STATE OF ALABAMA
JEFFERSON COUNTY

GROUND LEASE

This Ground Lease (hereinafter the "Lease") is made and executed on the day of 1998, by and between Little Cahaba Land Company, a corporation organized and existing under the laws of the State of Alabama (hereinafter collectively the "Lessor"), and Duncan B. and Marie Hurley Blair, individuals (hereinafter collectively the "Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease certain land from the Lessor for the purposes hereinafter described.

WHEREAS, Lessor desires to lease such land to the Lessee upon the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

SECTION ONE. <u>DEMISE, DESCRIPTION, AND USE OF PREMISES</u>.

Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of establishing a residence and for any other purpose which Lessor and Lessee may from time to time agree upon, those certain premises described in Exhibit "A" attached hereto and incorporated herein by reference. As used herein, the term "Premises" refers to the real property described in Exhibit "A". The lease is intended to be a ground lease, and Lessor claims no interest in any buildings and improvements that may be erected by Lessee at any time and from time to time during the term hereof.

SECTION TWO. TERM.

The term of this Lease shall be for 32 years, commencing on the 1st day of September, 1998, and ending on the 28th day of November, 2029 (hereinafter the "Term").

SECTION THREE. RENT.

The total rent for the term hereof shall be One Hundred and No/100 (\$100.00) Dollars per year, which Lessee shall pay in such places as may be designated from time to time by Lessor.

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SECTION FOUR. WASTE AND NUISANCE PROHIBITED.

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During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance. The removal of any building or improvement erected upon the Premises by Lessee shall not be considered to be waste; provided, however, that Lessee shall leave the Premises in safe and environmentally sound condition, clear of trash and rubbish.

SECTION FIVE. LESSOR'S RIGHT OF INSPECTION.

Upon reasonable advance notice, Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same.

SECTION SIX. ENCUMBRANCE OR MORTGAGE OF LESSEE'S LEASEHOLD INTEREST.

Lessee may encumber by mortgage or other proper instrument, its leasehold interest and estate in the Premises, together with all buildings and improvements placed by Lessee thereon, as an indebtedness of Lessee. The execution of any such mortgage or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

If Lessee shall encumber its leasehold interest and estate in the Premises and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor shall mail or deliver to such holder, at such address a duplicate copy of all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions hereof; such copies shall be mailed or delivered to such holder, at, or as near as possible to, the same time such notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall be terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other at or thing required of Lessee by the terms hereof, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such holder shall be as effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

SECTION SEVEN. <u>LETTING AND ASSIGNMENT</u>.

Lessee may not sublet the Premises in whole or in part without Lessor's consent. Lessee shall not assign or otherwise transfer this Lease, or any interest herein, without the prior written

consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of Lessor, terminate this Lease. Except as otherwise provided in Section Six, neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except by the laws of descent and distribution), and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

SECTION EIGHT. NOTICES.

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to either Lessor or Lessee at the addresses listed on Exhibit "B" hereto and incorporated herein by reference.

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION NINE. TAXES AND ASSESSMENTS.

- 9.01 <u>Assessment of Premises for Ad Valorem Tax</u>. The Lessee acknowledges that the Premises and any improvements shall be assessed in Lessee's name for purpose of ad valorem taxation
- 9.02 Taxes as Additional Rental. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, any and all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Premises, or any part thereof, the leasehold of Lessee herein, or on or against Lessee's estate hereby created which may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease, during the entire Term.
- 9.03 Assessments Affecting Improvements. Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. All of the taxes and charges under this Section 9 shall be prorated at the commencement and expiration of the Term.

- 9.04 Contesting Taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge herein agreed to be paid by Lessee, then Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least ten (10) days prior to delinquency, and on protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.
- 9.05 <u>Receipts</u>. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, to Lessor promptly on demand thereof.

SECTION TEN. CONSTRUCTION OF NEW BUILDING.

- 10.01 Plans and Specifications. With respect to the construction of any building or improvement on the Premises by Lessee, Lessee shall, at Lessee's sole expense, prepare plans and specifications for the building to be erected on the Premises which shall provide for a private home, as well as any requirements thereof. Such plans and specifications shall be submitted to Lessor for Lessor's written approval and any revisions required by Lessor. Lessor shall not unreasonably withhold such approval, and in the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons therefor within thirty (30) business days after the same are submitted to Lessor. If such plans or specifications are not approved by Lessor in writing within thirty (30) business days after the same are first submitted to Lessor, Lessor shall be deemed to have approved the plans and specifications. After approval of the plans and specifications, Lessee shall, at Lessee's sole expense, commence, and shall thereafter diligently prosecute to completion the demolition of the existing improvements, and the construction of the private home in accordance with such plans and specifications.
- 10.02 Alterations, Improvements, and Changes Permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises as Lessee may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any such building, Lessee shall obtain Lessor's written approval of plans and specifications therefor, which approval Lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. If Lessor does not disapprove the plans and specifications provided for in this section within 30 days after the same have been submitted to Lessor, such plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the Premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

10.03 <u>Disposition of Improvements</u>. Any building constructed by Lessee on the Premises, and all alterations, improvements, changes, or additions made in or to such Premises, shall be the property of Lessee. Lessee shall have the right, but not the obligation, to remove any improvements at any time prior to Lessee's abandonment of the Premises.

SECTION ELEVEN. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

- 11.01 <u>Maintenance of Improvements</u>. Lessee shall, throughout the Term, at its own cost, and without any expense to Lessor, keep and maintain the Premises, and all appurtenances thereto, in good, sanitary, and neat order, condition and repair. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature, or description, whatsoever to the Premises. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws and regulations affecting the Premises or any activity or condition on or in such Premises.
- 11.02 <u>Damage To and Destruction of Improvements</u>. The damage, destruction, or partial destruction of any building or other improvement, which is a part of the Premises, shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided. Lessee shall not be required to rebuild any building that is destroyed, but Lessee shall be obligated to remove any trash and rubbish remaining after such destruction.

SECTION TWELVE. <u>UTILITIES</u>.

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Premises throughout the Term, and all other costs and expenses of every kind whatsoever of the Premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

SECTION THIRTEEN. LIENS.

- 13.01 Lessee's Duty to Keep Premises Free of Liens. Lessee shall keep the Premises and every part thereof free and clear of any and all mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, repair, or addition which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor against all such liens and claims of liens and suits or other proceedings pertaining thereto.
- 13.02 Contesting Liens. If Lessee desires to contest any such lien, then it shall notify Lessor of its intention to do so within ten (10) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until ten (10) days after the final determination of the validity thereof, within

which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder.

SECTION FOURTEEN. INDEMNIFICATION OF LESSOR.

14.01 Lessor shall not be liable for any loss, injury, death, or damage to persons or property which, at any time, may be suffered or sustained by Lessee or by any person whatsoever who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user or any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, expenses, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time.

SECTION FIFTEEN. ATTORNEYS' FEES.

If any action at law or in equity shall be brought by either Lessor or Lessee for or on account of any breach or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the losing party any and all costs in connection therewith, including reasonable attorneys' fees.

SECTION SIXTEEN. REDELIVERY OF PREMISES.

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and, at the expiration or sooner termination of this Lease, peaceably and quietly quit and surrender to Lessor the Premises in good order and condition subject to the other provisions of this Lease.

SECTION SEVENTEEN. <u>REMEDIES CUMULATIVE</u>.

All remedies hereinbefore and hereafter conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION EIGHTEEN. INSURANCE.

- 18.01 <u>Insurance Coverage of Premises</u>. Lessee shall, at all times during the Term and at Lessee's sole expense, keep the Premises insured against loss or damage by fire or other casualty or extended coverage hazards for the full replacement value of the Premises with loss payable to the Lessee's Mortgagee.
- 18.02 <u>Personal Injury Liability Insurance</u>. Lessee, at its expense, shall maintain in effect throughout the Term personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting thereon for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for property damage. Any and all such insurance shall be in forms and amounts as Lessee's Mortgagor and as Lessor may from time to time require.

SECTION NINETEEN. <u>PROHIBITION OF INVOLUNTARY ASSIGNMENT; EFFECT OF BANKRUPTCY OR INSOLVENCY</u>.

- 19.01 Prohibition of Involuntary Assignment. Except as otherwise provided for in Section Six, neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession) and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.
- 19.02 Effect of Bankruptcy. Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against Lessee, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment shall be deemed to constitute a breach of this Lease by Lessee.

SECTION TWENTY. NOTICE OF DEFAULT.

Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee thirty (30) days written notice of such default, and Lessee falls to cure such default within such thirty (30) day period, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of ten (10) days or fails thereafter to proceed to the curing of such default with all possible diligence.

SECTION TWENTY-ONE. DEFAULT.

In the event of any material breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Any such property so removed may be stored in a

public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the Premises, all of which amounts shall be immediately due and payable from Lessee to Lessor.

SECTION TWENTY-TWO. LESSOR'S RIGHT TO PERFORM.

In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of thirty (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as in this lease provided, shall bear interest from the date they become due until paid at a rate of interest equal to the Commercial Base Rate announced from time to time by Regions Financial Corporation.

SECTION TWENTY-THREE. <u>LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE DEMISED PREMISES</u>.

- 23.01 Upon Sale of Premises. In the event that Lessor shall (1) receive from any third party a bona fide offer to purchase Lessor's interest in the Premises at a price and on terms acceptable to Lessor, (2) resolve to dissolve as a corporation and/or liquidate ownership of its fee interest in the Premises, or (3) otherwise determine to convey or dispose of its fee interest in the Premises, Lessor shall give written notice of that event, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of Lessor's fee interest at such price and on such terms as the Lessor and Lessee may agree upon or, if they are unable to agree on a price, at the fair market value as determined by a qualified appraiser (such appraiser to be selected as provided for in Section 23.03). If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within thirty (30) days after receipt of the appraisal, Lessor shall thereafter be free to sell or otherwise dispose of its fee interest as it sees fit; provided, however, that such sale shall be subject to the rights of Lessee under this Lease.
- 23.02 Upon Sale of Lessor's Other Property. In the event that Lessor shall (1) receive from any third party a bona fide offer to purchase all or substantially all of the Lessor's property (whether including the Premises or not) at a price and on terms acceptable to Lessor, (2) resolve to dissolve as a corporation and/or liquidate ownership of all or substantially all of the

Lessor's property (whether including the Premises or not), or (3) otherwise determine to convey or dispose of its fee interest in all or substantially all of the Lessor's property (whether including the Premises or not), Lessor shall give written notice of that event, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of Lessor's fee interest in the Premises at such price and on such terms as the Lessor and Lessee may agree upon or, if they are unable to agree on a price, at the fair market value as determined by a qualified appraiser (such appraiser to be selected as provided for in Section 23.03). If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within thirty (30) days after receipt of the appraisal, Lessor shall thereafter be free to sell or otherwise dispose of its fee interest in the Premises as it sees fit; provided, however, that such sale shall be subject to the rights of Lessee under this Lease.

23.03 <u>Selection of Appraiser</u>. The Lessor and Lessee shall agree upon a mutually acceptable appraiser. If the Lessor and Lessee are unable to agree, Lessor and Lessee shall each select an appraiser and the two appraisers thus selected shall mutually agree on a third appraiser, who shall render the appraisals required under Sections 23.01 and 23.02

SECTION TWENTY-FOUR. EFFECT OF EMINENT DOMAIN.

- 24.01 Effect of Total Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall thereupon be released from any liability thereafter accruing hereunder.
- 24.02 Effect of Partial Condemnation. In the event a portion of the Premises shall be so appropriated or taken and the remainder of the Premises shall not be suitable for the use then being made of the Premises by Lessee, then Lessee shall have the right to terminate this lease as of the date of such taking on giving to Lessor written notice of such termination within thirty days after Lessor has notified Lessee in writing that the Lease has been so appropriated or taken.

In the event of such partial taking and Lessee does not terminate this Lease, then this Lease shall continue in full force and effect as to the part not taken, and the rental to be paid by Lessee during the remainder of the Term shall be adjusted to reflect the percentage of the Premises that is taken.

24.03 <u>Condemnation Award</u>. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result thereof.

SECTION TWENTY-FIVE. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY-SIX. <u>DISPOSITION OF IMPROVEMENTS ON TERMINATION</u> <u>OF LEASE</u>.

On termination of this Lease for any cause, Lessee shall remain the owner of any buildings or improvements on the Premises.

SECTION TWENTY-SEVEN. WAIVER.

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

SECTION TWENTY-EIGHT. EFFECT OF LESSEE'S HOLDING OVER.

Any holding over after the expiration of the Term with consent of Lessor, shall be construed to be a continuing tenancy on the same terms and conditions, whether written or unwritten, that apply to all other persons who own or maintain homes on Lessor's premises.

SECTION TWENTY-NINE. PARTIES BOUND.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

SECTION THIRTY. TIME OF THE ESSENCE.

Time is of the essence with respect to this Lease, and each and every covenant, term, condition, and provision hereof.

SECTION THIRTY-ONE. SECTION CAPTIONS.

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION THIRTY-TWO. GOVERNING LAW.

This Lease is to be construed and governed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this lease at the day and year first above written.

LESSOR:

LITTLE CAHABA LAND COMPANY

By: Sheila S. Blair Its <u>President</u>

LESSEE

DUNCAN B. BLAI

MARIE HURLEY BLAIR

Exhibit "A"

Approximately one acre of land lying in the NE ¼ of the SW ¼ of Section 19, Township 185, Range 1West, in Shelby County, Alabama. The right of reasonable access across any lands of the Lessor shall be provided if necessary.

Exhibit "B"

Lessor:

Little Cahaba Land Company Care of Sheila Blair, President 2306 Brookshire Place Birmingham, AL 35213

Lessee:

Duncan B. & Marie Hurley Blair 417 North 20th Street, Suite 1700 Birmingham, AL 35203



A parcel of land situated in the NE 1/4 of the SW 1/4 of Section 19, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at an iron pin found locally accepted to be the Northwest corner of said 1/4 - 1/4 section; thence run East along the North line of said 1/4 - 1/4 section for a distance of 224.50 feet to a point, thence turn an angle to the right of 90°00'00" and run in a Southerly direction for a distance of 169.61 feet to the point of beginning; thence turn an angle to the right of 36°38'53" and run in a Southwesterly direction for a distance of 155.77 feet to a point; thence turn an angle to the left of 13°43'31" and run in a Southwesterly direction for a distance of 62.02 feet to a point; thence turn an angle to the lest of 15°22'47" and run in a Southwesterly direction for a distance of 48.20 feet to a point on the North bank of the Little Cahaba River; thence turn an angle to the left of 77°15'29" and run in a Southeasterly direction along the bank of said Little Cahaba River for a distance of 197.13 feet to a point; thence turn an angle to the left of 28°28'28" and run in a Northeasterly direction for a distance of 64.08 feet to the centerline of a draw; thence turn an angle to the left of 83°43'36" and run in a Northwesterly direction along the centerline of said draw for a distance of 43.66 feet to a point; thence turn an angle to the right of 28°56'08" and run in a Northeasterly direction along the centerline of said draw for a distance of 73.49 feet to a point; thence turn an angle to the right of 42°11'46" and run in a Northeasterly direction along the centerline of said draw for a distance of 34.92 feet to a point; thence turn an angle to the left of 25°45'49" and run in a Northeasterly direction along the centerline of said draw for a distance of 60.47 feet to a point; thence turn an angle to the left of 90°43'53" and run in a Northwesterly direction for a distance of 98.15 feet to a point; thence turn an angle to the left of 22°57'15" and run in a Northwesterly direction for a distance of 168.88 feet to the point of beginning; said parcel containing 1.47 acres, more or less.

: DEFTELTION HON UCIUC TH IRON PIN FOUND 2 2 4, 50 ' JEFFERSON COUNTY NW CORNER OF NE 4 OF SW 1/4 SHELBY COUNTY SCALE: 1" . 60" 1.47 ACRES !

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

SCALE : 1". 60'

DATE: 9 - 21 - 1998

K. B. WEYGAND & ASSOCIATES, P. C.
Civil Engineers & Land Surveyors
2233 Cahaba Valley Drive
Birmingham Al. 35242

Birmingham, AL 35242 1998-37231

09/23/1998-37231
03:46 PM CERTIFIED

Carl Daniel Moore, REG. L.S. # 12159