

STATE OF ALABAMA)

SHELBY COUNTY)

3 1-6

SETTLEMENT AGREEMENT

WHEREAS, there is now pending in the Circuit Court of Shelby County a case in which Horizon 280 Association, (hereinafter referred to as "Horizon 280") is the Plaintiff and Shelby County Planning Commission, et. al., (hereinafter referred to as "Shelby County") are the Defendants, being Case No. CV-85-045; and

WHEREAS, the parties have agreed to settle their dispute, and to file a Stipulation of Dismissal, provided the property owner, Albert F. Thomasson, individually and as Trustee, enter into this Settlement Agreement; and

WHEREAS, the Plaintiff and the property owner, Albert F. Thomasson, individually and as Trustee, have agreed to settlement of the dispute upon the following terms and conditions:

1. Plaintiff and Defendants shall dismiss the above-referred pending action, with prejudice, each party to bear its own cost, and the parties hereto affirm the zoning of the property described in Exhibit A, as B-2 General District Zoning. In consideration of the dismissal, the property owner agrees to the use of the property in accordance with the following restrictions:

- (a) That the use of the real property described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property") shall be B-2 General Business District pursuant to the zoning ordinance as adopted by the Shelby County Planning Commission as of June 18, 1984, and approved by the Shelby County Commission as of June 25, 1984, provided, however, it shall be restricted to no more than three subdivision lots subject to the regulations of Shelby County, Alabama, as adopted by the Shelby County Planning Commission and approved by the Shelby County Commission, and provided, further, all uses

BOOK 98 PAGE 849

permitted under said B-2 General Business District shall be permitted excepting used car lots.

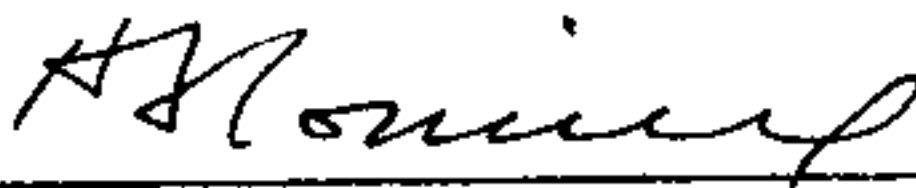
- (b) The Property shall have a landscaping buffer along the front (along U.S. Highway 280 East) of the Property (excluding entrances and exits) and shall have a thirty-five foot (35') building set back line from the front (along U.S. Highway 280 East) of the Property. The landscape buffer shall be established and landscaped in accordance with the Horizon 280 Association guidelines as imposed and established for other property located on U.S. Highway 280 East.
- (c) Any signage located on the property shall be in accordance with the Horizon 280 Association guidelines as imposed and established for other properties located on U.S. Highway 280 East.
- (d) The Property shall have ingress and egress to old highway 280 East (Cahaba River Road). So long as ingress and egress is permitted to old Highway 280 East (Cahaba River Road), no new ingress and egress to U.S. Highway 280 East shall be permitted except in connection with an existing ingress and egress to U.S. Highway 280 East. Upon the establishment of new access roads running parallel to U.S. Highway 280 East, the Property shall not be limited to such ingress and egress and this portion of the restrictive covenants shall be considered null and void.

2. If the B-2 General Business District zoning is modified or altered by the Shelby County Planning Commission (or other governmental entity) or if upon application of the subject property is restricted denying the usage of no more than three subdivision lots by the Shelby County Planning Commission (or other governmental entity), then this Settlement Agreement and the property use restrictions shall become null and void.

3. In the event an appeal of the Dismissal is filed by any party, including any party who is not a party to said action, then this Settlement Agreement will be null and void.

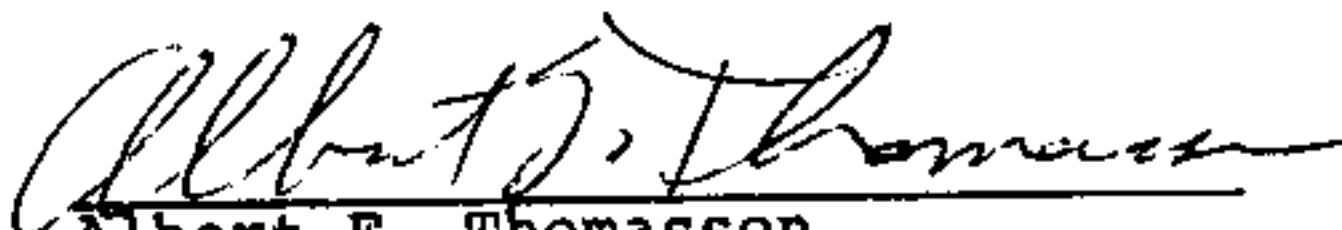
IN WITNESS WHEREOF, the undersigned parties have set their hands and seals this 12th day of June, 1986.

ATTORNEY FOR PLAINTIFFS



H.L. Conwill
Harrison, Conwill, Harrison &
Justice
Post Office Box 557
Columbiana, Alabama 35051

PROPERTY OWNER



Albert F. Thomasson,
Individually and as Trustee

98 PAGE 851

BOOK

EXHIBIT A

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Ranger 2 West of Shelby County, Alabama and more particularly described as:

Beginning at the southwest corner of the NW 1/4; NW 1/4 Section 36, TWP 18 South; Ranger 2 West, thence northerly with the west line of said section 91.50 feet to a point; thence continuing northerly with said west line 525.12 feet to a point on the south line of U.S. Highway 280; thence southeasterly forming an interior angle counterclockwise from the previous course of $62^{\circ}04'18''$, and along the southerly right of way of Highway 280, 67.22 feet to a broken Right-of-Way Monument; thence northeasterly, forming an interior angle counterclockwise from the previous course of $270^{\circ}00'00''$ a distance of 10.00 feet to a broken concrete right-of-way monument; thence southeasterly along the southerly right-of-way of Highway 280, a curve to the right having a radius of 2230 feet, a central angle of $14^{\circ}06'56''$, an arc length of 548.39 feet to a point (the chord of said curve forms an interior angle counterclockwise from the previous course of $82^{\circ}56'31''$ and is 548.00 feet in length); thence southeasterly, forming an interior angle of $86^{\circ}54'50''$ as measured counterclockwise from the chord previously mentioned 102.29 feet to a point; thence southwesterly but more southerly forming an interior angle of $197^{\circ}56'45''$ as measured counterclockwise from the previous course, 61.16 feet to a point; thence westerly forming an interior angle of $113^{\circ}17'25''$ as measured counterclockwise from the previous course, 128.43 feet to a point; thence southwesterly forming an interior angle of $230^{\circ}58'17''$ as measured counterclockwise from the previous course, 173.59 feet to a point on the southerly line of the NW 1/4; NW 1/4 of Section 36-18-2 aforesaid; thence westerly forming an interior angle of $124^{\circ}08'40''$ as measured counterclockwise from the previous course 199.08 feet to the point of beginning and containing 4.5545 acres of land.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV -6 AM 11:20

Thomas A. Lawrence
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 10.00
Index Fee	1.00
TOTAL	\$ 11.00