

STATE OF ALABAMA)
SHELBY COUNTY)

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RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made this 9th day of August, 1988, between BILLY D. EDDLEMAN and DOUGLAS D. EDDLEMAN, individuals (hereinafter collectively referred to as "Eddleman") and EDDLEMAN AND ASSOCIATES, an Alabama general partnership (hereinafter referred to as "Associates") and AMSOUTH BANK N.A., as Ancillary Trustee for NNCB National Bank of North Carolina as Trustee of the Public Employees Retirement System of Ohio (hereinafter referred to as "AmSouth/NCNB").

RECITALS

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WHEREAS, Billy D. Eddleman, AmSouth, Associates and NNCB National Bank of North Carolina as Trustee of the Public Employees Retirement System of Ohio entered into an agreement as of March 31, 1988 (the "Agreement") which provided for among other things, the purchase by Billy D. Eddleman of certain real property in Shelby County, Alabama (the "Brook Highland Premises"), from AmSouth/NCNB which premises are more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Billy D. Eddleman has assigned 25% of his right and interest in the Agreement to Douglas D. Eddleman, and they will together acquire the Brook Highland Premises from AmSouth/NCNB; and

WHEREAS, Associates is fee simple owner of that tract of land (hereinafter referred to as the "Associates Premises"), which is adjacent and contiguous on the westerly side of the Brook Highland Premises and which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, AmSouth/NCNB is fee simple owner of that tract of land (hereinafter referred to as the "AmSouth/NCNB Premises"), which is adjacent and contiguous on the easterly side of the Brook Highland Premises and which is more particularly described in Exhibit "C" attached hereto and by this reference made a

Part of Agreement

part hereof (the Associates Premises and the AmSouth/NCNB Premises hereinafter collectively referred to as the "Adjoining Premises"); and

WHEREAS, as an inducement for AmSouth/NCNB to sell the Brook Highland Premises to Eddleman, Eddleman has agreed to grant certain non-exclusive easements to Associates and AmSouth/NCNB for the benefit of the Adjoining Premises; and

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WHEREAS, Eddleman desires to grant and Associates and AmSouth/NCNB desire to accept for their benefit, upon the terms and conditions hereinafter set forth, a non-exclusive easement for the installation, maintenance, repair and replacement of utilities within the Brook Highland Premises, including, without limitation, electricity, gas, water, telephone, storm sewer, sanitary sewer and all necessary and incidental equipment and facilities necessary for the operation of such utilities (said utility easements herein collectively referred to as the "Easement Premises" with the location of the Easement Premises being more particularly described in Exhibit "D" attached hereto and by reference made a part hereof).

AGREEMENT

NOW, THEREFORE, THESE PREMISES CONSIDERED, the following grants, easements and agreements are made:

1. GRANT OF EASEMENT BY EDDLEMAN.

a. Grant of Easement. Eddleman hereby grants to each of Associates and AmSouth/NCNB, their respective successors and assigns, for the benefit of the Adjoining Premises, a non-exclusive easement for the installation, maintenance, repair and replacement of utilities over, across and under the Easement Premises; provided: (i) all transmission, distribution and other lines and pipes shall be placed underground; (ii) all costs of such installation, maintenance, repair and replacement are paid by Associates and/or AmSouth/NCNB; and (iii) Associates and/or AmSouth/NCNB at their expense shall repair and replace all damage to the Easement Premises, caused in connection with the installation, maintenance, repair or replacement of utilities by Associates and/or AmSouth/NCNB.

b. Use of Easement Premises. The non-exclusive easement herein granted shall be used for utility access to the Adjoining Premises and passage over and across the Easement Premises and such use shall be in common with Eddleman and their

successors and assigns. The right of common use of the non-exclusive easement herein granted, the right to construct improvements on any portion of the Easement Premises (provided that the rights granted herein are not materially interfered with), and the right to use the Easement Premises for any purpose not inconsistent with the non-exclusive easement herein granted are hereby expressly reserved by Eddleman.

2. **RUNNING OF BENEFITS AND BURDENS.**

The non-exclusive easements granted, agreements made, and restrictions declared hereunder shall run with the land and be binding upon and inure to the benefit of Associates and AmSouth/NCNB and their respective successors and assigns.

3. **DEDICATION.**

Upon acceptance of dedication, if any, of any portion of the Easement Premises by the applicable governmental authority, all rights, duties and obligations of Eddleman, Associates and AmSouth/NCNB under this Reciprocal Easement Agreement with respect to such portion shall automatically and fully terminate except with respect to liability which arose with respect to matters occurring prior to the date of such acceptance.

4. **TERMINATION OF LIABILITY.**

In the event any of Eddleman, Associates or AmSouth/NCNB shall convey, transfer, assign or otherwise dispose of all of its interest in the Brook Highland Premises and the Adjoining Premises, if any, it shall thereupon be released and discharged from any and all liabilities and obligations for the breach of any covenant or agreement (except those occurring prior to such conveyance, transfer, assignment or other disposition) and such liabilities and obligations shall thereafter be binding upon the successor in title to Eddleman, Associates or AmSouth/NCNB, as the case may be.

5. **MISCELLANEOUS.**

a. **Waiver.** The failure of either Eddleman, Associates or AmSouth/NCNB to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Reciprocal Easement Agreement.

b. Entire Agreement. This Reciprocal Easement Agreement contains the sole and entire agreement of Eddleman, Associates and AmSouth/NCNB with respect to the matters contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Eddleman, Associates and AmSouth/NCNB and not incorporated herein shall be of any force or effect. Any amendment to this Reciprocal Easement Agreement shall be in writing and executed by Eddleman, Associates and AmSouth/NCNB.

c. Severability. If any term, covenant or condition of this Reciprocal Easement Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Reciprocal Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

d. Status of AmSouth/NCNB. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that AmSouth hereby executes this Reciprocal Easement Agreement solely in its capacity as Ancillary Trustee on behalf of NCNB and except with respect to the execution of the documents contemplated by this Reciprocal Easement Agreement, AmSouth shall have no obligations or responsibilities hereunder and makes no warranties or representations hereunder. The parties hereto further acknowledge and agree that in consideration of the service of AmSouth, as Ancillary Trustee on behalf of NCNB, NCNB herein assumes all obligations and responsibilities of AmSouth hereunder and Eddleman, their successors or assigns, agree to look solely to NCNB for the performance of all obligations and responsibilities of AmSouth hereunder. Eddleman agree that this Reciprocal Easement Agreement is executed by NCNB not personally or individually, but solely in its capacity as Trustee of the Public Employees Retirement System of Ohio, and it is understood and agreed that all representations, covenants, understandings and agreements herein made on the part of NCNB are made and intended not as personal representations, covenants, understanding, or agreements, but are made and intended for the purpose of binding only the assets of the trust over which NCNB is Trustee in favor of the Public Employees Retirement System of Ohio. This Reciprocal Easement Agreement is executed and delivered by NCNB not in its

own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement, and Eddleman expressly waive any and all personal liability against NCNB.

IN WITNESS WHEREOF, Eddleman, Associates and AmSouth/NCNB have caused this Reciprocal Easement Agreement to be duly executed under seal on the day and year first above written.

"EDDLEMAN"

Billy D. Eddleman
Billy D. Eddleman

Douglas D. Eddleman
Douglas D. Eddleman

"ASSOCIATES"

EDDLEMAN AND ASSOCIATES,
an Alabama General Partnership by its
general partners:

The Meadows, Ltd., an Alabama Limited
Partnership whose General Partner is
Eddleman Realty, Inc.

By: Billy D. Eddleman
Its: PRESIDENT

Jefferson Land Services, Inc.

By: David S. Lenth
Its: President

"AMSOUTH/NCNB"

AmSouth Bank N.A., as Ancillary Trustee
for NCNB National Bank of North Carolina
as Trustee for the Public Employees
Retirement System of Ohio

By: [Signature]
Its: Vice President and Estate Planning Officer

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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 Billy D. Eddleman and Douglas D. Eddleman, whose names are signed to the foregoing Reciprocal Easement Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Reciprocal Easement Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of August, 1988.

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Marvin H. Perry Jr.
Notary Public

My Commission Expires:

5/9/92

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman whose name as President of Eddleman Realty, Inc., a corporation as general partner of The Meadows, Ltd., a limited partnership which is a general partner of Eddleman and Associates, a general partnership, is signed to the foregoing Reciprocal Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Reciprocal Easement Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal of office this 5th day of August, 1988.

Marvin H. Perry Jr.
Notary Public

My Commission Expires:

5/9/92

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert S. Dethlefsen Jr. whose name as President of Jefferson Land Services, Inc., a corporation as a general partner of Eddleman and Associates, a general partnership, is signed to the foregoing Reciprocal Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Reciprocal Easement Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal of office this 5th day of August,

1988.

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Andy S. Brown
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES NOV. 10, 1991.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John A. Bostwick, whose name as Vice President and Estate Planning Officer of AmSouth Bank N.A., a national banking association as Ancillary Trustee for NCBN National Bank of North Carolina as Trustee of the Public Employees Retirement System of Ohio, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association acting in its capacity as Ancillary Trustee as aforesaid.

Given under my hand and official seal this 9th day of August,

1988.

Frank C. Halloway Jr.
Notary Public

My Commission Expires:

October 23, 1990

Exhibit "A"

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said Section 29, and run North 45 deg. 09 min. 34 sec. West for a distance of 28.13 feet to a point; thence run North 89 deg. 32 min. 01 sec. East, and parallel to and 20 feet from the South line of said Section 29, for a distance of 537.00 feet to a point; thence run North 30 deg. 56 min. 59 sec. East for a distance of 143.27 feet to a point; thence run North 42 deg. 46 min. 42 sec. East for a distance of 185.70 feet to a point; thence run North 47 deg. 37 min. 05 sec. East for a distance of 264.61 feet to a point; thence run North 22 deg. 17 min. 13 sec. East for a distance of 301.78 feet to the point of beginning; thence run North 0 deg. 37 min. 52 sec. East for a distance of 274.24 feet to a point; thence run North 19 deg. 04 min. 19 sec. West for a distance of 170.02 feet to a point; thence run North 0 deg. 31 min. 58 sec. East for a distance of 354.16 feet to a point; thence run North 26 deg. 26 min. 50 sec. East for a distance of 349.86 feet to a point; thence run North 2 deg. 03 min. 16 sec. West for a distance of 545.47 feet to a point; thence run North 36 deg. 55 min. 41 sec. East for a distance of 793.75 feet to a point on the Southwest right of way line of Brook Highland Drive; thence run South 11 deg. 15 min. 32 sec. East along said Southwest right of way for a distance of 84.85 feet to a point; thence run South 78 deg. 44 min. 28 sec. West along said right of way for a distance of 32.00 feet to a point on a curve to the left, which is concave to the Northeast having a radius of 698.62 feet and a central angle of 55 deg. 16 min. 32 sec., and a radius bearing North 78 deg. 44 min. 28 sec. East; thence run in a Southeasterly direction along the arc of said curve and also along said right of way for a distance of 673.99 feet to a point; thence leaving said right of way, turn an interior counterclockwise angle of 112 deg. 12 min. 39 sec. from the chord of said curve and run South 28 deg. 53 min. 33 sec. West for a distance of 346.13 feet to a point; thence run South 36 deg. 41 min. 15 sec. West for a distance of 176.98 feet to a point; thence run South 34 deg. 58 min. 49 sec. West, for a distance of 502.16 feet to a point; thence run South 38 deg. 20 min. 33 sec. West for a distance of 267.91 feet to a point; thence run South 27 deg. 03 min. 21 sec. West for a distance of 64.86 feet to a point; thence run South 13 deg. 31 min. 38 sec. West for a distance of 82.06 feet to a point; thence run South 4 deg. 11 min. 23 sec. West for a distance of 167.81 feet to a point; thence run South 19 deg. 36 min. 28 sec. West for a distance of 351.86 feet to a point; thence run South 29 deg. 33 min. 44 sec. West for a distance of 52.83 feet to a point; thence run North 21 deg. 28 min. 32 sec. West for a distance of 65.36 feet to the point of beginning. Said parcel containing 20.64 acres more or less and being situated in Shelby County, Alabama.

EXHIBIT B

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

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From the NE corner of said Section 31 run North $45^{\circ} 09' 34''$ West for a distance of 28.13 feet to the point of beginning; thence turn an angle to the left of $134^{\circ} 41' 36''$ and run South 20.00 feet from and parallel to the East Boundary of said Section 31 for a distance of 483.74 feet to the Northeast right of way line of Brook Highland Drive; thence turn an angle to the right of $120^{\circ} 40' 14''$ and run in a Northwesterly direction along said right of way line for a distance of 883.36 feet to the beginning of a curve to the left, said curve having a central angle of $8^{\circ} 16' 54''$ and a radius of 622.96 feet; thence continue along said right of way line along said curve for a distance of 90.04 feet to the beginning of a curve to the right, said curve having a central angle of $85^{\circ} 07' 51''$ and a radius of 25.00 feet; thence continue along said right of way line and said curve for a distance of 37.15 feet to the end of said curve and the Southeastern right of way line of Nottingham Drive; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 363.94 feet to the beginning of a curve to the left, said curve having a central angle of $61^{\circ} 14' 45''$ and a radius of 425.14 feet; thence continue along said right of way line along said curve for a distance of 454.45 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 445.22 feet to the beginning of a curve to the right, said curve having a central angle of $33^{\circ} 34' 40''$ and a radius of 447.47 feet; thence continue along said right of way line along said curve for a distance of 262.23 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 286.46 feet to the beginning of a curve to the left, said curve having a central angle of $23^{\circ} 16' 56''$ and a radius of 507.47 feet; thence continue along said right of way line along said curve for a distance of 206.21 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line tangent to last curve for a distance of 237.07 feet to the beginning of a curve to the right, said curve having a central angle of $82^{\circ} 36'$ and a radius of 351.97 feet; thence continue along said right of way line along said curve for a distance of 507.42 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 607.14 feet to the beginning of a curve to the left, said curve having a central angle of $23^{\circ} 05' 48''$ and a radius of 1462.40 feet; thence continue along said right of way line along said curve for a distance of 589.51 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 281.47 feet to the beginning of a curve to the right, said curve having a central angle of $22^{\circ} 47' 40''$ and a radius of 788.51 feet; thence continue along said right of way line along said curve for a distance of 313.70 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 333.22 feet to the beginning of a curve to the right, said curve having a central angle of $86^{\circ} 04' 44''$ and a radius of 709.30 feet; thence continue along said right of way line along said curve for a distance of 1065.63 feet to the end of said curve; thence run in a Southeasterly direction along said right of way line tangent to last curve for a distance of 522.78 feet to the beginning of a curve to the right, said

Exhibit "B"

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

NOTE: The "AmSouth/NCNB Premises" described in this Reciprocal Easement Agreement is the shaded area on the map attached hereto and part of the following real property:

	SECTION	TOWNSHIP	RANGE
SE 1/4 of SW 1/4 of NW 1/4; and E 1/2 of NW 1/4	31	18-S	1-W
Tracts 6, 8, 10, 12, 18, 20 and 22 through 32, both inclusive, according to Jessica Ingram's Survey of NE 1/4, Sec. 31, T 18-S, R 1W, as shown by Map Book 3, Page 54 in the Probate Office of Shelby County, Alabama.	31	18-S	1-W
Tract 16-8, according to the Resurvey of Lots 14 and 16, Jessica Ingram Property, as shown by Map Book 6, Page 54, in the Probate Office of Shelby County, Alabama.	31	18-S	1-W

Part of Lot 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows: Beginning at the NW corner of said Lot 12, run thence in a Southerly direction along the west lot line of said Lot 12 for a distance of 30.26 feet; thence turn an angle to the left of 89 deg. 23 min. 50 sec. and run in an Easterly direction for a distance of 1236.08 feet to a point on the West right of way line of Shelby County Road No. 495; thence turn an angle to the left of 94 deg. 03 min. 43 sec. and run in a Northerly direction along said West right of way line for a distance of 36.62 feet to a 2 inch capped pipe; thence turn an angle to the left of 86 deg. 13 min. 44 sec. and run in a Westerly direction along the North line of said Lot 12 for a distance of 1233.82 feet to the point of beginning.

Part of Lot 6, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Beginning at the SW corner of said Lot 6, run thence in an Easterly direction along the South line of said Lot 6 for a distance of 1274.54 feet to the West right of way line of Shelby County Road No. 495; thence turn an angle to the left of 94 deg. 18 min. 23 sec. and run in a Northerly direction along said right of way line for a distance of 10.02 feet; thence turn an angle to the left of 85 deg. 44 min. 37 sec. and run in a Westerly direction for a distance of 1273.94 feet to the West line of said Lot 6; thence turn an angle to the left of 90 deg. 47 min. 50 sec. and run in a Southerly direction along the West line of said Lot 6 for a distance of 10.00 feet to the point of beginning.

LESS AND EXCEPT the property sold to Daniel Realty Corporation by deed recorded in Book 085, Page 740, in the said Probate Office described as follows:

Part of the SE 1/4 of the NW 1/4 and the SW 1/4 of NE 1/4 of Section 31, Township 18 South Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Lots 6, 8, 10 and 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate, Shelby County, Alabama, also, an acreage parcel situated in the SE 1/4 of the NW 1/4 of Section 31, Township 18 South,

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Range 1 West, Shelby County, Alabama, and being more particularly described as follows: From the NE corner of Lot 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate of Shelby County, Alabama, run in a Southerly direction along the West lot line of said Lot 12 for a distance of 30.26 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue in a southerly direction along the West lot lines of said Lots 12, 10, 8 and 6, for a distance of 620.60 feet; thence turn an angle to the right of 90 deg. 47 min. 50 sec. and run in a Westerly direction for a distance of 116.86 feet to a point on the East right of way line of Brook Highland Drive as shown on the map of "The Meadows Residential Sector One", as recorded in Map Book 9, Page 142, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the left which has a radius of 605.12 feet, a central angle of 18 deg. 21 min. 26 sec. and a chord of 193.05 feet which forms an interior angle to the left of 80 deg. 08 min. 18 sec. with the last described call; run thence along said right of way line in a Northerly direction along the arc of said curve for a distance of 193.88 feet to the end of said curve; run thence in a Northerly direction tangent to said curve for a distance of 324.02 feet to the beginning of a curve to the left, said curve having a radius of 1153.80 feet, a central angle of 2 deg. 37 min. 02 sec. and a chord of 52.70 feet; run thence in a Northerly direction along the arc of said curve for a distance of 52.70 feet; thence turn an interior angle to the left of 126 deg. 06 min. 26 sec. from the chord to the last described curve and run in a Northeasterly direction for a distance of 89.69 feet to the point of beginning.

LESS AND EXCEPT the property sold to Daniel Meadows, Ltd. by deed recorded in Book 022, Page 969, in the Probate Office of Shelby County, Alabama described as follows:

Description of a parcel of land situated in the southeast quarter of the northwest quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the southwest corner of said quarter-quarter section, run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 882.30 feet; thence turn an angle to the right of $91^{\circ} - 17' - 06''$ and run in an easterly direction for a distance of 198.02 feet to the point of beginning of the parcel herein described; thence continue in an easterly direction along the same course as before for a distance of 1001.66 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 307.97 feet to the beginning of a curve to the right, said curve to the right having a radius of 545.12 feet and a central angle to $62^{\circ} - 38' - 49''$ and being concave to the northwest; thence run along the arc of said curve in a southerly to southwesterly direction for a distance of 596.03 feet to the end of said curve; thence run in a southwesterly direction tangent to said curve for a distance of 166.48 feet; thence turn an angle to the right of $26^{\circ} - 18' - 34''$ and run in a westerly direction for a distance of 347.77 feet; thence turn an angle to the right of $63^{\circ} - 41' - 26''$ and run in a northwesterly direction for a distance of 136.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 1682.21 feet and a central angle of $17^{\circ} - 35' - 45''$ and being concave to the northeast; thence run in a northwesterly direction along the arc of said curve for a distance of 516.62 feet to the end of said curve and the beginning of a second curve to the right, said second curve to the right having a radius of 537.13 feet and a central angle of 20° and being concave to the east; thence run in a northwesterly to northerly direction along the arc of said curve for a distance of 187.49 feet to the end of said curve; thence run in a northerly direction tangent to said curve for a distance of 80.52 feet to the point of beginning. Said parcel contains 17.4515 acres, more or less.

Exhibit C"

ALSO, LESS AND EXCEPT the property sold to Eagle Ridge, Ltd. by deed recorded in Book 067, Page 965 in said Probate Office described as follows:

A parcel of land situated in the East 1/2 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of the SE 1/4 of the NW 1/4 of said Section, and run thence in a northerly direction along the West line of said quarter-quarter section for a distance of 194.27 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, run thence in a northerly direction along the same course as before for a distance of 1809.15 feet to the Northwest corner of the NE 1/4 of the NW 1/4 of said Section; thence turn an angle to the right of 90 deg. 51 min. 41 sec. and run in an easterly direction along the north line of said section for a distance of 750.0 feet; thence turn an angle to the right of 106 deg. 57 min. 12 sec. and run in a southerly direction for a distance of 1629.52 feet to a point on the Northwest right of way line of a proposed public dedicated road known as Meadow Ridge Road; said point being in a curve to the left having a radius of 326.23 feet and a central angle of 44 deg. 43 min. 59 sec. and said curve being concave to the southeast; thence from the last call turn an interior counter-clockwise angle of 162 deg. 55 min. 13 sec. to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 254.70 feet to the end of said curve; thence run in a southwesterly direction tangent to last said curve for a distance of 25.64 feet along Northwest right of way of said Meadow Ridge Road; thence turn an angle to the right of 79 deg. 45 min. 26 sec. and run in a westerly direction for a distance of 122.99 feet to the point of beginning of the parcel herein described; being situated in Shelby County, Alabama.

A portion of Meadow Ridge Road referred to above in the legal description was dedicated to the public on February 26, 1986, by recording of a map in Map Book 9, Page 142 in the Probate Office of Shelby County, Alabama.

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NE 1/4 of SE 1/4

Section	Township	Range
19	18-S	1-W

A parcel of land situated in the NW 1/4 of SE 1/4 of Section 29, Township 18 South, Range 1 West, more particularly described as follows:

29	18-S	1-W
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Begin at a point 130 feet North of the NW corner of SW 1/4 of SE 1/4 of Section 29, Township 18, Range 1 West, and run due North 312 feet; thence South 59 deg. 45 min. East along dividing line of land belonging to Hugh P. Ribler and lands herein described, a distance of 657 feet to the right of way of Cahaba Valley Road (Montevallo and Ashville road); thence South 24 deg. 15 min. West along said right of way 264 feet; thence North 59 deg. 30 min. West along dividing line of land belonging to Missus Alta and Della Lee and the lands herein described a distance of 515 feet to point of beginning; being in the Northwest corner of NW 1/4 of SE 1/4 and the Southwest corner of NW 1/4 of SE 1/4 of said Section 29.

East 1/2 of NW 1/4

29	18-S	1-W
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West 1/2 of NW 1/4; NE 1/4 of NW 1/4 and West 1/2 of NW 1/4

29	18-S	1-W
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That portion of the NW 1/4 of SE 1/4 lying North and West of Cahaba Valley Road, known as the "Old Ingall's Farm" and being more particularly described as follows:

29	18-S	1-W
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Begin at the Northwest corner of NW 1/4 of SE 1/4 of said Section 29, and run thence South along the West line of said 1/4 1/4 Section a distance of 894.72 feet to an iron pipe situated on a fence and hedge row; thence run South 59 deg. 30 min. East along said fence and hedge row 625.17 feet to the West line of the Leeds-Pelham Road (also known as the Cahaba Valley Road); thence run in a Northeasterly direction along the West right of way line of said Cahaba Valley Road to its intersection with the North line of said 1/4 1/4 Section; thence run West along the North line of said 1/4 1/4 Section a distance of 1153.93 feet to the point of beginning.

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A part of the South 1/2 of NE 1/4 of
Section 29, Township 18 South, Range 1
West, being described as follows:

29

14-S

1-W

Begin at the Southwest corner of the SW 1/4 of NE 1/4 of said Section 29 and run North along the West line of said SW 1/4 of NE 1/4 a distance of 350.26 feet; thence East, parallel with the South line of said forty 1331.12 feet to the West right of way line of Montevallo or Cahaba Valley Road; thence Southwesterly along said road right of way to the South line of said SW 1/4 of NE 1/4 of said Section 29; thence West along said South line 1332.36 feet to the point of beginning.

NE 1/4 of NE 1/4; and SE 1/4 of the
Section; and SE 1/4 of NE 1/4; and
NW 1/4 of the Section; and W 1/2 of
NE 1/4; and NW 1/4 of SW 1/4; and All
that part of NE 1/4 of NW 1/4 of Section
30 Township 18 South, Range 1 West,
lying North and West of Columbiana Road;
Less and except the following described
parcel:
LESS AND EXCEPT, the following parcel:

30

14-S

1-W

Commence for the point of beginning at the Northwest corner of Section 30, Township 18 South, Range 1 West; run thence South along the West line of said Section for 1960.0 feet, more or less, to the Southwest corner of the NW 1/4 of the SW 1/4 of said Section; run thence East along the South line of the North 1/2 of the SW 1/4 of said Section for 1750.0 feet, more or less, to the West right of way of a dirt road; run thence Northeasterly along said West right of way for 1260.0 feet; run thence North 32 deg. 30 min. West for 650.0 feet; run thence North 21 deg. 00 min. East for 2600.0 feet, more or less, to the North line of said Section; run thence West along the North line of said Section for 3030.0 feet, more or less, to the point of beginning of said exception. Said Exception being in Section 30, Township 18 South, Range 1 West, of the Huntsville Principle Meridian, Shelby County, Alabama.

SE 1/4 of SW 1/4 of Section 30,
Township 18 South, Range 1 West,
except 2 acres lying North and West of
Columbiana Road.

30

14-S

1-W

Part of the N 1/2 of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of NW 1/4 of NE 1/4 of said Section 30, run in a Westerly direction along the north line of said 1/4-1/4 section for a distance of 886.35 feet to the point of beginning; thence continue along last mentioned course for a distance of 543.60 feet; thence turn an angle to the left of 69°23'25" and run in a Southwesterly direction for a distance of 1027.66 feet; thence turn an angle to the left of 53°30' and run in a Southeasterly direction for a distance of 632.96 feet; thence turn an angle to the left of 126°30' and run in a Northeasterly direction for a distance of 2,395.50 feet, more or less, to the point of beginning.

Exhibit "C"

All that portion of the NW 1/4 of Section 32, Township 18 South, Range 1 West, lying West of the Cahaba Valley Road. Less and except tract sold to W. N. Hulsey, as described in Deed Book 81 page 271, and particularly described as follows:

32

18-S

1-W

Beginning at the NW 1/4 of said Section 32, and go North 86 deg. 30 min East 2210.5 feet to point of beginning of said exception; thence at an angle of 118 deg. 30 min. right bearing South 25 deg. 0 min. West 315 feet; thence at an angle of 118 deg. 30 min. left bearing North 86 deg. 30 min. East 315 feet to the NW side of public road; thence at an angle of 61 deg. 30 min. left bearing North 25 deg. East along public road 315 feet; thence at an angle of 118 deg. 30 min. left bearing South 86 deg. 30 min. West 315 feet to point of beginning. Also, Less and Except tract sold to Birmingham University School, described as follows: Beginning at the Northwest corner of Section 32, Township 18 South, Range 1 West of the Huntsville Principle Meridian, run North 86 deg. 30 min. East 2203.2 feet along the North line of said Section; thence South 24 deg. 30 min. West 315.0 feet; thence North 86 deg. 30 min. East 284.4 feet to the Westerly line of State Highway 119; thence South 26 deg. 03 min. West along said Westerly line 1096.3 feet; thence North 53 deg. 56 min. West 450.1 feet; thence North 78 deg. 33 min. West 1352.7 feet to the West line of said Section 32; thence North 2 deg. 58 min. West 470.0 feet along said West line to the point of beginning. Also, Less and Except the following:

Commence for the point of beginning where the South line of the NW 1/4 of Section 32, Township 18 South, Range 1 West, intersects the West right of way of State Highway No. 119; thence Northeasterly along said State right of way for 250.0 feet; thence an interior angle of 86 deg. 30 min. and run Northwesterly for 765.0 feet; thence an interior angle right of 99 deg. 20 min. 18 sec. and run Southwesterly for 561.0 feet, more or less, to the South line of said NW 1/4; run thence East along the South line of said NW 1/4 for 495.0 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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BOOK 199 PAGE 35

BOOK 199 PAGE 116

Shelby County, Alabama, to-wit:

A parcel of land in the northwest quarter of Section 32, Township 18 South, Range 1 West, more particularly described as follows:

Begin at the northwest corner of said quarter section and run east along the north boundary thereof for a distance of 1,329.76 feet; thence turn an angle to the left of $0^{\circ} 02' 46''$ and continue east for a distance of 873.61 feet; thence turn an angle to the right of $117^{\circ} 36' 34''$ and run in a southwesterly direction for a distance of 314.92 feet; thence turn an angle to the left of $117^{\circ} 36' 34''$ and run east for a distance of 286.40 feet to the northwest right-of-way line of Alabama Highway No. 119; thence turn an angle to the right of $119^{\circ} 28' 45''$ and run in a southwesterly direction along said right-of-way line for a distance of 1,097.54 feet; thence turn an angle to the right of $100^{\circ} 08' 21''$ and run in a northwesterly direction for a distance of 651.26 feet; thence turn an angle to the left of $24^{\circ} 37' 10''$ and continue in a northwesterly direction for a distance of 1,353.59 feet to the west boundary of said quarter section; thence turn an angle to the right of $75^{\circ} 39' 46''$ and run north along said west boundary for a distance of 470.01 feet to the point of beginning of the property herein described.

That part of the South 1/2 of Section 31, Township 18 South, Range 1 West lying North of U. S. Highway 280 and West of Shelby County Highway No. 495, EXCEPT THE FOLLOWING PARCELS:

The North 165 feet of the NW 1/4 of NW 1/4 of SW 1/4, Section 31, Township 18 South, Range 1 West; also except

Lots 1 and 2 according to the Survey of The Meadows-Business Center, First Sector, as recorded in Map Book 8 Pages 115 A & B in the Probate Office of Shelby County, Alabama; also except

From the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 31, Township 18 South, Range 1 West, run thence in an easterly direction along the North line of said quarter-quarter section for a distance of 389.72 feet to the point of beginning of the parcel herein excepted; thence continue in an easterly direction along the North line of said quarter-quarter section for a distance of 347.77 feet; thence turn an angle to the right of 153 deg. 41 min. 26 sec. and run in a southwesterly direction for a distance of 386.75 feet to the beginning of a curve to the right, said curve to the right having a radius of 25 feet, a central angle of 90 deg. and being concave northward; thence run in a westerly to northwesterly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a northwesterly direction tangent to said curve for a distance of 129.14 feet to the point of beginning; also except

Commence at a concrete monument found at the center of Section 31, Township 18 South, Range 1 West, as per plat of Survey of E. B. Weygand Alabama Registration Number 11768, dated 25 February 1921; run thence South 89 deg. 12 min. 24 sec. East for 848.96 feet to the point of beginning; continue South 89 deg. 12 min. 24 sec. East for 436.00 feet to the West right of way of Shelby County Highway Number 495; run thence South 0 deg. 22 min. 05 sec. East along said west right of way for 200.0 feet; run thence North 89 deg. 12 min. 24 sec. West for 436.0 feet; run thence North 0 deg. 22 min. 05 sec. West for 200 feet to the point of beginning. Said land being in Section 31, Township 18 South, Range 1 West; also except

That part of the North 165 feet of the NE 1/4 of NW 1/4 of SW 1/4 of Section 31, Township 18 South, Range 1 West not included in Lot 2 according to a survey of The Meadows-Business Center, First Sector recorded in Map Book 8 Pages 115 A & B in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.

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107-10-1-1000

Less and except:

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

From the NE corner of said Section 31 run North $45^{\circ} 09' 34''$ West for a distance of 28.13 feet to the point of beginning; thence turn an angle to the left of $134^{\circ} 41' 36''$ and run South 20.00 feet from and parallel to the East Boundary of said Section 31 for a distance of 483.74 feet to the Northeast right of way line of Brook Highland Drive; thence turn an angle to the right of $120^{\circ} 40' 14''$ and run in a Northwesterly direction along said right of way line for a distance of 883.38 feet to the beginning of a curve to the left, said curve having a central angle of $8^{\circ} 16' 54''$ and a radius of 622.96 feet; thence continue along said right of way line along said curve for a distance of 90.04 feet to the beginning of a curve to the right, said curve having a central angle of $85^{\circ} 07' 51''$ and a radius of 25.00 feet; thence continue along said right of way line and said curve for a distance of 37.15 feet to the end of said curve and the Southeastern right of way line of Nottingham Drive; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 363.94 feet to the beginning of a curve to the left, said curve having a central angle of $61^{\circ} 14' 45''$ and a radius of 425.14 feet; thence continue along said right of way line along said curve for a distance of 454.45 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 445.22 feet to the beginning of a curve to the right, said curve having a central angle of $33^{\circ} 34' 40''$ and a radius of 447.47 feet; thence continue along said right of way line along said curve for a distance of 282.23 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line for a distance of 286.46 feet to the beginning of a curve to the left, said curve having a central angle of $23^{\circ} 16' 56''$ and a radius of 507.47 feet; thence continue along said right of way line along said curve for a distance of 206.21 feet to the end of said curve; thence run in a Northwesterly direction along said right of way line tangent to last curve for a distance of 237.07 feet to the beginning of a curve to the right, said curve having a central angle of $82^{\circ} 36'$ and a radius of 351.97 feet; thence continue along said right of way line along said curve for a distance of 507.42 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 607.14 feet to the beginning of a curve to the left, said curve having a central angle of $23^{\circ} 05' 48''$ and a radius of 1462.40 feet; thence continue along said right of way line along said curve for a distance of 589.51 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 281.47 feet to the beginning of a curve to the right, said curve having a central angle of $22^{\circ} 47' 40''$ and a radius of 788.51 feet; thence continue along said right of way line along said curve for a distance of 313.70 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to last curve for a distance of 333.22 feet to the beginning of a curve to the right, said curve having a central angle of $86^{\circ} 04' 44''$ and a radius of 709.30 feet; thence continue along said right of way line along said curve for a distance of 1065.83 feet to the end of said curve; thence run in a Southeasterly direction along said right of way line tangent to last curve for a distance of 522.78 feet to the beginning of a curve to the right, said

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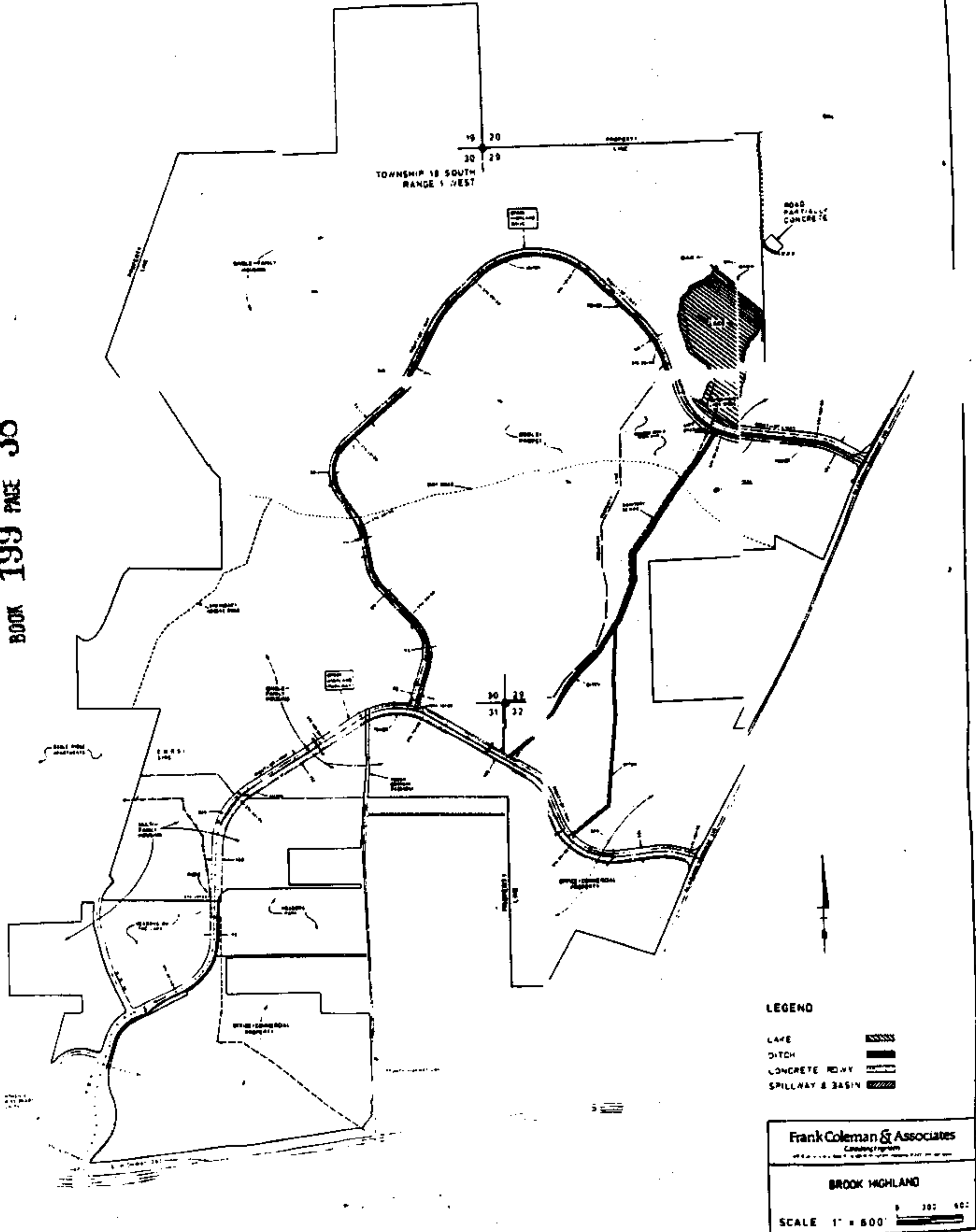
Exhibit C"

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

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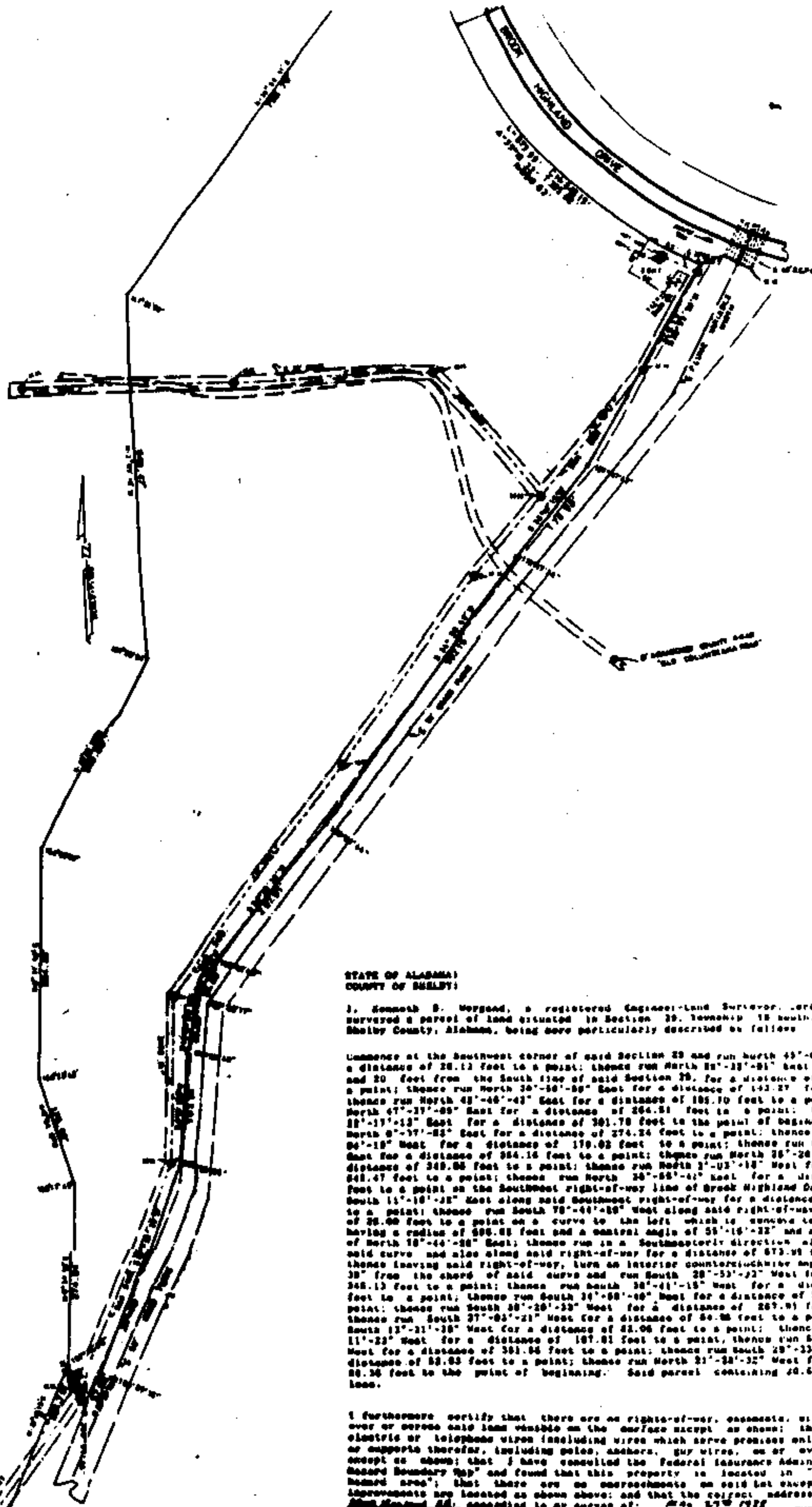
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BOOK 199 PAGE 38



"AmSouth/NCNB Premises"

BOOK 199 PAGE 39



STATE OF ALABAMA
COUNTY OF SHELBY

I, Kenneth B. Weyland, a registered Engineer-Land Surveyor, certify that I have surveyed a parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 29 and run North 45°-02'-34" West a distance of 28.12 feet to a point; thence run North 81°-32'-01" East and parallel and 20 feet from the South line of said Section 29, for a distance of 231.00 feet to a point; thence run North 30°-30'-00" East for a distance of 141.27 feet to a point; thence run North 42°-46'-42" East for a distance of 105.70 feet to a point; thence run North 47°-27'-00" East for a distance of 204.51 feet to a point; thence run North 15°-17'-12" East for a distance of 301.78 feet to the point of beginning; thence run North 0°-37'-22" East for a distance of 274.24 feet to a point; thence run North 0°-10'-10" East for a distance of 179.02 feet to a point; thence run North 0°-31'-13" East for a distance of 354.15 feet to a point; thence run North 35°-24'-50" East for a distance of 349.00 feet to a point; thence run North 3°-01'-12" West for a distance of 541.47 feet to a point; thence run North 20°-55'-42" East for a distance of 722.10 feet to a point on the Southwest right-of-way line of Brook Highland Drive; thence run South 11°-10'-12" East along said Southwest right-of-way for a distance of 44.83 feet to a point; thence run South 78°-41'-10" West along said right-of-way for a distance of 26.00 feet to a point on a curve to the left which is tangent to the Northeast line having a radius of 595.81 feet and a central angle of 55°-15'-22" and a radius bearing of North 18°-44'-30" East; thence run in a Southeasterly direction along the arc of said curve and also along said right-of-way for a distance of 573.91 feet to a point; thence leaving said right-of-way, turn an interior counterclockwise angle of 11°-12'-30" from the chord of said curve and run South 28°-53'-22" West for a distance of 345.13 feet to a point; thence run South 30°-41'-15" West for a distance of 124.10 feet to a point; thence run South 34°-50'-10" West for a distance of 307.14 feet to a point; thence run South 30°-20'-32" West for a distance of 287.91 feet to a point; thence run South 27°-02'-21" West for a distance of 54.20 feet to a point; thence run South 13°-21'-10" West for a distance of 81.04 feet to a point; thence run South 4°-11'-22" West for a distance of 107.01 feet to a point; thence run South 17°-36'-12" West for a distance of 301.54 feet to a point; thence run South 28°-23'-44" West for a distance of 52.83 feet to a point; thence run North 21°-32'-32" West for a distance of 80.36 feet to the point of beginning. Said parcel containing 20.64 acres more or less.

I furthermore certify that there are no rights-of-way, easements, or joint interests over or across said land visible on the surface except as shown; that there are electric or telephone wires (including wires which serve premises only) or structures or supports therefor, including poles, anchors, guy wires, or any other said premises except as shown; that I have consulted the Federal Insurance Administration "Fire Hazard Boundary Map" and found that this property is located in "a special fire hazard area"; that there are no encroachments on said lot except as shown, and improvements are located as shown above; and that the correct address is as follows: 2000 Highway 20, according to my survey of May 27, 1978.

J. K. WEYLAND & ASSOCIATES, P.C.

[Signature]
Surveyor, Registered Professional Engineer - L.S. 011780
Surveyor (2000001-0001)

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 AUG 11 PM 2:00

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax	—	—
3. Recording Fee	55.00	—
4. Indexing Fee	1.00	—
TOTAL	56.00	—