Signature]  
Its: President

(SEAL)



ATTEST:

JEFFERSON LAND SERVICES, INC.

By: Mary Douglas Hawkins  
Its: Attorney

By: Brookfielding (SEAL)  
Its: W. E. B. Smith

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# EXHIBIT A

A parcel of land in Sections 29, 30 and 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

From the NE corner of said Section 31 run North 45° 09' 34" West for a distance of 28.13 feet to the point of beginning; thence turn an angle to the left of 134° 41' 36" and run South 20.00 feet from and parallel to the East Boundary of said Section 31 for a distance of 483.74 feet to the Northeast right of way line of Brook Highland Drive; thence turn an angle to the right of 120° 40' 14" and run in a Northwesterly direction along said right of way line for a distance of 883.36 feet to the beginning of a curve to the left, said curve having a central angle of 8° 16' 54" and a radius of 622.96 feet; thence continue along said right of way line along said curve for a distance of 90.04 feet to the beginning of a curve to the right, said curve having a central angle of 85° 07' 51" and a radius of 25.00 feet; thence continue along said right of way line and said curve for a distance of 37.15 feet to the end of said curve and the Southeastern right of way line of Nottingham Drive; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 363.94 feet to the beginning of a curve to the left, said curve having a central angle of 61° 14' 45" and a radius of 425.14 feet; thence continue along said right of way line along said curve for a distance of 454.45 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 445.22 feet to the beginning of a curve to the right, said curve having a central angle of 33° 34' 40" and a radius of 447.47 feet; thence continue along said right of way line along said curve for a distance of 262.23 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 286.46 feet to the beginning of a curve to the left, said curve having a central angle of 23° 16' 56" and a radius of 507.47 feet; thence continue along said right of way line along said curve for a distance of 206.21 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line tangent to last curve for a distance of 237.07 feet to the beginning of a curve to the right, said curve having a central angle of 82° 36' and a radius of 351.97 feet; thence continue along said right of way line along said curve for a distance of 507.42 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 607.14 feet to the beginning of

a curve to the left, said curve having a central angle of  $23^{\circ} 05' 48''$  and a radius of 1462.40 feet; thence continue along said right of way line along said curve for a distance of 589.51 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 281.47 feet to the beginning of a curve to the right, said curve having a central angle of  $22^{\circ} 47' 40''$  and a radius of 788.51 feet; thence continue along said right of way line along said curve for a distance of 313.70 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 333.22 feet to the beginning of a curve to the right, said curve having a central angle of  $86^{\circ} 04' 44''$  and a radius of 709.30 feet; thence continue along said right of way line along said curve for a distance of 1065.63 feet to the end of said curve; thence run in a Southeasterly direction along said right of way line tangent to last curve for a distance of 522.78 feet to the beginning of a curve to the right, said curve having a central angle of  $33^{\circ} 38' 54''$  and a radius of 1243.24 feet; thence continue along said right of way line along said curve for a distance of 730.12 feet to the end of said curve; thence run in a Southeasterly direction along said right of way line tangent to last curve for a distance of 26.84 feet; thence turn an angle to the right of  $48^{\circ} 11' 12''$  and run in a Southwesterly direction for a distance of 793.75 feet; thence turn an angle to the left of  $38^{\circ} 58' 57''$  and run in a Southeasterly direction for a distance of 545.47 feet; thence turn an angle to the right of  $28^{\circ} 30' 06''$  and run in a Southwesterly direction for a distance of 349.86 feet; thence turn an angle to the left of  $25^{\circ} 54' 52''$  and run in a Southwesterly direction for a distance of 354.16 feet; thence turn an angle to the left of  $19^{\circ} 36' 18''$  and run in a Southeasterly direction for a distance of 170.02 feet; thence turn an angle to the right of  $19^{\circ} 42' 11''$  and run in a Southwesterly direction for a distance of 274.24 feet; thence turn an angle to the right of  $21^{\circ} 39' 21''$  and run in a Southwesterly direction for a distance of 301.78 feet; thence turn an angle to the right of  $25^{\circ} 19' 52''$  and run in a Southwesterly direction for a distance of 264.61 feet; thence turn an angle to the left of  $4^{\circ} 50' 23''$  and continue in a Southwesterly direction for a distance of 185.70 feet; thence turn an angle to the left of  $11^{\circ} 49' 42''$  and continue in a Southwesterly direction for a distance of 143.26 feet to a point 20.00 feet North of the South Boundary of said Section 29; thence turn an angle to the right of  $58^{\circ} 35' 02''$  and run West along a line parallel to said South Boundary for a distance of 537.00 feet to the point of beginning.

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*Thomas A. Shumaker, Jr.*  
JUDGE OF PROBATE

1. Recording Fee \$ 67.502. Indexing Fee 1.00

TOTAL

68.50