

STATE OF ALABAMA)
COUNTY OF SHELBY)

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Shelby Cnty Judge of Probate, AL
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LEASE AGREEMENT

THIS LEASE, made this 16th day of July, 1979, between VALLEYDALE VILLAGE, INC., an Alabama corporation (hereinafter called "Landlord") and BIG B DISCOUNT DRUGS, INC., 201 8th Street West, Birmingham, Alabama, 35202, (hereinafter called "Tenant"), which terms Landlord and Tenant shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective parties;

W I T N E S S E T H:

That the Landlord, in consideration of the covenants of the Tenant, does hereby lease and demise unto said Tenant, and the Tenant hereby agrees to take and lease from the Landlord, for the term hereinafter specified, the following described premises:

That certain store building, approximately 75 feet in width by 120 feet in depth, containing approximately 8,900 square feet, and a loading dock approximately 12 feet by 24 feet, and the land on which both the same shall stand (hereinafter collectively called the "demised premises" or the "leased premises"), which store building and related improvements are to be constructed by Landlord according to plans and specifications to be approved by the parties as herein provided, and shall be in the location and of the dimensions as outlined on the plot plan attached hereto, marked Exhibit "A" and by this reference made a part hereof. The demised premises are located in a shopping center to be known as Valleydale Village Shopping Center, located in Shelby County, Alabama, the legal description of the shopping center being described in Exhibit "B" attached hereto and made a part hereof.

TERM:

FOR THE TENANT TO HAVE AND TO HOLD from the date when Tenant opens said premises for the transaction of its

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business as hereinafter provided for an initial term of twenty (20) years from the commencement date (commencement date being the date when rent shall begin to accrue under this lease as hereinafter provided), if such date of commencement of the term hereof shall occur on the first day of a calendar month, and if not, such term shall commence upon the first day of the calendar month next following the date of commencement. The parties agree to execute a supplemental agreement fixing the commencement and termination dates of the term hereof when the same shall have been determined as herein provided.

This lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions and stipulations:

1. USE:

(a) The demised premises may be used for a retail super drug store, including, but not limited to, sale of drug items, and drugs prepared and compounded from prescriptions of medical doctors, health and beauty aids, sale of other general merchandise, commodities and services, and such other articles commonly sold in other super drug stores in the State of Alabama, or for the conduct of any other lawful retail business, provided, however, the demised premises shall not be used or assigned or subleased under the provisions of Paragraph 25 hereof for any primary use or business which shall be in direct competition with the primary use or business engaged in by any other then tenant in the shopping center to whom Landlord has granted a right of exclusive use.

(b) Tenant shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated. Tenant shall promptly comply with all laws,

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ordinances, orders and regulations affecting the premises, and the cleanliness, safety, occupation, and use of the same. No auction, fire or bankruptcy sales may be conducted in the premises without Landlord's consent.

Tenant shall not perform any acts or carry on any practices which may injure the building of which the premises form a part or be a nuisance or menace to other tenants in the shopping center, and shall keep the premises and the walkways adjacent to the premises and any loading platform and service area and freight elevators allocated for the use of Tenant (whether or not such use be exclusive), clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the premises and arrange for the regular pick-up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage of any kind in or about the premises or shopping center.

(c) Landlord agrees that at all times during the term of this lease and any extension or renewal hereof, no structures, buildings or improvements of any kind or character may be erected on any part of the shopping center other than those areas specifically shown on Exhibit "A" attached hereto marked "Lease Space 'A' and Lease Space 'B'", and to be announced out-parcels and proposed savings and loan or bank, unless written consent and approval of Tenant has first been obtained.

2. RENTAL:

(a) Minimum Guaranteed Rental During First Five Years of Primary Term.

During the first five years of the primary term, Tenant agrees to pay to Landlord as minimum guaranteed rental the sum of Twenty-Six Thousand Seven Hundred Dollars (\$26,700) per annum. Such minimum guaranteed rental during the first five years of the primary term shall be paid in twelve (12) equal monthly installments of Two Thousand Two



Hundred Twenty-Five Dollars (\$2,225) per month, which installments shall be due and payable in advance on the first day of each and every calendar month during the first five years of the primary lease term.

(b) Minimum Guaranteed Rental During Second Five Years of Primary Term.

During the second five years of the primary term, Tenant agrees to pay to Landlord as minimum guaranteed rental the sum of Twenty-Eight Thousand Nine Hundred Twenty-Five Dollars (\$28,925) per annum. Such minimum guaranteed rental during the second five years of the primary term shall be paid in twelve (12) equal monthly installments of Two Thousand Four Hundred Ten and 42/100 Dollars (\$2,410.42) per month, which installments shall be due and payable in advance on the first day of each and every calendar month during the second five years of the primary lease term.

(c) Minimum Guaranteed Rental During Third Five Years of Primary Term.

During the third five years of the primary term, Tenant agrees to pay to Landlord as minimum guaranteed rental the sum of Thirty-One Thousand One Hundred Fifty Dollars (\$31,150) per annum. Such minimum guaranteed rental during the third five years of the primary term shall be paid in twelve (12) equal monthly installments of Two Thousand Five Hundred Ninety-Five and 83/100 Dollars (\$2,595.83) per month, which installments shall be due and payable in advance on the first day of each and every calendar month during the third five years of the primary lease term.

(d) Minimum Guaranteed Rental During Last Five Years of Primary Term.

During the last five years of the primary term, Tenant agrees to pay to Landlord as minimum guaranteed

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rental a sum equal to the average annual combined guaranteed minimum and percentage rental paid by Tenant during the third five years of the primary term, such guaranteed minimum rental to be paid in twelve (12) equal monthly installments in advance on the first day of each and every calendar month during the last five years of the primary lease term.

(e) In addition, the Tenant agrees to pay to the Landlord a percentage rental equal to the amount, if any, by which two percent (2%) of Tenant's gross sales made from the demised premises in each fiscal year ending June 30 during the term of the lease, and any extensions thereof, exceeds (i) the annual minimum guaranteed rental of \$26,700 paid each such fiscal year during the first five (5) years of the primary term; (ii) exceeds the annual minimum guaranteed rental of \$28,925 paid each such fiscal year during the second five (5) years of the primary term; (iii) exceeds the annual minimum guaranteed rental of \$31,150 paid each such fiscal year during the third five (5) years of the primary term; (iv) exceeds the annual minimum guaranteed rental required to be paid each such fiscal year during the last five (5) years of the primary term as hereinabove provided; and (v) exceeds the annual minimum guaranteed rental required to be paid during each year of such extended period, as hereinafter provided.

Any excess rent which may become due by reason of the percentage of sales provision shall be payable by the Tenant within sixty (60) days after the expiration of each fiscal year. However, upon final termination of the lease, if not extended, or upon termination of the last extension thereof, any excess rent which may be due by reason of said percentage of sales provision shall be payable by Tenant within sixty (60) days after such termination or expiration of the leasehold. The percentage rent for each fiscal year

shall be calculated separately and without reference to the volume of sales of any other year. For purposes of calculating the percentage rental due hereunder, the Tenant's fiscal year shall be from July 1st to June 30th of each year. The first monthly installment of rental shall be due on the first day of the next succeeding complete calendar month after the date the lease commences as hereinafter provided, and shall include any rent due for the preceding fractional month. Both guaranteed rental and percentage rental for fractional years and fractional months occurring at the beginning and end of the term, or any extension thereof, shall be prorated on the basis of the annual rental.

(f) The term "gross sales" as used herein shall mean the aggregate gross sales price of all merchandise sold, and gross charges for all services rendered in or from the demised premises, both for cash and on credit; provided, however, such term shall not include (1) any sales tax, gross receipts tax, or similar tax by whatever name called, the amount of which is determined by the amount of sales made, and which Tenant may be required to collect and account for to any governmental agency; (2) transfers of merchandise made by the Tenant from the demised premises to any other stores or warehouses of Tenant or its affiliated companies; (3) credits or refunds made to customers for merchandise returned or exchanged; (4) accommodation sales, such as sales of postage stamps, government bonds or savings stamps or similar items; (5) returns of merchandise to suppliers or manufacturers; (6) net amount of discounts allowed to any customer, including discounts resulting from the issuance to customers of trading stamps, receipts or coupons for exchange of merchandise or other things of value; (7) merchandise or other things of value issued in redemption of trading stamps or as a premium in connection



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with any sales promotion program; (8) receipts or commissions from public pay telephones; (9) sales of fixtures, machinery or equipment after use thereof in the conduct of Tenant's business in the leased premises; (10) all sales at discount to Tenant's employees; (11) all receipts from the sales of tobacco, tobacco products, beer and wine and any other alcoholic beverages; and (12) service and interest charges for time payment accounts and charge accounts. Tenant makes no representation or warranty as to the amount of sales it expects to make in the demised premises.

(g) The Tenant shall keep complete and accurate books and records of its gross sales made from the demised premises, which books and records shall be kept by the Tenant at the office address hereinafter designated for notices. At the end of each fiscal year, or at the end of the leasehold, if it sooner occurs, and at such time as the percentage rental shall be payable by Tenant as hereinabove provided, the Tenant shall submit to the Landlord a written statement of the gross sales made by Tenant from the demised premises during the preceding fiscal year. Such statement of sales shall be treated as confidential by the Landlord and shall be conclusive unless the Landlord, within ninety (90) days after receipt thereof, shall cause applicable records to be audited in a manner not to unreasonably interfere with Tenant's business by a certified public accountant employed and paid by the Landlord.

Landlord may disclose Tenant's sales statements to any present or future mortgagee or prospective purchaser of the demised premises provided any such mortgagee or prospective purchaser shall treat said sales statements as confidential.

(h) Any information obtained by Landlord pursuant to the provisions of this paragraph shall be treated as confidential, except in any litigation or arbitration pro-

ceedings between the parties, and except further that Landlord may divulge such information to a prospective buyer or encumbrancer of the premises.

3. CONSTRUCTION: The Landlord, at its sole cost and expense, shall construct the shopping center, substantially as shown on Exhibit "A", consisting of all the buildings shown thereon, together with all sidewalks, streets, entranceways, malls, parking areas, service drives, driveways and related improvements, said improvements (excluding buildings) being sometimes hereinafter referred to as "common areas". The Landlord, at its sole cost and expense, shall grade and surface with top quality materials all paved portions of the common areas (including parking area), and shall provide proper and adequate water drainage and lighting system and operations therefor and shall operate and maintain the same in good repair and useable condition for use by the patrons of the shopping center and the tenants and their employees during the term of this lease and any extensions thereof. The arrangement and location of all existing store buildings and common areas (including parking area) within the shopping center shall at all times during the term of this lease be maintained as shown on Exhibit "A" and shall not be changed without the written consent of the Tenant.

Concurrently with the above construction, Landlord agrees at its sole cost and expense, to construct the store building for occupancy by Tenant in accordance with the plans and specifications to be approved by both Landlord and Tenant. Plans and specifications shall be approved when initialed by both parties, and when initialed shall constitute a part of this lease. Said plans and specifications shall provide for a completed store building, commonly referred to as a "lock and key job", and shall include, but



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without limitation, the following: Air conditioning and heating equipment including insulated duct work with registers and grilles and roof or ceiling structural system adequately designed to support said air conditioning and heating equipment, plumbing and plumbing fixtures, drains, interior walls and partitions, electrical wiring, lighting fixtures to Tenant's requirements, vinyl asbestos flooring in the sales area and hardened concrete in warehouse and storage areas (color at Tenant's option), connection of air conditioning and heating equipment and connections to all utilities. Tenant shall provide its own trade fixtures which shall be connected by Landlord. All equipment and fixtures provided by Tenant shall remain the property of Tenant and may be removed by Tenant from the demised premises at any time provided Tenant shall repair any damages to the demised premises resulting from the removal of said equipment and fixtures. Tenant shall furnish and install, at Tenant's expense, all refrigerating lines and equipment, but Landlord will pay the cost of all electrical and plumbing connections thereto.

4. COMPLETION DATE:

Landlord covenants and agrees that the construction of the demised premises to be occupied by Tenant shall begin not later than July 1, 1979, and shall be completed not later than January 31, 1980, and if the same shall not be begun or completed by the respective dates, the Tenant, at its option, may, in either of such events, cancel and terminate this lease or may extend the Landlord additional time for the beginning or completion of construction; provided, however, that if after the beginning of construction the Landlord's failure to complete said improvements within the stipulated time shall be due to acts of God, strikes, riots, fire, flood, war, delay of carriers,

material shortages, embargoes or inclement weather, or other similar happenings which are beyond the control of Landlord, and provided further the improvements shall be completed with all due diligence commensurate with such delay and in all events not later than April 30, 1980, said option to terminate shall not arise. For a period of thirty (30) days prior to completion of Tenant's building by Landlord, Tenant shall have the privilege, rent free, of entering said building for the purposes of installing storage bins, storing merchandise, and other of Tenant's construction activities in conjunction with Landlord's preparation for Tenant's acceptance of said building, which shall not create unreasonable interference with the work of Landlord. Such entry by Tenant shall not be construed as an acceptance of the demised premises by Tenant under the provisions of this lease or as a waiver of any of the provisions hereof.

5. COMMENCEMENT DATE:

The Tenant shall open its store for business within thirty (30) days following performance of the following:

(a) Tenant's store building and other improvements constructed for Tenant on the demised premises, as shown on Exhibit "A" attached hereto, shall have been delivered to Tenant completed in accordance with the plans and specifications.

(b) The buildings and facilities to be occupied by Piggly Wiggly, as shown on Exhibit "A" attached hereto, have been completed and are ready for the opening of business by Piggly Wiggly simultaneously with the operation to be conducted by Tenant herein, or prior to the commencement of the operation to be conducted by Tenant herein.

(c) Construction of all of the common areas (including parking area hereinafter specifically required)

shall have been completed substantially as shown on Exhibit "A".

(d) In the event that all the above requirements shall not have been met on or prior to April 30, 1980, the Tenant or Landlord may cancel and terminate this lease.

(e) Rent shall begin to accrue hereunder upon the date the Tenant opens its store for business, or upon the expiration of thirty (30) days following the performance of all the above requirements, whichever date shall sooner occur. No acceptance of possession of the demised premises, opening for business by Tenant nor payment of rent under this lease shall constitute acceptance by Tenant of defective work or materials or of work not completed in accordance with plans and specifications.

6. PARKING:

Landlord shall at all times during the term of this lease, and any extensions thereof, provide and maintain a surfaced parking area substantially as shown on Exhibit "A", and of sufficient area to provide:

(a) a minimum ratio of at least five (5) standard-sized automobile parking spaces to each one thousand (1,000) square foot of gross leaseable building area in the shopping center, and

(b) facilities for convenient parking of at least two hundred nineteen (219) automobiles following completion of the Phase 1 area as shown on Exhibit "A;" and in the event the parking area furnished should at any time be substantially less, and such deficiency of parking facilities shall continue for thirty (30) days after written notice thereof is received by Landlord giving reasonable details, the Tenant shall be entitled to a pro rata reduction in rental; except, however, in the event the parking area is reduced by fifteen percent (15%) or more,



then the Tenant at its option shall have the right to cancel or terminate the lease; provided, however, that the Tenant may not terminate and cancel this Lease should Landlord make available other parking areas reasonably accessible to the leased premises as a substitute for the area so taken. All of the common areas (including parking areas) shall be adequately lighted by Landlord at its expense during customary shopping hours for the type of business operated by Tenant, including the furnishing of light standards, light bulbs, fixtures and equipment and electrical power consumed in connection with such operation; and Landlord further agrees, at its own cost and expense, to paint and stripe the parking areas from time to time as reasonably required and to sweep and keep the same free of all rubbish and debris and provide adequate policing of same, and Landlord further agrees that no signboards or other construction shall be erected in any of the common areas (including the parking area) shown on Exhibit "A" or so as to obstruct the view of the demised premises from the adjoining public streets, provided, however, pylon signs shall be permitted in the approximate locations shown on Exhibit "A".

7. SERVICE AREA:

Landlord further agrees to provide for the exclusive use of the Tenant at its service entrances such loading areas as are shown on the approved plans and specifications and further agrees that Tenant shall have 24-hour a day facilities for ingress and egress to the rear of the demised premises and the exclusive right to such space as may be reasonably needed by Tenant for loading and unloading merchandise for its store into and from trucks and trailers at such service entrances.

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8. UTILITIES:

Landlord covenants and agrees that the demised premises shall be properly serviced with gas, electric, telephone, water, sewer or septic tank, and other utilities sufficient to meet Tenant's requirements as of the commencement of the lease term. Tenant shall pay all charges for utility services furnished to the demised premises during the lease term.

9. TENANT'S REPAIRS:

Upon completion of construction by Landlord and acceptance of the demised premises by Tenant, Tenant agrees to keep the interior of the demised premises in good condition and repair, excepting structural repairs and all repairs which are the responsibilities of the Landlord or which are made necessary by reason of fire and other unavoidable casualties covered by Landlord's fire and extended coverage insurance, and excepting reasonable wear and tear.

Within the repair responsibilities of Tenant shall be included: floor surfacing; interior, exposed plumbing and wiring; heating, air-conditioning and grilles; and windows and plate glass; except such damage caused by faulty construction or settling of the building or covered by Landlord's fire and extended coverage insurance which shall be the responsibility of Landlord. Landlord hereby agrees to transfer to Tenant all warranties Landlord may have on any of the fixtures and equipment which are to be maintained by Tenant.

10. LANDLORD'S REPAIRS:

The Landlord shall, at its cost and expense, keep and maintain the common areas (including parking area) in good condition and repair, and shall maintain the exterior of Tenant's store building, including the roof, gutter,

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downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior concealed plumbing (including septic tank, if any), and exterior wiring, of the store building in good condition and repair, and shall make any and all structural repairs to both the exterior and interior of said premises. If any portion of the common areas (including parking area) or any portion of the store building, which is the responsibility of the Landlord, shall at any time be in need of repair, Landlord will repair same immediately upon receipt of written notice from Tenant to do so, except that the Landlord shall not be obligated to make or pay for any repairs to Tenant's store building rendered necessary by the fault, act or negligence of the Tenant, or any of its servants, agents or employees, except in the case of damage by fire or the elements, or other casualty covered by Landlord's fire and extended coverage insurance.

Notwithstanding the provisions of this lease, Landlord shall not be responsible to Tenant for damages resulting from Landlord's failure to make repairs to Tenant's store building only unless Landlord shall have received written notice of the requirements for repair and shall have failed to act with reasonable promptness to remedy the conditions described in said notice; provided, however, this condition shall be inapplicable to Landlord's common areas and parking area repair responsibilities above stipulated; and provided further, this condition shall not in any way abrogate Tenant's right to make emergency repairs as hereinbelow permitted.

If in order to protect the Tenant's property in the store building it shall be necessary to make emergency repairs to any portion thereof which is the responsibility of the Landlord to repair in a dollar amount not to exceed One Thousand Five Hundred Dollars (\$1,500), or if the Landlord after receipt of notice as above provided fails or

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neglects to make with all due diligence such other repairs to the store building or common areas (including parking area) which are the responsibility of the Landlord, the Tenant shall have the right to make such repairs and to deduct from the rental installments then due or thereafter to become due such sums as may be necessary to reimburse the Tenant for the money expended or expense incurred by it in making such repairs. Landlord further covenants that the store building will be so constructed and maintained at all times so as structurally (exclusive of fixtures, equipment, floor coverings, wall coverings and finished ceilings) to comply with and conform to the requirements prescribed by any and all ordinances, statutes, rules or regulations of municipal or other governmental authority relating to public health and sanitation or safety, and that Landlord will promptly make any changes or alterations in the premises which may become necessary in order that said premises may conform to such ordinances, statutes, rules or regulations now in force or which may be hereafter passed, adopted or promulgated.

11. SIGNS:

Tenant may place, erect and maintain on the building to be occupied by Tenant, any signs selected by Tenant, consistent with building signs presently existing in other locations in Alabama in which Tenant is operating, which such signs shall remain the property of Tenant and may be removed at any time during the term of this lease or any extension thereof, provided Tenant shall repair or reimburse Landlord for the cost of any damage to the demised premises resulting from the installation or removal of such signs. Landlord shall be required to erect, at Landlord's own expense, a shopping center pylon sign at the place shown on Exhibit "A". Tenant reserves the right to construct and

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erect, at Tenant's cost and expense, its own sign on Landlord's shopping center pylon sign at the location shown on Exhibit "A" attached hereto.

12. FIXTURES AND INTERIOR ALTERATIONS:

The Tenant, at its own expense, may from time to time during the term of this lease make any interior alterations, additions and improvements in and to the demised premises which it may deem necessary or desirable and which do not adversely affect the structural integrity thereof; but it shall make them in a good workmanlike manner and in accordance with all valid requirements of municipal or other governmental authorities. All permanent structural improvements shall belong to the Landlord and become a part of the premises upon termination or expiration of this lease.

Tenant may construct and build or install in said premises any and all racks, counters, shelves and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Tenant's business, which racks, counters, shelves and other fixtures and equipment shall at all times be and remain the property of the Tenant; and Tenant shall have the right to remove all or any part of the same from said premises at any time; provided, Tenant shall repair or reimburse Landlord for the cost of repairing any damage to said premises resulting from the installation or removal of such items.

13. INDEMNIFICATIONS:

Tenant agrees to indemnify and save harmless the Landlord from any claim or loss by reason of an accident or damage to any person or property happening on or about the demised premises; and Tenant further agrees to carry, at its expense, public liability insurance coverage in a company qualified to transact business in the state in which the

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demised premises are located, stipulating limits of liability of not less than \$200,000.00 for an accident affecting any one person; not less than \$500,000.00 for an accident affecting more than one person; and \$50,000.00 property damage. Certificate of such coverage from the insurer providing thirty (30) days' notice to Tenant prior to cancellation or termination shall be furnished to Landlord.

Likewise, Landlord shall indemnify and save harmless the Tenant from any claim or loss by reason of an accident or damage to any person or property happening on or about all common areas (including parking area) of the shopping center; and Landlord further agrees to carry, at its expense, public liability insurance coverage on all common areas (including parking area) of the shopping center, with a contractual liability endorsement on the policy in a company qualified to transact business in the state in which the demised premises are located, stipulating limits of liability of not less than \$200,000.00 for an accident affecting any one person; not less than \$500,000.00 for an accident affecting more than one person; and \$50,000.00 property damage. Certificate of such coverage from the insurer providing thirty (30) days' notice prior to cancellation or termination shall be furnished to Tenant.

14. CLEANLINESS:

Tenant shall at all times keep the interior of the store building in a reasonably neat and orderly condition and shall keep the entryways and delivery areas adjoining the building reasonably clean and free from rubbish and dirt. Tenant will not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises creating a nuisance thereon, and Tenant further agrees to permit the Landlord or its agent at all

reasonable times to enter upon the premises for making repairs and for examining or showing the same to prospective purchasers.

15. FIRE:

In the event that the leased premises are partially damaged or totally destroyed by fire, casualty or other disaster, the term of this lease shall not be affected thereby except as hereinafter provided. In the event that the building on the leased premises is damaged or destroyed by fire, casualty or other disaster, Landlord shall promptly cause the same to be restored to its prior existing condition; provided, however, Landlord shall have whatever time is reasonably necessary to adjust the loss with the insurance companies insuring the leased premises at the time of the happening of the fire or other casualty, and due allowance shall be made for delay occasioned by strikes, walkouts and conditions beyond the control of Landlord. In the event Landlord fails to completely restore and rebuild same within one (1) year after such fire, casualty or disaster, then and in that event Tenant may, at its option, elect to terminate and cancel this lease, in which event this lease shall, upon written notice from Tenant to Landlord, be terminated and cancelled and neither party shall thereafter have any further obligation with respect to the other. Should the leased premises or a portion thereof be rendered untenable by reason of damage or destruction thereof by fire, casualty or other disaster during the term of this lease, as provided in this paragraph, rent shall abate in proportion to the area of the leased premises rendered untenable from the date of the happening of the fire or other casualty or disaster up to the date of the restoration of the premises; provided, however, no rent shall accrue for any portion of the premises unless Tenant is able to conduct its

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usual business in that portion of the premises which remains tenantable. If at the date of the happening of the fire, casualty or other disaster Tenant shall have paid any rent for a period beyond such date, Tenant shall be entitled to a proportionate refund.

If, however, such damage occurs during the last two (2) years of the original term hereof or the last two (2) years of any renewal term hereof and the cost of restoration amounts to more than one-third (1/3) of the replacement value of the building as certified by a reputable registered architect selected by Landlord and Tenant, Tenant shall have the right to terminate this lease upon written notice to Landlord within ten (10) days after the rendition of the certification by such architect; and Landlord shall have the right to terminate this lease upon written notice to Tenant given within forty (40) days after the rendition of such certificate, unless Tenant shall elect to exercise its next option to renew this lease for an additional period of five (5) years, in which event Landlord shall have no option to terminate this lease and shall be obligated to restore the premises with due diligence.

Tenant agrees, upon notice from Landlord, to remove such fixtures and other property from the leased premises as shall be required by Landlord for such restoration work and agrees to permit Landlord, its agents, servants, employees and contractors to enter upon the leased premises and remain thereon without molestation for the purpose of restoring the leased premises. Should Tenant have paid any rent upon the leased premises beyond the date of termination, as in this paragraph provided, Tenant shall be entitled to a proportionate refund.

If Tenant desires to insure any merchandise or other property located within the demised premises, it shall do so at Tenant's expense; and Tenant expressly waives any

and all claims against Landlord for loss or damage due to any such merchandise or other property, whether or not covered by Tenant's insurance, regardless of the cause of such damage, including, without limitation, damage resulting from negligence of Landlord, its agents, servants or employees; provided that the insurance of such merchandise and property obtained by Tenant shall contain a waiver of subrogation clause by which the insurance companies waive all right of recovery from Landlord, its agents, servants or employees.

Landlord agrees to carry fire and extended coverage insurance on Tenant's building and all other buildings within the shopping center in an amount not less than eighty percent (80%) of the full insurable value thereof, above foundation walls, and hereby expressly waives any and all claims against the Tenant for loss or damage due to fire, explosion, windstorm, or other casualty covered by such insurance, regardless of the cause of such damage, including, without limitation, damage resulting from the negligence of the Tenant, its agents, servants or employees; provided, that the insurance carried by Landlord on its building occupied by Tenant shall contain a waiver of subrogation clause waiving the right of recovery by the insurance company or companies from Tenant, its agents, servants and employees.

16. QUIET ENJOYMENT:

The Landlord covenants, warrants and represents that upon commencement of the lease term, the shopping center, including the demised premises, will be free and clear of all liens and encumbrances superior to the leasehold hereby created, except for current taxes; that the Landlord has full right and power to execute and perform this lease and to grant the estate demised herein; and that

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the Tenant on paying the rent herein reserved and performing this lease and the covenants and agreements of same, shall peaceably and quietly have, hold and enjoy the demised premises, and all rights, easements, appurtenances and privileges belonging or in anywise appertaining thereto, during the full term of this lease and any extensions thereof.

The Landlord warrants the non-existence of any zoning or other restriction preventing or restricting use of the demised premises as permitted in Paragraph 1 hereof or use of common areas for parking purposes; and should such zoning or other restriction be in effect or adopted at any time during the term of this lease, preventing or restricting Tenant from conducting its business as permitted herein or using the common areas (including parking area) in conjunction therewith, the Tenant at its option may terminate this lease and shall stand released of and from all further liability hereunder.

17. TAXES AND LIENS:

All taxes, assessments and charges on land or improvements and obligations secured by mortgage or other lien upon the demised premises or the shopping center shall be promptly paid by the Landlord when due. The Tenant may perform, acquire or satisfy any lien, encumbrance, agreement or obligation of the Landlord which may threaten its enjoyment of the premises; and if it does so it shall be subrogated to all rights of the obligee against the Landlord or the premises or both and shall be reimbursed by the Landlord for resulting expenses and disbursements together with interest thereon at six percent (6%) per annum.

18. CONDEMNATION: If any part of the building on the demised premises occupied by Tenant within the shopping

center be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, the Tenant shall be entitled to termination of this lease at its option; and any unearned rent or other charges paid in advance shall be refunded to the Tenant. In the event the Tenant does not elect to terminate this lease as aforesaid, the Landlord shall immediately commence and diligently prosecute to completion the repair and restoration of the improvements, including Tenant's store building within the shopping center, to a condition comparable to their condition at the time of taking and the lease shall continue; but Tenant shall be entitled to such abatement of rent and other adjustments as shall be just and equitable under all circumstances.

In the event that any portion of the common areas (including parking area and access thereto) designated as such on Exhibit "A" be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, so as to reduce the required parking area by an amount in excess of fifteen percent (15%), Tenant may, at Tenant's option, terminate this lease and be liable for rent only up to the time of such taking; provided, however, that in the event of such taking, Tenant may not terminate the lease in the event Landlord should make available other reasonably accessible parking area as a substitute for the parking area so taken.

Although Tenant shall have no claim against Landlord for any portion of any condemnation award made to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be properly awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation, and for or on account of any cost or loss to which Tenant

may be put in removing fixtures and leasehold improvements. To the extent that it conflicts with or diminishes the amount of any condemnation award made to the Landlord, Tenant shall not be entitled to any award for the loss in value of its leasehold estate, but only to an award for the loss of, or damage to, its trade fixtures and for the unamortized cost of any improvements made by tenant and moving expenses, if allowable.

19. DEFAULT:

In the event the Tenant should fail to pay any of the monthly installments of rent reserved herein for a period of more than ten (10) days after the same shall become due and payable, or if the Tenant shall fail to keep or shall violate any other condition, stipulation or agreement herein contained, on the part of the Tenant to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) days after the Tenant shall have received written notice by certified or registered mail at its office address hereinafter designated from the Landlord to pay such rent or to cure such violation or failure, then, in any such event, the Landlord at its option, may either (a) terminate this lease or (b) re-enter the demised premises by summary proceedings or otherwise expel Tenant and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Tenant shall remain liable for the deficiency, if any, between Tenant's rent under this lease and the price obtained by Landlord on reletting. However, a default (except as to payment of rentals) shall be deemed cured if Tenant in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence pro-

BOOK 321 PAGE 29

ceeds to complete the performance required to cure such default.

20. BANKRUPTCY:

The Tenant further covenants and agrees that if, at any time, the Tenant is adjudged a bankrupt, or insolvent under the laws of the United States or of any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property or assets of the Tenant is appointed, and as such shall not be discharged within ninety (90) days after such appointment, then the Landlord may, at its option, declare the term of this lease agreement at an end and shall forthwith be entitled to immediate possession of the said premises as aforesaid.

21. CONSTRUCTION RISKS:

It is understood and agreed that nothing contained herein shall constitute the Landlord as the agent in any sense of the Tenant in construction of any of said improvements, and that the Tenant shall have no control or authority over the construction of said improvements. The Tenant shall not in any manner be answerable or accountable for any loss or damage arising from the negligence or the carelessness of Landlord's contractor or of any of their subcontractors, employees, agents or servants by reason of Landlord's construction of said improvements called for under the terms of this lease. Landlord shall indemnify Tenant and save Tenant harmless from and against all claims and suits for damage to persons or property from defects in material or from the use of unskilled labor or from any negligence caused by Landlord, Landlord's contractors, subcontractors or any of their employees, agents or servants during the progress of the work in constructing said improvements or from any faulty construction thereof.



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22. NOTICES:

All rent payments due hereunder shall be sent to Landlord in care of Leitman-Perlman, Inc., 821 Massey Building, Birmingham, Alabama 35203, and all notices required to be given to Landlord hereunder shall be sent to both Leitman-Perlman, Inc., at said address and to Bennett Properties, Inc., 1736 Oxmoor Road, Homewood, Alabama 35209, and to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by Landlord. All notices required to be given by Landlord to Tenant hereunder shall be sent to Tenant at Tenant's address at Post Office Box 10166, Birmingham, Alabama, 35202, or to such address as Tenant may direct Landlord by written notice.

23. TERMINATION:

The Tenant will yield up the demised premises and all additions thereto (except signs, equipment and trade fixtures installed by Tenant at its expense) at the termination of the tenancy in as good and tenantable condition as the same are at the beginning of Tenant's occupancy, less reasonable wear and tear, damage by fire and other casualties, and condemnation proceedings by eminent domain excepted, and also excepting any damage, disrepair or other condition that the Landlord is obligated hereunder to repair or correct; provided, however, any provision hereinabove in this paragraph to the contrary notwithstanding, Tenant shall not be required to restore, remove, renovate, reconstruct or rebuild any walls, partitions, windows, doors or other openings or other facilities in the building on the leased premises to the same condition as at the beginning of Tenant's occupancy; but, on the contrary, all improvements then located on the leased premises and all machinery and equipment located thereon, including, but not limited to,

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heating and air-conditioning, will be delivered to Landlord in their "as is" condition at such time, it being understood and agreed that Tenant shall have no responsibility whatever for repairing or replacing any such machinery and equipment, and that Tenant shall not be responsible for repairing, renovating, restoring or replacing any part of the improvements caused by ordinary and usual wear during the occupancy of the leased premises by Tenant.

24. ARBITRATION:

In the event there should arise a misunderstanding between the parties hereto as to the compliance with the terms and conditions of this lease upon the part of either of the parties hereto, or as to whether the premises tendered by the Landlord have been improved in substantial conformity with said Plans and Specifications, or as to whether either party has grounds hereunder entitling it to terminate this lease, it is mutually agreed that such differences, if they cannot be satisfactorily adjusted between the parties within thirty (30) days, shall be submitted to a single arbitrator, if the parties hereto agree upon one; otherwise, to a board of three arbitrators, of whom one shall be selected by each party within ten (10) days after such thirty (30) day period and a third person shall be selected by these two; and the decision and award of such single arbitrator, if only one is used, or any two (2) of such board, if three (3) are used, as the case may be, shall be final and binding upon the said parties and their successors and assigns, respectively, and shall have the same force and effect as though any such decision had been handed down by a court of final and competent jurisdiction. Each of the parties hereto covenants to abide by such arbitration decision.

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25. ASSIGNMENT AND SUBLEASING:

The Tenant may, without the consent of the Landlord, assign this lease, or sublease or vacate the demised premises, in whole or in part, subject to the provisions of Paragraph 1 hereinabove entitled "USE"; provided the Tenant herein shall continue to remain liable and responsible for the payment of rentals and due performance of all other terms, covenants and conditions of this lease.

26. SUBORDINATION:

The Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall be undisturbed, nor shall this lease be affected by any default under such mortgage; and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect; provided, however, that Tenant fully performs all of its obligations under this lease.

27. ATTORNEYS' FEE:

Tenant agrees to pay Landlord all reasonable attorneys' fees incurred in the event Landlord employs an attorney to collect any rental or other obligations due

hereunder by Tenant, or in the event Tenant violates any of the terms, conditions or covenants on the part of Tenant herein contained. Likewise, Landlord agrees to pay Tenant all reasonable attorneys' fees incurred in the event Landlord violates any of the terms, conditions and covenants on the part of Landlord herein contained.

28. LIMITATION OF PERSONAL LIABILITY:

Anything in this lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings comprising the shopping center of which the demised premises are a part and subject to rights of any mortgagee of the premises which may have priority for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this lease to be observed and/or performed by Landlord; and no other property or assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. Nothing herein contained shall act as a limitation on any right of Tenant to make a deduction from rent as in this lease may be otherwise provided.

29. SELF HELP:

If Landlord shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed, and if Landlord or any first mortgagee shall not cure such default within thirty (30) days after notice from Tenant to Landlord and said mortgagee (except that no such notice shall be required in emergencies as herein stipulated) specifying the default (or shall not within said period commence to cure

such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter, cure such default for the account of Landlord; and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord; and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period and without such notice to Landlord and first mortgagee if the curing of such default prior thereto is reasonably necessary to protect the real estate or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder said amount may be deducted by Tenant from the next or any succeeding payments of rent due hereunder.

30. NOTICE OF LANDLORD'S DEFAULT:

Anything in this lease to the contrary notwithstanding, Tenant agrees that it will not terminate this lease because of Landlord's default in performance hereof until Tenant has first given written notice as herein stipulated to Landlord and to any holder of a first mortgage encumbering the demised premises (provided Tenant has first been notified in writing of the name and address of said mortgage holder), specifying the nature of the default by Landlord and allowing Landlord and said mortgage holder, or either of them, thirty (30) days after date of such notice to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day

period; provided, however, that no such notice shall be required in emergencies as herein stipulated. Tenant further agrees not to prepay any rents more than fifteen (15) days in advance of the due dates thereof as required or made by this lease without the prior written consent of said first mortgagee.

31. WAIVER OF LANDLORD'S LIEN:

Upon request by Tenant, Landlord agrees to waive its Landlord's lien upon any fixtures or equipment placed by Tenant in the demised premises if required by any mortgagee of said fixtures or equipment.

32. BENEFIT:

This lease and all of the covenants and conditions hereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

33. TITLES:

The titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions hereof.

34. RECORDING OF LEASE:

Landlord agrees to file the entire within lease agreement for record within six months from date of execution in the Office of the Judge of Probate of Shelby County, and to pay all costs and expense which is required in connection with such recording. In the event Landlord fails to record the lease within the time limit set forth hereinabove, Tenant shall be permitted to record the same

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and to deduct the entire amount of costs and expenses incurred in such recording from the next maturing installment of rent which Tenant is required to pay under the terms of the lease.

35. EXTENSIONS:

It is further agreed that Tenant, at its option, shall be entitled to the privilege of four (4) successive extensions of this lease, each extension to be for a period of five (5) years and on the same terms and conditions as apply to the primary term, except that the annual minimum guaranteed rental payable during each of such five year extension periods shall be the following:

(i) The guaranteed annual minimum rental payable during each of the five (5) years of the first extended term shall be the average annual combined guaranteed minimum and percentage rental paid by Tenant during the last five (5) years of the primary term;

(ii) The guaranteed annual minimum rental payable by Tenant during each of the five (5) years of the second extended term shall be the average annual combined guaranteed minimum and percentage rental paid by Tenant during the first five (5) year extended period;

(iii) The guaranteed annual minimum rental payable during each of the five (5) years of the third extended term shall be the average annual combined guaranteed minimum and percentage rental paid by Tenant during the second five (5) year extended term.

(iv) The guaranteed annual minimum rental payable during each of the five (5) years of the fourth extended term shall be the average annual combined guaranteed minimum and percentage rental paid by Tenant during the third five (5) year extended term.

Such option privilege may be exercised by the Tenant giving to the Landlord a notice in writing at least six (6) months before the expiration of the initial term, and if extended, at least six (6) months before the expiration of such extended term, stating the intention of the Tenant to exercise such option and the period for which such option is exercised; and thereupon this lease shall be so extended without the execution of any other or further document.

36. COMPLETE AGREEMENT:

This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises, except plans and specifications for Tenant's store and related improvements to be formally approved by the parties prior to the effective date of this lease. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Tenant have each caused this lease to be executed, ALL IN DUPLICATE, on this the 15th day of August, 1977.

~~ATTEST:~~

~~Its~~ _____

VALLEYDALE VILLAGE INC.,
an Alabama Corporation

By Samuel W. Bennett
Its President

LANDLORD

BIG B DISCOUNT DRUGS, INC.

By Anthony J. Bruno
Its President

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ATTEST:

James L. Permitt
Its Secretary
Permitt

JLP/wp/cec

TENANT

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STATE OF ALABAMA)
COUNTY OF ~~SHELBY~~)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel W. Bennett, whose name as President of Valleydale Village, Inc., a corporation, is signed to the foregoing lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10th day of July, 1979.

Virginia D. Dobb
Notary Public
My Commission Expires: 1-25-81

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony J. Bruno, whose name as President of Big B Discount Drugs, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11 day of July, 1979.

Virginia D. Dobb
NOTARY PUBLIC
My Commission Expires: 1-25-81





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GUARANTY

IN CONSIDERATION of the execution of the foregoing and attached lease with Valleydale Village, Inc., as Landlord, and Big B Discount Drugs, Inc., as Lessee, at the instance and request and for the benefit of the undersigned, Bruno's, Inc., an Alabama corporation (the parent corporation of the said Lessee), and in reliance upon this guaranty, and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned, in hand paid by the Lessor, the receipt whereof is hereby acknowledged, the undersigned, Bruno's, Inc., an Alabama corporation, for itself and its successors and assigns, does hereby absolutely and unconditionally guarantee unto the said Lessor, its successors and assigns, payment of the rent therein reserved and the performance by the Lessee of all of the obligations, covenants, agreements and provisions therein contained on the part of the Lessee.

THE UNDERSIGNED hereby waives any and all requirements of notice of non-performance and demand.

THE UNDERSIGNED further agrees that any act of indulgence to the Lessee, or the waiving or modification of any of the terms, conditions or provisions of said lease, without the consent or knowledge of the undersigned, shall not in any manner affect or waive the liability of the undersigned.

THE UNDERSIGNED further agrees that in the event of any default in the terms of said lease, and after failure of the Lessee to remedy such default after notice as provided in said lease, the Lessor, its successors and assigns, may institute successive suits against the undersigned for each breach as it occurs. And such suit or suits, at the option of said Lessor, may be filed against the undersigned and the Lessee, both or either, jointly or separately, concurrently or successively.

THE UNDERSIGNED represents that the Lessee is a wholly-owned subsidiary of the undersigned and that it possesses the power and authority to make this guaranty.

IN WITNESS WHEREOF, Bruno's, Inc., has caused its corporate name to be signed hereto by its President and attested by its *Vice Pres. Secretary*, and its corporate seal affixed, on this the *9th* day of *July*, 1979.

ATTEST:

BRUNO'S, INC.

James C. Baedon

Its *V.P. Sec.*

By *Angel B...*

Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Angel B...* whose name as President of Bruno's, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 1979.

NOTARY PUBLIC

My Commission Expires: _____

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PROJECT DATA

	AREA	PARKING REQUIRED 55 MSF
FOOD STORE	20,124 sf	110 spaces
DRUG STORE	9,000 sf	50
LEASE SPACE "A"	10,700 sf	59
PHASE 2 "B"	8,800 sf	49

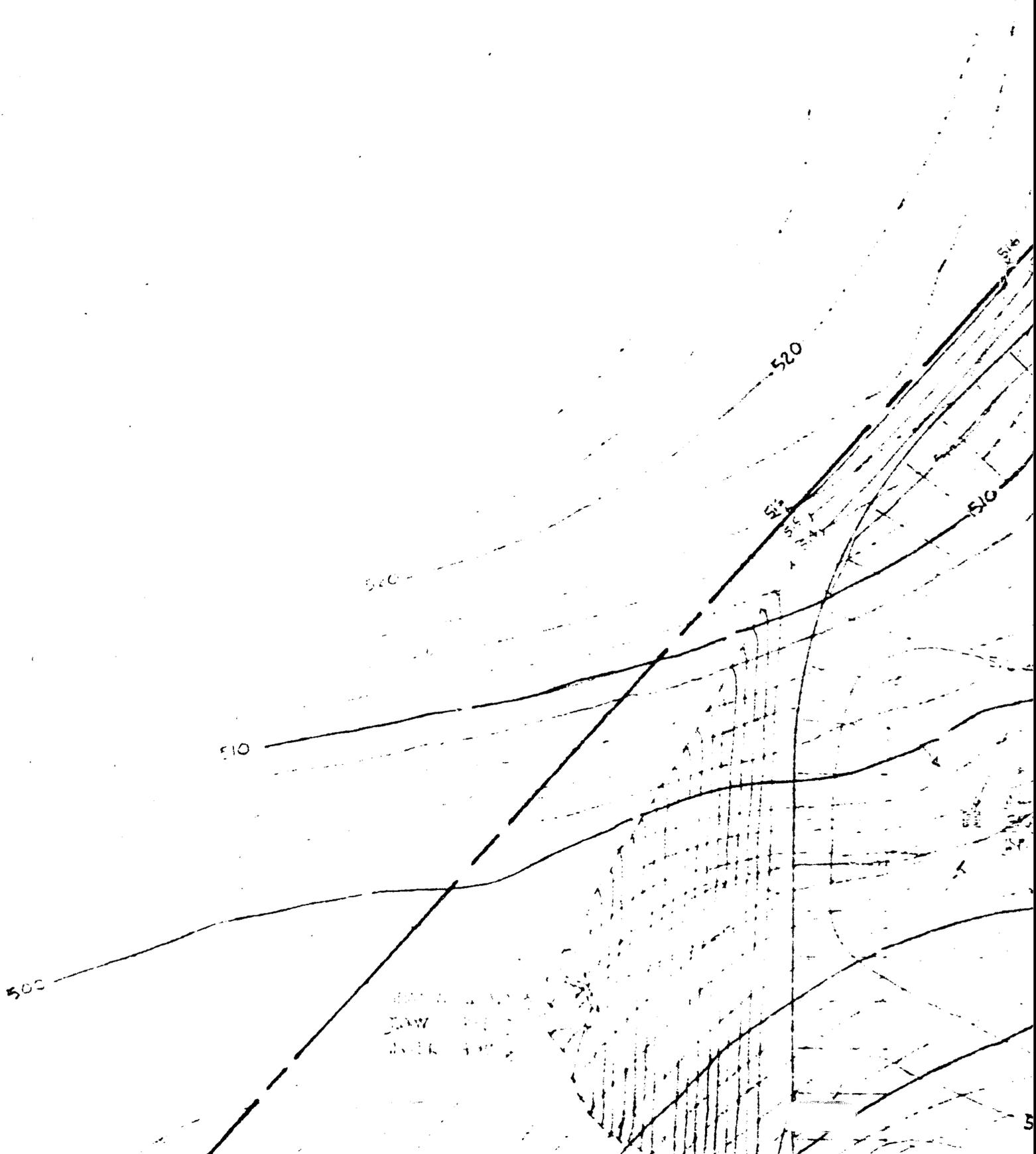
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PHASE 1 AREA	39,824 sf	219 req.
TOTAL AREAS SHOWN	48,624 sf	268 spaces

SCALE
in feet



520



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HOMEWOOD

65

VESTAZIA HILLS

HOOVER

459

Bessemer Cut Off Road

Rocky Ridge Ro

Altadena Ro

Action Road

Old Rocky Ridge Road

RIVERCHASE

SITE



CALDWELL MILL RO

PELHAM

VALLEY DALE

31

Cahaba Valley Ro

65



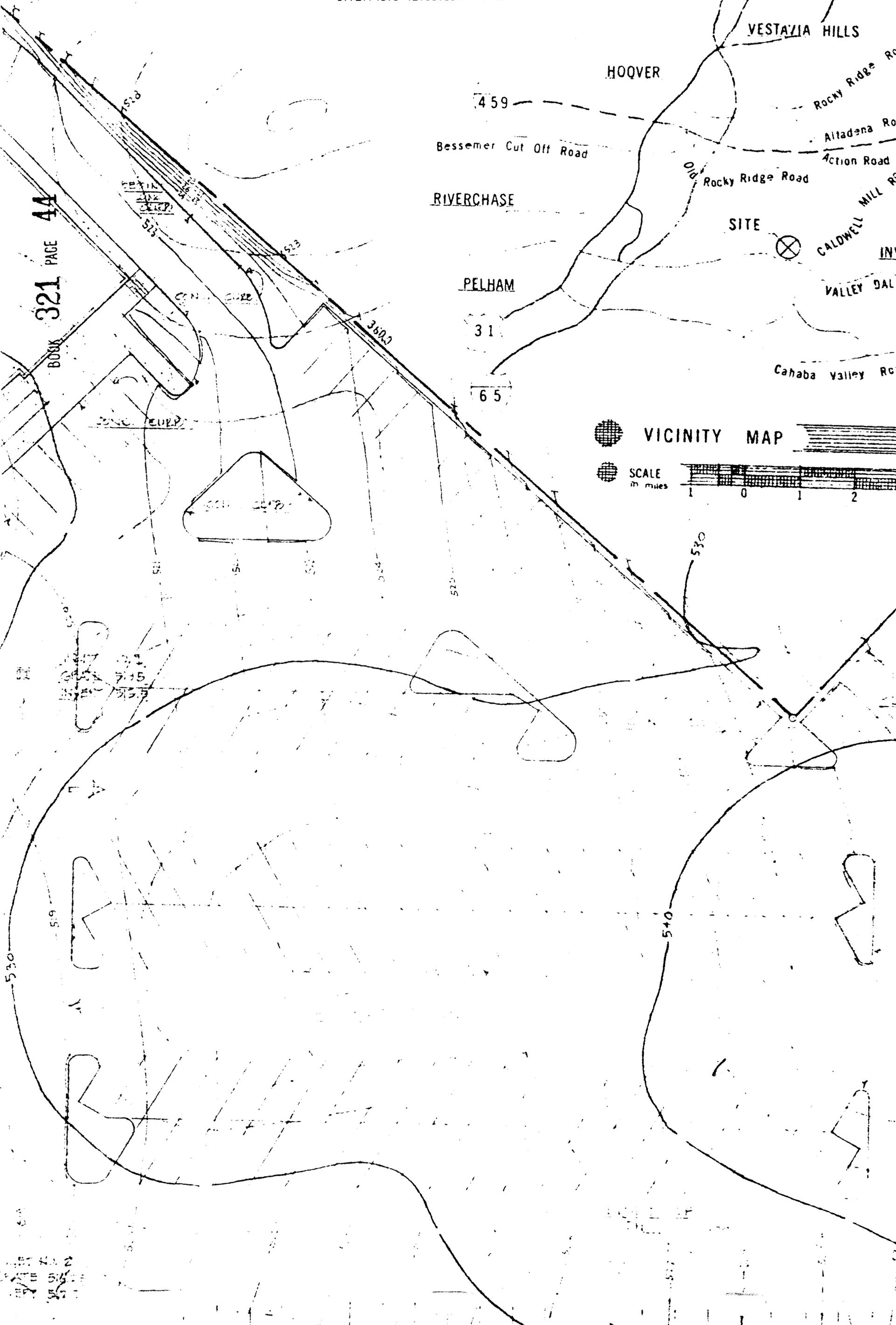
VICINITY MAP



SCALE
in miles

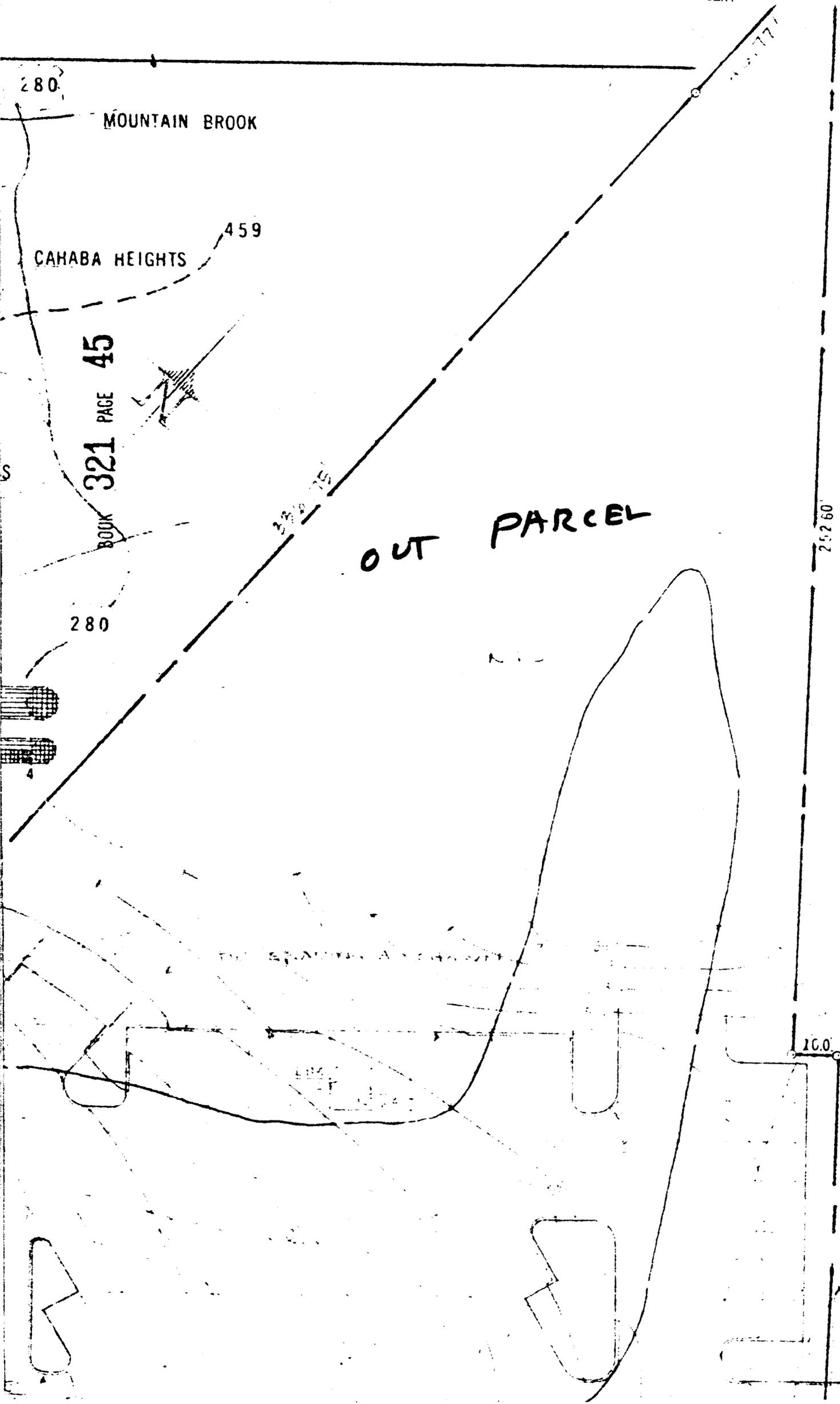


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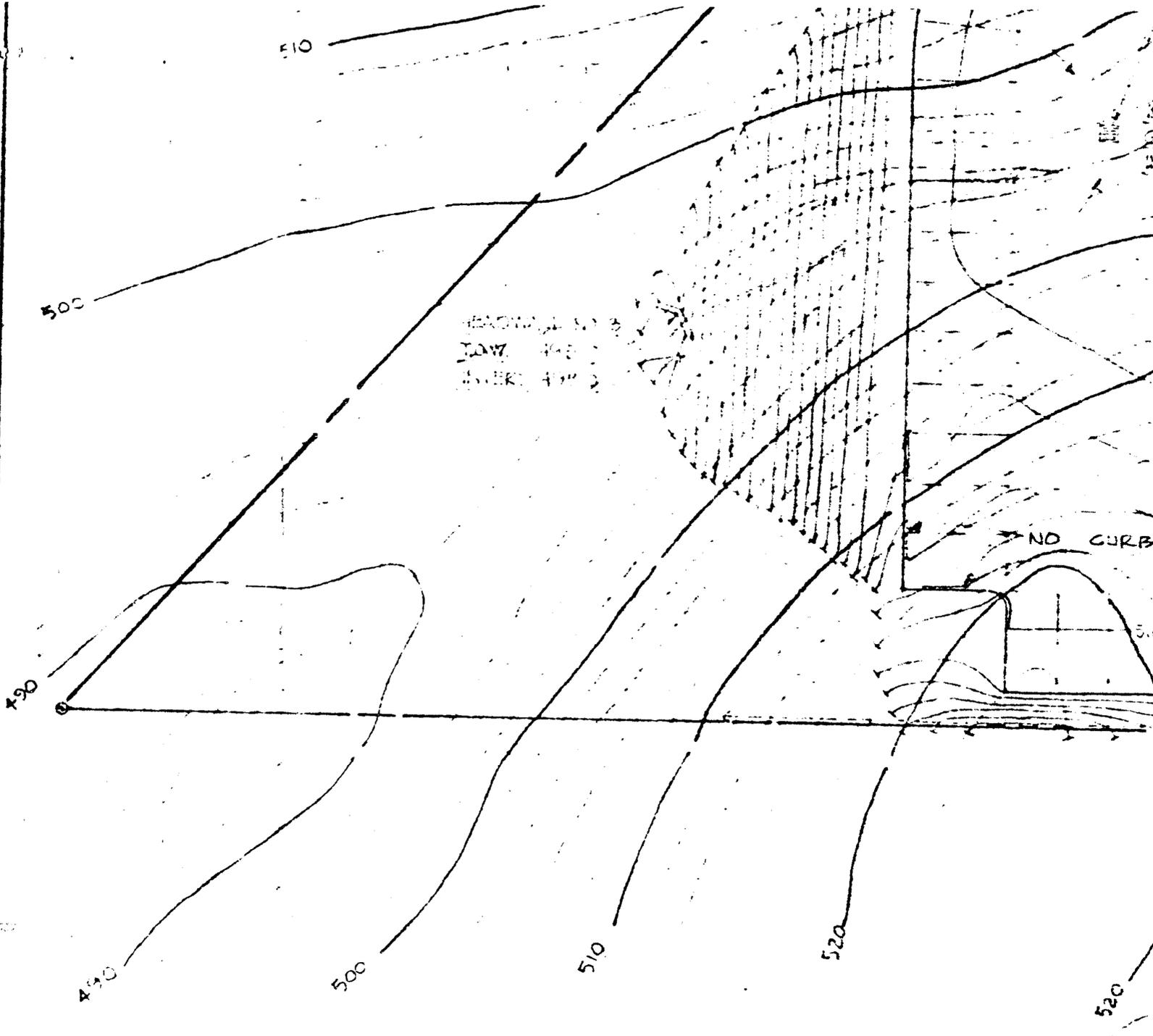
EDWARD BAILEY & ASSOCIATES, INC. - ARCHITECTS
BIRMINGHAM, ALABAMA - MEMBER AMERICAN INSTITUTE OF ARCHITECTS

E ROAD



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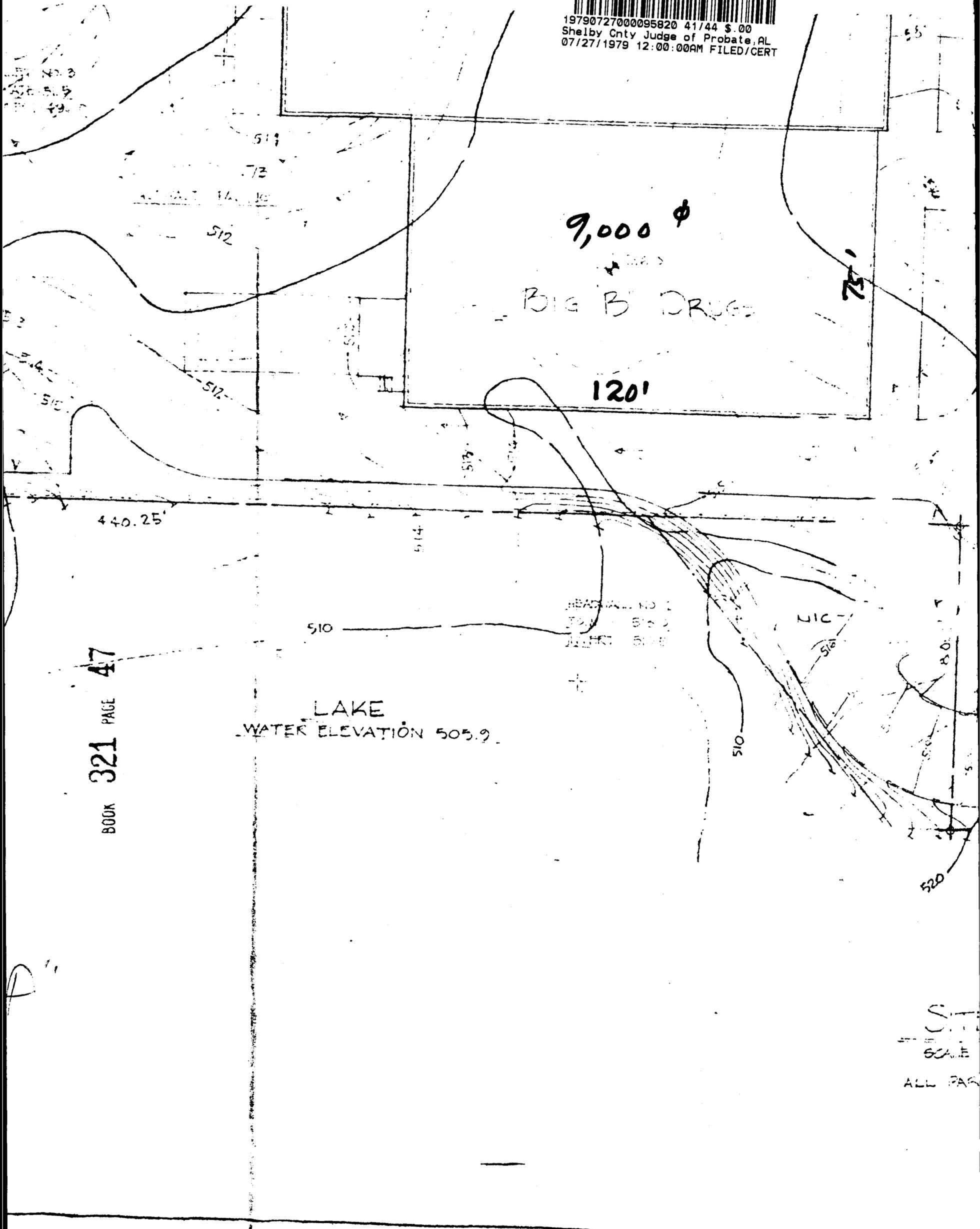
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EXHIBIT



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9,000 ϕ

BIG B DRUGS

120'

75'

440.25'

510

514

513

LAKE
WATER ELEVATION 505.9

HEAD WALL NO. 1
ELEV. 516.0
W. L. 515.8

NIC

510

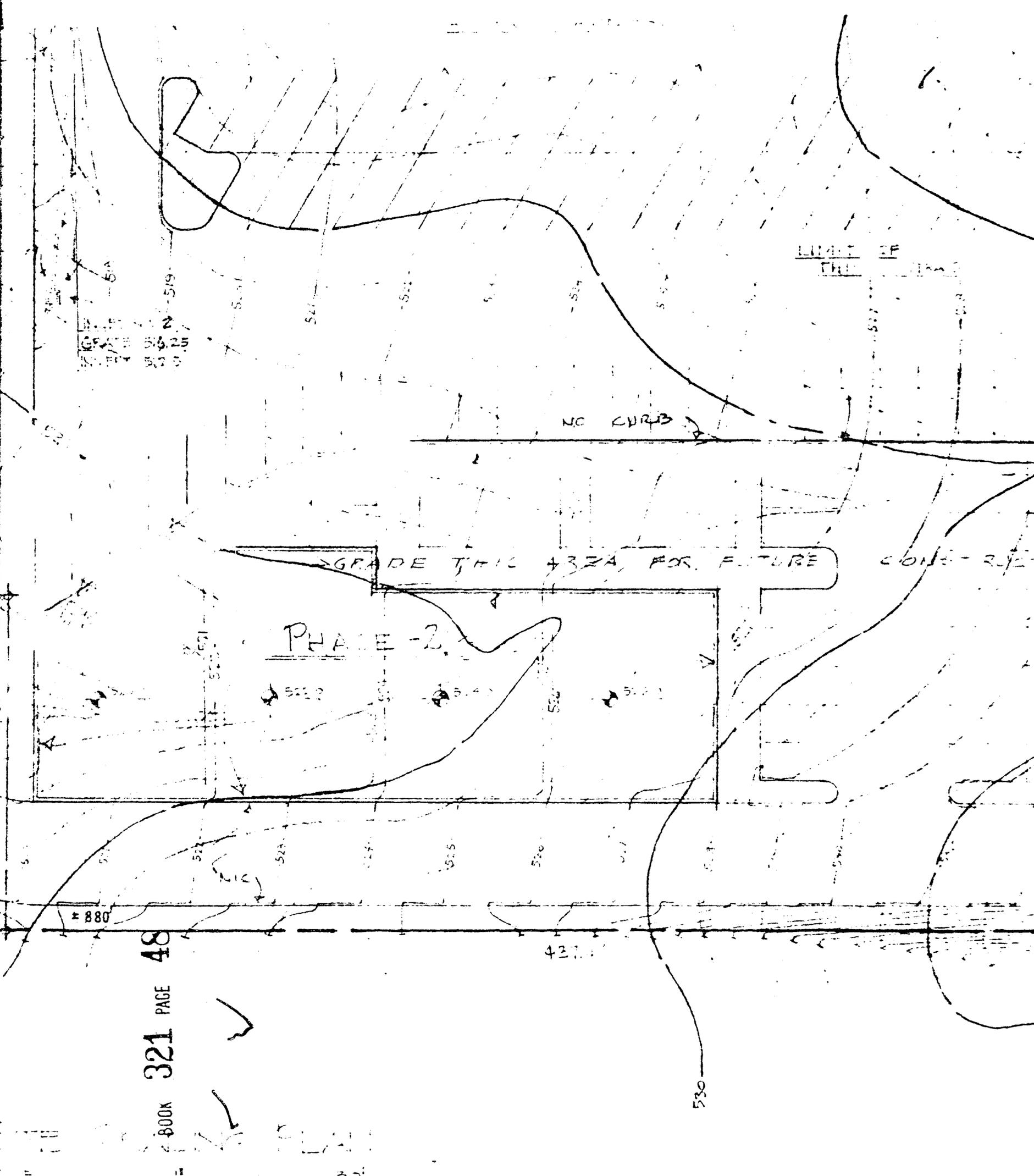
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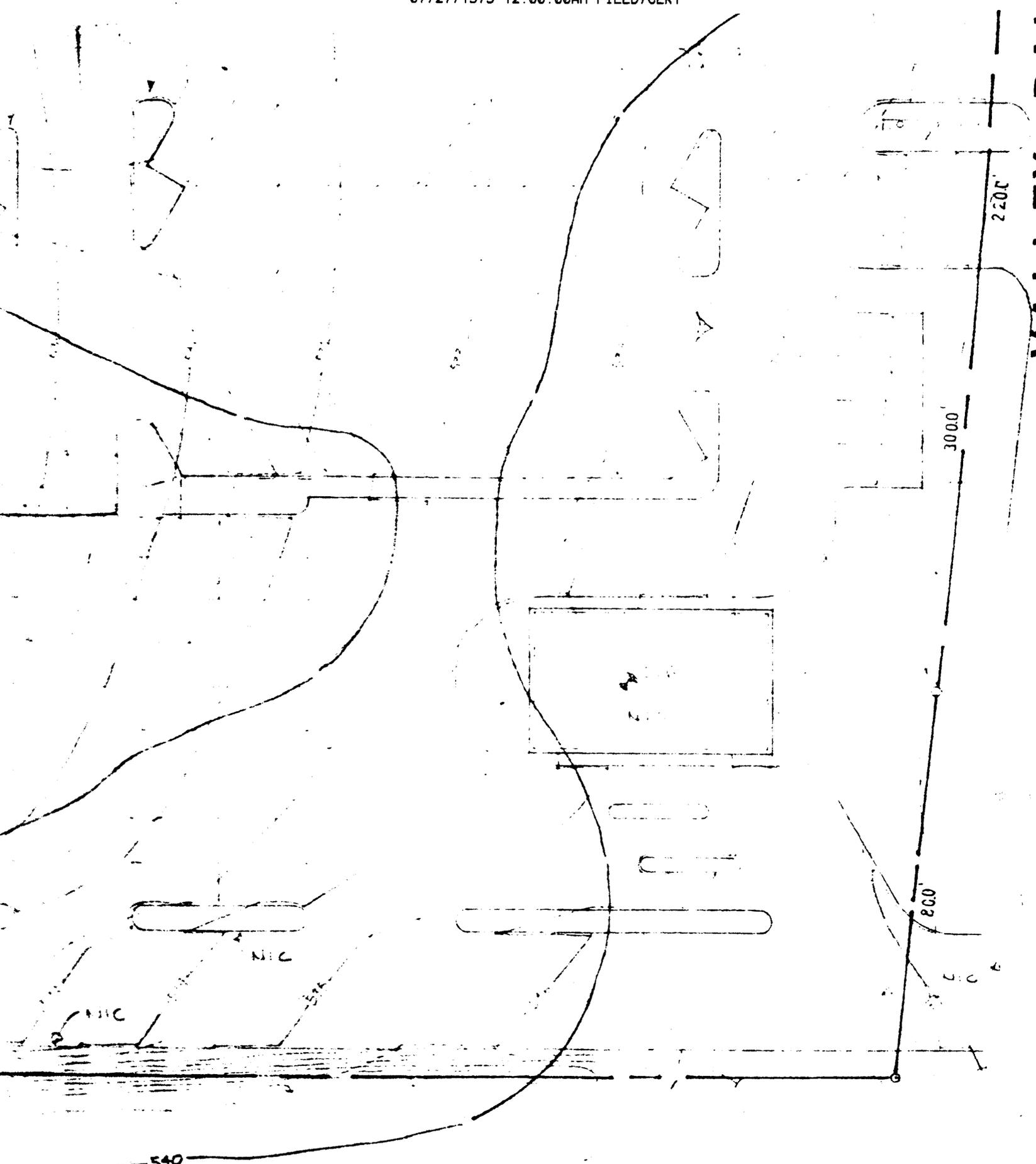


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BOUNDARIES TO BE LISTED WHERE SHOWN.



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VALLEY DAL

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1	VALLEY DAL SUBDIVISION		DRAWING DATE
	SHEET		18-457
		COMMISSION NO.	

T. L. DOUGLAS AND ASSOCIATES

CONSULTING ENGINEERS

ENGINEERING SURVEYING TESTING

1127 FORD AVENUE

BIRMINGHAM, ALABAMA 35217

PHONE 849 8371



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07/27/1979 12:00:00AM FILED/CERT

LEGAL DESCRIPTION

Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the N. E. Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West; Thence run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line a distance of 26.25 feet to the Point of beginning; Thence continue along said North line a distance of 336.75 feet; Thence turn right 89 $^{\circ}$ -14'-15" and run North a distance of 360.0 feet; Thence turn left 89 $^{\circ}$ -14'-15" and run West a distance of 608.74 feet; Thence turn left 131 $^{\circ}$ -35' and run Southeasterly 440.25 feet; Thence turn right 90 $^{\circ}$ -00' and run Southwesterly 80.00 feet; Thence turn left 90 $^{\circ}$ -00' and run 437.11 feet to the Northwesterly right-of-way line of a public road, said right-of-way line being in a curve to the left (Having a radius of 2833.72 feet and an interior angle of 6 $^{\circ}$ -04'-18"); Thence turn left 82 $^{\circ}$ -11'-40" to the tangent of said curve and run Northeasterly along said right-of-way line an arc distance of 300.29 feet; Thence from the Tangent of said curve turn left 90 $^{\circ}$ and run Northwesterly a distance of 10.0 feet; Thence turn right 90 $^{\circ}$ -00' and run Northeasterly along said right-of-way line a distance of 252.60 feet to the point of beginning. Containing 6.77 acres, more or less.

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BOOK

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

FILE

1979 JUL 27 AM 8:16

Thomas W. Douglas, Jr.
JUDGE OF PROBATE

Case Fee \$ 359.00

66.00

1.00

\$ 425.00

Handwritten initials/signature

TARRANT . . . BIRMINGHAM COURT HOUSE . . . BESSEMER
RESEARCH . DESIGN . SPECIFICATIONS . INSPECTION . TESTING . FOUNDATIONS . SOIL BORING
FEASIBILITY STUDIES . BRIDGES . LAND SURVEYING . SUBDIVISIONS . ENGINEERING SURVEYS . WATER AND SEWER SYSTEMS
DRAINAGE . STREETS AND PAVEMENT

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