

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 26th day of JANUARY, 1990, between the City of Hoover, an Alabama municipal corporation (hereinafter referred to as the "City"), and Metropolitan Life Insurance Company, a New York corporation with principal offices in New York, New York, and Inverness Point Homeowners' Association, Inc., an Alabama non-profit corporation (hereinafter jointly referred to as the "Developers").

WITNESSETH:

WHEREAS:

A. The Developers presently own and are in the process of developing that certain real property situated in Shelby and Jefferson Counties, Alabama, described in Exhibit "A" attached hereto and made a part hereof, which real property is contiguous to the City and is not within the corporate limits of any municipality.

B. The Developers are in the process of developing and intend to develop said real property as a planned development, including industrial, commercial, office, retail and residential uses.

C. The Developers have referred to the said real property and to other property adjacent thereto and previously owned by the Developers as "Inverness", which name shall throughout this Agreement refer to the said real estate described in Exhibit "A" which is owned and being developed by the Developers.

D. Real property, adjacent to that described in Exhibit "A", which is more fully described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Residential Property") has been developed by Developers as residential subdivisions and has been, to a large extent, conveyed to individual home owners, some of whom have petitioned the City for the annexation of the Residential Property.

E. Real property, adjacent to that described in Exhibit "A", which is more fully described in Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as the "Apartment Property") has been developed by Developers as multi-unit apartments, which have been leased to individual lessees;

F. The Developers have petitioned the City for the annexation of Inverness, upon certain terms and conditions as more fully set forth in this Agreement.

G. The Developers propose that Inverness be developed pursuant to the Planned Unit Development (PUD) Regulation of the Zoning Ordinance of the City, as set forth herein, and also in accordance with the terms and conditions of this Agreement.

H. The Developers, at great expense, have carefully planned and developed Inverness so as to obtain the best possible use of

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the property and the continued development of Inverness, as planned, will enhance and benefit the City.

I. The City has determined that such annexation, and the development of Inverness in accordance with the Developers' planned development, will inure to the benefit and improvement of the City and its residents and will promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the citizens of the City; accordingly, the City has agreed to annex the Inverness property in accordance with the terms and conditions of this Agreement to the extent permitted by applicable law.

J. It is the desire of City and Developers that the development of Inverness proceed as conveniently as may be, and be subject to the ordinances, codes and regulations of the City now in force and effect, and further subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. PETITION FOR ANNEXATION:

The Developers have simultaneously herewith filed with the City (a) a Petition for Annexation of Inverness by act of the City Council of the City pursuant to Act No. 32, Acts of Alabama (1964 First Special Sess.), and (b) a Petition or series of Petitions for Annexation of Inverness by act of the City Council

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of the City pursuant to Article 2, Chapter 42, Alabama Code (1975), Sections 11-42-20 through 11-42-24. The provisions of this Annexation Agreement shall, to the extent permitted by law, apply to all annexations of Inverness or parts of Inverness (as the term "Inverness" is defined in this Agreement), effected pursuant to either of the statutory methods of annexation set forth in subparagraphs (a) and (b) of this paragraph 1, and shall apply to all annexations of the Apartment Property (as the term "Apartment Property" is defined in this Agreement).

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Following annexation of Inverness, the City agrees forthwith to take all acts necessary to call for an election concerning annexation of the Residential Property, with such election to occur no later than January 15, 1991. Within thirty (30) days following the election concerning annexation of the Residential Property, the Developers will file with the City a Petition or Petitions for Annexation of the Apartment Property pursuant to Article 2, Chapter 42, Alabama Code (1975), Sections 11-42-20 through 11-42-24, and/or Act No. 32, Acts of Alabama (1964 First Special Sess.), and the City agrees to take all actions necessary under law to annex the Apartment Property into the municipal limits of the City as soon as the applicable statutory annexation method and/or methods permit.

2. ZONING:

(a) Attached hereto as Exhibit "D" and made a part hereof is the Inverness PUD Regulations for the development of Inverness as a planned development (hereinafter referred to as the

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"Plan"). The City agrees that Inverness, being a tract of land of approximately one thousand two hundred forty (1,240) acres, qualifies to be treated as a Planned Unit Development ("PUD") pursuant to Article XII of the City's zoning ordinances, and agrees that, following the annexation, the City will promptly process Inverness' application for such zoning classification. Because of the size of Inverness and the uncertainty of growth patterns and the development of other nearby areas and its impact upon Inverness, and other uncertainties of a general nature, the Developers retain the right, in accordance with the PUD Regulations of the zoning ordinances of the City, to seek to amend the Plan from time to time. The City agrees to process in an expeditious manner any such request for amendment in accordance with the PUD Regulations and shall cooperate with the Developers in that regard, so long as all requests of the Developers are in compliance with the PUD Regulations.

(b) Those parts of Inverness which have already been developed on the effective date of annexation shall be zoned by the City within a PUD land use district appropriate to their then present use and which will not cause such uses to be nonconforming.

To the extent that any parcel within Inverness, on the effective date of annexation, does not meet City's zoning ordinance requirements for minimum interior living space, minimum lot area, minimum yards or greenbelt requirements for the zoning classification which they should receive under the provisions of

this Section 2 (b), City agrees that such parcels, any existing buildings in Inverness and any future tenant improvements in, and/or remodeling of, such buildings, shall be deemed to be in compliance with City's building code and to be in compliance with all requirements of City as conditions to the issuance of certificates of occupancy and that any buildings and projects presently under construction (including, specifically but not by way of limitation, the construction of the improvements for the shopping center known as Inverness Corners) and any future remodeling thereof shall, when constructed, be deemed to be in compliance with City's building code and to be in compliance with all requirements of City as conditions to the issuance of certificates of occupancy. City further agrees that variances are unnecessary to allow the continued use of existing parks and open spaces (which shall include public or private green spaces, including green belts, lakes and parks) in Inverness.

3. Planning and Engineering Design Standards: Included in the Plan are The Planning and Engineering Design Standards of Inverness, which provide for road standards, drainage and sanitary sewer standards, and bonding requirements, which shall be applicable to the development of all or portions of Inverness, and which, to the extent permitted by law, shall supersede any inconsistent provisions of ordinances or regulations of the City.

4. Streets, Parks and Open Spaces: Developers shall provide access to each parcel sold by Developers in Inverness. Any street right-of-way not already dedicated at the time of

annexation may be dedicated by Developers. After such dedication, the City agrees to accept such streets for maintenance upon completion by Developers in accordance with The Planning and Engineering Design Standards of Inverness as approved by the City and included within the Plan. It is understood that, in constructing the streets, Developers shall post any required performance bond, or letter of credit or other security in lieu thereof, as provided in Section 9 hereof. Except as otherwise provided herein, after dedication of any street right-of-way at the time of final plat, City shall enforce traffic and other regulations as to said street right-of-way. Except as otherwise provided herein, after acceptance of the construction and dedication of any public street within Inverness, City shall provide for repairs, street cleaning, refuse collection and other maintenance thereon. Developers may convey or dedicate any parks and open spaces (as defined in Section 2 hereof) subject to Developer's reservation of the right to impose restrictions or rules or regulations regarding the use of such parks and open spaces, and City agrees to accept any parks and open spaces so dedicated subject to such restriction and, following such acceptance, to operate and maintain such parks and open spaces.

5. Sewer System, Capacity, Fees, Etc: Within 365 days following the effective date of annexation of Inverness into the City, Developers shall cause to be conveyed to the City and the City will accept conveyance of the property described in Exhibit "E" which is attached hereto and made a part hereof (the

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"Treatment Site") and the sewage treatment facility presently located thereon. Following the conveyance, the City will thereafter operate and maintain all facilities and improvements on the Treatment Site at the sole expense of the City. Such conveyance shall be subject to a condition subsequent providing that the Treatment Site and all facilities and improvements thereon shall revert to the grantor in the event that the Treatment Site ceases to be used for a sanitary sewage treatment facility or in the event that any part of the Treatment Site is used for any purpose other than sanitary sewage treatment or in the event that the Treatment Site or any part thereof is conveyed by the City to any entity. The conveyance will also provide that the City shall, upon demand of the grantor, reconvey the Treatment Site and all facilities and improvements thereon to the grantor for no additional consideration upon the occurrence of any of the following:

- (i) allocation of any of the capacity of the existing or additional sewage treatment facilities to any entity other than Developers or Developers' successors in interest as owners of any of Inverness;
- (ii) the charging of any tap or connection fee for the connection of any property in Inverness to the existing or additional sewage treatment facilities;
- (iii) the charging of sewer service fees or charges to any property in Inverness in excess of fees charged by

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Jefferson County, Alabama for similar service at the same time;

- (iv) any event which would permit Developers to demand that the City cause the annexation of Inverness to be undone as provided in Section 19 hereof.

City acknowledges that Developer has filed an application with the Alabama Department of Environmental Management ("ADEM") for permission to construct and operate on the Treatment Site a sanitary sewage treatment facility in addition to that presently located thereon, such additional facility to have a capacity adequate to bring the total capacity of facilities on the Treatment Site to not less than one million two hundred thousand (1,200,000) gallons per day. After conveyance of the Treatment Site from Developer to City, City agrees to pursue the approval of said permit application with due diligence.

Upon receipt of the referenced permit, the City and the Developer shall enter into discussion and negotiations regarding design, funding and construction of such additional facilities.

Notwithstanding any other provisions in this paragraph 5, the City will have no obligation to reconvey the Treatment Site to the Developers unless an Agreement satisfactory to both the City and the Developers is reached providing for the future use of the

facility and the repayment by the Developers to the City of reasonable capital expenditures made on the Treatment Site by the City.

6. Public Improvements: Developers shall not be required to make any public improvements, except as may otherwise be provided herein.

7. Water Wells: The City shall permit the Developers, or any subsequent owner of all or part of Inverness to construct water wells for the purpose of providing (i) water for irrigating landscaped areas, or (ii) for the creation and use for ponds or lakes, except as may be regulated or eliminated by City ordinance designed to provide a comprehensive plan of water resource management; provided, however, there shall be no interconnection or intermix of such water with the water system of the Water Works and Sewer Board of the City of Birmingham, or with any county or municipal sanitary sewage treatment system.

8. Restrictive Requirements:

(a) Generally More Restrictive Requirements: If, during the term of this Agreement, the provision of the City's existing ordinances and regulations, other than those specified in subsection (b) herein, which may relate to the development, subdivision, construction of improvements, buildings, appurtenances and all other development of any kind and character in Inverness, are amended or modified in a manner so as to impose more stringent requirements in the development, subdivision or construction referred to therein, then such increased requirements shall not be

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effective as applied to Inverness unless such amendment or modification is reasonable and not arbitrary and is enacted upon by a majority of the City Council. Nothing herein, however, shall be deemed to permit a more restrictive change in the PUD Regulations of the zoning ordinance of the City with respect to Inverness during the term of this Agreement, unless such change is mutually agreed upon by the City and Developers.

(b) More Restrictive Requirements: Except as provided herein, the Developers shall comply with all existing ordinances and regulations of the City, as amended, as provided herein. If, during the term of this Agreement, the provisions of the existing ordinances and regulations are amended or modified in a manner so as to impose more stringent requirements with respect to the planning and engineering design standards specifically referred to in the Plan, then such increased requirements shall not be effective as applied to Inverness unless such amendments or modifications are reasonable and not arbitrary and approved by a majority of the City Council.

(c) Less Restrictive Requirements: If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon Inverness are amended or modified in any manner to impose less restrictive requirements on development of, or construction upon, properties within the City, then the benefit of such less

restrictive requirements shall inure to the benefit of Developers and subsequent purchasers of all or part of Inverness and anything to the contrary contained herein notwithstanding, Developers and such purchasers may elect to proceed with respect to the development of, or construction upon Inverness upon the less restrictive amendment or modification applicable generally to all parties within the City.

9. Performance Bonds and Letters of Credit: In lieu of any bonds or cash escrow deposits which may be required by the City for public improvements, Developers, at their election, may furnish to the City an irrevocable commercial letter of credit in form approved by the city attorney from a sound and reputable banking or financial institution authorized to do business in the State of Alabama. Such letter of credit shall be in effect for the length of time required for bonds or other guarantees. In lieu of said letter of credit, the City may permit Developers to submit such other security as it may deem appropriate. Such security shall be limited to the amounts required for those portions of Inverness which have received final plat approval by the City. All bonds, guarantees, letters of credit or other security shall be reduced in manner as work progresses and is completed and accepted.

10. Annexation and Permit Fees; Exemption from Taxation: The City agrees that, during the term of this Agreement, the fees required for plan review, inspection fees, all public utility fees, and any other regulatory fees or charges having to do with

Inverness or construction or development of such property shall not be arbitrarily or unreasonably increased in a discriminatory manner as applied to Inverness. Any increase shall be supported by a report or study and such fees as increased shall be based upon the City's costs covered by said fees. No such increase as applied to Inverness shall be effective for a period of sixty (60) days from its adoption by the City.

The City agrees that, effective on the date of annexation, Inverness and all property having a situs within such territory shall be exempt from any increases in the rate of ad valorem municipal taxes in effect on the effective date of such annexation for the period of ten (10) years from such date, and businesses, occupations, professions, trades, exhibitions and vocations and persons engaged therein within such territory shall be exempt from the imposition of any "occupational" taxes during such ten (10) year period, which exemptions shall be acknowledged in a resolution passed by the Council of the City pursuant to Act No. 787, Acts of Alabama (1977 Reg. Sess.). It is specifically agreed, however, that nothing herein shall prevent the City from imposing any sales tax allowed by law on the sale of personal property within Inverness or from imposing an ad valorem school tax, or special tax increases imposed after a favorable vote by the residents of the City for City taxes specifically designated for libraries or parks and recreational use on all property included within the municipal boundaries of City. If the City fails to hold the election described in Section 1 of the

Agreement, or before January 15, 1991, all sales taxes and ad valorem taxes of every kind and nature shall be abated until such time as the election is held.

Notwithstanding any other provisions of this paragraph 10, from time to time after the lapse of five years from the time when Inverness is brought within the corporate limits of the City, all portions of Inverness as has residing on it a population of at least twenty persons on a contiguous ten acres of land (in forms of a square or any other shape) and all property having a situs on such populated territory, shall thereafter be subject to taxation by the City and taxes thereon shall be paid to the City.

11. Public Service and Public Works Facilities:

(a) Public Service Facility.

The City shall construct and adequately equip and staff a public service facility (to include police, fire, and emergency services) on approximately two acres of property to be donated by Developers after approval by Developers of the plans for, and the proposed use of, said facility. The site for the public service facility shall be selected by the Developers, subject to the approval of the site by the City, such approval not to be unreasonably withheld. The City agrees that such public service facility shall be begun as soon as possible after annexation, and that the City will from time to time construct, equip and staff additional fire protection, and police facilities as may be necessary to afford proper fire protection, and police services to the Inverness area. It is further agreed that the City's police

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services shall begin to serve the Inverness property immediately upon annexation. The City shall maintain the public service facility and appurtenant areas free of refuse or other unsightly material and the appearance shall be maintained such that it does not conflict with the general standards applicable to the Inverness community.

(b) Public Works Facilities. At the election of the City, the City may construct and adequately equip and staff a public works facility (to include street maintenance, sanitation, and related municipal services) within the Inverness area. Upon reasonable notice by the City to the Developers that the City intends to construct a public works facility within the Inverness area, the Developers shall donate to the City approximately two acres of property for the construction of the public works facility, after approval by the Developers of the plans for, and the proposed use of, the public works facility. The site for the public works facility shall be selected by the Developers, subject to the approval of the site by the City, such approval not to be unreasonably withheld. The City shall be prohibited from the storage of sanitary or hazardous waste at the public works facility at any time. The City shall maintain the public works facility and appurtenant areas free of refuse or other unsightly material and the appearance shall be maintained such that it does not conflict with the general standards applicable to the Inverness community.

12. Garbage and Trash Service: The City agrees that, immediately upon annexation, the City's garbage and trash pick-up services shall begin to serve Inverness. The City agrees to make such additions to those services as may be necessary to continue the same level of service presently being given to residents of the City.

13. Other Municipal Services: The City agrees that, immediately upon annexation, all other municipal services, rights and privileges afforded to residents of the City shall be afforded to residents and property owners within Inverness on the same basis, except as may be otherwise set forth herein.

14. Signs and Environmental Provisions: The City shall maintain street and traffic control signs erected by Developers within Inverness. Where a change in traffic flow or other changed condition necessitates a new sign or signs as a result of development or construction activity by Developer, such new sign or signs should be erected at Developer's expense and thereafter shall be maintained by the City. It is agreed that any sign of whatever character erected by the City or any other person or entity within Inverness shall conform with the design characteristics referred to in the Plan.

The City specifically agrees that all existing "Inverness" signs and entrance features shall be allowed to remain in their present locations indefinitely, and may be modified, repaired or renovated from time to time at Developer's expense. The City shall not be required to maintain such signs.

The City also agrees that Developers may erect entrance features, which may include signs, walls, or entrance gateways, at all existing and future intersections. The City shall not be required to maintain such signs.

15. Modifications: In the event that Developers desire to modify this Agreement, the City agrees to submit such modification to the Council of the City for such purposes. The Council shall hear the request and shall approve or disapprove the requested modification without unreasonable delay. If disapproved, the reasons for such disapproval shall be stated in writing.

16. Effect of this Agreement: It is the agreement of the parties that if any pertinent existing resolution or ordinance of the City, or interpretations thereof, be in any wise inconsistent or in conflict with any provisions hereof, then the provision of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinance or resolutions, or interpretations thereof, as they may relate to Inverness.

17. Enforceability: This Agreement shall be for the benefit of the parties hereto and shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

18. Severability: If any term, covenant or condition of this Agreement or the application thereof to any person or any circumstance shall, to any extent, be invalid or unenforceable,

the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Undoing Annexation: If Inverness does not receive a PUD zoning classification or if the Plan is not approved, or if existing buildings and buildings under construction are not deemed to be in compliance with the City's building code as provided in Section 2, or if the residents of the Residential Property do not approve annexation of the Residential Property by the City by a special election, then, at the request of Developers, if and to the extent permitted by applicable law, the parties agree to use their best efforts to nullify the annexation and restore the parties to their position that existed on the date preceding the effective date of the annexation.

20. Schools: The City agrees to use its best efforts to cause the Inverness Elementary School to become part of the city of Hoover School System.

21. Binding Effect and Term: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors or assigns, successor owners of record of land which is the subject of this Agreement, lessees, and upon any successor municipal authorities of said City and successor municipalities for a period of thirty (30) years from the date of

execution hereof, and any extended time that may be agreed to by amendments.

22. Counterparts: This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on the date set forth above.

ATTEST:

Linda Crump
Its:

CITY OF HOOVER

Frank H. Turner
Its:

ATTEST:

Christine N. Marzullo
Its: Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY

Frank H. Turner
Its: Vice President

ATTEST:

[Signature]
Its: SECRETARY

INVERNESS POINT HOMEOWNERS'
ASSOCIATION, INC.

[Signature]
Its: PRESIDENT

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STATE OF
COUNTY OF

I, Linda H. Crump, a Notary Public in and for said County in said State, hereby certify that Frank H. Turner, whose name as Mayor of the City of Hoover, Alabama, 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 the City of Hoover, Alabama.

Given under my hand this 26th day of January, 1990.

Linda H. Crump
Notary Public
My Commission Expires: 2-26-92

STATE OF Georgia)
COUNTY OF DeKalb)

I, Sandra R. Nauman, a Notary Public in and for said County in said State, hereby certify that Victor W. Turner, whose name as Vice President of Metropolitan Life Insurance Company, a New York 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 this 24th day of January, 1990.

Sandra R. Nauman

Notary Public

My Commission Expires: _____

Notary Public, Georgia State at Large
My Commission Expires Feb. 10, 1990

STATE OF Alabama)
COUNTY OF Spelling)

I, Charles C. Juff, a Notary Public in and for said County in said State, hereby certify that A. M. Taylor, whose name as President of Inverness Point Homeowners' Association, Inc., an Alabama non-profit 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 this 26th day of January, 1990.

Charles C. Juff

Notary Public

My Commission Expires: _____

My Commission Expires March 23, 1990

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EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION PROPERTY

Begin at the Southwest corner of the Easterly 1/2 of the Southwest 1/4 of Section 35, Township 18 South, Range 2 West, and run North along the West line of same 2205.28 feet to the center of the Cahaba River; thence run Easterly along the center of said Cahaba River the following meandering courses; right 85 degrees 24 minutes 09 seconds and Easterly 73.90 feet; right 63 degrees 32 minutes 26 seconds and run Southeasterly 167.18 feet; left 5 degrees 23 minutes 03 seconds and run Southeasterly 312.66 feet; left 25 degrees 11 minutes 07 seconds and run Southeasterly 133.79 feet; left 46 degrees 18 minutes 57 seconds and run Northeasterly 105.61 feet; left 19 degrees 55 minutes 23 seconds and run Northeasterly 178.48 feet; left 23 degrees 39 minutes 07 seconds and run Northeasterly 102.29 feet; left 12 degrees 47 minutes 56 seconds and run Northeasterly 117.96 feet; left 22 degrees 53 minutes 32 seconds and run Northwesterly 229.29 feet; left 2 degrees 27 minutes 57 seconds and run Northwesterly 120.54 feet; left 8 degrees 41 minutes 23 seconds and run Northwesterly 135.84 feet; right 10 degrees 21 minutes 42 seconds and run Northwesterly 68.05 feet to a point of intersection with the North line of said East 1/2 of the Southwest 1/4 of Section 35; thence right 100 degrees 06 minutes 31 seconds and run Easterly along said North line of the East 1/2 of the Southwest 1/4 649.61 feet to the Northeast corner of the Southwest 1/4 of Section 35; Township 18 South, Range 2 West; thence right 88 degrees 06 minutes 41 seconds and run South along the East line of said Southwest 1/4 2674.59 feet to the Southeast corner of same; thence left 153 degrees 08 minutes 41 seconds and run Northeast on a diagonal line 2947.46 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West; thence right 19 degrees 15 minutes 17 seconds and run Northeast across the Southeast 1/4 of the Northeast 1/4 of Section 35, 1791.61 feet; thence right 88 degrees 28 minutes 43 seconds and run Southeasterly 82.62 feet to a point on the East line of said Southeast 1/4 of the Northeast 1/4 of Section 35; thence right 45 degrees 58 minutes 36 seconds and run South along the said East line of said 1/4 - 1/4 section 556.18 feet; thence left 88 degrees 18 minutes 56 seconds and run East 599.95 feet to a point; thence right 42 degrees 02 minutes 20 seconds and run Southeasterly 40.73 feet; thence left 90 degrees 00 minutes 05 seconds and run Northeasterly 36.72 feet; thence right 47 degrees 57 minutes 45 seconds and run Easterly 904.17 feet to a point on the Southwesterly right-of-way of U.S. Highway 280; thence right 41 degrees 59 minutes 18 seconds and run Southeasterly along said right-of-way 591.28 feet to a point of curvature of a curve to the left having a radius of 2912.23 feet and a central angle of 14 degrees 57 minutes 07 seconds; thence continue Southeasterly along said right-of-way and arc of curve 759.98 feet to the point of tangent; thence continue Southeasterly along said right-of-way 620.36 feet to a point; thence right 90 degrees 00 minutes 00 seconds and run Southwesterly 430.00 feet to a point; thence right 78 degrees 35 minutes 48 seconds and run Northwesterly 102.39 feet; thence right 11 degrees 26 minutes 18 seconds and run Northwesterly 218.27 feet to a point on the East line of the Southwest 1/4 of said Section 36; thence left 119 degrees 08 minutes 24 seconds and run South along said East line of the Southwest 1/4, 1225.84 feet to a point; thence left 60 degrees 52 minutes and run Southeasterly 257.55 feet to a point; thence left 90 degrees 00 minutes 00 seconds and run Northeasterly 1496.00 feet to a point

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on said Southwesterly right-of-way of U.S. Highway 280; thence left 43 degrees 12 minutes 06 seconds and run Northwesterly 356.69 feet to a point on the Northeasterly right-of-way of U.S. Highway 280; thence right 43 degrees 12 minutes 06 seconds and run Northeasterly 400.82 feet to a point on the North line of the Southeast 1/4 of Section 36; thence right 62 degrees 54 minutes 43 seconds and run Easterly along said North line of the Southeast 1/4, 1584.18 feet to the Northeast corner of said 1/4 section; thence right 87 degrees 45 minutes 59 seconds and run Southerly along the East line of said 1/4 section and across U.S. Highway 280, 2686.15 feet to the Southeast corner of Section 36, Township 18 South, Range 2 West; thence right 92 degrees 12 minutes 51 seconds and run West along the South line of said Section 36, 1327.50 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of same; thence left 92 degrees 17 minutes 07 seconds and run South along the East line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 19 South, Range 2 West 1317.35 feet to the Southeast corner of same; thence right 29 degrees 26 minutes 43 seconds and run Southwesterly 1479.89 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence right 62 degrees 47 minutes 38 seconds and run West along the South line of same 598.63 feet to the Southwest corner of Southwest 1/4 of Northeast 1/4; thence left 92 degrees 14 minutes 24 seconds and run South 1318.40 feet to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 1; thence right 92 degrees 12 minutes 02 seconds and run West along the South line of same 1071.04 feet to a point; thence left 46 degrees 05 minutes 23 seconds and run Southwesterly 355.24 feet to a point on the East line of Southwest 1/4 of the Southwest 1/4 of Section 1; thence left 46 degrees 09 minutes 32 seconds and run South along said East line of 1/4 - 1/4 section 503.13 feet to a point; thence right 10 degrees 36 minutes 35 seconds and run Southwesterly 434.37 feet to a point; thence right 21 degrees 34 minutes 47 seconds and run Southwesterly 150.00 feet to a point on the South line of said Southwest 1/4 of the Southwest 1/4 of Section 1; thence right 60 degrees 00 minutes 00 seconds and run West along the South line of same 1166.92 feet to the Southwest corner of said Section 1, Township 19 South, Range 2 West; thence right 1 degree 01 minutes 02 seconds and run West along the South line of Section 2, Township 19 South, Range 2 West 2649.37 feet to the Southwest corner of the Southeast 1/4 of same; thence left 92 degrees 56 minutes 16 seconds and run South along the East line of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 19 South, Range 2 West 1329.97 feet to the Southeast corner of same; thence right 92 degrees 47 minutes 20 seconds and run West along the South line of said 1/4 - 1/4 section 1325.88 feet to the Southwest corner of same; thence left 93 degrees 08 minutes 30 seconds and run South along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 11, 1334.86 feet to the Southeast corner of same; thence right 92 degrees 56 minutes 45 seconds and run West along the South line of said 1/4 - 1/4 section 1321.74 feet to the Southwest corner of same; thence left 1 degree 12 minutes 13 seconds and run West along the South line of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 19 South, Range 2 West 1329.88 feet to the Southwest corner of same; thence right 88 degrees 31 minutes 50 seconds and run North along the West line of said 1/4 - 1/4 section 414.55 feet; thence right 21 degrees 50 minutes 46 seconds and run Northeasterly 799.45 feet to a point; thence right 44 degrees 12 minutes 50 seconds and run Northeasterly 799.60 feet to a point; thence left 44 degrees

18 minutes 33 seconds and run Northeasterly 800.12 feet to a point on the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 10, thence left 21 degrees 48 minutes 53 seconds and run Northerly along the East line of said Northeast 1/4 of the Northeast 1/4, 417.92 feet to the Northeast corner of same; thence left 0 degrees 09 minutes 39 seconds and run North along the West line of Section 2, Township 19, South, Range 2 West 3903.62 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence right 92 degrees 38 minutes 51 seconds and run Easterly along said North line of 1/4 - 1/4 section 1324.61 feet to the Northeast corner of same; thence left 92 degrees 37 minutes 42 seconds and run North along the West line of the Northeast 1/4 of the Northwest 1/4 of said Section, 1305.20 feet to the point of beginning. Contains 1649.69391 acres.

LESS AND EXCEPT the following rights-of-way that lie within the bounds of the afore described property. All that part of the right-of-way of U.S. Highway 280, all that part of the right-of-way of Shelby County Highway 17 (Valleydale Road) and all that part of the right-of-way of Cahaba Beach Road.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

Helipad Site Conveyed to Southern Company Services, Inc.

Part of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35 and looking South along the West line of same turn an angle to the right of 26 degrees 37 minutes 30 seconds and run Southwesterly 255.0 feet; thence left 90 degrees 00 minutes 00 seconds and run Southeasterly 146.5 feet to the point of beginning of herein described tract; thence continuing along last described course 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Southwesterly 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Northwesterly 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Northeasterly 150.0 feet to the point of beginning. Contains 22,500 square feet or 0.51653 acres.

Property Conveyed to Edelman Properties

Part of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Begin at the Southeast corner of said 1/4 - 1/4 section and run West along the South line of same 644.29 feet; thence right 125 degrees 44 minutes 50 seconds and run Northeasterly 1046.96 feet to a point on the East line of said 1/4 - 1/4 section; thence right 142 degrees 03 minutes 09 seconds and run South along said East line 850.34 feet to the point of beginning. Contains 6.28400 acres.

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LESS AND EXCEPT the following rights-of-way that lie within the bounds of the afore described property. All that part of the right-of-way of Inverness Parkway as recorded in Map Book 12, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama. Also, all rights-of-way included in the Inverness Point subdivision as recorded as follows in the Offices of the Judges of Probate of Jefferson and Shelby Counties, Alabama:

Shelby County

	Map Book	Page
Inverness Point Phase I	13	6
Inverness Point Phase II	13	19

Jefferson County

Inverness Point Phase II	159	30
Inverness Point Phase III	159	31
Inverness Point Phase IV	160	62

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Site 10 - Altec

A part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and run North along the East line of the Southwest 1/4 2513.59 feet to a point on the Southerly right-of-way line of U.S. Highway 280; thence backsighting on last course turn an interior angle right of 119 degrees 03 minutes 10 seconds and run Northwesterly 119.32 feet to a point on the centerline of the Southerly bound lanes of Inverness Center Drive; thence backsighting on last course turn an interior angle right of 94 degrees 10 minutes 39 seconds and run Southwesterly 281.94 feet along said centerline to the point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 155.15 feet that forms an interior angle to the left of 169 degrees 29 minutes to chord and an arc distance of 156.02 feet (said curve having a radius of 425.02 feet and a central angle of 21 degrees 02 minutes); thence backsighting last chord turn an interior angle left of 169 degrees 29 minutes and run Southwesterly 151.38 feet along said centerline to a point of curve to the left, running thence Southwesterly to Southeasterly along the arc of said curve having a chord of 280.45 feet that forms an interior angle to the right of 150 degrees 41 minutes 38 seconds to chord and an arc distance of 293.06 feet (said curve having a radius of 286.48 feet and a central angle of 58 degrees 36 minutes 44 seconds); thence backsighting last chord turn an interior angle left of 119 degrees 18 minutes 22 seconds and run Westerly 28.0 feet to the point of beginning, being on the Westerly right-of-way of Inverness Center Drive; thence backsighting last course turn an interior angle right of 90 degrees 00 minutes and run Southeasterly 124.65 feet along said right-of-way to a point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 209.81 feet that forms an interior angle to the left of 164 degrees 37 minutes 48 seconds to chord and an arc distance of 212.35 feet (said curve having a radius of 395.77 feet and a central angle of 30 degrees 44 minutes 30 seconds); thence backsighting last chord turn an interior angle left of 111 degrees 05 minutes 46 seconds to chord and run Southwesterly 303.17 feet; thence backsighting last course turn an interior angle left of 92 degrees 56 minutes and run Northerly 25.25 feet along the shoreline of Lake Heather; thence backsighting last course turn an interior angle left of 226 degrees 33 minutes and run Northwesterly 85.30 feet along said shoreline; thence backsighting last course turn an interior angle left of 161 degrees 42 minutes and run Northwesterly 35.63 feet along said shoreline; thence backsighting last course turn an interior angle left of 153 degrees 40 minutes 38 seconds and run Northwesterly 23.6 feet along said shoreline; thence backsighting last course turn an interior angle left of 144 degrees 23 minutes 20 seconds and run Northeasterly 80.85 feet along said shoreline; thence backsighting last course turn an interior angle left of 161 degrees 33 minutes 30 seconds and run Northeasterly 34.90 feet along said shoreline; thence backsighting last course turn an interior angle left of 159 degrees 31 minutes 30 seconds and run Northeasterly 80.68 feet along said shoreline; thence backsighting last course turn an interior angle left of 190 degrees 06 minutes and run Northeasterly 131.53 feet along said shoreline; thence backsighting last course turn an interior angle left of 155 degrees 21 minutes 30 seconds and run Northeasterly 100.45 feet along said shoreline;

thence backsighting last course turn an interior angle left of 227 degrees 55 minutes and run Northeasterly 29.00 feet along said shoreline; thence backsighting last course turn an interior angle left of 113 degrees 15 minutes and run Easterly 65.12 feet along said shoreline; thence backsighting last course turn an interior angle left of 230 degrees 02 minutes 30 seconds and run Northeasterly 55.68 feet to a point on the Westerly right-of-way of Inverness Center Drive; thence backsighting last course turn an interior angle left of 59 degrees 44 minutes 09 seconds to the chord of a curve to the right; running thence Southerly along the arc of said curve being on said right-of-way having a chord of 16.60 feet and an arc distance of 16.93 feet (said curve having a radius of 25.0 feet and a central angle of 38 degrees 48 minutes); thence backsighting on last chord turn an interior angle left of 164 degrees 04 minutes 15 seconds to the chord of a curve to the left; running thence Southerly along an arc of said curve being on said right-of-way having a chord of 38.11 feet and an arc distance of 38.13 feet (said curve having a radius of 314.48 feet and a central angle of 6 degrees 56 minutes 30 seconds) to the point of beginning. Said parcel contains 2.86179 acres.

Site 1 - First National Bank of Columbiana

A parcel of land situated in the South half of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the point where the North line of the South half of said 1/4 - 1/4 section intersects with the Southwesterly right-of-way line of U.S. Highway 280 and run Southeasterly along said right-of-way 200.46 feet; thence an interior angle left of 29 degrees 14 minutes and run Northwesterly 28.98 feet; thence an interior angle left of 270 degrees and run Southwesterly 31.0 feet; thence an interior angle left of 270 degrees and run Southeasterly 31.0 feet; thence an interior angle left of 270 degrees and run Northeasterly 29.87 feet; thence an interior angle left of 60 degrees 46 minutes and run Southeasterly along said Southwesterly right-of-way 70.25 feet to the intersection of the Northwesterly right-of-way of Inverness Center Parkway; thence turn an interior angle left 103 degrees 57 minutes 34 seconds to chord of a curve to the right (said curve having a chord of 45.35 feet, radius of 84.0 feet and a central angle of 31 degrees 19 minutes 20 seconds); thence running Southerly along the arc of said curve 45.92 feet to a point of compound curve to the right; running thence Southwesterly along said curve (having a chord of 198.99 feet that forms an interior angle to chord of 151 degrees 07 minutes 51 seconds), an arc distance of 200.76 feet (said curve having a radius of 435.45 feet and a central angle of 26 degrees 24 minutes 58 seconds); thence turn an interior angle left to chord of 166 degrees 47 minutes 31 seconds and run along the Northwesterly right-of-way of Inverness Center Parkway in a Southwesterly direction 22.0 feet to a curve to the left; running thence Southwesterly along said curve (having a chord of 63.28 feet that forms an interior angle of 182 degrees 50 minutes 18 seconds) and arc distance of 63.31 feet (said curve having a radius of 639.0 feet and a central angle of 5 degrees 40 minutes 36 seconds); thence turning an interior angle to chord of 78 degrees 47 minutes 45 seconds and run Northwesterly 370.77 feet to a point on the North line of said South half of said 1/4 - 1/4 section; thence an interior angle left of 78 degrees 28 minutes 08 seconds and run East along said North line 138.21 feet to the

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point of beginning. Said tract containing 1.6858 acres.

Site 28 - McWane Company - (Recorded in Book 21, Page 197, Shelby County, Alabama)

A part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 and sighting North along the West line of said 1/4 - 1/4 section turn an angle left of 44 degrees 12 minutes and run Northwesterly 354.20 feet; thence turn an angle right of 78 degrees 37 minutes and run Northeasterly 638.56 feet; thence turn right 30 degrees 46 minutes 30 seconds and run Northeasterly 225.67 feet; thence turn right 92 degrees 42 minutes and run Southeasterly 80.08 feet to the point of beginning, said point being on the Southerly line of proposed right-of-way of county road; thence continue Southeasterly along same course 292.25 feet to a point on water line of Inverness Lake; thence follow meanderings along shoreline as follows, from said last course turn an angle left of 12 degrees 02 minutes and run Southeasterly 29.58 feet; thence right 10 degrees 03 minutes 30 seconds and run Southeasterly 96.88 feet; thence left 9 degrees 07 minutes and run Southeasterly 33.20 feet; thence left 11 degrees 44 minutes and run Southeasterly 26.5 feet; thence left 10 degrees 12 minutes 30 seconds and run Southeasterly 48.84 feet; thence right 34 degrees 23 minutes 30 seconds and run Southeasterly 36.1 feet; thence left 14 degrees 03 minutes 30 seconds and run Southeasterly 50.54 feet; thence left 30 degrees 51 minutes 30 seconds and run Southeasterly 15.73 feet; thence left 29 degrees 16 minutes and run Easterly 44.08 feet; thence right 65 degrees 09 minutes and run Southeasterly 21.38 feet; thence left 42 degrees 14 minutes and run Southeasterly 43.65 feet; thence left 49 degrees 02 minutes 30 seconds and run Northeasterly 57.69 feet; thence left 10 degrees 44 minutes and run Northeasterly 81.30 feet; thence left 28 degrees 35 minutes 30 seconds and run Northeasterly 11.74 feet; thence left 32 degrees 57 minutes and run Northerly 31.6 feet; thence right 39 degrees 24 minutes 30 seconds and run Northeasterly 37.38 feet; thence left 29 degrees 08 minutes 30 seconds and run Northerly 56.48 feet; thence left 32 degrees 54 minutes 30 seconds and run Northwesterly 30.72 feet; thence left 11 degrees 41 minutes and run Northwesterly 66.65 feet; thence right 101 degrees 46 minutes and run Northeasterly 29.50 feet; thence right 47 degrees 42 minutes 30 seconds and run Southeasterly 32.48 feet; thence left 56 degrees 30 minutes and run Northeasterly 18.0 feet; thence left 27 degrees 27 minutes and run Northeasterly 43.28 feet; thence right 2 degrees 56 minutes 30 seconds and run Northeasterly 79.32 feet; thence left 9 degrees 16 minutes 30 seconds and run Northeasterly 26.5 feet; thence left 6 degrees 20 minutes and run Northerly 95.19 feet; thence left 41 degrees 57 minutes and leaving the meanderings of said lake, run a distance of 82.0 feet to a point; thence turn an angle to the left of 26 degrees 23 minutes and run 100.9 feet to a point; thence turn an angle to the right of 32 degrees 42 minutes 30 seconds and run 102.84 feet to a point on the Southerly right-of-way line of a proposed new county road; thence left, along a curve to the right of said county road having a radius of 913.06 feet turn an angle of 86 degrees 39 minutes 27 seconds to tangent and run Southwesterly a distance of 36.24 feet to a point, said point being the end of said curve and beginning of tangent; thence continue along said tangent a distance of 383.43 feet to

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point of beginning. Containing 6.053 acres.

Cambrian Wood Condominiums - (Recorded in Map Book 6, Page 62, Shelby County, Alabama)

A parcel of land situated in Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the Northwest 1/4 of Section 2, Township 19 South, Range 2 West, and run North 00 degrees 48 minutes 00 seconds West along the East line of said 1/4 section a distance of 68.95 feet to a point; thence run North 47 degrees 08 minutes 40 seconds East a distance of 351.81 feet to the point of beginning of the herein described parcel; thence continuing along the last described course of North 47 degrees 08 minutes 40 seconds East a distance of 114.51 feet to a point; thence run North 74 degrees 52 minutes 20 seconds East a distance of 423.34 feet to a point; thence run South 00 degrees 28 minutes 18 seconds East a distance of 22.90 feet to a point; thence run South 00 degrees 36 minutes 58 seconds West a distance of 69.13 feet to a point; thence run South 19 degrees 23 minutes 47 seconds East a distance of 65.61 feet to a point; thence run South 36 degrees 28 minutes 31 seconds East a distance of 62.71 feet; thence run South 17 degrees 05 minutes 40 seconds East a distance of 42.15 feet to a point; thence run South 31 degrees 21 minutes 34 seconds East a distance of 69.18 feet to a point; thence run South 65 degrees 03 minutes 30 seconds East a distance of 66.42 feet to a point; thence run South 73 degrees 53 minutes 25 seconds East a distance of 63.57 feet to a point; thence run North 22 degrees 00 minutes 40 seconds East a distance of 16.42 feet to point; thence run South 32 degrees 44 minutes 03 seconds East a distance of 113.04 feet to a point; thence run South 88 degrees 09 minutes 30 seconds East a distance of 70.05 feet to a point; thence run South 84 degrees 29 minutes 30 seconds East a distance of 43.10 feet to a point; thence run South 36 degrees 31 minutes 00 seconds East a distance of 57.84 feet to a point; thence run South 08 degrees 25 minutes 00 seconds East a distance of 67.90 feet to a point; thence run South 32 degrees 41 minutes 00 seconds West a distance of 64.28 feet to a point; thence run South 43 degrees 45 minutes 30 seconds West a distance of 60.80 feet to a point; thence run South 45 degrees 25 minutes 30 seconds West a distance of 79.70 feet to a point; thence run South 43 degrees 20 minutes 00 seconds West a distance of 88.58 feet to a point; thence run South 38 degrees 21 minutes 00 seconds West a distance of 28.56 feet to a point; thence run North 81 degrees 52 minutes 10 seconds West a distance of 5.84 feet to a point; thence run South 83 degrees 33 minutes 00 seconds West a distance of 578.66 feet to a point; thence run North 12 degrees 54 minutes 06 seconds West a distance of 683.09 feet, more or less, to the point of beginning of the herein described parcel. Containing 11.653 acres, more or less.

Inverness Elementary School

A part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said section and run West along the North line of said 1/4 - 1/4 section 893.33 feet to a point on the Easterly right-of-way of Valleydale Road;

thence turn an angle left of 62 degrees 03 minutes 50 seconds and run Southwesterly along said Easterly right-of-way 669.58 feet to the point of curve of a curve to the left (said curve having a radius of 2824.79 feet and a central angle of 13 degrees 14 minutes 10 seconds) and run Southwesterly along the arc of said curve 403.60 feet to the point of beginning; thence continue along arc of said curve in a Southwesterly direction 248.97 feet to point of tangent; thence continue along said tangent 126.64 feet to the point of curve of a curve to the right (said curve having a radius of 2188.59 feet and a central angle of 6 degrees 25 minutes 23 seconds) and run Southwesterly along arc of said curve 245.35 feet to the Northwest corner of Alabama Power Company Substation (recorded D.B. 297, Page 58); thence turn an angle left of 89 degrees 29 minutes 23 seconds to tangent of said curve and run Easterly along Northerly line of substation 204.94 feet; thence an angle right of 90 degrees and run Southerly 210.0 feet; thence an angle right of 90 degrees and run Westerly 213.16 feet to point of Easterly right-of-way of Valleydale Road; thence turn an angle left of 85 degrees 00 minutes 23 seconds to tangent of a curve to the right (said curve having a radius of 2188.59 feet and a central angle of 7 degrees 01 minutes 34 seconds) and run Southwesterly direction along the arc of said curve 268.39 feet to the point of tangent; thence continue along said tangent 242.29 feet; thence turn an angle left of 90 degrees and run Southeasterly 700.00 feet; thence an angle left of 99 degrees 00 minutes and run Northeasterly 1441 feet; thence an angle left of 90 degrees 00 minutes and run Northwesterly 713.54 feet to the point of beginning. Contains 20.00 acres.

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Alabama Power Substation

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of Section 1, Township 19 South, Range 2 West, and run North 89 degrees 50 minutes West for a distance of 2264.5 feet to a point; thence turn an angle to the left of 62 degrees 04 minutes and run in a Southwesterly direction for a distance of 927.7 feet to a point; thence turn an angle of 14 degrees 27 minutes to the left and run in a Southerly direction for a distance of 756.7 feet to the point of beginning. From such point of beginning turn an angle to the left of 81 degrees 51 minutes and run South 67 degrees 50 minutes East for a distance of 200.84 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes and run for a distance of 210.00 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes and run for a distance of 213.16 feet to a point on the Southeasterly right-of-way line of Valleydale Road, said point being on the arc of a curve whose central angle is 05 degrees 30 minutes and 20 seconds, having a radius of 2188.59 feet; a tangent of 105.23 feet; and a chord of 210.22 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 210.30 feet to a point; thence turn an angle to the right and run South 67 degrees 50 minutes East for a distance of 4.10 feet to the point of beginning. Containing 0.98 acres.

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A Tract Conveyed to Eli H. Phillips

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Begin at the Southwest corner of said Southeast 1/4 of Southeast 1/4 and run North along the West line of same 50.07 feet; thence right 93 degrees 10 minutes and run East and parallel to South line of said 1/4 - 1/4 Section 264.60 feet; thence right 50 degrees 03 minutes and run Southeasterly 65.21 feet to a point on the South line of said 1/4 - 1/4 Section; thence right 129 degrees 57 minutes and run West along the South line of said 1/4 - 1/4 Section 303.72 feet to the point of beginning. Contains 0.32613 acres.

LA PETITE DAY CARE CENTER

A parcel of land situated in Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: From the Northeast corner of Lot 12, Block 5, Applecross - A Subdivision of Inverness, being recorded in Map Book 6, Page 428, in the Office of the Judge of Probate, Shelby County, Alabama, run in a Southeasterly direction by deflecting 114 degrees 58 minutes 49 seconds right from the East line of Lot 13 in said subdivision for a distance of 814.88 feet to the point of beginning of the parcel herein described; said point being on the Northwest right-of-way of Valleydale Road; thence turn an angle of 85 degrees 07 minutes 11 seconds right and run in a Southwesterly direction 194.98 feet along said right-of-way of Valleydale Road; thence turn an angle of 1 degree 33 minutes 30 seconds right and continue along said right-of-way in a Southwesterly direction for 79.27 feet; thence turn an angle of 88 degrees 03 minutes 30 seconds right and run Northwesterly 193.58 feet; thence turn an angle of 81 degrees 34 minutes right and run Northerly 142.55 feet; thence turn 67 degrees 04 minutes right and run in a Northeasterly direction 255.88 feet to the point beginning. Contains 0.9997 acres.

A TRACT OF LAND CONVEYED TO EDDLEMAN

A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of said quarter-quarter section and run thence South along the East line of said quarter-quarter section for a measured distance of 1,317.00 feet (1,317.20 feet deed) to an iron pin found at the Southeast corner of said quarter-quarter section; thence turn an angle to the right of 92 degrees 13 minutes 32 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a measured distance of 727.88 feet (728.00 feet deed) to an iron pin found at the point of beginning; thence continue along last stated course for a distance of 208.80 feet to a point; thence turn an angle to the right of 133 degrees 15 minutes 22 seconds and run in a Northeasterly direction for a distance of 294.89 feet to a point; thence turn an angle to the right of 9 degrees 31 minutes 08 seconds and run in a Northeasterly direction for a distance of 241.48 feet to a point; thence turn an angle to the right of 154 degrees 26 minutes 20 seconds and run a Southwesterly direction for a distance of 405.77 feet to the point of beginning. Said parcel containing 1.00 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISIONS AS RECORDED
IN THE OFFICE OF PROBATE JUDGE, SHELBY COUNTY, ALABAMA.

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
1. Kerry Downs	5	135 & 136	
2. Kerry Downs 1st. Add.	7	73	72.3 total
3. Applecross	6	42	56.9
4. Selkirk	6	163	
5. Selkirk 1st. Add.	7	149	37.3 total

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
6. Kirkwall	6	152	41.1
7. Woodford	8	51A,B,C, & D	106.0
8. Woodford 1st. Add.	10	38	21.0884
9. Woodford 2nd Add.	12	58	7.0
10. Heather Point	10	39	10.5986
11. Stoneridge - Phase I	6	153	4.3
12. Town of Adam Brown - Phase II	8	25	5.6

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISION LOTS IN SHELBY COUNTY:

	<u>M.B.</u>	<u>Pg.</u>
1. Inverness Point Phase I, Lot 3, Block 2	13	6
2. Inverness Point Phase I, Lot 4, Block 2	13	6
3. Inverness Point Phase I, Lot 5, Block 2	13	6
4. Inverness Point Phase I, Lot 6, Block 2	13	6
5. Inverness Point Phase I, Lot 8, Block 2	13	6
6. Inverness Point Phase I, Lot 9, Block 2	13	6
7. Inverness Point Phase II, Lot 71, Block 4	13	19*
8. Inverness Point Phase II, Lot 73, Block 4	13	19*
9. Inverness Point Phase II, Lot 76, Block 4	13	19*
10. Inverness Point Phase II, Lot 81, Block 4	13	19*

* Note: These lots also recorded in the office of Probate Judge, Jefferson County in Map Book 159, Page 30.

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISION LOTS IN JEFFERSON COUNTY:

	<u>M.B.</u>	<u>Pg.</u>
1. Inverness Point Phase IV, Lot 13, Block 4	160	62
2. Inverness Point Phase IV, Lot 15, Block 4	160	62
3. Inverness Point Phase IV, Lot 20, Block 4	160	62
4. Inverness Point Phase IV, Lot 21, Block 4	160	62
5. Inverness Point Phase III, Lot 66, Block 4	159	31
6. Inverness Point Phase IV, Lot 45, Block 4	160	62
7. Inverness Point Phase II, Lot 71, Block 4	159	30*
8. Inverness Point Phase II, Lot 73, Block 4	159	30*
9. Inverness Point Phase II, Lot 76, Block 4	159	30*
10. Inverness Point Phase II, Lot 81, Block 4	159	30*

* NOTE: These lots also recorded in the office of Probate Judge, Shelby County in Map Book 13, Page 19.

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Less than and Except the Inverness Sign Tract on U.S. Highway #280
and Inverness Center Parkway

Apart of the South Half of the Southeast 1/4 of the Northwest 1/4 of
Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and
being more particularly described as follows;

COMMENCE at the point where the North line of the South Half of said
Quarter - Quarter Section intersects with the Southwesterly Right Of
Way line of U.S. Highway #280 and run Southeasterly along said Right Of
Way 200.46 feet to the Point of Beginning of herein described tract;
thence an angle right of 150 degrees 46 minutes and run Northwesterly
28.98 feet; thence left 90 degrees 00 minutes and run Southwesterly
31.00 feet; thence left 90 degrees 00 minutes and run Southeasterly
31.00 feet; thence left 90 degrees 00 minutes and run Northeasterly
29.87 feet to a point on said Southwesterly Right Of Way of U.S.
Highway #280; thence left 60 degrees 46 minutes and run Northwesterly
along said Right Of Way 2.31 feet to the Point of Beginning. Contains
959.859 Square Feet or 0.022 Acres.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY
CONVEYED TO THE RIDGE AT MEADOWBROOK, INC.:

A parcel of land situated in the West one-half of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 1; thence run North along the East line of the Northwest quarter of the Northeast quarter of said Section 1 for a distance of 284.81 feet to a point; thence turn an angle to the left of $150^{\circ}-33'-25''$ and run in a Southwesterly direction for a distance of 505.63 feet to a point; thence turn an angle to the left of $38^{\circ}-01'-39''$ and run in a Southeasterly direction for a distance of 238.02 feet to a point; thence turn an angle to the left of $143^{\circ}-58'-21''$ and run in a Northeasterly direction for a distance of 450.00 feet to the point of beginning. Said parcel containing 1.535 acres, more or less.

According to survey dated October 5, 1989 of Kenneth B. Weygand, Alabama Reg. #11768.

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ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

INVERNESS LANDING I APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 19 South, Range 2 West, and run North 00° 44' 20" West along the West line of said Section a distance of 736.29 feet to a point on the Northwest right-of-way line of Valley Dale Road; thence deflect right 37° 35' 50" and run North 36° 51' 30" East and along the Northwest right-of-way line of Valley Dale Road a distance of 461.00 feet to the point of beginning of a curve to the right having a central angle of 13° 18' 50", a radius of 1949.86 feet, and an arc of 453.09 feet; thence continuing along said arc a distance of 453.09 feet to a point; thence tangent to the last described curve and North 50° 10' 20" East a distance of 55.39 feet to the point of beginning of a curve to the left having a central angle of 14° 56' 50", a radius of 2824.79 feet and an arc of 736.93 feet; thence continuing along said arc a distance of 736.93 feet to a point; thence tangent to the last described curve and North 35° 13' 30" East a distance of 148.23 feet to a point on the Northwest right-of-way line of Valley Dale Road and the point of beginning of the herein described Parcel; thence deflect left 90° 54' 00" and run North 55° 40' 30" West a distance of 441.64 feet to a point; thence turn an interior angle of 82° 32' 55" and run to the right North 41° 46' 35" East a distance of 1210.44 feet to a point; thence turn an interior angle of 218° 17' 00" and run to the left North 3° 29' 35" East a distance of 378.21 feet to the point; thence turn an interior angle of 90° 35' 35" and run to the right South 87° 06' 00" East a distance of 146.25 feet to a point; thence turn an interior angle of 221° 19' 44" and run to the left North 51° 34' 16" East a distance of 94.14 feet to a point; thence turn an interior angle of 210° 21' 03" and run to the left North 21° 13' 13" East a distance of 171.10 feet to a point; thence turn an interior angle of 134° 17' 55" and run to the right North 66° 55' 18" East a distance of 125.00 feet to a point; thence turn an interior angle of 130° 47' 57" and run to the right South 63° 52' 39" East a distance of 115.83 feet to a point; thence turn an interior angle of 305° 48' 53" and run to the left North 9° 41' 32" West a distance of 49.95 feet to a point; thence turn an interior angle of 95° 25' 32" and run to the right North 74° 52' 56" East a distance of 23.2 feet to a point; thence turn an interior angle of 306° 02' 25" and run to the left North 51° 09' 29" West a distance of 80.97 feet to a point; thence turn an interior angle of 175° 44' 23" and run to the right North 46° 53' 52" West a distance of 11.43 feet to a point; thence turn an interior angle of 43° 06' 08" and run to the right due East a distance of 231.01 feet to a point on the Northwest right-of-way line of Valley Dale Road; thence turn an interior angle of 73° 43' 40" and run to the

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right South 16° 16' 20" West a distance of 71.58 feet to the point of beginning of a curve to the right having a central angle of 18° 57' 10", a radius of 2108.59 feet and an arc of 697.50 feet; thence continuing along said arc a distance of 697.50 feet to a point; thence tangent to the last described curve and South 35° 13' 30" West and along the Northwest right-of-way line of Valley Dale Road a distance of 1417.11 feet more or less to the point of beginning of the herein described parcel; containing 17.443 acres more or less.

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ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

INVERNESS LANDING II APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said section and run East along the South line of said Quarter-Quarter Section 799.83 feet to the Point of Beginning; thence an angle left of 83° 56' 10" and run Northeasterly 411.56 feet; thence an angle left of 10° 43' and run North 72.74 feet; thence an angle left of 23° 01' 50" and run Northwesterly 233.19 feet to a point on the shoreline of Lake Heather; thence following the meanderings of Lake Heather as shown on plat by Bethel W. Whitson Company, Inc., dated April, 1980, turn an angle right of 28° 11' 30" and run Northerly 62.89 feet; thence an angle right of 17° 59' 30" and run Northeasterly 108.45 feet; thence an angle left of 18° 21' 30" and run Northerly 71.25 feet; thence an angle right of 78° 32' 30" and run Northeasterly 50.16 feet; thence an angle left of 40° 13' 30" and run Northeasterly 36.03 feet; thence an angle left of 85° 03' 30" and run Northwesterly 44.67 feet; thence an angle right of 50° 17' and run Northerly 128.67 feet; thence an angle right of 17° 38' 30" and run Northeasterly 81.60 feet; thence an angle right of 63° 20' 30" and run Easterly 71.18 feet; thence an angle right of 55° 47' 30" and run Southeasterly 67.85 feet; thence an angle left of 83° 40' 30" and run Northeasterly 164.45 feet; thence an angle left of 13° 34' and run Northeasterly 116.75 feet; thence an angle right of 96° 56' 30" and run Southeasterly 56.17 feet; thence an angle right of 26° 00' and run Southerly 44.50 feet; thence an angle left of 65° 16' and run Easterly 158.75 feet; thence an angle left of 41° 08' and run Northeasterly 144.47 feet; thence an angle right of 44° 36' and run Easterly 79.17 feet; thence an angle right of 51° 06' 30" and run Southeasterly 69.97 feet; thence an angle right of 12° 46' and run Southerly 100.14 feet; thence an angle left of 35° 48' 30" and run Southeasterly 66.75 feet to a point at the end of the shoreline of said lake; thence an angle right of 49° 31' and run Southeasterly 372.0 feet along the boundary line of Inverness Apartments Phase I and II; thence an angle right of 38° 17' and run Southwesterly 872.08 feet along said boundary line; thence an angle left of 18° 52' 30" and run Southwesterly 13.50 feet; thence an angle right of 25° 19' 30" and run Southwesterly 38.87 feet to a point on the Old Boundary Line of Inverness Apartments Phases I and II; thence an angle left of 13° 00' and run Southwesterly 187.40 feet; thence an angle left of 90° 00' and run Southeasterly 245.40 feet to a point of curve to the right having a radius

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of 162.78 feet and a central angle of $23^{\circ} 58'$; thence run Southeasterly along the arc of said curve 68.03 feet to the Point of Tangent of said curve; thence an angle right of $66^{\circ} 40'$ to tangent and run Southwesterly 165.37 feet; thence an angle right of $57^{\circ} 25' 30''$ and run Westerly 138.37 feet; thence an angle right of $112^{\circ} 56'$ and run Northeasterly 73.80 feet; thence an angle left of $69^{\circ} 35'$ and run Northwesterly 330.83 feet; thence an angle right of $50^{\circ} 58'$ and run Northeasterly 191.30 feet to the Point of Beginning.

Also less and except that parcel of land North of LaPetite Day Care Center, Southeast of Inverness Landing II Apartments, Southwest of Inverness Landing I Apartments, and Northwest of the right-of-way of Valleydale Road.

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ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

INVERNESS CLIFFS APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the northeast corner of the northeast one-quarter of the southwest one-quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and run south along the east line of same 468.06 feet; thence right 37 degrees 56 minutes 51 seconds and run southwesterly 1046.96 feet to a point on the south line of said quarter-quarter section; thence right 54 degrees 15 minutes 10 seconds and run west along the south line of said quarter-quarter section 426.75 feet to a point; thence left 46 degrees 06 minutes 34 seconds and run southwesterly 355.24 feet to a point on the east line of the southwest one-quarter of the southwest one-quarter of said Section 1; thence left 46 degrees 06 minutes 07 seconds and run south along the east line of said quarter-quarter Section 198.76 feet; thence right 42 degrees 16 minutes 26 seconds and run southwesterly 565.0 feet; thence right 91 degrees 14 minutes 07 seconds and run northwesterly 120.0 feet; thence right 90 degrees and run northeasterly 50.00 feet; thence left 90 degrees and run northwesterly 210.0 feet; thence left 90 degrees and run southwesterly 30.0 feet; thence right 90 degrees and run northwesterly 115.0 feet; thence left 90 degrees and run southwesterly 25.0 feet; thence right 90 degrees and run northwesterly 100.0 feet; thence right 90 degrees and run northeasterly 70.0 feet; thence left 90 degrees 10 minutes 48 seconds and run northwesterly 344.26 feet to a point on the southeasterly right-of-way of Valleydale Road (Shelby County Highway #17) said point being the point of curve of a curve to the northeast having a radius of 1869.86 feet and a central angle of 13 degrees 18 minutes 50 seconds; thence right 84 degrees 17 minutes 45 seconds to the tangent of said point of curve and run northeasterly along said right-of-way and arc of said curve 434.50 feet to the point of tangent; thence continue northeasterly along said right-of-way 55.39 feet to the point of curve of a curve to the left having a radius of 2904.79 feet and a central angle of 14 degrees 56 minutes 50 seconds; thence run northwesterly along said right-of-way and arc of curve 757.80 feet to the point of tangent; thence continue northeasterly along said right-of-way 1323.05 feet to the southwesterly corner of the Inverness Elementary School tract; thence right 90 degrees and run southeasterly along the southwesterly boundary of said Inverness Elementary School tract 700.00 feet; thence left 99 degrees and run northeasterly along the southeasterly boundary of said school tract 55.00 feet; thence right 99 degrees and run southeasterly 90.39 feet; thence right 54 degrees 01 minutes 10 seconds and run southeasterly 67.09 feet to the point of beginning; said tract contains 51.29526 acres.

Notwithstanding the foregoing exceptions, the Annexation Property shall include the following described Property situated in Shelby County, Alabama:

Part of the Northeast One-Quarter of the Northeast One-Quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run East along the North line of same 330.00 feet; thence right 87° 42' 53" and run South and parallel to the West line of said 1/4 - 1/4 section 50.00 feet; thence right 65° 23' 16" and run Southwesterly 362.69 feet to a point on the Westerly line of said 1/4 - 1/4 section; thence right 114° 36' 44" and run North along said Westerly line 214.21 feet to the Point of Beginning.

Contains 1.00000 Acres.

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Notwithstanding the foregoing exceptions, the Annexation Property shall include the following residential lots in Shelby County, Alabama:

Lot 7, Block 1, according to the Amended Map of Woodford, a subdivision of Inverness, as recorded in Map Book 8, Page 51, A, B, C, & D in the Office of the Judge of Probate of Shelby County, Alabama (owners: Richard F. Owen and Jane E. Owen)

Lot 30, in Block 2, according to the Amended Map of Woodford, a subdivision of Inverness, as recorded in Map Book 8, Page 51, A, B, C, & D in the Office of the Judge of Probate of Shelby County, Alabama (owner: Noel W. Chambless).

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EXHIBIT B
RESIDENTIAL PROPERTY

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
1. Kerry Downs	5	135 & 136	
2. Kerry Downs 1st. Add.	7	73	72.3 total
3. Applecross	6	42	56.9
4. Selkirk	6	163	
5. Selkirk 1st. Add.	7	149	37.3 total

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
6. Kirkwall	6	152	41.1
7. Woodford	8	51A, B, C, & D	106.0
8. Woodford 1st. Add.	10	38	21.0884
9. Woodford 2nd Add.	12	58	7.0
10. Heather Point	10	39	10.5986
11. Stoneridge - Phase I	6	153	4.3
12. Town of Adam Brown - Phase II	8	25	5.6

EXHIBIT C
APARTMENT PROPERTY

INVERNESS LANDING I APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 19 South, Range 2 West, and run North 00° 44' 20" West along the West line of said Section a distance of 736.29 feet to a point on the Northwest right-of-way line of Valley Dale Road; thence deflect right 37° 35' 50" and run North 36° 51' 30" East and along the Northwest right-of-way line of Valley Dale Road a distance of 461.00 feet to the point of beginning of a curve to the right having a central angle of 13° 18' 50", a radius of 1949.86 feet, and an arc of 453.09 feet; thence continuing along said arc a distance of 453.09 feet to a point; thence tangent to the last described curve and North 50° 10' 20" East a distance of 55.39 feet to the point of beginning of a curve to the left having a central angle of 14° 56' 50", a radius of 2824.79 feet and an arc of 736.93 feet; thence continuing along said arc a distance of 736.93 feet to a point; thence tangent to the last described curve and North 35° 13' 30" East a distance of 148.23 feet to a point on the Northwest right-of-way line of Valley Dale Road and the point of beginning of the herein described Parcel; thence deflect left 90° 54' 00" and run North 55° 40' 30" West a distance of 441.64 feet to a point; thence turn an interior angle of 82° 32' 55" and run to the right North 41° 46' 35" East a distance of 1210.44 feet to a point; thence turn an interior angle of 218° 17' 00" and run to the left North 3° 29' 35" East a distance of 378.21 feet to the point; thence turn an interior angle of 90° 35' 35" and run to the right South 87° 06' 00" East a distance of 146.25 feet to a point; thence turn an interior angle of 221° 19' 44" and run to the left North 51° 34' 16" East a distance of 94.14 feet to a point; thence turn an interior angle of 210° 21' 03" and run to the left North 21° 13' 13" East a distance of 171.10 feet to a point; thence turn an interior angle of 134° 17' 55" and run to the right North 66° 55' 18" East a distance of 125.00 feet to a point; thence turn an interior angle of 130° 47' 57" and run to the right South 63° 52' 39" East a distance of 115.83 feet to a point; thence turn an interior angle of 305° 48' 53" and run to the left North 9° 41' 32" West a distance of 49.95 feet to a point; thence turn an interior angle of 95° 25' 32" and run to the right North 74° 52' 56" East a distance of 23.2 feet to a point; thence turn an interior angle of 306° 02' 25" and run to the left North 51° 09' 29" West a distance of 80.97 feet to a point; thence turn an interior angle of 175° 44' 23" and run to the right North 46° 53' 52" West a distance of 11.43 feet to a point; thence turn an interior angle of 43° 06' 08" and run to the right due East a distance of 231.01 feet to a point on the Northwest right-of-way line of Valley Dale Road; thence turn an interior angle of 73° 43' 40" and run to the

right South 16° 16' 20" West a distance of 71.58 feet to the point of beginning of a curve to the right having a central angle of 18° 57' 10", a radius of 2108.59 feet and an arc of 697.50 feet; thence continuing along said arc a distance of 697.50 feet to a point; thence tangent to the last described curve and South 35° 13' 30" West and along the Northwest right-of-way line of Valley Dale Road a distance of 1417.11 feet more or less to the point of beginning of the herein described parcel; containing 17.443 acres more or less.

EXHIBIT C (CONTINUED)

INVERNESS LANDING II APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said section and run East along the South line of said Quarter-Quarter Section 799.83 feet to the Point of Beginning; thence an angle left of 83° 56' 10" and run Northeasterly 411.56 feet; thence an angle left of 10° 43' and run North 72.74 feet; thence an angle left of 23° 01' 50" and run Northwesterly 233.19 feet to a point on the shoreline of Lake Heather; thence following the meanderings of Lake Heather as shown on plat by Bethel W. Whitson Company, Inc., dated April, 1980, turn an angle right of 28° 11' 30" and run Northerly 62.89 feet; thence an angle right of 17° 59' 30" and run Northeasterly 108.45 feet; thence an angle left of 18° 21' 30" and run Northerly 71.25 feet; thence an angle right of 78° 32' 30" and run Northeasterly 50.16 feet; thence an angle left of 40° 13' 30" and run Northeasterly 36.03 feet; thence an angle left of 85° 03' 30" and run Northwesterly 44.67 feet; thence an angle right of 50° 17' and run Northerly 128.67 feet; thence an angle right of 17° 38' 30" and run Northeasterly 81.60 feet; thence an angle right of 63° 20' 30" and run Easterly 71.18 feet; thence an angle right of 55° 47' 30" and run Southeasterly 67.85 feet; thence an angle left of 83° 40' 30" and run Northeasterly 164.45 feet; thence an angle left of 13° 34' and run Northeasterly 116.75 feet; thence an angle right of 96° 56' 30" and run Southeasterly 56.17 feet; thence an angle right of 26° 00' and run Southerly 44.50 feet; thence an angle left of 65° 16' and run Easterly 158.75 feet; thence an angle left of 41° 08' and run Northeasterly 144.47 feet; thence an angle right of 44° 36' and run Easterly 79.17 feet; thence an angle right of 51° 06' 30" and run Southeasterly 69.97 feet; thence an angle right of 12° 46' and run Southerly 100.14 feet; thence an angle left of 35° 48' 30" and run Southeasterly 66.75 feet to a point at the end of the shoreline of said lake; thence an angle right of 49° 31' and run Southeasterly 372.0 feet along the boundary line of Inverness Apartments Phase I and II; thence an angle right of 38° 17' and run Southwesterly 872.08 feet along said boundary line; thence an angle left of 18° 52' 30" and run Southwesterly 13.50 feet; thence an angle right of 25° 19' 30" and run Southwesterly 38.87 feet to a point on the Old Boundary Line of Inverness Apartments Phases I and II; thence an angle left of 13° 00' and run Southwesterly 187.40 feet; thence an angle left of 90° 00' and run Southeasterly 245.40 feet to a point of curve to the right having a radius

of 162.78 feet and a central angle of $23^{\circ} 58'$; thence run Southeasterly along the arc of said curve 68.03 feet to the Point of Tangent of said curve; thence an angle right of $66^{\circ} 40'$ to tangent and run Southwesterly 165.37 feet; thence an angle right of $57^{\circ} 25' 30''$ and run Westerly 138.37 feet; thence an angle right of $112^{\circ} 56'$ and run Northeasterly 73.80 feet; thence an angle left of $69^{\circ} 35'$ and run Northwesterly 330.83 feet; thence an angle right of $50^{\circ} 58'$ and run Northeasterly 191.30 feet to the Point of Beginning.

In addition to the above, the Apartment Property includes that parcel of land North of La Petite Day Care Center, Southeast of Inverness Landing II Apartments, Southwest of Inverness Landing I Apartments, and Northwest of the right-of-way of Valleydale Road.

EXHIBIT C. (CONTINUED)

INVERNESS CLIFFS APARTMENTS

Part of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the northeast corner of the northeast one-quarter of the southwest one-quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and run south along the east line of same 468.06 feet; thence right 37 degrees 56 minutes 51 seconds and run southwesterly 1046.96 feet to a point on the south line of said quarter-quarter section; thence right 54 degrees 15 minutes 10 seconds and run west along the south line of said quarter-quarter section 426.75 feet to a point; thence left 46 degrees 06 minutes 34 seconds and run southwesterly 355.24 feet to a point on the east line of the southwest one-quarter of the southwest one-quarter of said Section 1; thence left 46 degrees 06 minutes 07 seconds and run south along the east line of said quarter-quarter Section 198.76 feet; thence right 42 degrees 16 minutes 26 seconds and run southwesterly 565.0 feet; thence right 91 degrees 14 minutes 07 seconds and run northwesterly 120.0 feet; thence right 90 degrees and run northeasterly 50.00 feet; thence left 90 degrees and run northwesterly 210.0 feet; thence left 90 degrees and run southwesterly 30.0 feet; thence right 90 degrees and run northwesterly 115.0 feet; thence left 90 degrees and run southwesterly 25.0 feet; thence right 90 degrees and run northwesterly 100.0 feet; thence right 90 degrees and run northeasterly 70.0 feet; thence left 90 degrees 10 minutes 48 seconds and run northwesterly 344.26 feet to a point on the southeasterly right-of-way of Valleydale Road (Shelby County Highway #17) said point being the point of curve of a curve to the northeast having a radius of 1869.86 feet and a central angle of 13 degrees 18 minutes 50 seconds; thence right 84 degrees 17 minutes 45 seconds to the tangent of said point of curve and run northeasterly along said right-of-way and arc of said curve 434.50 feet to the point of tangent; thence continue northeasterly along said right-of-way 55.39 feet to the point of curve of a curve to the left having a radius of 2904.79 feet and a central angle of 14 degrees 56 minutes 50 seconds; thence run northwesterly along said right-of-way and arc of curve 757.80 feet to the point of tangent; thence continue northeasterly along said right-of-way 1323.05 feet to the southwesterly corner of the Inverness Elementary School tract; thence right 90 degrees and run southeasterly along the southwesterly boundary of said Inverness Elementary School tract 700.00 feet; thence left 99 degrees and run northeasterly along the southeasterly boundary of said school tract 55.00 feet; thence right 99 degrees and run southeasterly 90.39 feet; thence right 54 degrees 01 minutes 10 seconds and run southeasterly 67.09 feet to the point of beginning; said tract contains 51.29526 acres.

EXHIBIT D

INVERNESS PUD REGULATIONS

CITY OF HOOVER

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January, 1990

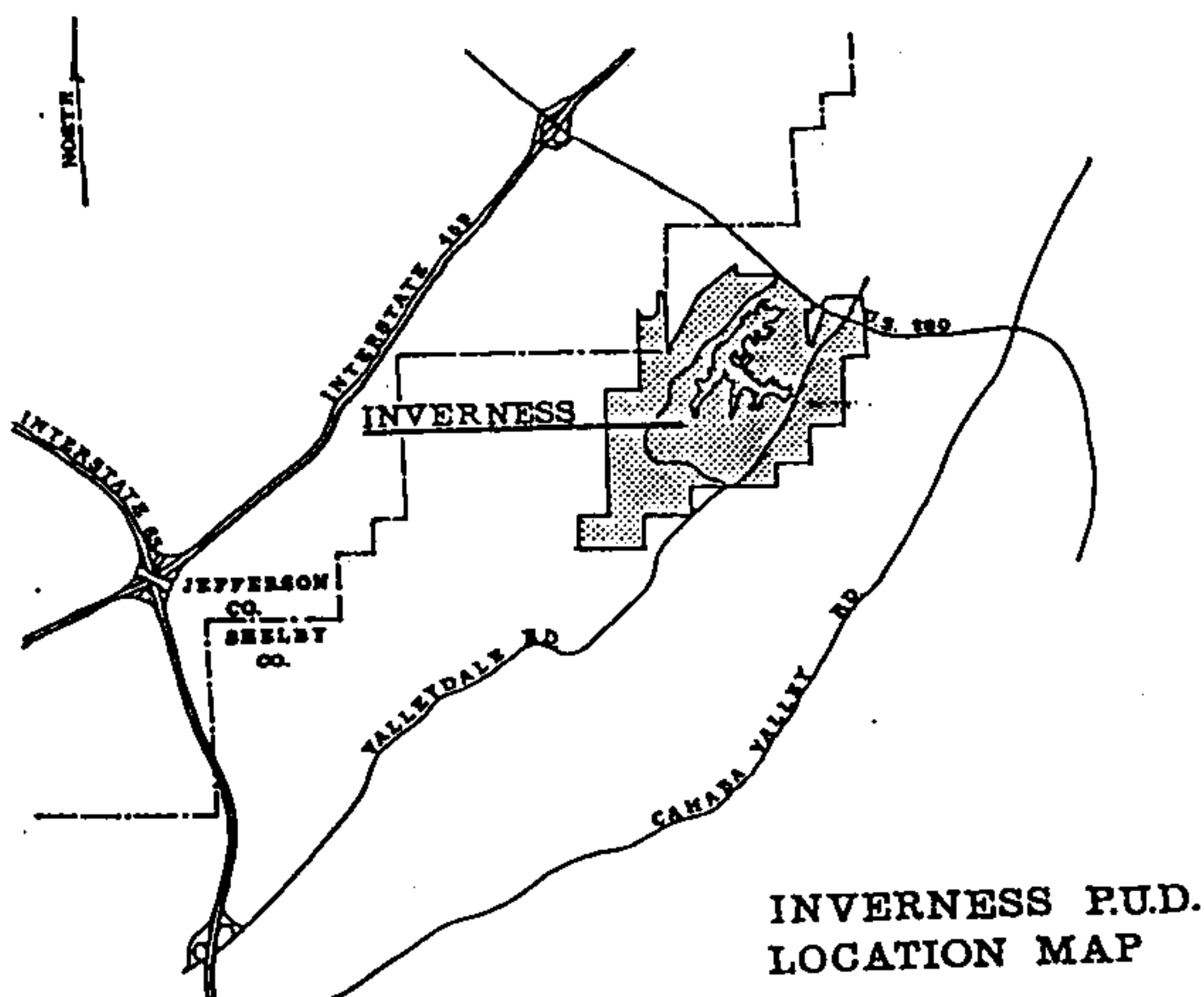
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Section I A General Description of the Area Surrounding the Inverness PUD

The Inverness Planned Unit Development area is a tract of land of approximately 1,108 acres located in southern Jefferson and northern Shelby Counties. Inverness is generally bounded by Highway 280 on the North; the boundaries of Meadow Brook on the East; and Spain Park on the South. (See Figure I "The Inverness PUD Location Map", shown below.)

Inverness lies within an area of the Birmingham Metropolitan Area which has been undergoing tremendous development in recent years. Many residential communities are underway in the Cities of Pelham, Alabaster, and Helena. Other residential and planned communities are being developed in the unincorporated areas of Shelby County -- the larger ones including Meadow Brook, Heatherwood and Brook Highland, all of which lie along Highway 280 in northern Shelby County. Most of the developed areas of Shelby County immediately adjacent to Inverness reflect the "strip commercial" type development and "spot zoning" which is characteristic of many areas and small cities which develop along major road arteries.



Section II Legal Description of Inverness

Begin at the Southwest corner of the Easterly 1/2 of the Southwest 1/4 of Section 35, Township 18 South, Range 2 West, and run North along the West line of same 2205.28 feet to the center of the Cahaba River; thence run Easterly along the center of said Cahaba River the following meandering courses; right 85 degrees 24 minutes 09 seconds and Easterly 73.90 feet; right 63 degrees 32 minutes 26 seconds and run Southeasterly 167.18 feet; left 5 degrees 23 minutes 03 seconds and run Southeasterly 312.66 feet; left 25 degrees 11 minutes 07 seconds and run Southeasterly 133.79 feet; left 46 degrees 18 minutes 57 seconds and run Northeasterly 105.61 feet; left 19 degrees 55 minutes 23 seconds and run Northeasterly 178.48 feet; left 23 degrees 39 minutes 07 seconds and run Northeasterly 102.29 feet; left 12 degrees 47 minutes 56 seconds and run Northeasterly 117.96 feet; left 22 degrees 53 minutes 32 seconds and run Northwesterly 229.29 feet; left 2 degrees 27 minutes 57 seconds and run Northwesterly 120.54 feet; left 8 degrees 41 minutes 23 seconds and run Northwesterly 135.84 feet; right 10 degrees 21 minutes 42 seconds and run Northwesterly 68.05 feet to a point of intersection with the North line of said East 1/2 of the Southwest 1/4 of Section 35; thence right 100 degrees 06 minutes 31 seconds and run Easterly along said North line of the East 1/2 of the Southwest 1/4 649.61 feet to the Northeast corner of the Southwest 1/4 of Section 35, Township 18 South, Range 2 West; thence right 88 degrees 06 minutes 41 seconds and run South along the East line of said Southwest 1/4 2674.59 feet to the Southeast corner of same; thence left 153 degrees 08 minutes 41 seconds and run Northeast on a diagonal line 2947.46 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West; thence right 19 degrees 15 minutes 17 seconds and run Northeast across the Southeast 1/4 of the Northeast 1/4 of Section 35, 1791.61 feet; thence right 88 degrees 28 minutes 43 seconds and run Southeasterly 82.62 feet to a point on the East line of said Southeast 1/4 of the Northeast 1/4 of Section 35; thence right 45 degrees 58 minutes 36 seconds and run South along the said East line of said 1/4 - 1/4 section 556.18 feet; thence left 88 degrees 18 minutes 56 seconds and run East 599.95 feet to a point; thence right 42 degrees 02 minutes 20 seconds and run Southeasterly 40.73 feet; thence left 90 degrees 00 minutes 05 seconds and run Northeasterly 36.72 feet; thence right 47 degrees 57 minutes 45 seconds and run Easterly 904.17 feet to a point on the Southwesterly right-of-way of U.S. Highway 280; thence right 41 degrees 59 minutes 18 seconds and run Southeasterly along said right-of-way 591.28 feet to a point of curvature of a curve to the left having a radius of 2912.23 feet and a central angle of 14 degrees 57 minutes 07 seconds; thence continue Southeasterly along said right-of-way and arc of curve 759.98 feet to the point of tangent; thence continue Southeasterly along said right-of-way 620.36 feet to a point; thence right 90 degrees 00 minutes 00 seconds and run Southwesterly 430.00 feet to a point; thence right 78 degrees 35 minutes 48 seconds and run Northwesterly 102.39 feet; thence right 11 degrees 26 minutes 18 seconds and run Northwesterly 218.27 feet to a point on the East line of the Southwest 1/4 of said Section 36; thence left 119 degrees 08 minutes 24 seconds and run South along said East line of the Southwest 1/4, 1225.84 feet to a point; thence left 60 degrees 52 minutes 00 seconds and run Southeasterly 257.55 feet to a point; thence left 90 degrees 00 minutes 00 seconds and run Northeasterly 1496.00 feet to a point

on said Southwesterly right-of-way of U.S. Highway 280; thence left 43 degrees 12 minutes 06 seconds and run Northwesterly 356.69 feet to a point on the Northeasterly right-of-way of U.S. Highway 280; thence right 43 degrees 12 minutes 06 seconds and run Northeasterly 400.82 feet to a point on the North line of the Southeast 1/4 of Section 36; thence right 62 degrees 54 minutes 43 seconds and run Easterly along said North line of the Southeast 1/4, 1584.18 feet to the Northeast corner of said 1/4 section; thence right 87 degrees 45 minutes 59 seconds and run Southerly along the East line of said 1/4 section and across U.S. Highway 280, 2686.15 feet to the Southeast corner of Section 36, Township 18 South, Range 2 West; thence right 92 degrees 12 minutes 51 seconds and run West along the South line of said Section 36, 1327.50 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of same; thence left 92 degrees 17 minutes 07 seconds and run South along the East line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 19 South, Range 2 West 1317.35 feet to the Southeast corner of same; thence right 29 degrees 26 minutes 43 seconds and run Southwesterly 1479.89 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence right 62 degrees 47 minutes 38 seconds and run West along the South line of same 598.63 feet to the Southwest corner of Southwest 1/4 of Northeast 1/4; thence left 92 degrees 14 minutes 24 seconds and run South 1318.40 feet to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 1; thence right 92 degrees 12 minutes 02 seconds and run West along the South line of same 1071.04 feet to a point; thence left 46 degrees 05 minutes 23 seconds and run Southwesterly 355.24 feet to a point on the East line of Southwest 1/4 of the Southwest 1/4 of Section 1; thence left 46 degrees 09 minutes 32 seconds and run South along said East line of 1/4 - 1/4 section 503.13 feet to a point; thence right 10 degrees 36 minutes 35 seconds and run Southwesterly 434.37 feet to a point; thence right 21 degrees 34 minutes 47 seconds and run Southwesterly 150.00 feet to a point on the South line of said Southwest 1/4 of the Southwest 1/4 of Section 1; thence right 60 degrees 00 minutes 00 seconds and run West along the South line of same 1166.92 feet to the Southwest corner of said Section 1, Township 19 South, Range 2 West; thence right 1 degree 01 minutes 02 seconds and run West along the South line of Section 2, Township 19 South, Range 2 West 2649.37 feet to the Southwest corner of the Southeast 1/4 of same; thence left 92 degrees 56 minutes 16 seconds and run South along the East line of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 19 South, Range 2 West 1329.97 feet to the Southeast corner of same; thence right 92 degrees 47 minutes 20 seconds and run West along the South line of said 1/4 - 1/4 section 1325.88 feet to the Southwest corner of same; thence left 93 degrees 08 minutes 30 seconds and run South along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 11, 1334.86 feet to the Southeast corner of same; thence right 92 degrees 56 minutes 45 seconds and run West along the South line of said 1/4 - 1/4 section 1321.74 feet to the Southwest corner of same; thence left 1 degree 12 minutes 13 seconds and run West along the South line of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 19 South, Range 2 West 1329.88 feet to the Southwest corner of same; thence right 88 degrees 31 minutes 50 seconds and run North along the West line of said 1/4 - 1/4 section 414.55 feet; thence right 21 degrees 50 minutes 46 seconds and run Northeasterly 799.45 feet to a point; thence right 44 degrees 12 minutes 50 seconds and run Northeasterly 799.60 feet to a point; thence left 44 degrees

18 minutes 33 seconds and run Northeasterly 800.12 feet to a point on the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 10, thence left 21 degrees 48 minutes 53 seconds and run Northerly along the East line of said Northeast 1/4 of the Northeast 1/4, 417.92 feet to the Northeast corner of same; thence left 0 degrees 09 minutes 39 seconds and run North along the West line of Section 2, Township 19 South, Range 2 West 3903.62 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence right 92 degrees 38 minutes 51 seconds and run Easterly along said North line of 1/4 - 1/4 section 1324.61 feet to the Northeast corner of same; thence left 92 degrees 37 minutes 42 seconds and run North along the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 2, 1305.20 feet to the point of beginning. Contains 1649.69391 acres.

LESS AND EXCEPT the following rights-of-way that lie within the bounds of the afore described property. All that part of the right-of-way of U.S. Highway 280, all that part of the right-of-way of Shelby County Highway 17 (Valleydale Road) and all that part of the right-of-way of Cahaba Beach Road.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

Helipad Site Conveyed to Southern Company Services, Inc.

Part of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35 and looking South along the West line of same turn an angle to the right of 26 degrees 37 minutes 30 seconds and run Southwesterly 255.0 feet; thence left 90 degrees 00 minutes 00 seconds and run Southeasterly 146.5 feet to the point of beginning of herein described tract; thence continuing along last described course 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Southwesterly 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Northwesterly 150.0 feet; thence right 90 degrees 00 minutes 00 seconds and run Northeasterly 150.0 feet to the point of beginning. Contains 22,500 square feet or 0.51653 acres.

Property Conveyed to Edelman Properties

Part of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Begin at the Southeast corner of said 1/4 - 1/4 section and run West along the South line of same 644.29 feet; thence right 166 degrees 52 minutes 10 seconds and run Northeasterly 1046.96 feet to a point on the East line of said 1/4 - 1/4 section; thence right 142 degrees 03 minutes 09 seconds and run South along said East line 850.34 feet to the point of beginning. Contains 6.28400 acres.

Site 10 - Altec

A part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and run North along the East line of the Southwest 1/4 2513.59 feet to a point on the Southerly right-of-way line of U.S. Highway 280; thence backsighting on last course turn an interior angle right of 119 degrees 03 minutes 10 seconds and run Northwesterly 119.32 feet to a point on the centerline of the Southerly bound lanes of Inverness Center Drive; thence backsighting on last course turn an interior angle right of 94 degrees 10 minutes 39 seconds and run Southwesterly 281.94 feet along said centerline to the point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 155.15 feet that forms an interior angle to the left of 169 degrees 29 minutes to chord and an arc distance of 156.02 feet (said curve having a radius of 425.02 feet and a central angle of 21 degrees 02 minutes); thence backsighting last chord turn an interior angle left of 169 degrees 29 minutes and run Southwesterly 151.38 feet along said centerline to a point of curve to the left, running thence Southwesterly to Southeasterly along the arc of said curve having a chord of 280.45 feet that forms an interior angle to the right of 150 degrees 41 minutes 38 seconds to chord and an arc distance of 293.06 feet (said curve having a radius of 286.48 feet and a central angle of 58 degrees 36 minutes 44 seconds); thence backsighting last chord turn an interior angle left of 119 degrees 18 minutes 22 seconds and run Westerly 28.0 feet to the point of beginning, being on the Westerly right-of-way of Inverness Center Drive; thence backsighting last course turn an interior angle right of 90 degrees 00 minutes and run Southeasterly 124.65 feet along said right-of-way to a point of curve to the right; running thence Southwesterly along the arc of said curve having a chord of 209.81 feet that forms an interior angle to the left of 164 degrees 37 minutes 48 seconds to chord and an arc distance of 212.35 feet (said curve having a radius of 395.77 feet and a central angle of 30 degrees 44 minutes 30 seconds); thence backsighting last chord turn an interior angle left of 111 degrees 05 minutes 46 seconds to chord and run Southwesterly 303.17 feet; thence backsighting last course turn an interior angle left of 92 degrees 56 minutes and run Northerly 25.25 feet along the shoreline of Lake Heather; thence backsighting last course turn an interior angle left of 226 degrees 33 minutes and run Northwesterly 85.30 feet along said shoreline; thence backsighting last course turn an interior angle left of 161 degrees 42 minutes and run Northwesterly 35.63 feet along said shoreline; thence backsighting last course turn an interior angle left of 153 degrees 40 minutes 38 seconds and run Northwesterly 23.6 feet along said shoreline; thence backsighting last course turn an interior angle left of 144 degrees 23 minutes 20 seconds and run Northeasterly 80.85 feet along said shoreline; thence backsighting last course turn an interior angle left of 161 degrees 33 minutes 30 seconds and run Northeasterly 34.90 feet along said shoreline; thence backsighting last course turn an interior angle left of 159 degrees 31 minutes 30 seconds and run Northeasterly 80.68 feet along said shoreline; thence backsighting last course turn an interior angle left of 190 degrees 06 minutes and run Northeasterly 131.53 feet along said shoreline; thence backsighting last course turn an interior angle left of 155 degrees 21 minutes 30 seconds and run Northeasterly 100.45 feet along said shoreline;

thence backsighting last course turn an interior angle left of 227 degrees 55 minutes and run Northeasterly 29.00 feet along said shoreline; thence backsighting last course turn an interior angle left of 113 degrees 15 minutes and run Easterly 65.12 feet along said shoreline; thence backsighting last course turn an interior angle left of 230 degrees 02 minutes 30 seconds and run Northeasterly 55.68 feet to a point on the Westerly right-of-way of Inverness Center Drive; thence backsighting last course turn an interior angle left of 59 degrees 44 minutes 09 seconds to the chord of a curve to the right; running thence Southerly along the arc of said curve being on said right-of-way having a chord of 16.60 feet and an arc distance of 16.93 feet (said curve having a radius of 25.0 feet and a central angle of 38 degrees 48 minutes); thence backsighting on last chord turn an interior angle left of 164 degrees 04 minutes 15 seconds to the chord of a curve to the left; running thence Southerly along an arc of said curve being on said right-of-way having a chord of 38.11 feet and an arc distance of 38.13 feet (said curve having a radius of 314.48 feet and a central angle of 6 degrees 56 minutes 30 seconds) to the point of beginning. Said parcel contains 2.86179 acres.

Site 1 - First National Bank of Columbiana

A parcel of land situated in the South half of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the point where the North line of the South half of said 1/4 - 1/4 section intersects with the Southwesterly right-of-way line of U.S. Highway 280 and run Southeasterly along said right-of-way 200.46 feet; thence an interior angle left of 29 degrees 14 minutes and run Northwesterly 28.98 feet; thence an interior angle left of 270 degrees and run Southwesterly 31.0 feet; thence an interior angle left of 270 degrees and run Southeasterly 31.0 feet; thence an interior angle left of 270 degrees and run Northeasterly 29.87 feet; thence an interior angle left of 60 degrees 46 minutes and run Southeasterly along said Southwesterly right-of-way 70.25 feet to the intersection of the Northwesterly right-of-way of Inverness Center Parkway; thence turn an interior angle left 103 degrees 57 minutes 34 seconds to chord of a curve to the right (said curve having a chord of 45.35 feet, radius of 84.0 feet and a central angle of 31 degrees 19 minutes 20 seconds); thence running Southerly along the arc of said curve 45.92 feet to a point of compound curve to the right; running thence Southwesterly along said curve (having a chord of 198.99 feet that forms an interior angle to chord of 151 degrees 07 minutes 51 seconds), an arc distance of 200.76 feet (said curve having a radius of 435.45 feet and a central angle of 26 degrees 24 minutes 58 seconds); thence turn an interior angle left to chord of 166 degrees 47 minutes 31 seconds and run along the Northwesterly right-of-way of Inverness Center Parkway in a Southwesterly direction 22.0 feet to a curve to the left; running thence Southwesterly along said curve (having a chord of 63.28 feet that forms an interior angle of 182 degrees 50 minutes 18 seconds) and arc distance of 63.31 feet (said curve having a radius of 639.0 feet and a central angle of 5 degrees 40 minutes 36 seconds); thence turning an interior angle to chord of 78 degrees 47 minutes 45 seconds and run Northwesterly 370.77 feet to a point on the North line of said South half of said 1/4 - 1/4 section; thence an interior angle left of 78 degrees 28 minutes 08 seconds and run East along said North line 138.21 feet to the

point of beginning. Said tract containing 1.6858 acres.

Site 28 - McWane Company - (Recorded in Book 21, Page 197, Shelby County, Alabama)

A part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 and sighting North along the West line of said 1/4 - 1/4 section turn an angle left of 44 degrees 12 minutes and run Northwesterly 354.20 feet; thence turn an angle right of 78 degrees 37 minutes and run Northeasterly 638.56 feet; thence turn right 30 degrees 46 minutes 30 seconds and run Northeasterly 225.67 feet; thence turn right 92 degrees 42 minutes and run Southeasterly 80.08 feet to the point of beginning, said point being on the Southerly line of proposed right-of-way of county road; thence continue Southeasterly along same course 292.25 feet to a point on water line of Inverness Lake; thence follow meanderings along shoreline as follows, from said last course turn an angle left of 12 degrees 02 minutes and run Southeasterly 29.58 feet; thence right 10 degrees 03 minutes 30 seconds and run Southeasterly 96.88 feet; thence left 9 degrees 07 minutes and run Southeasterly 33.20 feet; thence left 11 degrees 44 minutes and run Southeasterly 26.5 feet; thence left 10 degrees 12 minutes 30 seconds and run Southeasterly 48.84 feet; thence right 34 degrees 23 minutes 30 seconds and run Southeasterly 36.1 feet; thence left 14 degrees 03 minutes 30 seconds and run Southeasterly 50.54 feet; thence left 30 degrees 51 minutes 30 seconds and run Southeasterly 15.73 feet; thence left 29 degrees 16 minutes and run Easterly 44.08 feet; thence right 65 degrees 09 minutes and run Southeasterly 21.38 feet; thence left 42 degrees 14 minutes and run Southeasterly 43.65 feet; thence left 49 degrees 02 minutes 30 seconds and run Northeasterly 57.69 feet; thence left 10 degrees 44 minutes and run Northeasterly 81.30 feet; thence left 28 degrees 35 minutes 30 seconds and run Northeasterly 11.74 feet; thence left 32 degrees 57 minutes and run Northerly 31.6 feet; thence right 39 degrees 24 minutes 30 seconds and run Northeasterly 37.38 feet; thence left 29 degrees 08 minutes 30 seconds and run Northerly 56.48 feet; thence left 32 degrees 54 minutes 30 seconds and run Northwesterly 30.72 feet; thence left 11 degrees 41 minutes and run Northwesterly 66.65 feet; thence right 101 degrees 46 minutes and run Northeasterly 29.50 feet; thence right 47 degrees 42 minutes 30 seconds and run Southeasterly 32.48 feet; thence left 56 degrees 30 minutes and run Northeasterly 18.0 feet; thence left 27 degrees 27 minutes and run Northeasterly 43.28 feet; thence right 2 degrees 56 minutes 30 seconds and run Northeasterly 79.32 feet; thence left 9 degrees 16 minutes 30 seconds and run Northeasterly 26.5 feet; thence left 6 degrees 20 minutes and run Northerly 95.19 feet; thence left 41 degrees 57 minutes and leaving the meanderings of said lake, run a distance of 82.0 feet to a point; thence turn an angle to the left of 26 degrees 23 minutes and run 100.9 feet to a point; thence turn an angle to the right of 32 degrees 42 minutes 30 seconds and run 102.84 feet to a point on the Southerly right-of-way line of a proposed new county road; thence left, along a curve to the right of said county road having a radius of 913.06 feet turn an angle of 86 degrees 39 minutes 27 seconds to tangent and run Southwesterly a distance of 36.24 feet to a point, said point being the end of said curve and beginning of tangent; thence continue along said tangent a distance of 383.43 feet to

point of beginning. Containing 6.053 acres.

Cambrian Wood Condominiums - (Recorded in Map Book 6, Page 62, Shelby County, Alabama)

A parcel of land situated in Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the Northwest 1/4 of Section 2, Township 19 South, Range 2 West, and run North 00 degrees 48 minutes 00 seconds West along the East line of said 1/4 section a distance of 68.95 feet to a point; thence run North 47 degrees 08 minutes 40 seconds East a distance of 351.81 feet to the point of beginning of the herein described parcel; thence continuing along the last described course of North 47 degrees 08 minutes 40 seconds East a distance of 114.51 feet to a point; thence run North 74 degrees 52 minutes 20 seconds East a distance of 423.34 feet to a point; thence run South 00 degrees 28 minutes 18 seconds East a distance of 22.90 feet to a point; thence run South 00 degrees 36 minutes 58 seconds West a distance of 69.13 feet to a point; thence run South 19 degrees 23 minutes 47 seconds East a distance of 65.61 feet to a point; thence run South 36 degrees 28 minutes 31 seconds East a distance of 62.71 feet; thence run South 17 degrees 05 minutes 40 seconds East a distance of 42.15 feet to a point; thence run South 31 degrees 21 minutes 34 seconds East a distance of 69.18 feet to a point; thence run South 65 degrees 03 minutes 30 seconds East a distance of 66.42 feet to a point; thence run South 73 degrees 53 minutes 25 seconds East a distance of 63.57 feet to a point; thence run North 22 degrees 00 minutes 40 seconds East a distance of 16.42 feet to point; thence run South 32 degrees 44 minutes 03 seconds East a distance of 113.04 feet to a point; thence run South 88 degrees 09 minutes 30 seconds East a distance of 70.05 feet to a point; thence run South 84 degrees 29 minutes 30 seconds East a distance of 43.10 feet to a point; thence run South 36 degrees 31 minutes 00 seconds East a distance of 57.84 feet to a point; thence run South 08 degrees 25 minutes 00 seconds East a distance of 67.90 feet to a point; thence run South 32 degrees 41 minutes 00 seconds West a distance of 64.28 feet to a point; thence run South 43 degrees 45 minutes 30 seconds West a distance of 60.80 feet to a point; thence run South 45 degrees 25 minutes 30 seconds West a distance of 79.70 feet to a point; thence run South 43 degrees 20 minutes 00 seconds West a distance of 88.58 feet to a point; thence run South 38 degrees 21 minutes 00 seconds West a distance of 28.56 feet to a point; thence run North 81 degrees 52 minutes 10 seconds West a distance of 5.84 feet to a point; thence run South 83 degrees 33 minutes 00 seconds West a distance of 578.66 feet to a point; thence run North 12 degrees 54 minutes 06 seconds West a distance of 683.09 feet, more or less, to the point of beginning of the herein described parcel. Containing 11.653 acres, more or less.

Inverness Elementary School

A part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said section and run West along the North line of said 1/4 - 1/4 section 893.33 feet to a point on the Easterly right-of-way of Valleydale Road;

thence turn an angle left of 62 degrees 03 minutes 50 seconds and run Southwesterly along said Easterly right-of-way 669.58 feet to the point of curve of a curve to the left (said curve having a radius of 2824.79 feet and a central angle of 13 degrees 14 minutes 10 seconds) and run Southwesterly along the arc of said curve 403.60 feet to the point of beginning; thence continue along arc of said curve in a Southwesterly direction 248.97 feet to point of tangent; thence continue along said tangent 126.64 feet to the point of curve of a curve to the right (said curve having a radius of 2188.59 feet and a central angle of 6 degrees 25 minutes 23 seconds) and run Southwesterly along arc of said curve 245.35 feet to the Northwest corner of Alabama Power Company Substation (recorded D.B. 297, Page 58); thence turn an angle left of 89 degrees 29 minutes 23 seconds to tangent of said curve and run Easterly along Northerly line of substation 204.94 feet; thence an angle right of 90 degrees and run Southerly 210.0 feet; thence an angle right of 90 degrees and run Westerly 213.16 feet to point of Easterly right-of-way of Valleydale Road; thence turn an angle left of 85 degrees 00 minutes 23 seconds to tangent of a curve to the right (said curve having a radius of 2188.59 feet and a central angle of 7 degrees 01 minutes 34 seconds) and run Southwesterly direction along the arc of said curve 268.39 feet to the point of tangent; thence continue along said tangent 242.29 feet; thence turn an angle left of 90 degrees and run Southeasterly 700.00 feet; thence an angle left of 99 degrees 00 minutes and run Northeasterly 1441 feet; thence an angle left of 90 degrees 00 minutes and run Northwesterly 713.54 feet to the point of beginning. Contains 20.00 acres.

Alabama Power Substation

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of Section 1, Township 19 South, Range 2 West, and run North 89 degrees 50 minutes West for a distance of 2264.5 feet to a point; thence turn an angle to the left of 62 degrees 04 minutes and run in a Southwesterly direction for a distance of 927.7 feet to a point; thence turn an angle of 14 degrees 27 minutes to the left and run in a Southerly direction for a distance of 756.7 feet to the point of beginning. From such point of beginning turn an angle to the left of 81 degrees 51 minutes and run South 67 degrees 50 minutes East for a distance of 200.84 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes and run for a distance of 210.00 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes and run for a distance of 213.16 feet to a point on the Southeasterly right-of-way line of Valleydale Road, said point being on the arc of a curve whose central angle is 05 degrees 30 minutes and 20 seconds, having a radius of 2188.59 feet; a tangent of 105.23 feet; and a chord of 210.22 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 210.30 feet to a point; thence turn an angle to the right and run South 67 degrees 50 minutes East for a distance of 4.10 feet to the point of beginning. Containing 0.98 acres.

A Tract Conveyed to Eli H. Phillips

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Begin at the Southwest corner of said Southeast 1/4 of Southeast 1/4 and run North along the West line of same 50.07 feet; thence right 93 degrees 10 minutes and run East and parallel to South line of said 1/4 - 1/4 Section 264.60 feet; thence right 50 degrees 03 minutes and run Southeasterly 65.21 feet to a point on the South line of said 1/4 - 1/4 Section; thence right 129 degrees 57 minutes and run West along the South line of said 1/4 - 1/4 Section 303.72 feet to the point of beginning. Contains 0.32613 acres.

LA PETITE DAY CARE CENTER

A parcel of land situated in Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: From the Northeast corner of Lot 12, Block 5, Applecross - A Subdivision of Inverness, being recorded in Map Book 6, Page 428, in the Office of the Judge of Probate, Shelby County, Alabama, run in a Southeasterly direction by deflecting 114 degrees 58 minutes 49 seconds right from the East line of Lot 13 in said subdivision for a distance of 814.88 feet to the point of beginning of the parcel herein described; said point being on the Northwest right-of-way of Valleydale Road; thence turn an angle of 85 degrees 07 minutes 11 seconds right and run in a Southwesterly direction 194.98 feet along said right-of-way of Valleydale Road; thence turn an angle of 1 degree 33 minutes 30 seconds right and continue along said right-of-way in a Southwesterly direction for 79.27 feet; thence turn an angle of 88 degrees 03 minutes 30 seconds right and run Northwesterly 193.58 feet; thence turn an angle of 81 degrees 34 minutes right and run Northerly 142.55 feet; thence turn 67 degrees 04 minutes right and run in a Northeasterly direction 255.88 feet to the point beginning. Contains 0.9997 acres.

A TRACT CONVEYED TO EDDLEMAN

A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of said quarter-quarter section and run thence South along the East line of said quarter-quarter section for a measured distance of 1,317.00 feet (1,317.20 feet deed) to an iron pin found at the Southeast corner of said quarter-quarter section; thence turn an angle to the right of 92 degrees 13 minutes 32 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a measured distance of 727.88 feet (728.00 feet deed) to an iron pin found at the point of beginning; thence continue along last stated course for a distance of 208.80 feet to a point; thence turn an angle to the right of 133 degrees 15 minutes 22 seconds and run in a Northeasterly direction for a distance of 294.89 feet to a point; thence turn an angle to the right of 9 degrees 31 minutes 08 seconds and run in a Northeasterly direction for a distance of 241.48 feet to a point; thence turn an angle to the right of 154 degrees 26 minutes 20 seconds and run a Southwesterly direction for a distance of 405.77 feet to the point of beginning. Said parcel containing 1.00 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISIONS AS RECORDED
IN THE OFFICE OF PROBATE JUDGE, SHELBY COUNTY, ALABAMA.

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
1. Kerry Downs	5	135 & 136	
2. Kerry Downs 1st. Add.	7	73	72.3 total
3. Applecross	6	42	56.9
4. Selkirk	6	163	
5. Selkirk 1st. Add.	7	149	37.3 total

<u>SUBDIVISION</u>	<u>M.B.</u>	<u>Pg.</u>	<u>ACRES</u>
6. Kirkwall	6	152	41.1
7. Woodford	8	51A, B, C, & D	106.0
8. Woodford 1st. Add.	10	38	21.0884
9. Woodford 2nd Add.	12	58	7.0
10. Heather Point	10	39	10.5986
11. Stoneridge - Phase I	6	153	4.3
12. Town of Adam Brown - Phase II	8	25	5.6

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISION LOTS IN SHELBY COUNTY:

	<u>M.B.</u>	<u>Pg.</u>
1. Inverness Point Phase I, Lot 3, Block 2	13	6
2. Inverness Point Phase I, Lot 4, Block 2	13	6
3. Inverness Point Phase I, Lot 5, Block 2	13	6
4. Inverness Point Phase I, Lot 6, Block 2	13	6
5. Inverness Point Phase I, Lot 8, Block 2	13	6
6. Inverness Point Phase I, Lot 9, Block 2	13	6
7. Inverness Point Phase II, Lot 71, Block 4	13	19*
8. Inverness Point Phase II, Lot 73, Block 4	13	19*
9. Inverness Point Phase II, Lot 76, Block 4	13	19*
10. Inverness Point Phase II, Lot 81, Block 4	13	19*

* Note: These lots also recorded in the office of Probate Judge, Jefferson County in Map Book 159, Page 30.

ALSO LESS AND EXCEPT THE FOLLOWING RESIDENTIAL SUBDIVISION LOTS IN JEFFERSON COUNTY:

	<u>M.B.</u>	<u>Pg.</u>
1. Inverness Point Phase IV, Lot 13, Block 4	160	62
2. Inverness Point Phase IV, Lot 15, Block 4	160	62
3. Inverness Point Phase IV, Lot 20, Block 4	160	62
4. Inverness Point Phase IV, Lot 21, Block 4	160	62
5. Inverness Point Phase III, Lot 66, Block 4	159	31
6. Inverness Point Phase IV, Lot 45, Block 4	160	62
7. Inverness Point Phase II, Lot 71, Block 4	159	30*
8. Inverness Point Phase II, Lot 73, Block 4	159	30*
9. Inverness Point Phase II, Lot 76, Block 4	159	30*
10. Inverness Point Phase II, Lot 81, Block 4	159	30*

* NOTE: These lots also recorded in the office of Probate Judge, Shelby County in Map Book 13, Page 19.

Notwithstanding the foregoing exceptions, Inverness, shall
include the following described Property situated in Shelby County, Alabama:

Part of the Northeast One-Quarter of the Northeast One-Quarter of
Section 1, Township 19 South, Range 2 West, Shelby County, Alabama,
and being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run
East along the North line of same 330.00 feet; thence right 87°
42' 53" and run South and parallel to the West line of said 1/4 - 1/4
section 50.00 feet; thence right 65° 23' 16" and run Southwesterly
362.69 feet to a point on the Westerly line of said 1/4 - 1/4 section;
thence right 114° 36' 44" and run North along said Westerly line 214.21
feet to the Point of Beginning.

Contains 1.00000 Acres.

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Section III Planning Objectives to be Achieved by the Inverness PUD

Metropolitan Life Insurance Company ("Developer") plans to develop the Inverness PUD according to a "New Town" concept providing for all types of land uses of a complete and balanced community. Included in the Inverness PUD are areas for planned light industrial, commercial, office, single-family, multi-family, and recreational uses.

Character of the Development. The Inverness PUD shall be a "controlled" development, i.e., all future platted subdivisions in Inverness will be subject to recorded, protective and restrictive covenants giving Inverness Development Control Committee review and approval rights for all plans relating to initial developments in such subdivisions. Any other properties in Inverness sold by Developer will be sold subject to deed restrictions giving a similar Inverness Development Control Committee review and approval rights for plans relating to development. In general, the overall character of the Inverness PUD will be one that complements, coordinates, and harmonizes with the existing natural and man-made environment of the area.

Planning Objectives. The following are the planning objectives which would be achieved in Inverness through the PUD zoning:

- (1) the permitting of more flexible and consequently more creative and imaginative design (than allowed by other articles of the City of Hoover Zoning Ordinance) in order to accommodate planned association of uses developed as integral land-use units such as: industrial and office park complexes; commercial uses; service centers; residential developments of multiple or mixed housing including multi-family dwellings, attached and detached single-family dwellings; or any appropriate combination of uses which may be planned, developed or operated as integral land-use units;
- (2) permitting of higher densities of land development (than permitted under conventional zoning and allowed by other articles of the City of Hoover Zoning Ordinance) in conjunction with provisions for functional, open-space and community services;
- (3) the promoting of more efficient use of land (than can be expected or allowed through other articles of the City of Hoover Zoning Ordinance) to facilitate a more economic arrangement of uses, buildings, circulation systems and utilities;
- (4) the combination and coordination of uses, building forms, building relationships, and architectural styles within the PUD;
- (5) the preservation and enhancement of existing natural landscape features, their scenic qualities and amenities to the greatest extent possible, and the utilization of such features in a harmonious fashion;

(6) the exception of the Inverness Development from the conventional zoning regulations of the City of Hoover Zoning Ordinance regarding setbacks, minimum yard sizes, building height limitations, minimum green belts, off-street parking regulations, minimum floor areas, and other regulations to achieve the Inverness planning objectives described herein.

Assumptions and Projections. The applicant has assumed the following in regard to the development of the Inverness PUD:

(1) The Inverness area lies in the growth area of the Birmingham Metropolitan area and in one of the most desirable areas of the metropolitan area, i.e., "The Over the Mountain Area" of the south Jefferson and north Shelby Counties. The great potential for growth in the Inverness area can be witnessed by the local indicators -- the growth of adjacent and surrounding communities.

(2) Since Inverness is located at the intersection of U. S. 280 and Valleydale Road (Shelby County #17), it is accessible to the interchanges at I-459 and U. S. 280 and I-65 and Valleydale Road. This accessibility will be added impetus to the growth of Inverness.

(3) Along with other areas of the southeast, Inverness will experience some growth due to the attraction of the "Sun Belt".

(4) The "new town" and "planned development" concepts of development have been popular since the 60's and are found to be desirable for both residential and business markets. Inverness will offer the quality and uniqueness desired in a planned community and attract the business and the residential market.

(5) In contrast to smaller, isolated planned developments, the size and scale of Inverness is sufficient to create the atmosphere of a "total community" and provide community identity which is attractive for both residential and business markets.

Section IV Inverness Development Schedule

The development of the Inverness community actually began as early as 1973 and has undergone continued development and construction since that time. With the granting of PUD zoning under Article XII of the City of Hoover Zoning Ordinance, the development of Inverness shall continue on a schedule and pace determined at Developer's discretion.

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Section V Quantitative Data for the Inverness PUD

A. Listed below are the gross acreages planned for each land use district of the Inverness PUD:

<u>Land Use District</u>	<u>Gross Acreage</u>
1. Planned Single-Family (PR-1)	132.7
2. Planned Multi-Family (PR-2)	212.2
3. Planned Office (PO)	254.0
4. Planned Commercial (PC)	175.0
5. Planned Light Industrial (PI)	172.9
6. Open Space (OS)	121.4
7. Roadway Area	<u>39.9</u>
TOTAL	1,108.1

Note that the total acreage of 1,108.1 does not include land that has been subdivided and sold within Inverness although the planned densities for each land use are to include the following tracts.

1)	Woodford Subdivision (PR-1)	127.1
2)	Kerry Downs Subdivision (PR-1)	72.3
3)	Heather Point Subdivision (PR-1)	10.6
4)	Applecross Subdivision (PR-1)	56.9
5)	Selkirk Subdivision (PR-1)	37.3
6)	Kirkwall Subdivision (PR-1)	41.1
7)	Cambrian Wood Condominiums (PR-1)	11.7
8)	Town of Adam Brown/Wilshire Manor (PR-1)	9.9
9)	Altec Property (PO)	2.9
10)	McWane Property (PO)	6.1
11)	Inverness Point Subdivision (PR-1)	114.2

B. Development Criteria for the Land Use Districts of the Inverness PUD

Introduction

In accordance with the "Intent" of the City of Hoover Planned Unit Development Ordinance (Article XII, Section 1.0), the Inverness Development will be excepted from the typical and more conventional zoning and building regulations of the City of Hoover Zoning Ordinance regarding minimum/maximum land use densities, setbacks or other location methods, floor areas, signage, loading, off-street parking, etc. Exceptions to the zoning and building requirements of the City of Hoover Zoning Ordinance shall allow Inverness to achieve its planning objectives and the desired character of the development as stated in Section III of these regulations. In lieu of the typical and conventional zoning/building regulations of the City of Hoover, more flexible development criteria combined with the review process and coordination work of the Developer, (formed in accordance with the Inverness protective covenants, see Section VII of these regulations) will provide for the orderly development of the Inverness PUD. It is recognized that, through the review process, the Developer will be better able to scrutinize and coordinate all development plans to assure that the planning objectives and the desired character of Inverness are achieved.

Development in Inverness must comply with the development criteria of subject PUD in order to satisfy requirements/regulations of the City of Hoover. Plans for development in Inverness by parties other than Developer must meet approval of the Inverness Development Control Committee which may adopt and promulgate rules and regulations (in addition to the above-mentioned development criteria) regarding the development of all or a portion of the property within the Inverness PUD. Said rules and regulations adopted by the Inverness Development Control Committee may not be less, restrictive than the above-mentioned development criteria and, at the discretion of the Developer said rules and re-regulations, subject to approvals, if any, required by Article XII, Section 6.0 of the City of Hoover Zoning Ordinance.

The Inverness development criteria required by the PUD Zoning Ordinance of the City of Hoover is described on the following pages. The various land use districts are depicted in the Inverness land use plan.

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1. Development Criteria for the Planned Single-Family (PR-1) District

a. Minimum/Maximum Land Use Density. The Inverness PUD Master Development Plan includes approximately 132.7 gross acres of land which is to be developed as Planned Single-Family (PR-1) at a maximum density of 7.5 dwelling units per net acre (net acreage = gross acreage - proposed road acreage). Specific areas within the Inverness PR-1 District may exceed 7.5 dwelling units per acre but when the acres of Single-Family development are divided by the total number of dwelling units in the PR-1 District (including the previously developed Inverness Single-Family), the overall density shall be less than or equal to 7.5 dwelling units per acre.

The Planned Single-Family Districts of Inverness will be developed to include all those principal permitted uses of the PR-1 Land Use District including detached single family dwellings and accessory structures as well as attached single-family dwellings including townhouses, condominiums, duplexes, zero-lot-line homes, etc. with accessory structures. Except that attached single-family dwellings permitted in the PR-1 District, shall be permitted only in locations specifically designated for such use on the Official Inverness Zoning Map, as approved by the Planning and Zoning Commission and City Council. Conditional uses will be included in the PR-1 Land Use District of Inverness as shown on the Master Development Plan and as may be approved in the future by the Planning and Zoning Commission.

b. Setbacks/Yards. Sitings for all/each building(s) in the PR-1 district of Inverness will be approved on an individual basis by the Inverness Development Control Committee. The Inverness Development Control Committee will adopt and promulgate rules and regulations regarding setback/yard requirements for each subdivision and said requirements may vary from one residential subdivision to the next. Said setback/yard requirements will be based on the type of development planned for a particular PR-1 subdivision, i.e., large estate type detached homes, medium sized detached homes, small detached homes, zero-lot-line homes, townhouses, duplexes, etc. The actual setback/yard requirements and approval of the building site(s) for a particular parcel or development will be based on several related factors:

(1) Privacy. The typical minimum setback/yard requirements of the City of Hoover Zoning Ordinance are intended to provide privacy within a dwelling unit. Where windows are placed in only one or two facing walls or there are no windows, or where the builder provides adequate screening for windows, or where the windows are at such a height or location to provide adequate privacy, it shall be appropriate to allow reduced setback/yard area requirements.

(2) Light and Air. Typical minimum setback/yard area requirements provide one method of insuring that each room has adequate light and air. Setback/yard requirements may be reduced where there are no windows or very small window areas and where rooms have adequate provisions for light and air from another direction.

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(3) Use Areas between buildings are often used as service yards, for storage of trash, clothes lines, or other utilitarian purposes. Where this use is similar for both houses, the setback/yard requirements may be reduced to permit effective design of the utility space because the Inverness Covenants will have provisions for controlling unsightliness of such areas. Kitchens and garages are suitable uses for rooms abutting such utility yards.

c. Building Spacing Requirements. All structures shall be located so as to conform to the National Fire Codes; 1985, Standard 80A, "Protection of Buildings from External Exposure Fires."

d. Floor Areas. The minimum floor areas for developments in the Inverness PR-1 district shall be as follows:

(1) Single-Family Detached Dwellings

<u>One-Story</u>		<u>Two/Three Story</u>
1,000 sq. ft.	First Floor 600 sq. ft.	Total Minimum 1,200 sq. ft.

(2) Single-Family Attached Dwellings

<u>One-Story</u>	<u>Multi-Story</u>
750 sq. ft.	600 sq. ft.

e. Building Height Limitations. The maximum building height shall be in accordance with the City of Hoover Zoning Ordinance (Article XII, Section 4.0) as included within the Municipal Code, City of Hoover, Alabama printed July, 1988.

f. Signage Regulations. The signage regulations for the Inverness PR-1 District shall be as follows:

(1) Those signs and entrance features expressly allowed by the Annexation Agreement between the City of Hoover, Alabama and Developer shall be permitted.

(2) In accordance with the Inverness Protective Covenants, (See Section VII of these regulations), signs subject to review and approval by the Inverness Development Control Committee shall not be erected or displayed without prior approval of the Inverness Development Control Committee.

(3) Unless more restrictive rules are stated in the respective Protective Covenants, only one on-premise, unlighted real estate "For Sale" or rental sign shall be allowed per residential lot provided such sign is located entirely within the property, does not exceed 4 sq. ft. in copy area, is mounted on a stake at a height not to exceed 36" to the top of the sign and is removed within five (5) days after the sale or rental of the property.

(4) All street, traffic, informational and any other signs (whether permanent or temporary) for developments within the Inverness PUD district shall comply with those signage standards for Inverness PUD (See Section X of these regulations) and shall comply with any other standards as approved by the Inverness Development Control Committee.

(5) Any/All off premise real estate signs for single family property must be approved by the Inverness Development Control Committee.

g. Off-Street Parking. The minimum off-street parking requirements for Single-Family detached developments in the Inverness PR-1 District shall be two spaces per dwelling unit. The minimum off-street parking requirements for Single-Family attached developments in the Inverness PR-1 District shall be 1.5 spaces per dwelling units.

h. Green Belts. All green belts and buffers within the Inverness PUD shall be approved by the Inverness Development Control Committee.

i. Supplemental Regulations. Those supplemental regulations of Article VII of the City of Hoover Zoning Ordinance which are not otherwise covered above shall apply to the PR-1 District of Inverness.

2. Development Criteria for the Planned Multi-Family (PR-2) District

a. Except as otherwise stated herein, the development(s) of a conditional use permitted in the PR-2 District shall comply with the development criteria of the Inverness PUD district in which it is expressly and typically permitted, i.e., as office development in the PR-2 district shall comply with those development criteria of the PO District; a Single-Family detached development shall comply with the development criteria of the PR-1 District; etc.

b. Minimum/Maximum Land Use Densities. The Inverness PR-2 Planned Multi-Family District includes approximately 212.2 acres of land. The maximum development density for the Planned Multi-Family (PR-2) District of Inverness shall be 14.5 units per acre as averaged for the total gross acreage of the Multi-Family (PR-2) area of the Inverness PUD. Hence, specific parcels of Inverness PR-2 Districts may exceed the above-mentioned density of 14.5 units per acre, however, when the gross acreage of all of the PR-2 Districts in the Inverness PUD is divided by the total number of dwelling units of all the PR-2 Districts, the overall density shall not exceed 14.5 units per acre.

c. Minimum Setbacks/Yards. In general, building sites will be reviewed and approved by the Inverness Development Control Committee on an individual basis. In reviewing the building site plans for a PR-2 development, the Inverness Development Control Committee will consider all aspects of the development including the existing topo and vegetation of the site, adjacent land uses, views to and from the site, the proposed architectural/building styles of the development, etc. Therefore, depending on the circumstances, setback/yard requirements for PR-2 developments may vary from site to site but the general criteria for building setbacks within a parcel shall be as follows:

Front -- 35 feet
Rear -- 30 feet
Side -- 25 feet

d. Building Spacing Requirements. All structures shall be located so as to conform to the National Fire Codes; 1985, Standard 80A, "Protection of Buildings from External Exposure Fires".

e. Floor Areas. The minimum floor area for typical Multi-Family dwelling units in the Inverness PR-2 District shall be 500 sq. ft. per unit. The minimum floor area for efficiency apartments/dwelling units in the PR-2 District of Inverness shall be 350 sq. ft. per unit. The dwelling unit sq. ft. shall be the total area constructed for an individual tenant's use (i.e. storage rooms, utility chases, party walls, exterior walls, etc.) except patios, balconies and decks.

f. Building Height Limitations. The maximum building height shall be in accordance with the City of Hoover Zoning Ordinance (Article XII, Section 4.0) as included within the Municipal Code, City of Hoover, Alabama printed July, 1988.

g. Minimum Lot Width. There shall be no minimum lot width for Multi-Family (PR-2) developments in Inverness so long as the development complies with the setback/yard requirements for buildings in the PR-2 District of Inverness as stated above.

h. Signage Regulations. The signage regulations for the Inverness PR-2 District shall be as follows:

(1) Those signs and entrance features expressly allowed by the Annexation Agreement between the City of Hoover, Alabama and Developer shall be permitted.

(2) All street, traffic, informational and any other signs (whether permanent or temporary) for developments within the Inverness PR-2 District shall comply with those signage standards for the Inverness PUD (See Section X of these regulations) and shall comply with any other standards as approved by the Inverness Development Control Committee.

(3) Any/all on-premise and off-premise real estate ("for sale" or rental) signs for Multi-Family (PR-2) property must be approved by the Inverness Development Control Committee.

i. Off-Street Parking. The minimum off-street parking requirements for multi-family developments in the Inverness PR-2 District shall be 1.5 spaces per one bedroom dwelling unit and 2.0 spaces per two bedroom (and larger) dwelling unit.

j. Green Belts. All green belts and buffers within the Inverness PUD shall be approved by the Inverness Development Control Committee.

k. Supplemental Regulations. Those supplemental regulations of Article VII of the City of Hoover Zoning Ordinance which are not otherwise covered above shall apply to the PR-2 District of Inverness.

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3. Planned Office (PO)

a. Except as otherwise stated herein, developments of a Conditional Use permitted in the PO District of Inverness shall comply with the development criteria of the Inverness PUD district in which it is expressly and typically permitted, i.e., a Multi-Family development shall comply with those development criteria of the PR-2 District; a Single-Family attached development shall comply with the development criteria of the PR-1 District; etc.

b. Minimum/Maximum Land Use Density. The Inverness PUD Master Development Plan includes approximately 254.0 gross acres of land which is to be developed as Planned Office (PO) at a maximum density of 30,000 sq. ft. of office space per acre as averaged for the total gross acreage of Planned Office (PO) of area of the Inverness PUD.

The Inverness Development Control Committee may adopt and promulgate rules and regulations regarding the development density of all or part of the Inverness Planned Office District which are more restrictive than the development density stated above. As well as limiting total permitted square footage of the office space per acre, the rules and regulations may also limit the amount of area which may be covered by buildings.

c. Setback/Yards. The development criteria regarding setbacks/yards in the PO District of Inverness shall be as follows:

Front -- 35 feet
Rear -- 35 feet*
Side -- 35 feet**

*Rear yard -- at the discretion of the Developer, to be 15 feet if adjoining property is within the PO District.

**Side yard -- at the discretion of the Developer, to be 10 feet if adjoining property is within the PO District.

Sitings for all/each building in the PO District of Inverness shall be approved by the Inverness Development Control Committee. The Inverness Development Control Committee may adopt and promulgate rules and regulations regarding setback/yard requirements for all or a part of the PO District of the Inverness and said rules and regulations may be more restrictive than those setback/yard requirements stated above.

d. Building Spacing Requirements. All structures shall be located so as to conform to the National Fire Codes; 1985, Standard 80A, "Protection of Buildings from External Exposure Fires".

e. Building Height Limitations. The maximum building height shall be in accordance with the City of Hoover Zoning Ordinance (Article XII, Section 4.0) as included within the Municipal Code, City of Hoover, Alabama printed July, 1988.

f. Signage Regulations. The signage regulations for the Inverness PO District shall be as follows:

(1) Those signs and entrance features expressly allowed by the Annexation Agreement between the City of Hoover, Alabama and Developer shall be permitted.

(2) All street, traffic, informational and any other signs (whether permanent or temporary) for developments within the Inverness Planned Office (PO) District shall comply with those signage standards for the Inverness PUD (See Section X of these regulations) and shall comply with any other standards as approved by the Inverness Development Control Committee.

(3) Any/All on-premise and off-premise real estate ("For Sale" or rental) signs for office (PO) property must be approved by the Inverness Development Control Committee.

g. Off-street Parking. The minimum off-street parking requirements for permitted, principle uses of the Inverness PO District shall be four spaces per 1,000 net useable sq. ft. of planned office floor space.

h. Green Belts. All green belts and buffers within the Inverness PUD shall be approved by the Inverness Development Control Committee.

i. Supplemental Regulations. Those supplemental regulations of Article VII of the City of Hoover Zoning Ordinance which are not otherwise covered above shall apply to the PO District of Inverness.

4. Development Criteria for the Planned Commercial (PC) District of Inverness

a. Except as otherwise stated herein, the development of a conditional use permitted in the Planned Commercial (PC) District of Inverness shall comply with the development criteria of the Inverness PUD district in which it is expressly and typically permitted, i.e., an Office Development shall comply with those development criteria of the PO District; a Multi-Family development shall comply with the development criteria of the PR-2 District; etc.

b. Minimum/Maximum Land Use Density. The Inverness Master Development Plan includes approximately 175.0 acres of land which is to be developed as Planned Commercial (PC). The maximum development density for parcels/developments in the Planned Commercial (PC) District of Inverness shall be 90 percent of the total acreage of subject parcel/development which means that a maximum of 90 percent of a planned commercial (PC) parcel/development may be developed with impervious materials (including buildings, parking lots, sidewalks, except where sidewalks are minor to a landscaped courtyard, etc.), and it shall further mean that a minimum area of 10 percent of a planned commercial (PC) parcel/development must be developed as green-space/planting areas. The development density shall be determined by acreage or area within the property boundary of a parcel/development. Green-space/planting areas outside of the property line shall not be considered as part of the required (10 percent) green-space/planting areas.

The Planned Commercial Districts of Inverness will be developed and used to include all those principal permitted uses of the PC Land Use District in addition to the conditional uses as shown on the Master Development Plan and as may be approved in the future by the Planning and Zoning Commission.

c. Minimum Setback/Yard. In general, building sites will be reviewed and approved by the Inverness Development Control Committee on an individual basis. In reviewing the building site plans for a PC development, the Inverness Development Control Committee will consider all aspects of the PC development including the existing topography and vegetation of the site, the proposed architectural/building styles of the development, etc. Therefore, depending on the circumstances, setback/yard requirements for PC developments may vary from site to site but the general criteria for building setbacks within a parcel shall be as follows:

Front -- 35 feet
Rear -- 30 feet*
Side -- 25 feet**

*Rear yard -- at the discretion of the Developer, rear yard to be 15 feet if adjoining property is within Planned Commercial (PC) District.

**Side yard -- at the discretion of the Developer, side yard to be 10 feet if adjoining property is within the Planned Commercial (PC) District.

d. Building Spacing Requirements. All structures shall be located so as to conform to the National Fire Codes; 1985, Standard 80A, "Protection of Buildings from External Exposure Fires."

e. Building Height Limitations. The maximum building height shall be in accordance with the City of Hoover Zoning Ordinance (Article XII, Section 4.0) as included within the Municipal Code, City of Hoover, Alabama printed July, 1988.

f. Signage Regulations. The signage regulations for the Inverness Planned Commercial (PC) District shall be as follows:

(1) Those signs and entrance features expressly allowed by the Annexation Agreement between the City of Hoover, Alabama and Developer shall be permitted.

(2) All street, traffic, informational and any other signs (whether permanent or temporary) for developments within the Planned Commercial (PC) District shall comply with those signage standards for the Inverness PUD (See Section X of these regulations.), and shall comply with any other standards as approved by the Inverness Development Control Committee.

g. Off-street Parking. The minimum off-street parking requirements for developments in Inverness Planned Commercial (PC) District shall be as follows:

(1) No parking shall be permitted on any street or drive, or any place other than approved paved parking spaces.

(2) Permitted Principal Uses:

(a) Planned commercial/retail developments -- 4 cars per 1,000 sq. ft. of retail sales area.

(b) Planned office development -- 4 cars per 1,000 sq. ft. of net useable office floor space.

(3) Conditional Uses:

(a) Multi-family -- 1.5 cars per dwelling unit

h. Green Belts. All green belts and buffers within the Inverness PUD shall be approved by the Inverness Development Control Committee.

i. Supplemental Regulations. Those supplemental regulations of Article VII of the City of Hoover Zoning Ordinance which are not otherwise covered above shall apply to the PO District of Inverness.

5. Development Criteria for the Planned Industrial District (PI) of Inverness

a. Except as otherwise stated herein, the development of conditional uses permitted in the Planned Industrial (PI) District of Inverness shall comply with the development criteria of the Inverness PUD district in which it is expressly and typically permitted, i.e., an office development in the PI District shall comply with the development criteria of the PO District of Inverness; a retail commercial development shall comply with the development criteria of the Inverness PC District; etc.

b. Minimum/Maximum Land Use Density. The Inverness PUD area includes approximately 172.9 acres of land which is to be developed as Planned Industrial (PI). The maximum development density for parcels/developments for the Planned Industrial (PI) District of Inverness shall be 80 percent of the total acreage of subject parcel/development which means that a maximum of 80 percent of a Planned Industrial (PI) parcel/development may be developed with impervious materials (including buildings, parking lots, sidewalks, except where sidewalks are minor to a landscaped courtyard, etc.), and it shall further mean that a minimum area of 20 percent of a Planned Industrial (PI) parcel/development must be developed as green-space/planting areas. The development density shall be determined by acreage or area within the property boundary of a parcel/development. Green-space/planting areas outside of the property boundary shall not be considered as part of the required (20 percent) green-space/planting areas.

The Inverness Development Control Committee may adopt and promulgate rules and regulations regarding the development density of all or part of the Inverness Planned Industrial District which are more restrictive than the development density stated above. As well as limiting total permitted square footage of building space per acre, the rules and regulations may also limit the amount of area which may be covered by buildings.

c. Setback/Yards. The development criteria regarding setback/yards in the PI district of Inverness shall be as follows:

Front -- 35 feet
Rear -- 35 feet
Side -- 35 feet*

*Side yard -- at the discretion of the Developer, to be 10 feet if adjoining property is within the PI District.

Sitings for all/each building in the PI district of Inverness shall be approved by the Inverness Development Control Committee. The Inverness Development Control Committee may adopt and promulgate rules and regulations regarding setback/yard regulations for all or a part of the PI district of Inverness and said rules and regulations may be more restrictive than those setback/yard requirements stated above.

d. Building Spacing Requirements. All structures shall be located so as to conform to the National Fire Codes; 1985, Standard 80A, "Protection of Buildings from External Exposure Fires."

e. Building Height Limitations. The maximum building height shall be in accordance with the City of Hoover Zoning Ordinance (Article XII, Section 4.0) as included within the Municipal Code, City of Hoover, Alabama printed July, 1988.

f. Signage Regulations. The signage regulations for the Inverness PI district shall be as follows:

(1) Those signs and entrance features expressly allowed by the Annexation Agreement between the City of Hoover, Alabama and Developer shall be permitted.

(2) All street, traffic, informational and any other signs (whether permanent or temporary) for developments within the Inverness Planned Industrial (PI) district shall comply with those signage standards for the Inverness PUD (See Section X of these regulations), or shall comply with other standards as approved by the Inverness Development Control Committee.

(3) Any/All on premise and off-premise real estate ("For Sale" or Rental) signs for office (PO) property must be approved by the Inverness Development Control Committee.

g. Off-street Parking. The off-street parking requirements for industrial development in the Planned Industrial (PI) District of Inverness shall be:

(1) The minimum off-street parking requirements for developments in the PI district of Inverness shall be as follows:

(A) For office/warehouse developments - 1 space per 750 sq. ft. of net leaseable space used for warehousing and four (4) spaces per 1000 sq. ft. of net leaseable space used for office. These shall be minimum requirements and each office/warehouse development shall be provided with adequate off-street parking to meet its maximum needs.

(B) For single tenant occupied buildings - 1 space for each 1.5 employees including personnel on the next succeeding shift; 1 space for each managerial employee; 1 visitor space for each ten (10) employees. No parking will be permitted in open fields or vacant lots. Parking areas will be designed for the maximum number of employees that may be employed.

h. Green Belts. All green belts and buffers within the Inverness PUD shall be approved by the Inverness Development Control Committee.

i. Supplemental Regulations. Those supplemental regulations of Article VII of the City of Hoover Zoning Ordinance which are not otherwise covered above shall apply to the PI District of Inverness.

Section VI Provisions for Providing Adequate Utilities

Listed below are the provisions and/or plans for providing utilities for the Inverness PUD:

A. Water. The developed areas of Inverness are currently being served by the Water Works Board of the City of Birmingham which has on file a copy of the Inverness Master Development Plan. The mains already installed have been sized to serve the fully developed Inverness area covered under the plan.

B. Power. The area under the Inverness Plan is served by Alabama Power Company.

C. Telephone. Telephone service in the Inverness area is provided by South Central Bell.

D. Sewer. The Inverness PUD is served entirely by the Inverness Wastewater Treatment Plant which is permitted by A.D.E.M. to treat 0.6 MGD. Future plans call for the plant to be expanded to serve the buildout of the Inverness PUD.

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Section VII Protective and Restrictive Covenants of Inverness

The Inverness property may be subjected to protective covenants and deed restrictions which may be imposed by Developer hereafter. It shall be understood that the above mentioned protective covenants and deed restrictions of Inverness shall apply to Inverness regardless of whether or not the City of Hoover elects to make its ordinances, codes and regulations less or more restrictive.

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Section VIII Planned Interim Uses of the Inverness PUD

The Applicant plans temporary or interim uses of the land within the Inverness PUD until such time that the land or area of said interim or temporary land use is permanently developed. All undeveloped parcels and areas within the PUD area shall be subject to temporary or interim use.

The Applicant intends to make use of land for temporary or interim purposes which will not be detrimental to its planned permanent use. All interim uses shall be subject to reasonable regulations by the City of Hoover and no such use shall be operated so as to create a nuisance or damage to any property owner within or adjacent to Inverness.

The planned interim uses are:

A. Plant/landscape nursery(s) for stocking, growing and maintaining plants and necessary landscape equipment garages, tools, and building(s) to be used for the development of Inverness.

B. Construction material storage area(s) to store construction material including dirt, rock, equipment, machinery, etc.

C. Other recreational and conservation use or uses now existing on portions of the Planned Development.

D. Borrow and fill areas for the purpose of mass grading operations on any portion of the Inverness PUD and the preparation of lots/areas in the PUD.

E. Real estate sales or leasing offices.

Section IX Street and Utility Design Standards

Subdivision or Improvement Application Procedure and Approval Process

2.1 Preliminary Plat Approval

A. To obtain approval of a proposed subdivision and/or road plans the applicant shall submit to the Planning and Zoning Commission a preliminary plat and/or road plans, and a vicinity sketch in accordance with the requirements as set out below:

1. The applicant shall submit two (5) copies of the preliminary plat and/or road plans to the City Clerk or any designated reviewing authority for the City at least ten (10) days prior to a regular scheduled meeting of the Planning and Zoning Commission.

2. The applicant shall furnish the City Clerk or designated reviewing authority all plans and information necessary for engineering consideration and approval of the construction of the proposed improvements. Such plans and information shall be certified by a registered professional engineer.

3. All plans and information shall conform with the design standards stated herein unless a variance is granted by the Planning and Zoning Commission or as may be approved with the "Plan" as defined in the City's Zoning Ordinance for PUD Zoning.

B. The Planning and Zoning Commission shall review the preliminary plat and/or road plans in relation to the approved PUD "Plan", approve, approve conditionally, or disapprove such preliminary plat and/or plans at its regular meeting. Based on the type action taken by the Planning and Zoning Commission, the following procedure will be followed:

1. If approved by the Planning and Zoning Commission and the City Council, the applicant may proceed with the construction of any improvements in accordance with the preliminary plat and/or road plans, and other construction plans submitted for approval.

2. If approved conditionally, the conditions and reasons therefore shall be stated and the applicant may be required to submit revisions while proceeding with construction.

3. If the Planning and Zoning Commission should disapprove the preliminary plat and/or road plans, the reason for such actions shall be stated, and if possible, recommendations made of the basis on which the proposed plans would be approved.

4. Failure of the Planning and Zoning Commission to act upon a preliminary plat and/or road plan submission at the next regularly scheduled meeting after said preliminary plat and/or road plan is submitted shall be considered approval of same.

C. Applicant shall provide the Planning and Zoning Commission with a copy of any protective covenants.

Final Plat Approval

A. The applicant shall file with the City Clerk and/or any designated reviewing authority for the city five (5) copies of the final plat and/or road plan at least ten (10) days prior to the date of a regular scheduled Planning and Zoning Commission meeting.

B. All final plats and/or road plans shall have been signed and executed by the owners or their authorized representative, and a Registered Land Surveyor of the State of Alabama, before being filed.

C. The Planning and Zoning Commission shall recommend approval or disapproval of the final plat and/or road plans to the City Council. If the final plat and/or road plans is recommended for disapproval, the reason for such recommendation shall be stated in the records of the Planning and Zoning Commission. The applicant shall be notified in writing within five (5) days of reasons for the recommended disapproval.

D. The recommendation of the Planning and Zoning Commission shall be forwarded to the City Council for final approval or disapproval at the next regular scheduled meeting of the City Council. The applicant shall be allowed to appear before the City Council to make any statements regarding the final plat and/or road plans as necessary. The City Council shall approve or disapprove the final plat and/or road plans. The City Council shall not approve the final plat until it has been notified by its designated representative that either (1) all required improvements have been satisfactorily installed and completed by the applicant, or (2) a bond or irrevocable letter of credit has been posted to secure the same. If the City Council shall disapprove the final plat and/or road plans until reasons for such disapproval shall be stated in writing to the applicant. The applicant shall then be allowed to make such corrections as are necessary and resubmit for approval to the City Council at its next regularly scheduled meeting.

E. Failure of the Planning and Zoning Commission and/or the City Council to act upon a final plat and/or road plans submission at the next regularly scheduled meeting of each body after the submission of said final plat and/or road plans shall be considered approval of same.

2.3 Final Plat Fees and Recording

A. Final Plat Fees. The only fees required to process the final plat will be five (5) dollars per lot to partially defray the expense of recording.

B. Recording Procedure. Upon approval of the final plat and the receipt of recording fees, the City shall have the final plat recorded in the Office of the Judge of Probate of the appropriate county. Such action shall take place within five (5) working days of approval of final plat and receipt of

recording fees. The City shall then provide the applicant with the map book, volume and page number where the final plat is recorded.

3.0 Plat Requirements

3.1 Preliminary Plat

A. Date, North Point, Title, and Graphics Scale. The scale shall be sufficient to accurately portray existing conditions and proposed improvements.

B. Topography: Based on geodetic or U. S. Coast and geodetic sea level datum. Contours shall be at 5' contours.

C. Streets: Rights-of-way and Roadway Widths. Approximately locations and dimensions will be permitted.

D. Other Rights-of-way or Easements: Location, Widths, and Purposes. Approximate block locations and dimensions will be permitted.

E. Lot lines, lot and block numbers and approximate dimensions including building setback lines.

F. Number of sections, township and range with approximate ties to all recognized existing quarter section corners within or close to the proposed subdivision.

G. If any portion of the land of the proposed subdivision is subject to inundation by storm sewers or overflow or ponding of local storm water, or other flooding as indicated on Flood Hazard Boundary Maps published by the U. S. Department of Housing and Urban Development, such fact and portion shall be clearly shown and identified.

H. Any other information that may be necessary for the full and proper consideration of the proposed subdivision.

3.2 Vicinity Sketch

The vicinity sketch or key map in a scale not to exceed 1" = 2,000' shall be shown on or accompany the preliminary plat. It shall show how streets in the proposed subdivision may connect with existing and proposed streets in developed or undeveloped property to produce the most advantageous development of the entire neighboring area.

3.3 Final Plat

The final plat and/or road plans shall be an original drawing in ink or mylar or other equivalent reproducible type paper. This plat shall show the following:

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- A. Tract boundary lines, right-of-way lines of streets, easements, and other rights-of-way and property lines of lots, with accurate dimensions, bearings, deflection angles, radii, archs, and central angles of all curves.
- B. The name and right-of-way width of each street and other rights-of-way.
- C. Location, dimensions, and purposes of any easements.
- D. Number to identify each lot or site.
- E. The minimum building setback line, if any, on all lots and other sites as may be required by applicable zoning regulations.
- F. Reference to recorded subdivision plats of adjoining platted land by map book volume and page number.
- G. Title, graphic scale, written scale, north point, and date, together with a land tie to the quarter section or quarter sections in which the subdivision is located based on the government survey of the area.
- H. Space for the approvals by the following:
Chairman, Planning and Zoning Commission of City
City Clerk
Appropriate Count Health Officer and/or Sanitary Engineer
- I. Space for name and signature of the owners or their authorized representative, a registered land surveyor with their respective registration number, and notarization of these signatures.
- J. Must conform with any rules and regulations of the State of Alabama governing land surveying and/or land surveyors.
- K. The following statements shall be shown on each final plat submitted for approval.

STATE OF ALABAMA
COUNTY OF _____

The undersigned, _____, Registered Land Surveyor, State of Alabama, and _____, Owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said Owner; that this plat or map is a true and correct map of lands shown therein and known as _____ showing the subdivisions into which it is proposed to divide said lands, giving the length, and angles of the boundaries of each lot and its number, showing the streets, alleys and public grounds, giving the length, width and name of each street, as well as the number of each lot and

block, and showing the relations of the lands to the government survey; and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circles on said plat or map.

RESOLUTION:

Be it resolved by the Mayor and the City Council of the City of Hoover, Alabama, that the assent of this body be, and the same hereby is given to the dedication of the streets, alleys and Public Grounds as shown on this plat or map, which said plat or map is certified to have been made by _____, as surveyor, at the instance of _____, as _____, and has been exhibited to this Council, said plat or map being further identified by a recital of the approval of this Council, signed by the City Clerk, of even date herewith. But this shall not be construed as an assumption of dominion by the City of Hoover over any street, alley or public grounds shown on said plat or map or impose liability upon the City of Hoover for the upkeep of same.

I _____, City Clerk of the City of Hoover, Alabama, hereby certify the foregoing to be a true and correct resolution that the Mayor and City Council of the City of Hoover, Alabama, have duly adopted at a meeting of said Council on this the _____ day of _____, 19____.

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4.0 Design Standards

These Design Standards shall apply to all subdivisions and public improvements of Inverness.

4.1 Road Standards. The proposed street layout shall be made according to good land planning practice for the type development proposed and shall be coordinated with the street systems of the surrounding areas. All streets must provide for reasonable means of ingress and egress of the land they are designed to serve.

A. Local streets shall conform to the following standards:

1. Unless the Developer can show just cause for a reduced minimum right-of-way (i.e. restrictive land configuration, extreme topographic problems, etc.), the minimum width of right-of-way shall be fifty (50) feet. All utilities shall be accommodated in the right-of-way or by separate easement.

2. Minimum pavement width of twenty-two (22) feet. (See attached Exhibit A.)

B. Collector streets shall conform to the following standards:

1. Unless the Developer can show just cause for a reduced minimum right-of-way (i.e. restrictive land configuration, extreme topographic problems, etc.), the minimum width of right-of-way shall be fifty (50) feet. All utilities shall be accommodated in the right-of-way or by separate easement.

2. Minimum pavement width of twenty-two (22) feet for residential, twenty-four (24) feet for commercial and twenty-eight (28) for main thoroughfares.

C. All roads shall be crowned in the center and have a 1/4 inch per foot slope. (See attached Exhibit A.)

D. Design Speeds: Roads shall be designed for the following speeds: Local roads - 30 mph; collector roads - 35 mph.

E. Minimum stopping sight distance shall be as follows:

<u>Design Speed</u>	<u>Required Stopping Sight Distance</u>
20	150
25	175
30	200
35	230
40	275
45	310
50	350
55	415

F. Minimum Radius of Curvature:

<u>Design Speed</u>	<u>Required Radius in Feet</u>
20	150
25	175
30	250
35	375
40	550
50	850
55	1000

G. Corner Sight Distance: Corner sight distance is measured from a point on the minor road 15.0 feet from the edge of the major road pavement and measured from a height of 3.75 feet on the minor road to an object 4.5 feet above the surface of the major road.

<u>Design Speed</u>	<u>Required Sight Distance in Feet</u>
20	200
25	250
30	300
35	350
40	400
45	450
50	500
55	550

H. Grades:

1. Grades of all roads shall comply with good engineering practice. Road grades shall not exceed twenty (20) percent or be less than one half percent (0.5).

2. Grades approaching intersections shall not exceed five (5) percent equivalent grade for a distance of not less than 100 feet from the centerline of said intersection.

3. Cul-de-sac: The maximum equivalent grade on the centerline of the cul-de-sac shall not exceed seven (7) percent and the maximum equivalent grade on the cross slope of a cul-de-sac turn around shall not exceed seven (7) percent. The maximum combined grade shall not exceed ten (10) percent.

I. Intersections:

1. Road alignment shall be designed to eliminate sharp curves and street jogs. Roadway intersections which offset less than 125 feet between centerlines shall be approved by the appropriate reviewing authority and the Planning and Zoning Committee.

2. Roads shall intersect as nearly at right angles as possible and in no case at an angle of less than sixty (60) degrees.

3. Minimum curb radius at all intersections shall be at least twenty-five (25) feet.

J. Curb and Gutters:

All curb and gutter, and valley gutter shall be designed in accordance with the attached standards. (See Page 46)

K. Base Material:

Six (6) inches of compacted dense graded aggregate (DGA) or approved equivalent shall be required on all road beds. A minimum of ninety-five (95) percent compaction for base material in accordance with ASTM D 698 (standard procter density) will be required. (See Page 45)

L. Pavement:

All asphalt roads shall have a minimum pavement thickness of two (2) inches. The two (2) inches shall consist of a one (1) inch asphalt binder layer equivalent to the Alabama Highway Department Standards and a one (1) inch asphalt wearing layer equivalent to the Alabama Highway Department Standards. (See Page 45) Other pavement materials such as concrete, stone pavers, concrete pavers and brick pavers shall also be allowed.

M. Cul-de-sacs:

No maximum length of cul-de-sacs shall be set forth under these standards. Cul-de-sacs shall terminate in a circle with a right-of-way radius of not less than fifty (50) feet and an outside gutter radius of not less than forty (40) feet. A minimum of twenty-two (22) feet of pavement shall be maintained around the cul-de-sac. Cul-de-sacs with planted areas in the center shall be allowed under these standards. A right-of-way radius of not less than fifty (50) feet and an outside gutter radius of not less than forty-five (45) feet shall be required if a cul-de-sac is to be used for a school bus turn around.

Section 4.2 Drainage and Storm Sewers

A. Intent

All preliminary plats and/or roads plans shall make adequate provision for storm and flood water run-off. The storm water drainage system shall be separate and independent of any sanitary sewer system. Storm sewers, where required shall be designed in accordance with a currently acceptable method and sound engineering practice. Adequate information shall be shown on the plans for review of the storm design.

B. Inlets

Inlets shall be provided so that surface water is not carried for a distance of more than six hundred fifty (650) feet in the gutter. Inlets, both curb and surface, and junction boxes shall be designed in accordance with the attached standards. (See Pages 47, 48 and 49)

C. Design Flood

Drainage facilities shall be designed for a twenty-five year (25) year rainfall event, except for major drainageways which shall be based on a one hundred (100) year rainfall event. If any structure is to be located within an area subject to State or Federal jurisdiction, then the design flood frequency will be in accordance with their requirements. Design calculations shall be based on future probable development of the entire area to be served or developed. A major drainage way is defined as having a drainage area of fifty (50) acres or more.

D. Areas subject to periodic flooding or excessive flows or surface runoff will not be acceptable for building development unless necessary provisions are made to eliminate such flooding.

E. No plat and/or road plans shall shed storm runoff water, either as surface runoff or as an outfall from storm sewage structures, onto adjoining land unless such runoff is contained within an existing drainage easement, ditch, structure, or right-of-way. The disposal of storm water runoff shall not cause an adverse effect on adjacent property. Storm runoff shall not be diverted from one drainage basin into another. Sedimentation and erosion control measures shall be installed as required by Developer.

F. Storm Pipes - Storm pipe specifications are as follows:

1. Driveway and side drain pipe shall be reinforced concrete for all pipe sizes.
2. Cross drain and culvert pipe shall be reinforced concrete for all pipe sizes.
3. Storm drains and culvert pipe shall be reinforced concrete for all pipe sizes.

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Section 4.3 Easements

A. Drainage Easements

Where a subdivision is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially to the lines of such water course, and of such width and construction or both as will be adequate for the purpose. When drainage facilities are not within the road rights-of-way, perpetual unobstructed easements at least fifteen (15) feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be carried from the road to a natural water course or to other drainage facilities.

B. Sanitary Sewer Easements

Easements for sanitary sewer lines shall be a minimum of fifteen (15) feet in width.

C. Utility Easements

Easements for utilities including but limited to gas, water, power and telephone shall be provided as necessary. These easements shall not be less than five (5) feet in width and shall have access easements to the road right-of-way and in all cases the widths of these easements will be coordinated between the Developer and the appropriate utility.

Section 4.4 Sanitary Sewer Standards

A. These design criteria are not intended to cover extraordinary situations. Deviations will be allowed and may be required in those instances where considered justified by the Planning and Zoning Commission and/or the City Council and/or the Developer.

B. Sanitary sewer lines and manholes shall be designed in accordance with the following sanitary sewer standards.

1. All materials used in the construction of sewers shall be new and unused when delivered to the work and shall be suitable for installation and operation under the conditions for which they are to be used.

2. Poly Vinyl Chloride (PVC) sewer pipe and fittings shall conform to the requirements of ASTM Specification D 3034, or D 3033. Wall thickness shall be SDR 35. Joints shall be integral bell and spigot type with compression type rubber gaskets. Saddle type fittings are acceptable.

3. Designated sanitary lines shall be ductile iron pipe conforming to the requirements of ANSI Specification A21.51.

Ductile iron pipe shall be of the ANSI Standard Thickness Code 50 in accordance with ANSI Specifications A21.4;

The interior of the pipe shall be lined with bituminous material conforming to ANSI Specification A21.51. The exterior of the pipe shall be coated with a bituminous coating of either coal-tar or asphalt base, in accordance with ANSI Specification A21.51.

Fittings for ductile iron pipe shall be Pressure Rating Class 150. Fittings shall be either ductile iron or gray iron. Fittings shall conform to the requirements of ANSI Specifications A21.10, and A21.11 as applicable. Fittings unless otherwise specified or indicated on the drawings shall be push-on joint or mechanical joint corresponding to the jointing of the pipe used.

The interior of all fitting shall be lined with a bituminous material conforming to ANSI Specification A21.4. The exterior of all fitting shall be coated with a bituminous coating of either coal-tar or asphalt base in accordance with ANSI Specification A21.10.

Mechanical Joint: Mechanical joint pipe fittings shall be in accordance with ANSI specification A21.51, A21.10, and A21.11, as applicable.

Push-on-Joint: Push-on-joint pipe fittings shall be in accordance with ANSI Specifications A21.51, A21.10, A21.11, as applicable.

4. Precast Reinforced Barrels, Bases and Cones: Precast manhole barrel, base, and cone sections shall be of the dimensions indicated on the drawings or required and shall meet the latest requirements of ASTM Des. C-478. Barrels shall be forty-eight (48) inch, machine made, tongue and groove risers. Manhole steps shall be cast into the riser at intervals as indicated. Joints shall be a compression type o-ring gasket joint or an approved equal. The gasket material shall be in conformity with the latest requirements of ASTM Des. C-361, Section 5.9.

As an alternative to the o-ring gasket, the Developer may use a preformed plastic sealing compound in rope form, meeting the requirements of Federal Specifications SS-S-00210, installed in accordance with the manufacturer's direction.

5. Pipe Laying - Pipe shall be laid using the batter method or laser equipment.

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6. Backfill.

All trenches shall be backfilled immediately after pipe is installed. Backfill material shall be clean earth, sand rock dust or other approved material. Such backfill shall be placed in layers not exceeding one (1) foot in depth and shall be thoroughly compacted before additional layers are placed. Tamping and compaction shall be done so that equipment will not contact or damage the pipe, and so that the compaction equipment is not used directly over the pipe until sufficient backfill has been placed over the pipe to insure that the pipe will not be damaged. Compaction shall be 95% of Standard Proctor in accordance with ASHO T99 (latest revision).

7. Wyes and Tees.

Wye and Tee branches shall be installed in sanitary sewer lines at all points shown on the plans or specified herein. If such branches are not to be used immediately they shall be closed with clay, concrete, or plastic stoppers with joints as specified for the sewer pipe.

If the work consists of the construction of a sewer that is to replace an existing sewer all of the existing service lines shall be connected to the new line.

Wyes and tees shall be of the same material and strength as the sewers on which they are installed.

8. Connections to Existing Sewers.

Connections to existing manholes shall be made by cutting a hole in the wall of the existing structure, inserting a length of sewer pipe into the hole filling around same with concrete or mortar and troweling the inside and outside surfaces of the joint to a neat finish.

C. Due to the topography of Inverness, it is recognized that lift stations or a series of lift stations may be employed in order to transport the sewage from one location to another. These stations will be designed in accordance with good engineering practice. Portable or truck mounted generators shall be an acceptable method of providing standby power for lift stations.

D. The use of innovative design and materials will be considered for use by the Planning and Zoning Commission of their proven qualities.

E. Inspection and testing of sewer mains and laterals is the responsibility of the Sanitary Sewer Plant Owner and /or the City Building Inspector.

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Section 4.5 Miscellaneous Standards

A. All installation of utilities, including service lines or other crossings under the roadway prism, should be backfilled with coarse sand or fine 1/4 inch limestone. This will not apply to the installation of storm drainage or sanitary sewer mains or laterals installed during the initial construction of the roadway.

B. Open cuts will not normally be allowed on any Inverness roads after the wearing surface has been installed. Open cuts of the road after the wearing surface has been installed will be considered as a deviation from normal procedure and will be considered on a case by case basis.

5.0 Completion, Maintenance, and Bonding of Improvements

A. Completion of Improvements

Before the final plat is signed by the City Council, the applicant shall be required to complete and/or post bond or irrevocable letter of credit to complete same, in accordance with the Planning and Zoning Commission's decision, all the street, sanitary and other improvements including lot improvements on the individual lots of the subdivision as required in these regulations, specified in the final subdivision plat, and to dedicate same to the local government, free and clear of all liens and encumbrances on the property and public improvements thus dedicated.

B. Performance Bond

1. The City Council in its discretion may waive the requirement that the applicant complete all improvement prior to the signing of the final plat, and that, as an alternative, the applicant post a bond or irrevocable letter of credit at the time of application for final approval in an amount estimated by the City Council as sufficient to secure to the local government satisfactory construction, installation, and dedication of the incompletd portion of required improvements.

2. Such performance bond or irrevocable letter of credit shall comply with all statutory requirements and shall be satisfactory to the local government attorney as to form, sufficiency and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the City Council and the resolution approving the final subdivision plat shall be incorporated into the bond and shall not in any event be less than six (6) months or greater than two (2) years from date of final approval. The wearing surface may be left off on roads for a period not to exceed two years if requested by Developer.

C. Release or Reduction of Performance Bond

1. The City Council will not accept dedication of required improvements, nor release nor reduce a performance bond, until it has been certified that all required improvements have been satisfactorily completed. Upon such certification, the City Council shall accept the improvements for dedication in accordance with the following procedure. Upon notification to the City by the applicant that all improvements have been completed (except for the wearing surface as set forth below) the City's representative shall inspect said improvements and approve or approve with exceptions, in writing within fifteen (15) days, the required improvements. If approved, the one year maintenance period begins on the date of such approval. If approved with exceptions the City must notify the applicant in writing of said exceptions and upon completion of the listed exceptions the applicant shall again notify the City that all improvements including exceptions have been completed. The City's representative will again inspect said improvements and approve or approve with exceptions, in writing within fifteen (15) days. The same approval procedure as set forth above will be followed until all such exceptions have been satisfactorily completed.

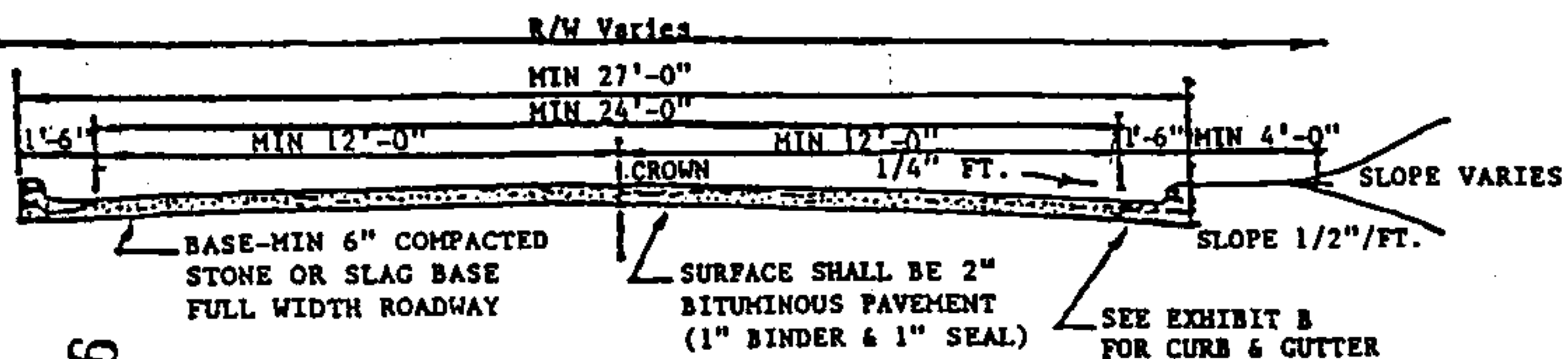
2. Reduction of Performance Bond

The performance bond or irrevocable letter of credit shall be reduced upon actual completion of public improvements and then only to the ratio that the public improvements completed bears to the total public improvements for the plat.

D. Maintenance of Improvements

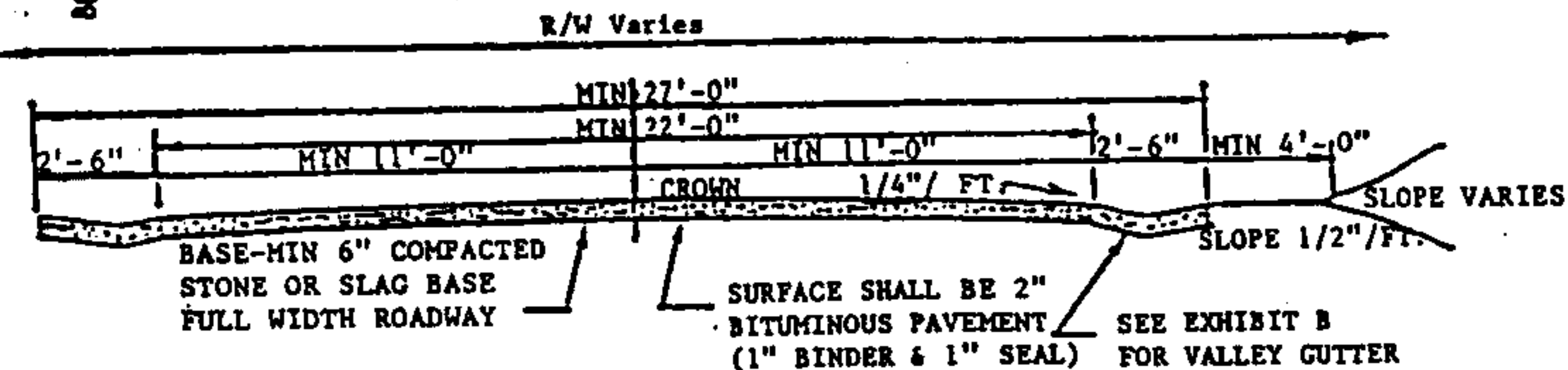
1. The applicant shall be required to maintain all improvements within the road right-of-way for a period of one year after the acceptance by the City Council of said improvements. The applicant shall be allowed to leave the wearing surface off until the majority of construction activity has been completed in the platted area. After the installation of the wearing surface, a three-month maintenance period shall be required on the wearing surface only.

TYPICAL PAVING DETAILS



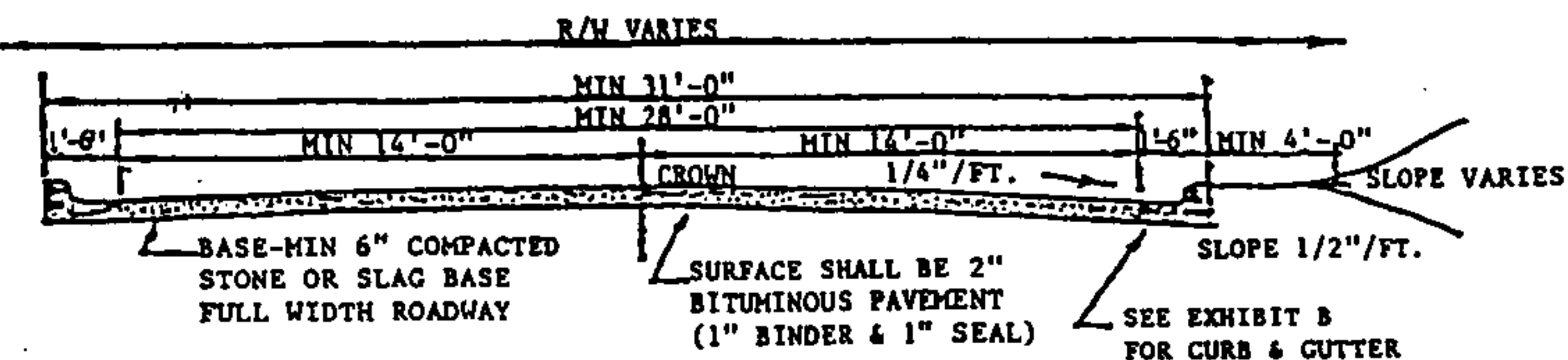
TYPICAL SECTION WITH CURB AND CUTTER

LOCAL STREET



TYPICAL SECTION WITH VALLEY GUTTER

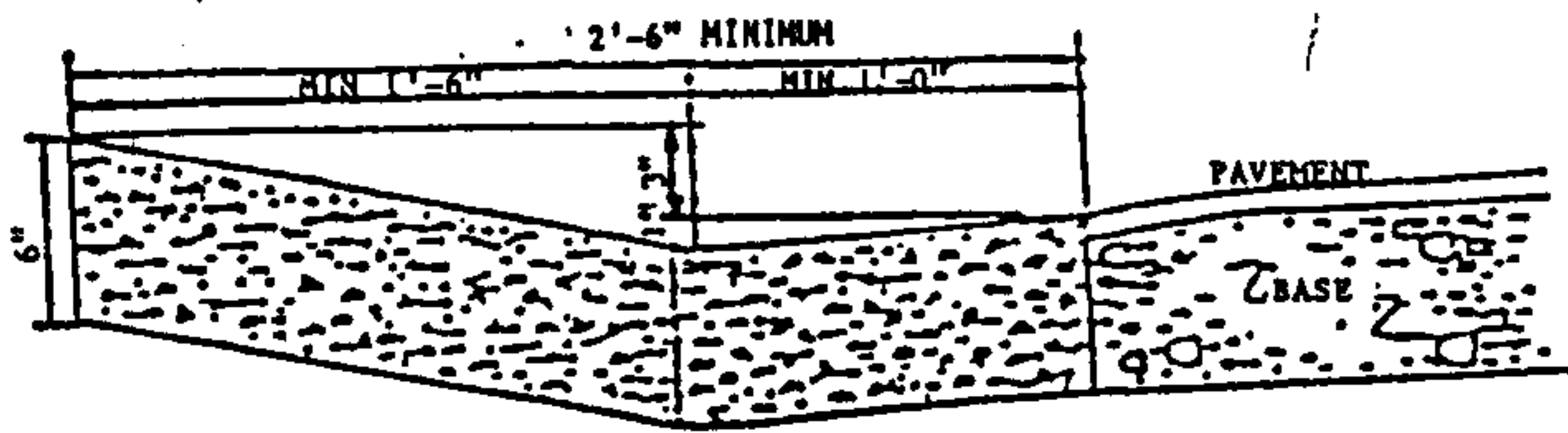
COMMERCIAL STREET



TYPICAL SECTION WITH CURB AND CUTTER

MAIN THOROUGHFARE

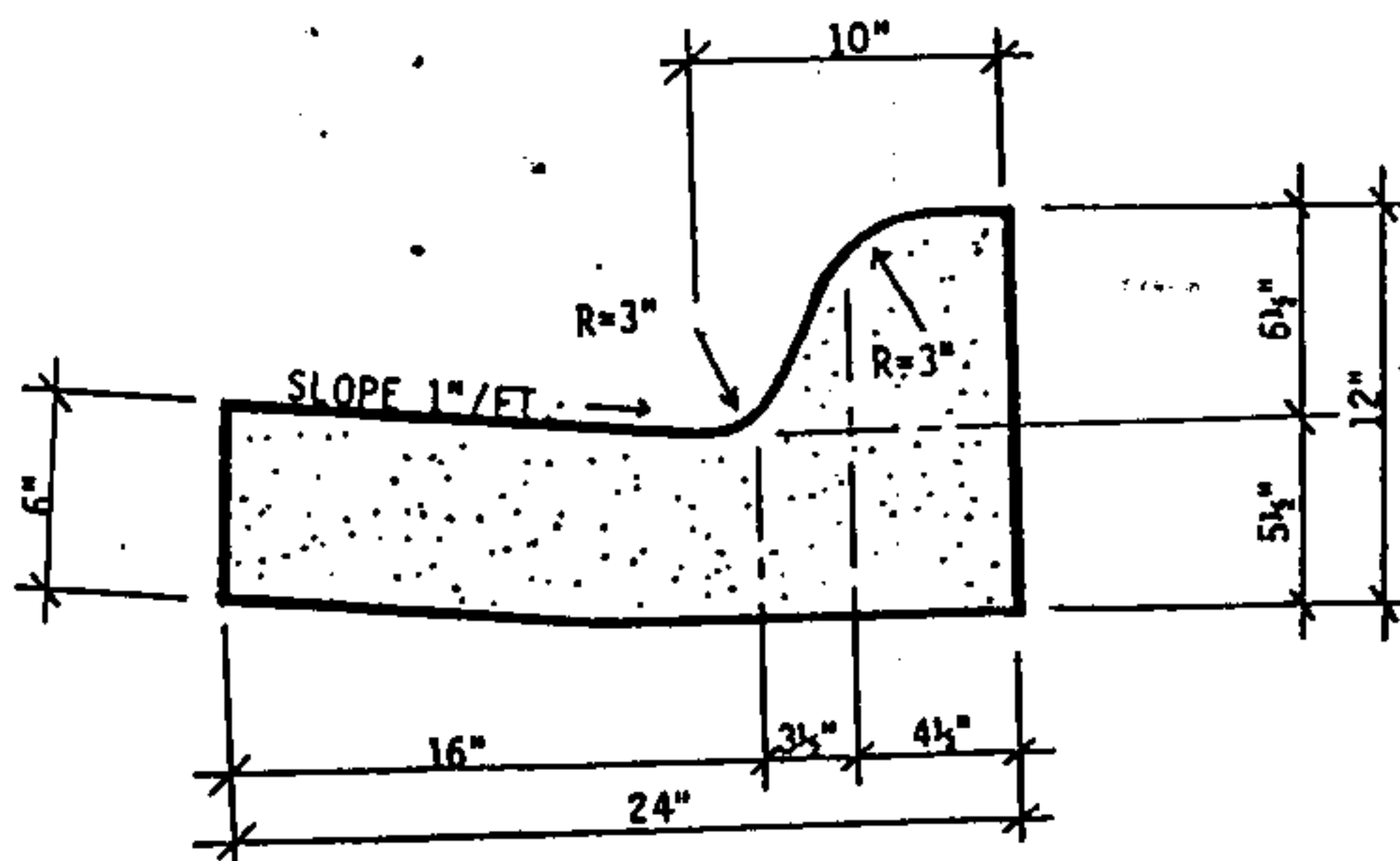
INVERTNESS DETAILS



CONCRETE VALLEY GUTTER

HTS

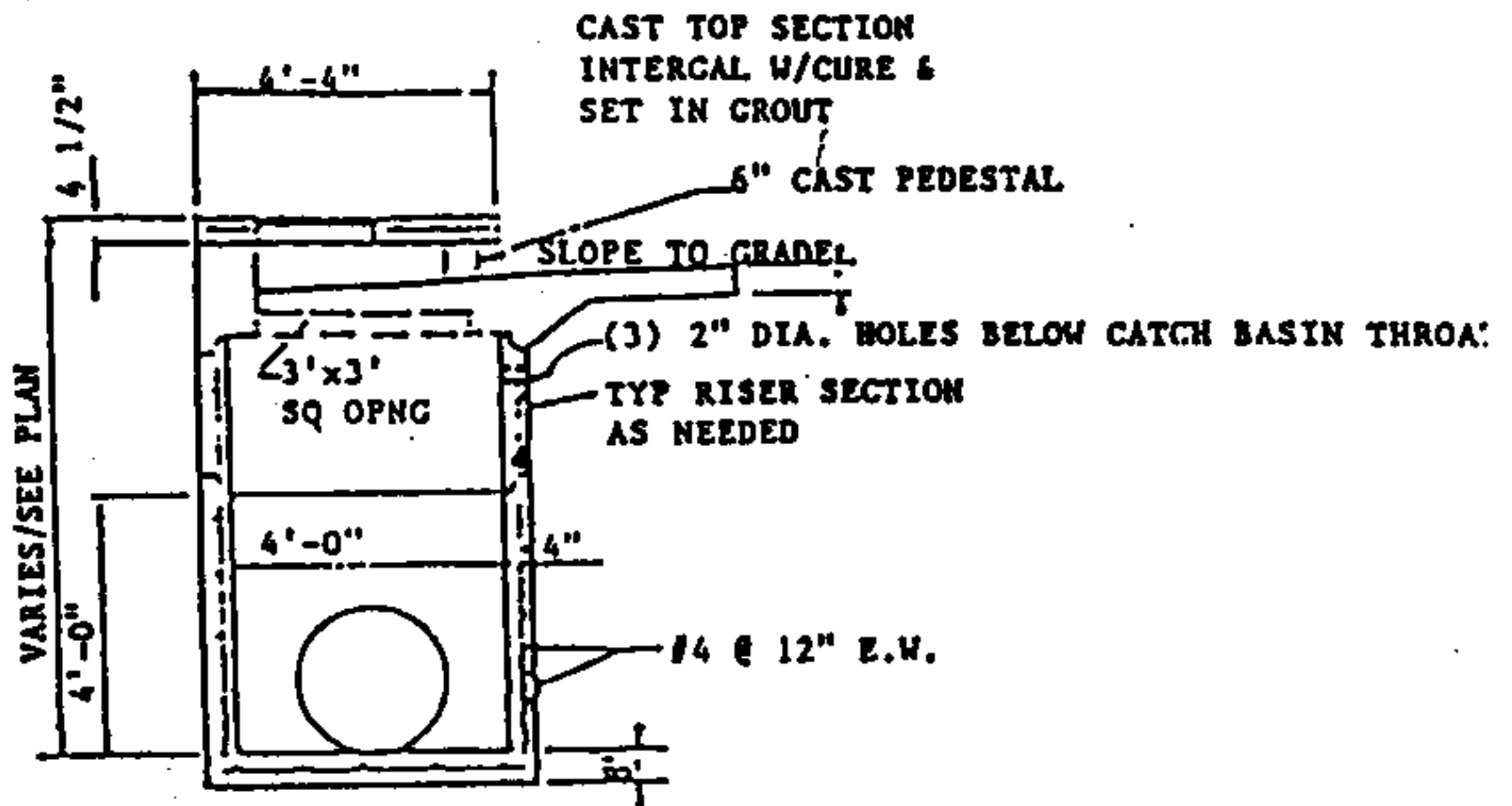
BOOK 327 PAGE 97



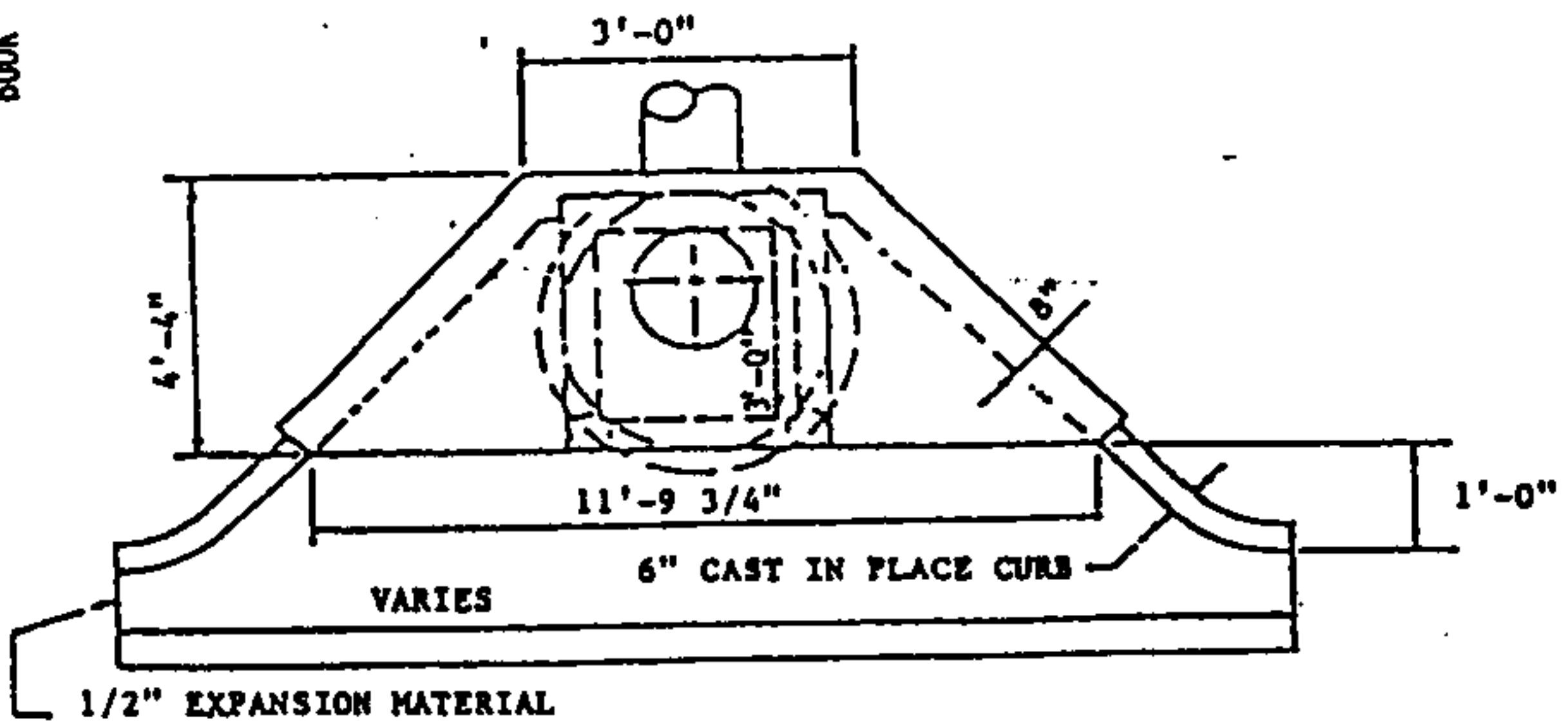
CONCRETE CURB AND GUTTER

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INVERNESS DETAILS



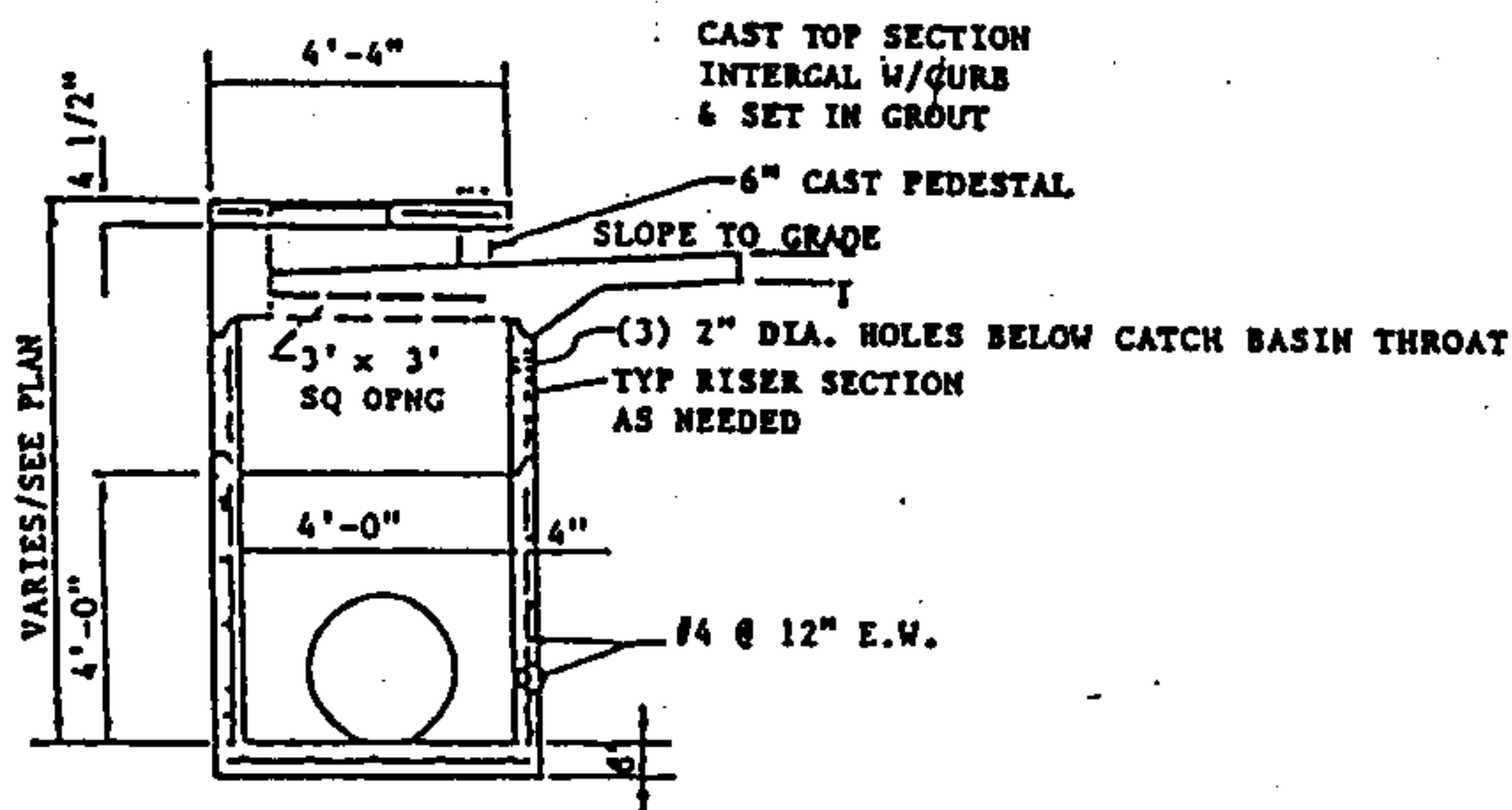
C R O S S S E C T I O N



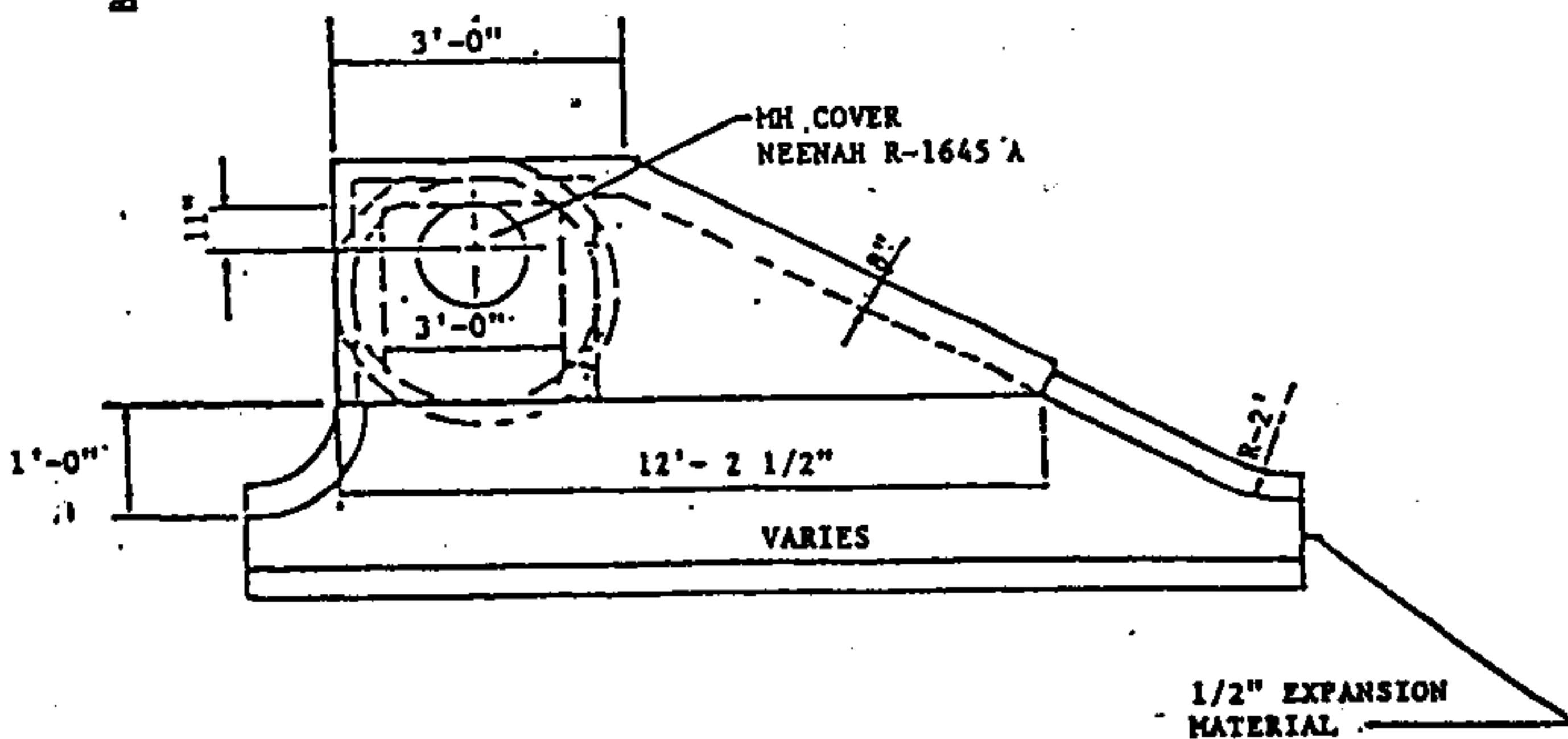
TOP

DOUBLE WING CATCH BASIN DETAIL

INVERNESS DETAILS

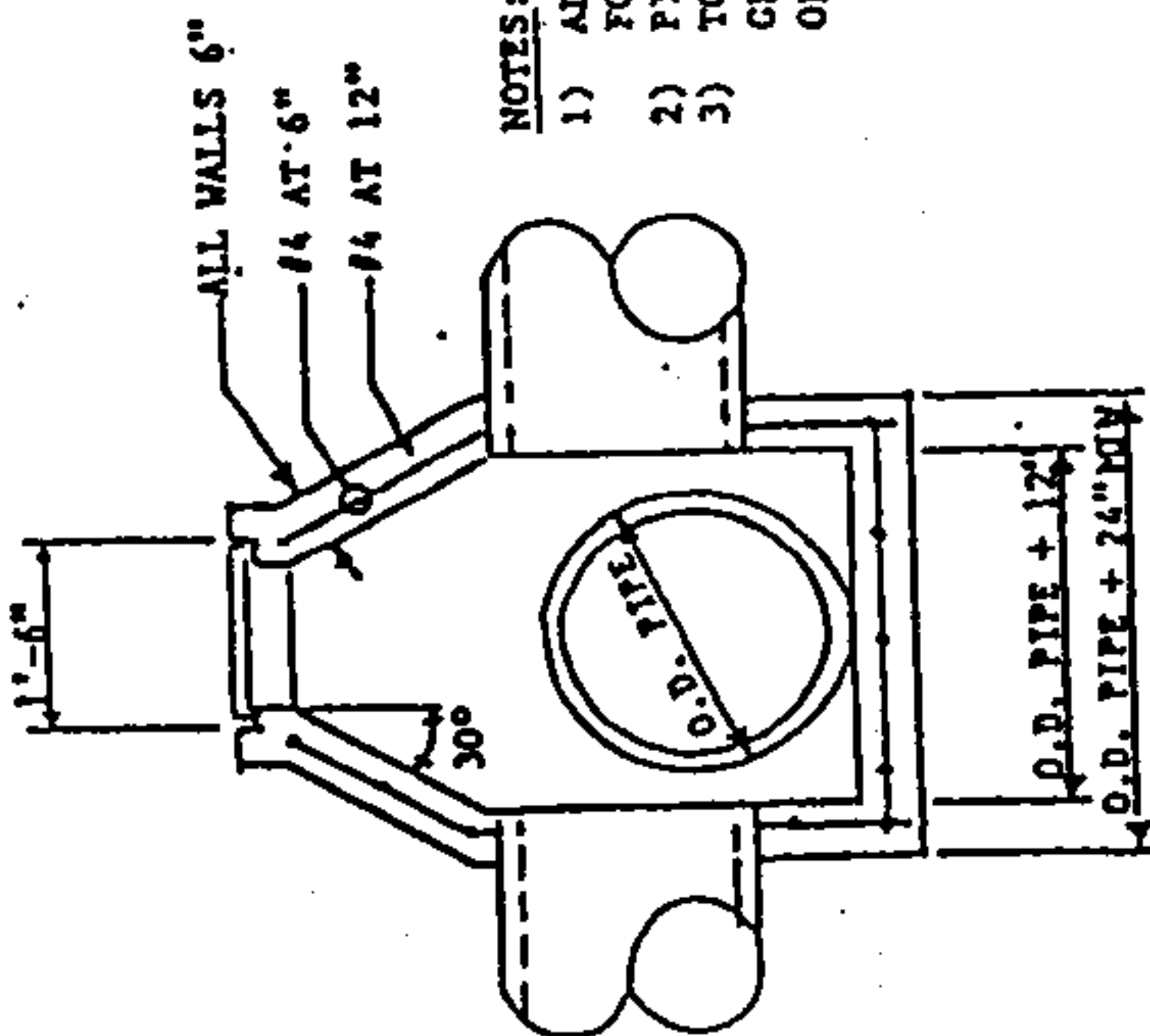


CROSS SECTION

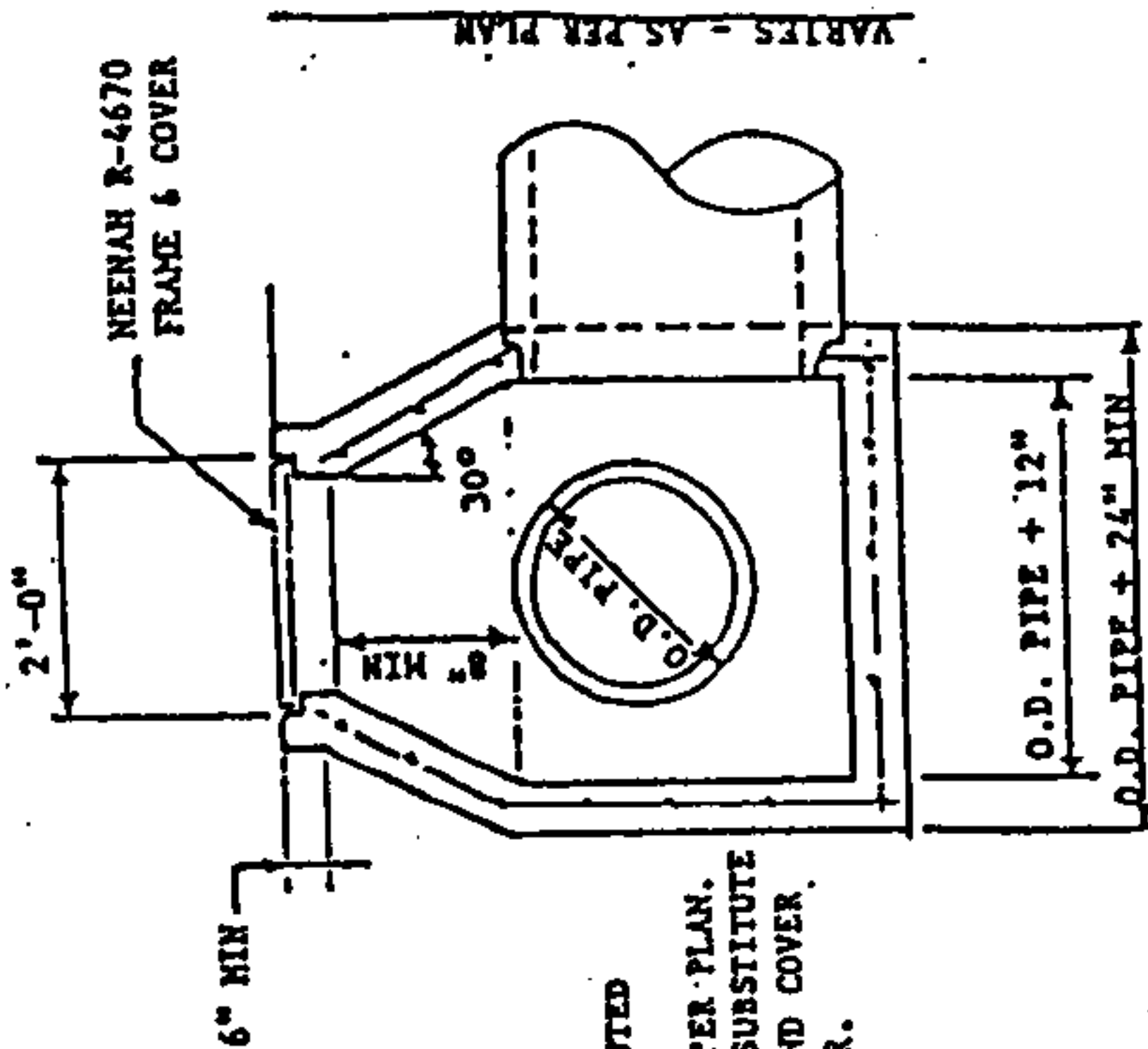


TOP

SINGLE WING CATCH BASIN DETAIL



FRONT VIEW



SIDE VIEW

VARIES - AS PER PLAN

NOTES:

- 1) ALL WALLS MAY BE SUBSTITUTED FOR BRICK.
- 2) PIPE LOCATIONS TO BE AS PER PLAN.
- 3) TO USE AS JUNCTION BOX, SUBSTITUTE GRATE WITH SOLID FRAME AND COVER OR PRECAST CONCRETE COVER.

JUNCTION BOX DETAIL

SIGNAGE STANDARDS

The intent of these Signage Standards is in keeping with the general character and planning objectives of the Inverness Planned Development as a whole. These Standards shall be controlled by the Inverness Development Control Committee (IDCC). The IDCC shall permit a more flexible and consequently a more creative and imaginative signage design (than allowed by the City of Hoover Zoning Ordinance) in order to achieve a unique community character. The signage characteristics will compliment both the residential and commercial areas in different means but will harmonize with each other. In order to maintain the community character, all existing traffic signage (including, but not limited to stop, speed, no-thru traffic, directional, divided median, etc. signs) and future signage programs shall be replaced in kind. In the future, these signage standards may be modified by the IDCC. All existing promotional signage (including, but not limited to directional, informational, billboards, identifiers, etc.) and future such signage shall be approved by the IDCC. All signage will be reviewed and approved by the IDCC for content and placement within the Inverness PUD, including those within the street and road right-of-way locations. Signage shall not be placed in a location which would obstruct a vehicles line of sight.

INVERNESS COMMERCIAL/RETAIL SIGNAGE

Signage Specifications:

1. Optima Semi-Bold Lettering.
2. Inverness Green Paint - Mix 2 Gallons of Glidden Medium Green Paint and 1 Gallon of Glid - Guard Black Paint (Glidden). Three gallons are necessary for the color to be correct.
3. Posts that are 2" x 3" x 1/8" thick aluminum tube posts unless otherwise noted. All exposed metal surfaces receive Inverness Green polyurethane finish.
4. Pages 62 & 63 attached as standards for all signs - these must be read.

1. Median Sign

- a. Backplate is 34" x 34".
- b. Sign is 24" x 30".
- c. Post is 4' - 2" from ground to base plate bottom.
- d. Backplate & Post primed and coated Inverness Green.
- e. Sign has small white strip on outside, Inverness Green strip inside of this and then a white background with median symbols & arrows Inverness Green.
- f. Sign support post to extend minimum of 3' below grade.
- g. Refer to page 61 for details.



INVERNESS COMMERCIAL/RETAIL SIGNAGE

2. No Parking Tow Away Zone

- a. Backplate is 30" x 30".
- b. 3" letters.
- c. 4' - 6" from ground to base plate bottom.
- d. Letters to be white reflective.
- e. Place post 32" behind back of curb when installed.
- f. Sign support post to extend minimum of 3' below grade.
- g. See pages 56, 57 and 59.

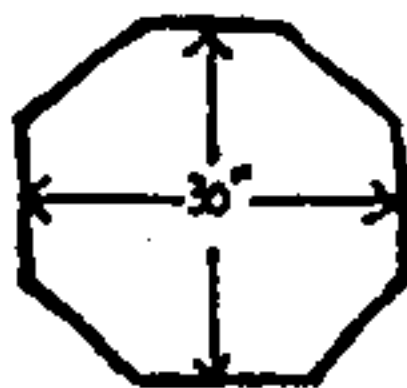
BOOK 327 PAGE 103



INVERNESS COMMERCIAL/RETAIL SIGNAGE

3. Stop Sign

- a. Backplate is 34" x 34".
- b. Sign copy to conform to Alabama Department of Transportation Standards.



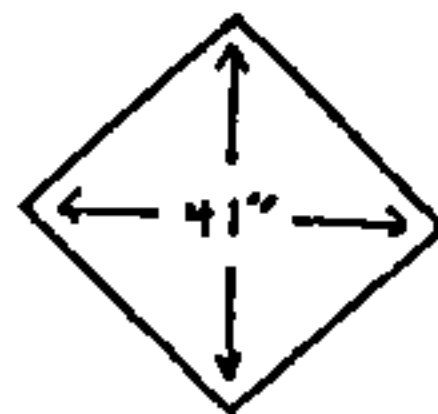
- c. Post height 4' - 2" from bottom of backplate to ground.
- d. Place post 32" behind back of curb when installed.
- e. Sign support post to be minimum of 3' - 0" below grade.
- f. Refer to pages 60 and 61 for details.



INVERNESS COMMERCIAL/RETAIL SIGNAGE

4. Stop Ahead Sign

- a. Backplate is 44" x 44".
- b. Sign size is:



- c. Sign support system to be minimum of 3' below grade.
- d. Place post 32 " behind back of curb.
- e. See pages 59 for details.



INVERNESS COMMERCIAL/RETAIL SIGNAGE

Traffic Control Signs

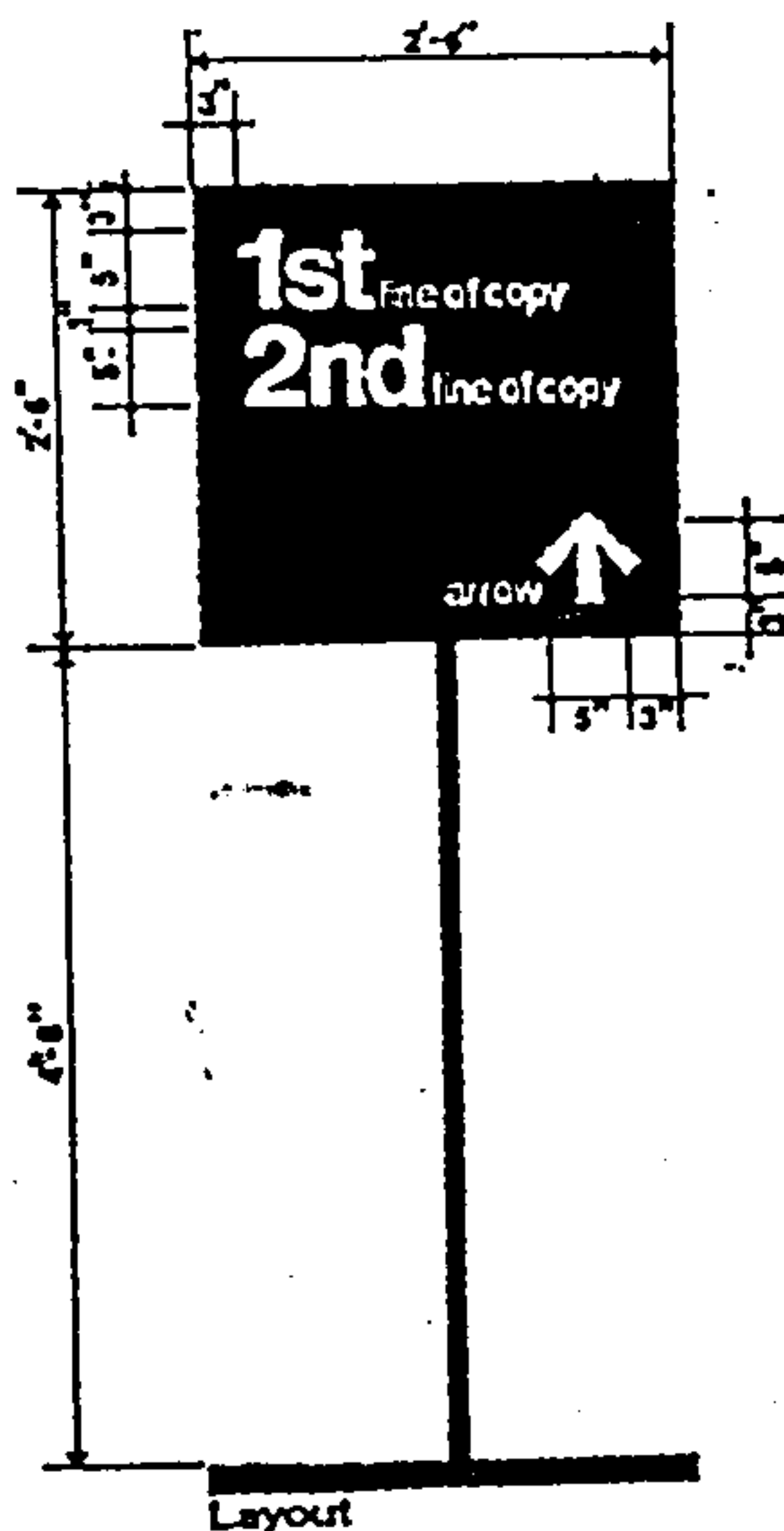
Traffic Control Signs give information and directions to vehicular traffic within Inverness Commercial/Retail Areas.

Most traffic control signs consists of an aluminum plate sign face attached to a metal stanchion. Both are painted Inverness Green. Typography and arrows will be die-cut from reflective adhesive-backed plastic and applied to the sign face

The illustration on this page depicts the layout and dimensions of a standard traffic control sign with a maximum of two lines of copy. The next page contains examples of traffic control messages which appear on this type of sign.

Two lines of copy are not sufficient to express all traffic control messages. Page 57 depicts the layout and dimensions of the standard traffic control sign with three to five lines of copy. Page 56 contains examples of messages which appear on this type of sign.

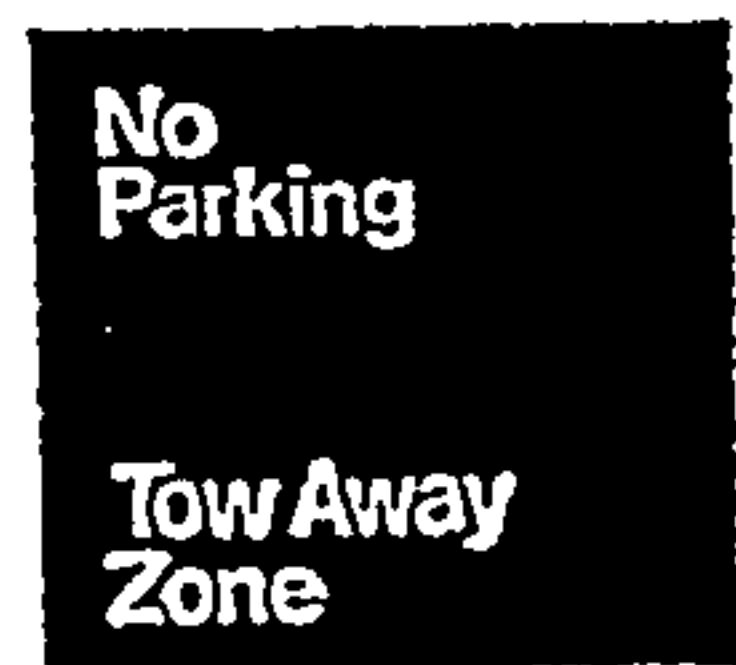
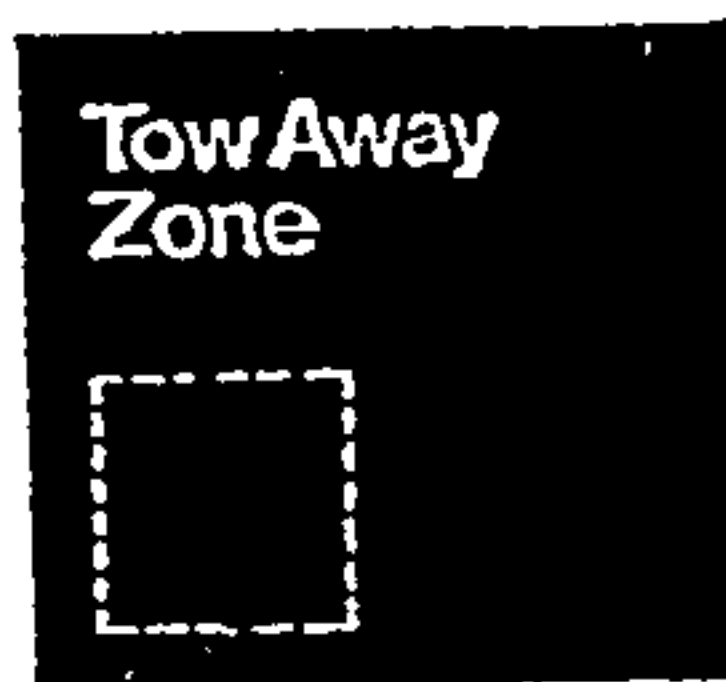
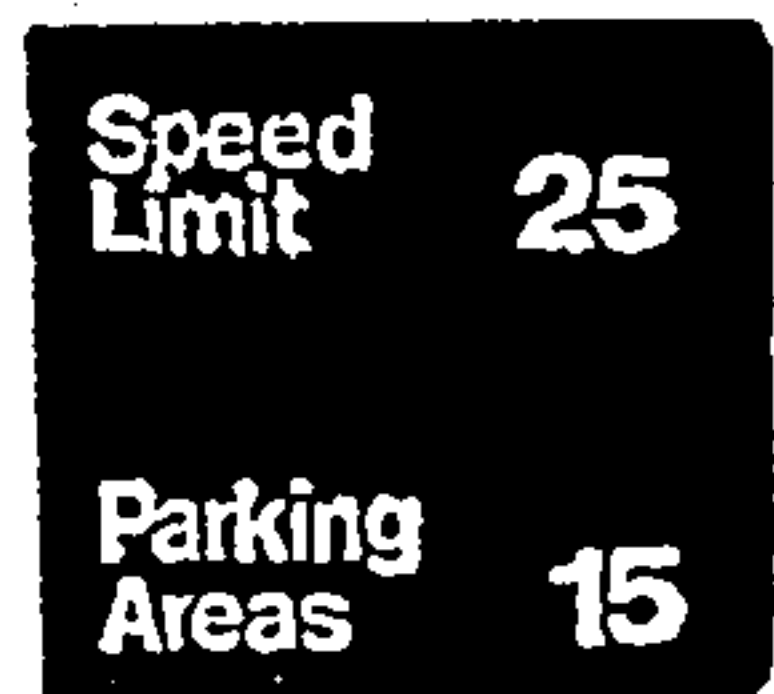
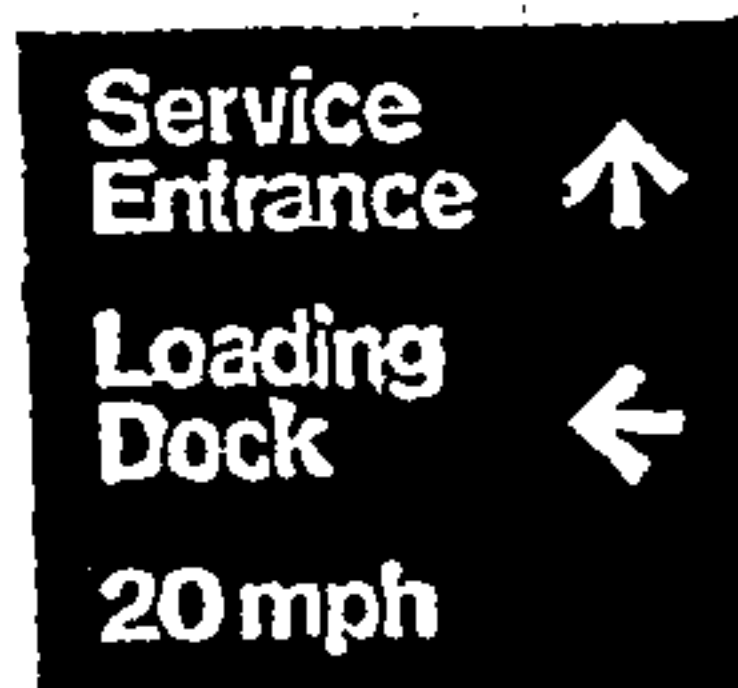
Alternates to these standard copy layouts also appear in the following pages.



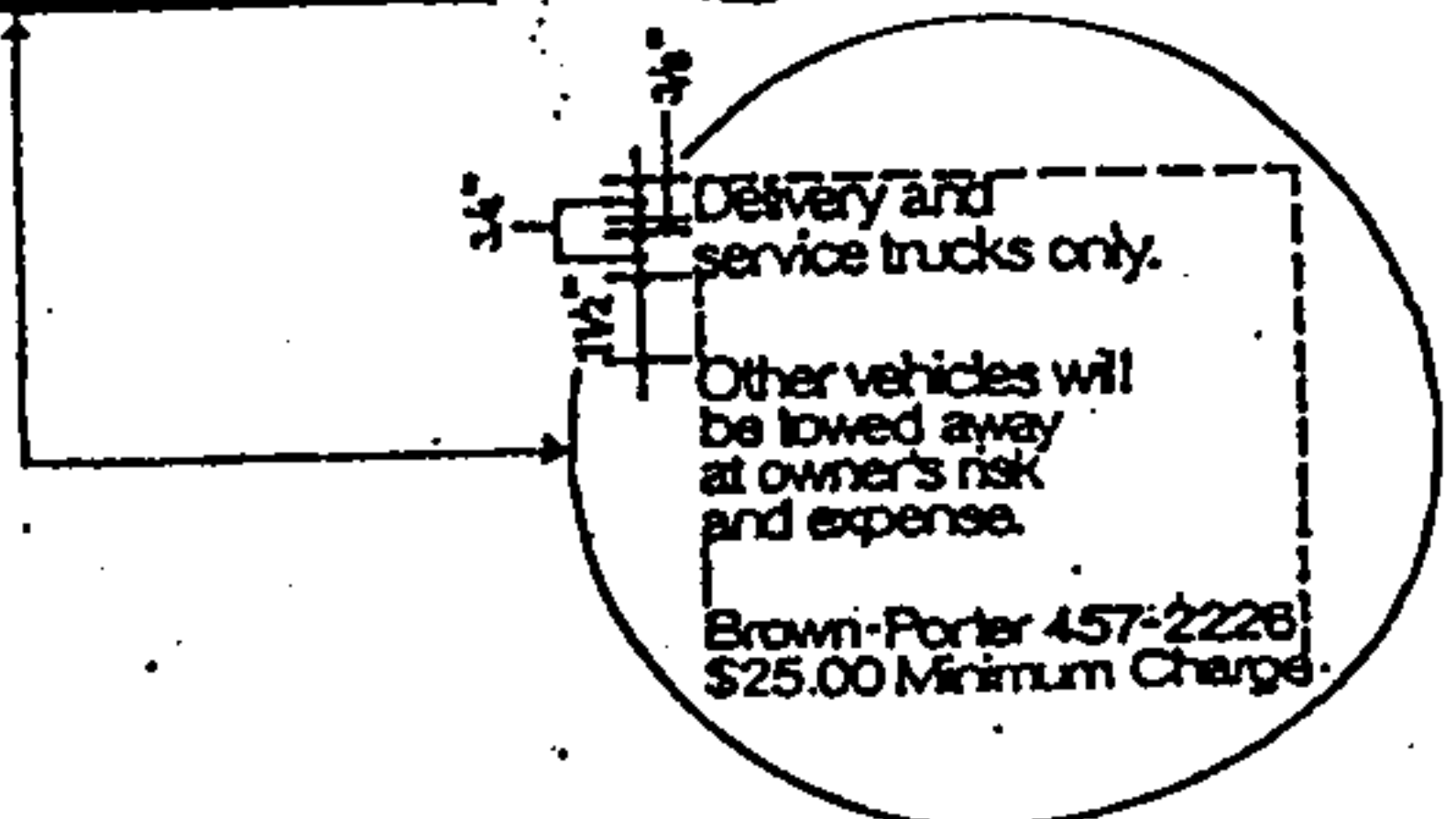
INVERNESS COMMERCIAL/RETAIL SIGNAGE

Traffic Control Signs

EXAMPLES: THREE-FIVE LINES COPY



BOOK 327 PAGE 107



INVERNESS COMMERCIAL/RETAIL SIGNAGE

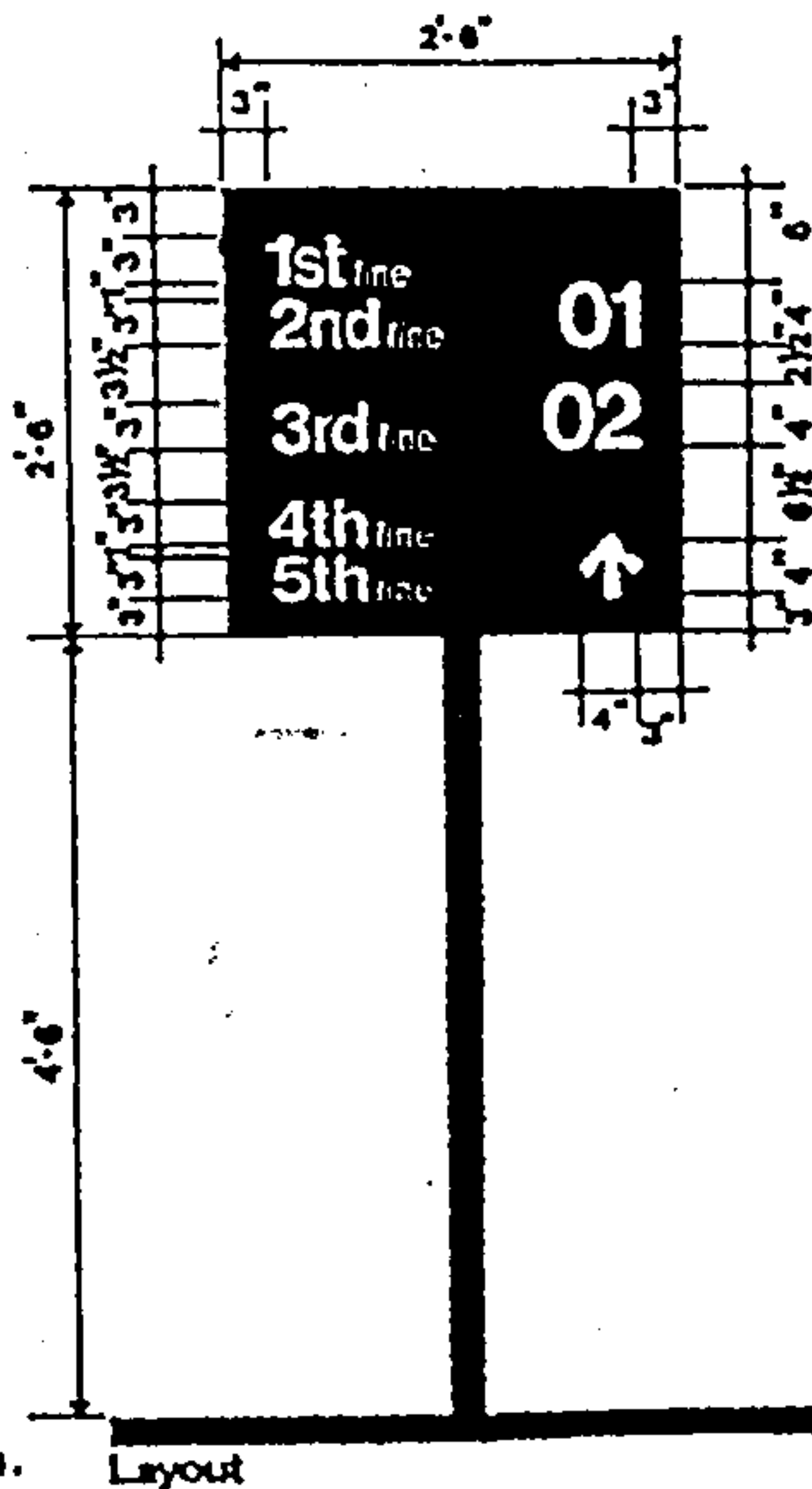
Traffic Control Signs

LAYOUT: THREE - FIVE LINES COPY

The illustration on this page depicts the layout and dimensions of a standard traffic control sign with three to five lines of copy. The lines of copy can be arranged in whatever grouping necessary to express the message of the sign, (i.e.: two lines at top, one line in center and two lines at bottom; or one line at top, one line at center and two lines at bottom, etc.) as long as the margins at the top and bottom of the sign and the spacing between lines is observed. A line or lines of copy which is to appear in the center of a sign between other lines of copy should always be centered in the space between the lines of copy above and below it.

Some messages will require the use of arrows and/or numbers along with other copy. These will appear on the right side of the sign in the size and locations shown. When an arrow or number appears with a message which is set in two lines of copy, the arrow or number will always relate to the bottom line of copy. The relationship of the number "01" to the 2nd line of copy, or the arrow to the 5th line of copy on the layout below illustrates this.

The construction and materials of these signs is identical to that described for standard traffic control signs on page 59. The next page contains examples of messages which appear on this type of sign.



INVERNESS COMMERCIAL/RETAIL SIGNAGE

Traffic Control Signs

EXAMPLES: ONE-TWO LINES COPY

**One
Way**



**Keep
Right**



**Visitor
Parking**



**No
Parking**

**Do Not
Enter**

Slow

Exit



INVERNESS COMMERCIAL/RETAIL SIGNAGE

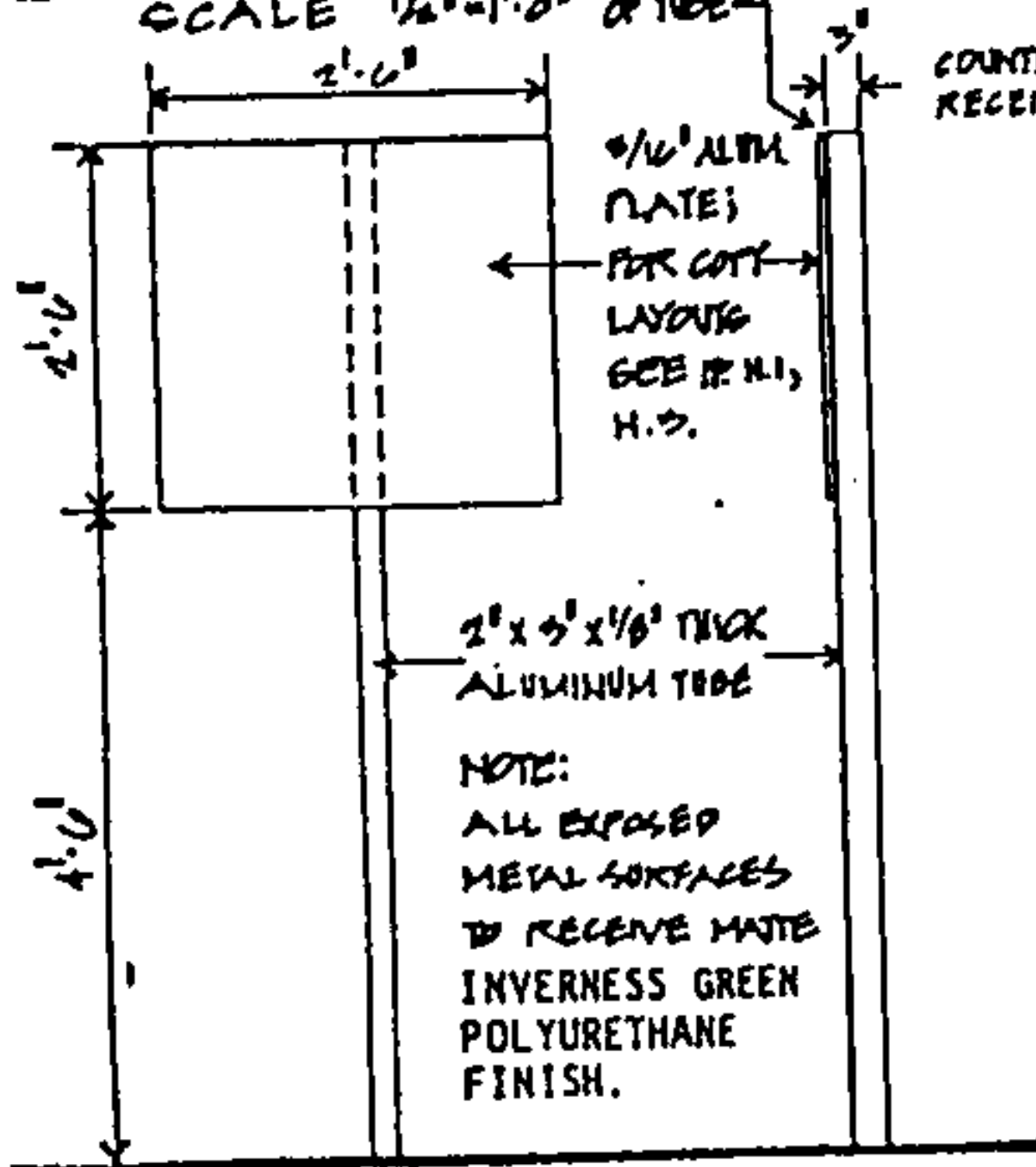
Traffic Control Signs

WORKING DRAWING
STANDARD TRAFFIC CONTROL SIGN

BOOK 327 PAGE 110



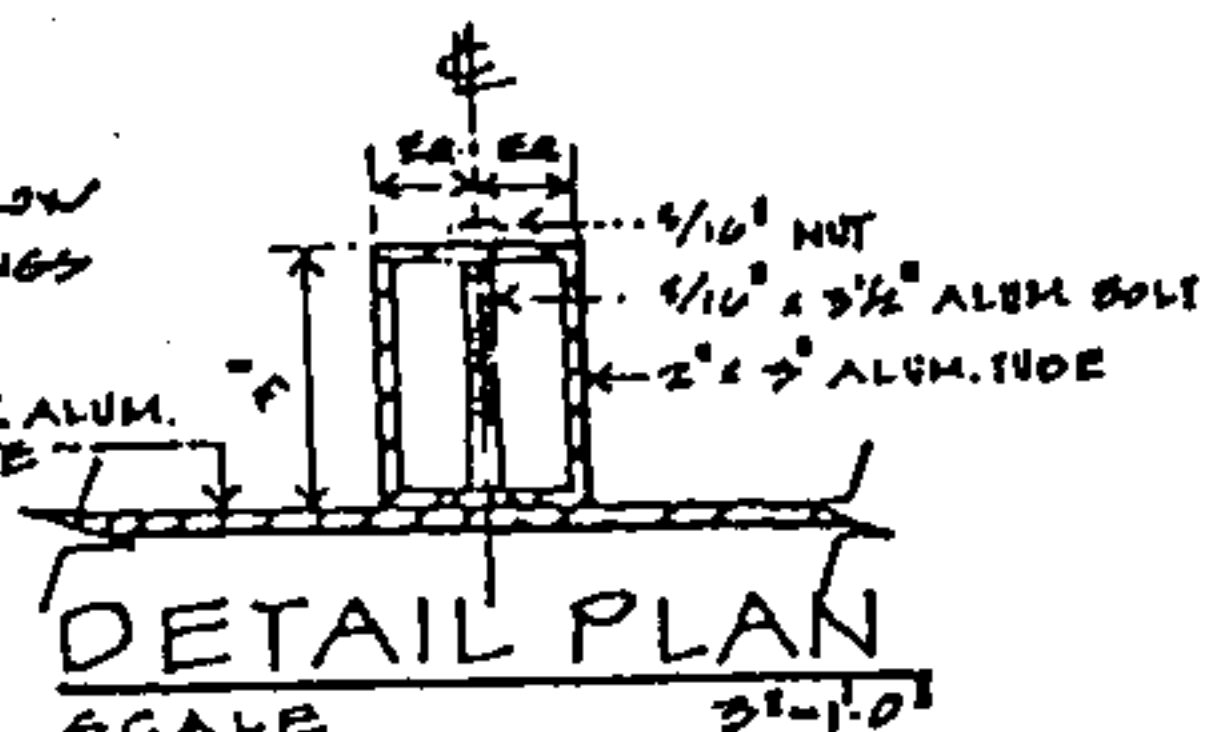
PLAN
SCALE 1/2" = 1'-0"



FRONT SIDE
ELEVATIONS
SCALE 1/2" = 1'-0"

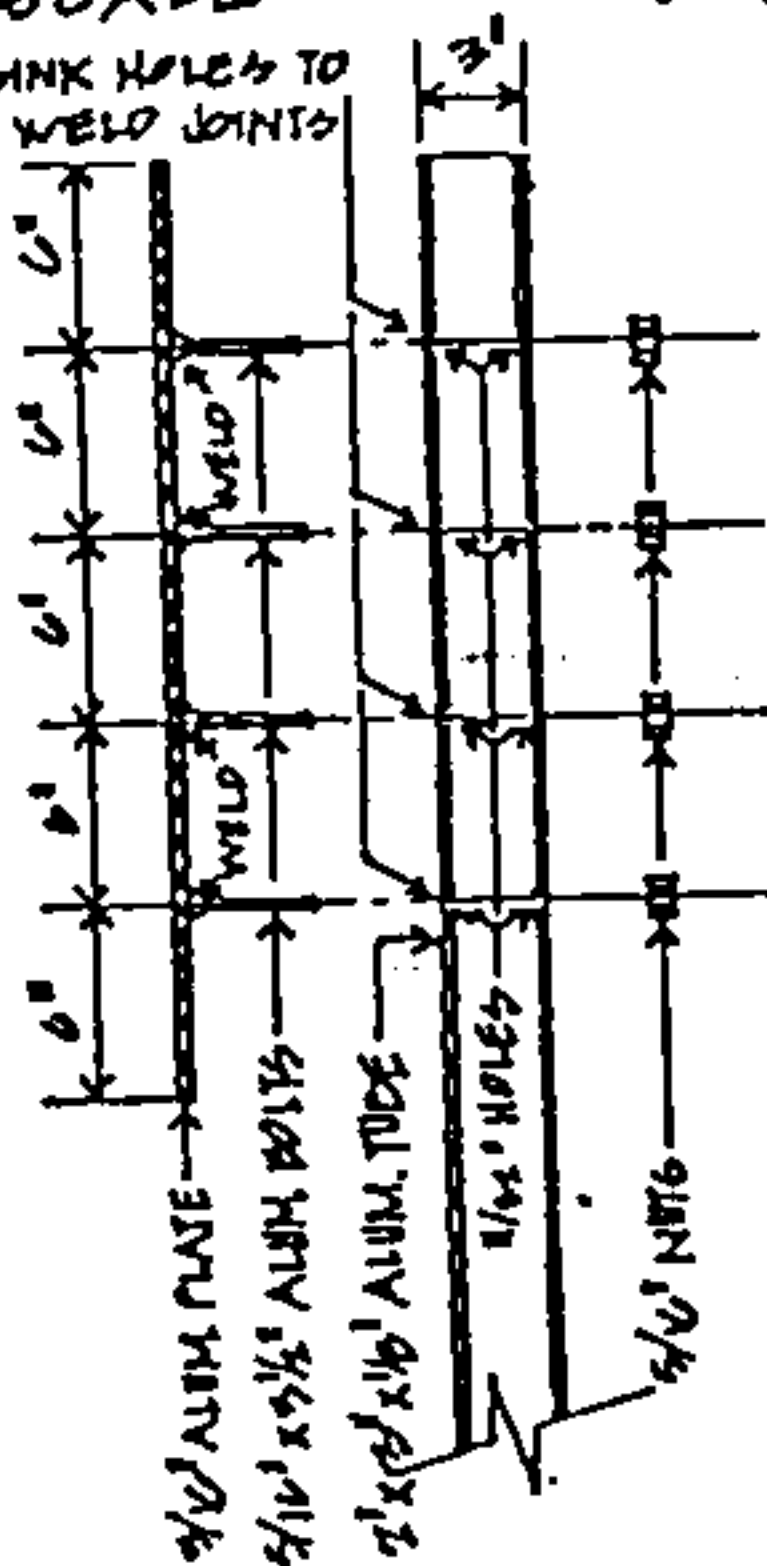
NOTE:
SIGN SUPPORT TUBE TO BE
EXTENDED 3'-0" MIN. BELOW
GRADE; INCLUDE FOOTINGS
AND REINFORCING AS
REQUIRED.

1/16" THK ALUM.
PLATE



DETAIL PLAN
SCALE 3/4" = 1'-0"

COUNTERSINK HOLES TO
RECEIVE WELD JOINTS



SECTION
SCALE 1" = 1'-0"

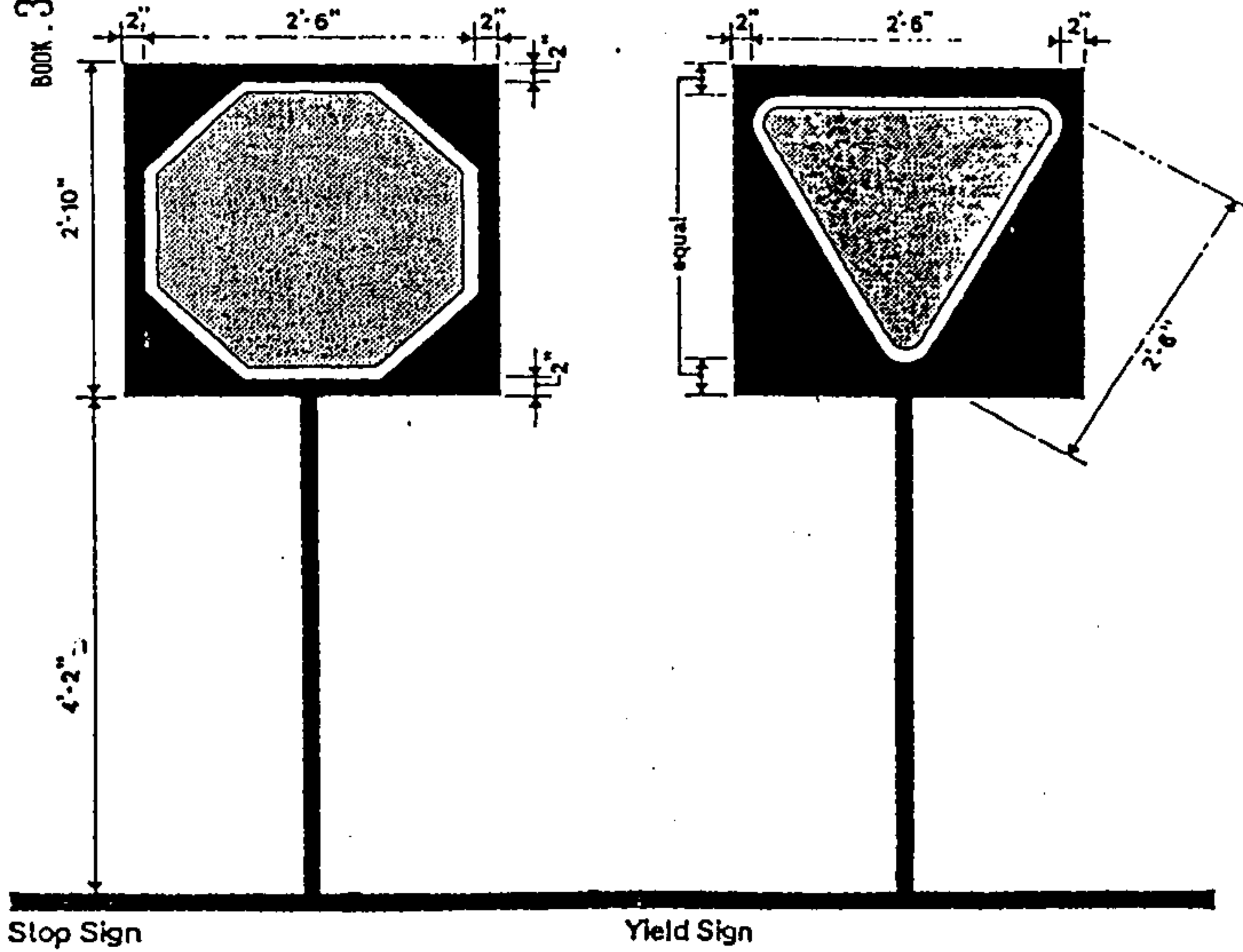
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INVERNESS COMMERCIAL/RETAIL SIGNAGE

Traffic Control Signs

LAYOUTS: STOP & YIELD SIGNS

Sign faces are standard
Stop and Yield shape,
copy and colors. See
working drawing sheet I.



Stop Sign

Yield Sign

INVERNESS COMMERCIAL/RETAIL SIGNAGE

Traffic Control Signs

WORKING DRAWING
STOP SIGN
YIELD SIGN

2' x 3' x 1/8" THICK ALUM. TUBE

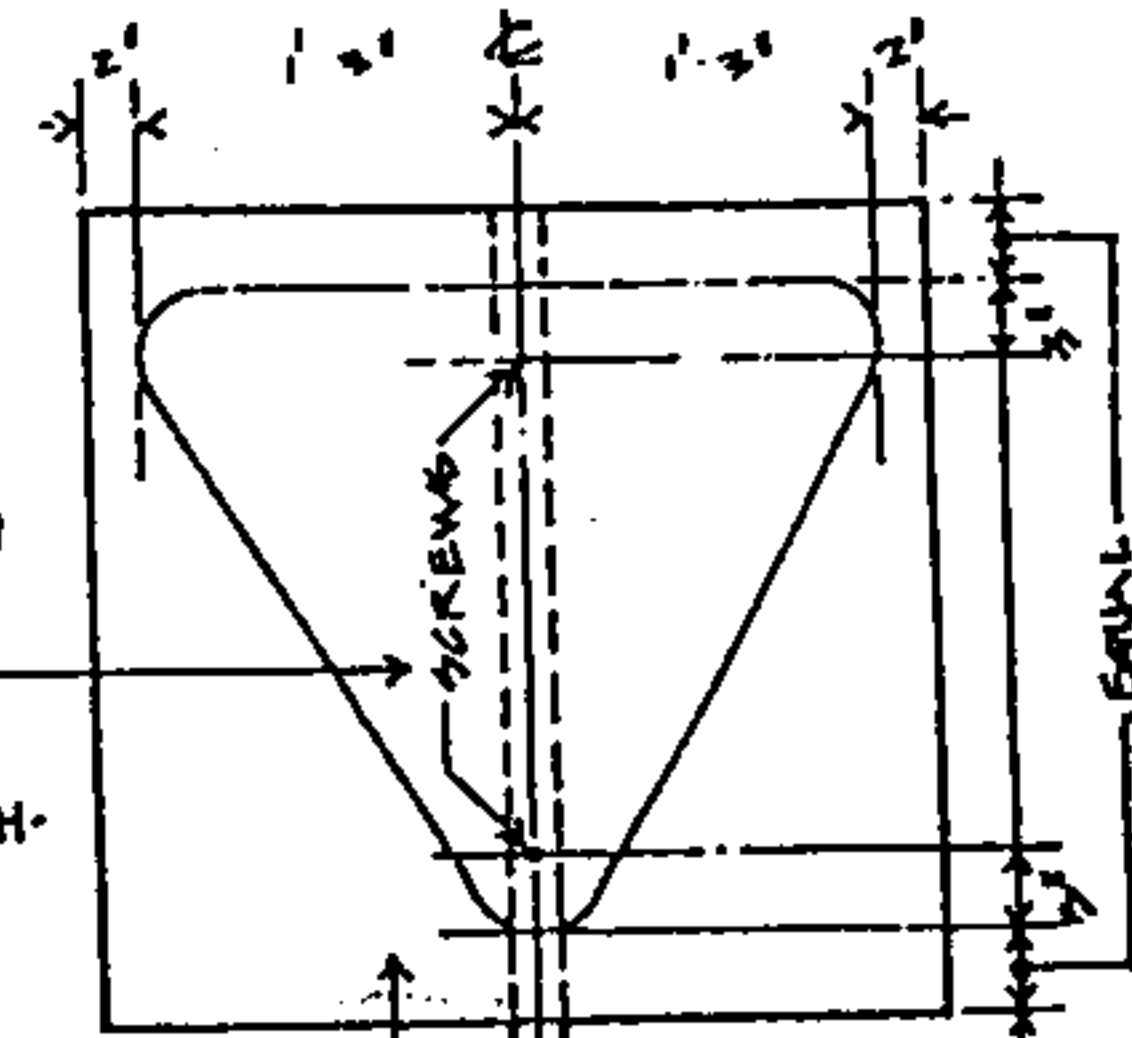
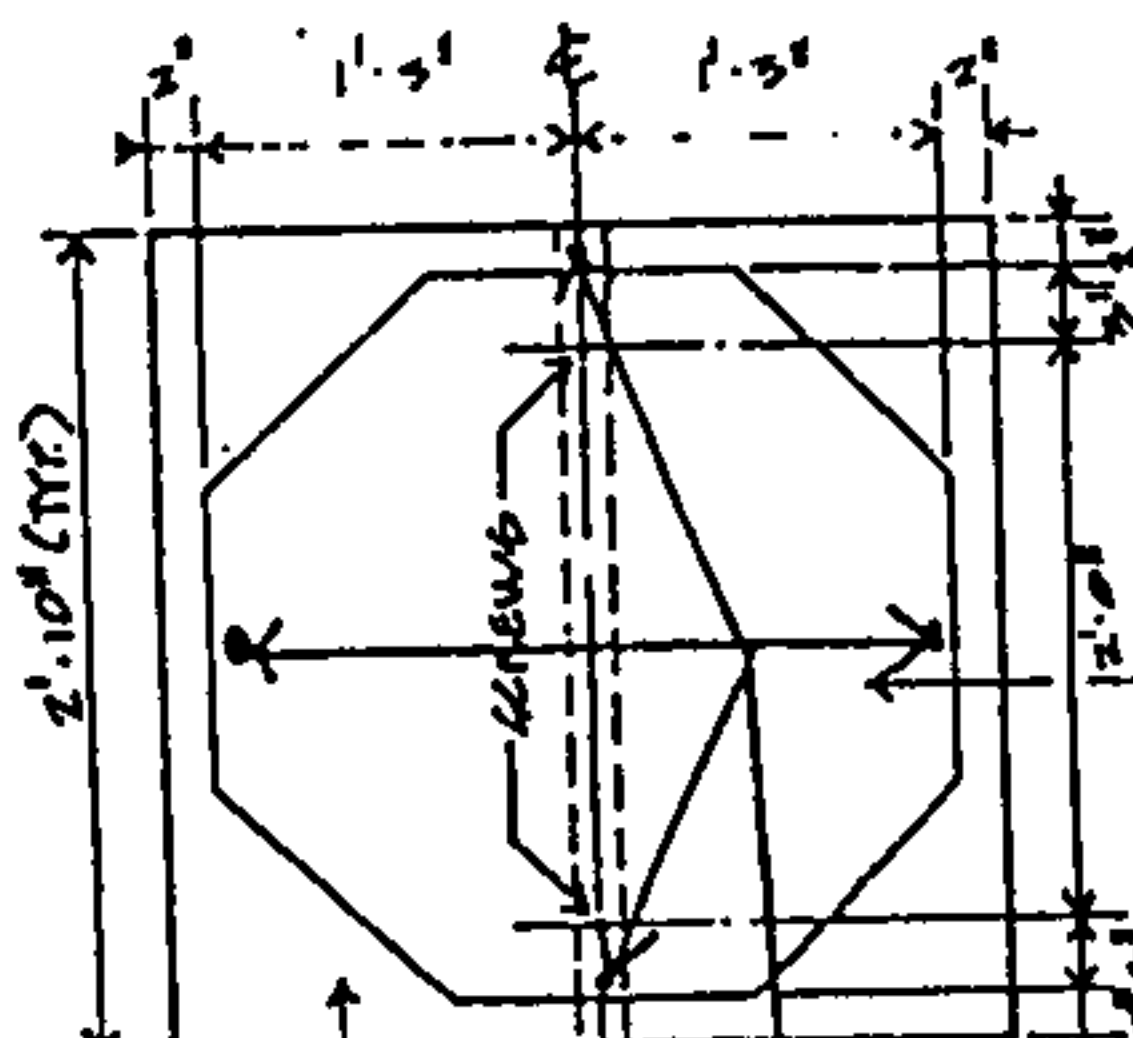
1/8" x 1/2" SELF-TAPPING SHEET METAL SCREW
1/8" THICK ALUMINUM PLATE

DETAIL PLAN

SCALE: 3" = 1'-0"

0.030" THICK ALUM. SIGN FACE

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1/8" THICK ALUM. PLATE

2' x 3' x 1/8" THICK ALUM. TUBE (TYP.)

Mount backplate Per Sheet E.

1/8" x 1/2" self-tapping sheet metal screw in stop sign's white border

1/8" THICK ALUM. PLATE

1/8" x 1/2" self-tapping sheet metal screw in stop sign's white border

NOTES:

1. ALL EXPOSED METAL SURFACES TO RECEIVE WHITE INVERNESS GREEN POLYURETHANE FINISH.
2. SIGN SUPPORT TUBE TO BE EXTENDED MIN. 3'-0" BELOW GROUND; INCLUDE FOOTINGS AND REINFORCING AS REQ'D.

3. 1/8" x 1/2" YIELD SIGN COAT TO CONFORM TO ALABAMA DEPT. OF TRANSPORTATION STANDARDS.
4. SEE ABOVE FOR DETAILS OF CONNECTION OF ALUM. PLATE TO SIGN SUPPORT TUBE.

ELEVATIONS

SCALE: 3/4" = 1'-0"

INVERNESS COMMERCIAL/RETAIL SIGNAGE

TRAFFIC CONTROL SIGNS

1. CONCRETE FOOTINGS

A. CONCRETE MATERIALS:

Concrete for this project shall be designed, mixed, and handled, protected, cured, tested and evaluated in accordance with the provisions of the American Concrete Institute Building Code Requirements for Reinforced Concrete, CURRENT EDITION. Recommendations shall be adhered to and be considered standard procedure. Concrete shall be 3,000 pound, 28 day, 5" slump.

B. REINFORCING:

Where reinforcing is required, bars shall be new deformed bars, bent as required in accordance with standard practice. Welded wire fabric shall comply with A. S. T. M. Specifications A-185.

2. STRUCTURAL & SHEET ALUMINUM

A. MATERIALS:

- 1) Provide materials which have been selected for their surface flatness, smoothness and freedom from surface blemishes wherever exposed to view in the finished unit.
- 2) Comply with the following standards for the forms and types of aluminum for the required items of work:

Extruded Shapes and Tubes: ASTM B 221

Plate and Sheet: ASTM B 209

B. FABRICATION:

- 1) Ease exposed edges to a radius of 1/32" unless otherwise shown.
- 2) Form exposed connections with hairline joints which are flush and smooth.

INVERNESS COMMERCIAL/RETAIL SIGNAGE

- 3) Provide all hardware such as bolts, washers, screws etc. necessary for proper completion of work.

C. FINISH:

- 1) All metals except those to be completely finish painted at the factory shall be thoroughly cleaned and given one heavy coat of an approved zinc chromate primer prior to delivery to the job site.
- 2) All exposed metal surfaces shall receive a shop-applied flat polyurethane coating. Color shall be Inverness Green.
- 3) Immediately after erection, clean bolted connections and abraded areas of shop paint and paint all exposed areas with the same material used for shop painting.

3. COPY

A. TYPEFACE:

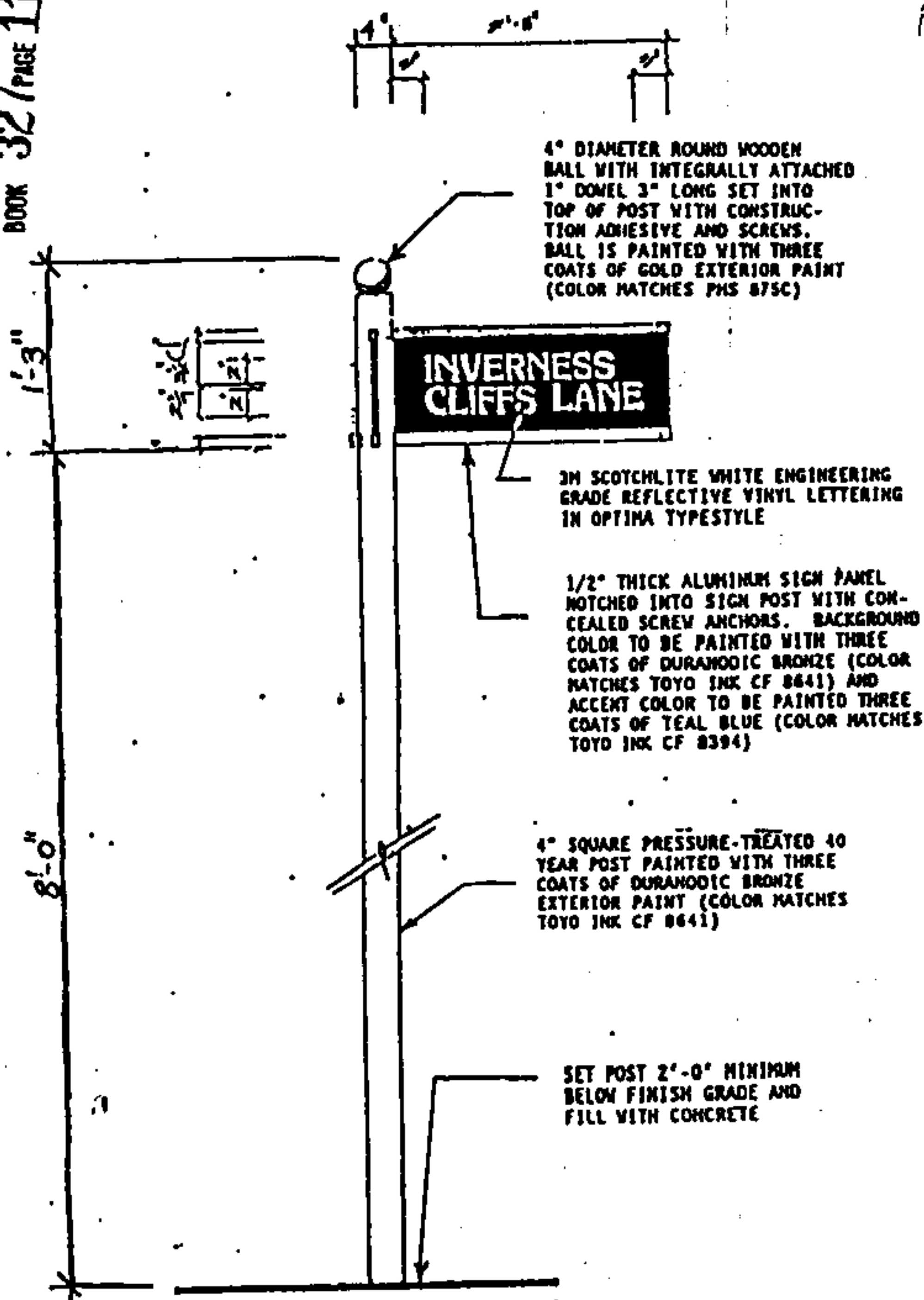
All copy shall be as shown on drawings. Typeface for all letters shall be "Optima Semi-Bold" unless otherwise shown.

B. MATERIALS:

- 1) Letters and symbols shall be precision die-cut from 3M "Scotchlite" reflective film or equal. Color shall be white.
- 2) "Stop" & "Yield" signs shall be regulation, approved sign faces, bolted to standard Inverness Center Traffic Sign face, as shown on drawings.

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INVERNESS RESIDENTIAL SIGNAGE

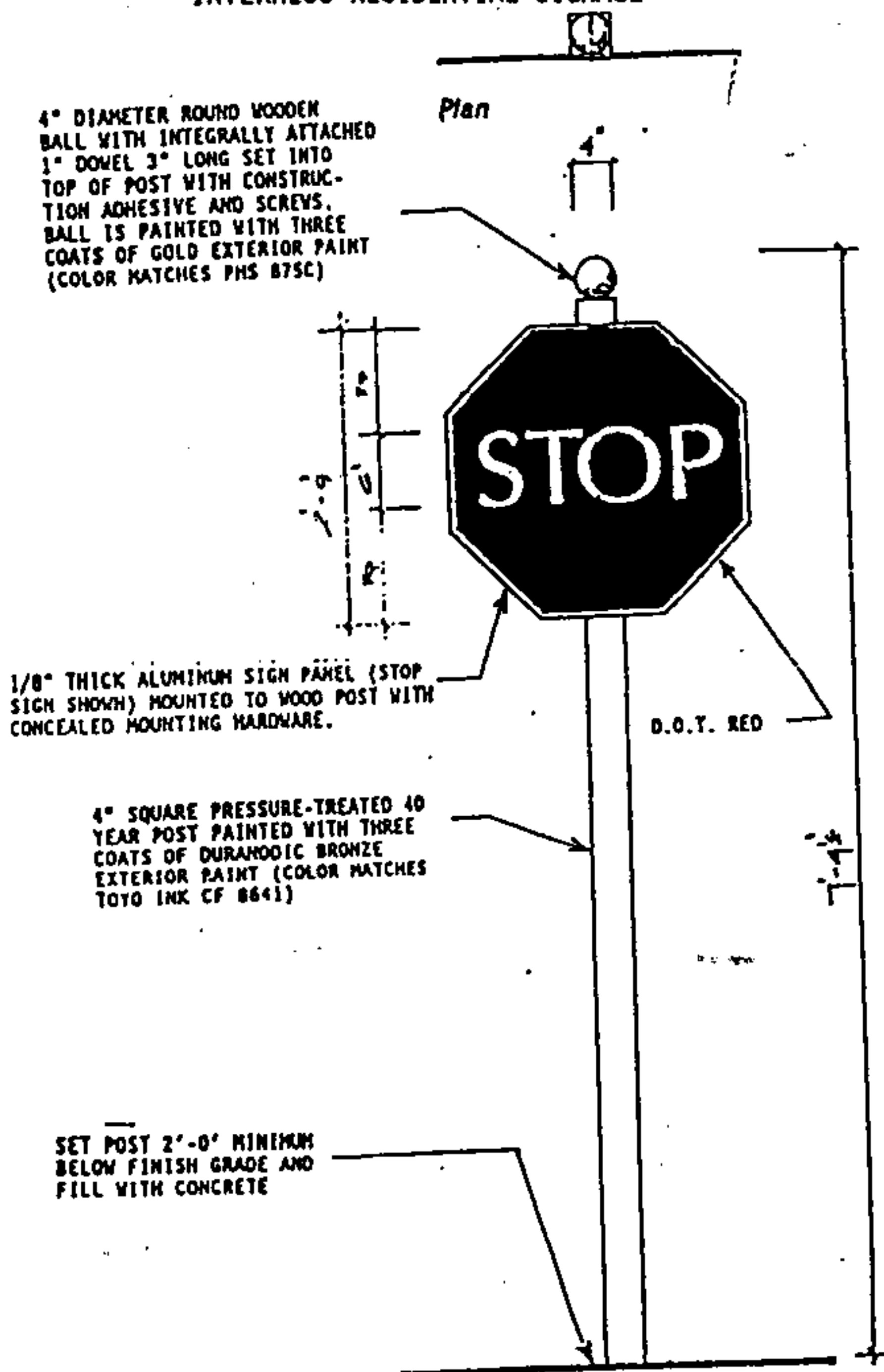


1

Street Sign
Elevation

Scale: 1/12"=1'-0"

INVERNESS RESIDENTIAL SIGNAGE



2

Stop Sign
Elevation

Scale: 1-1/2" = 1'-0"

NOTE: OTHER TRAFFIC CONTROL SIGNS WILL HAVE SIMILAR DIMENSIONS, CONSTRUCTION AND INSTALLATION SPECIFICATIONS AS SHOWN ABOVE. OTHER SIGNS ARE, BUT NOT LIMITED TO, SPEED LIMIT, NO-THRU TRAFFIC, DIVIDED MEDIAN, ETC. WILL CONFORM TO D.O.T. STANDARDS FOR COLOR AND SIZE.

INVERNESS LAND USE PLAN

LEGEND

PR-1	SINGLE FAM. ATTACHED/DETACHED	1987 AC
PR-2	MULTIFAMILY RENTAL	9182 AC
PC	PLANNED OFFICE	2419 AC
PC	PLANNED COMMERCIAL	1769 AC
PI	PLANNED INDUSTRIAL	1769 AC
PI	OPEN SPACE	1814 AC
OS	ROADWAYS	983 AC
S/W		
TOTAL		11881 AC

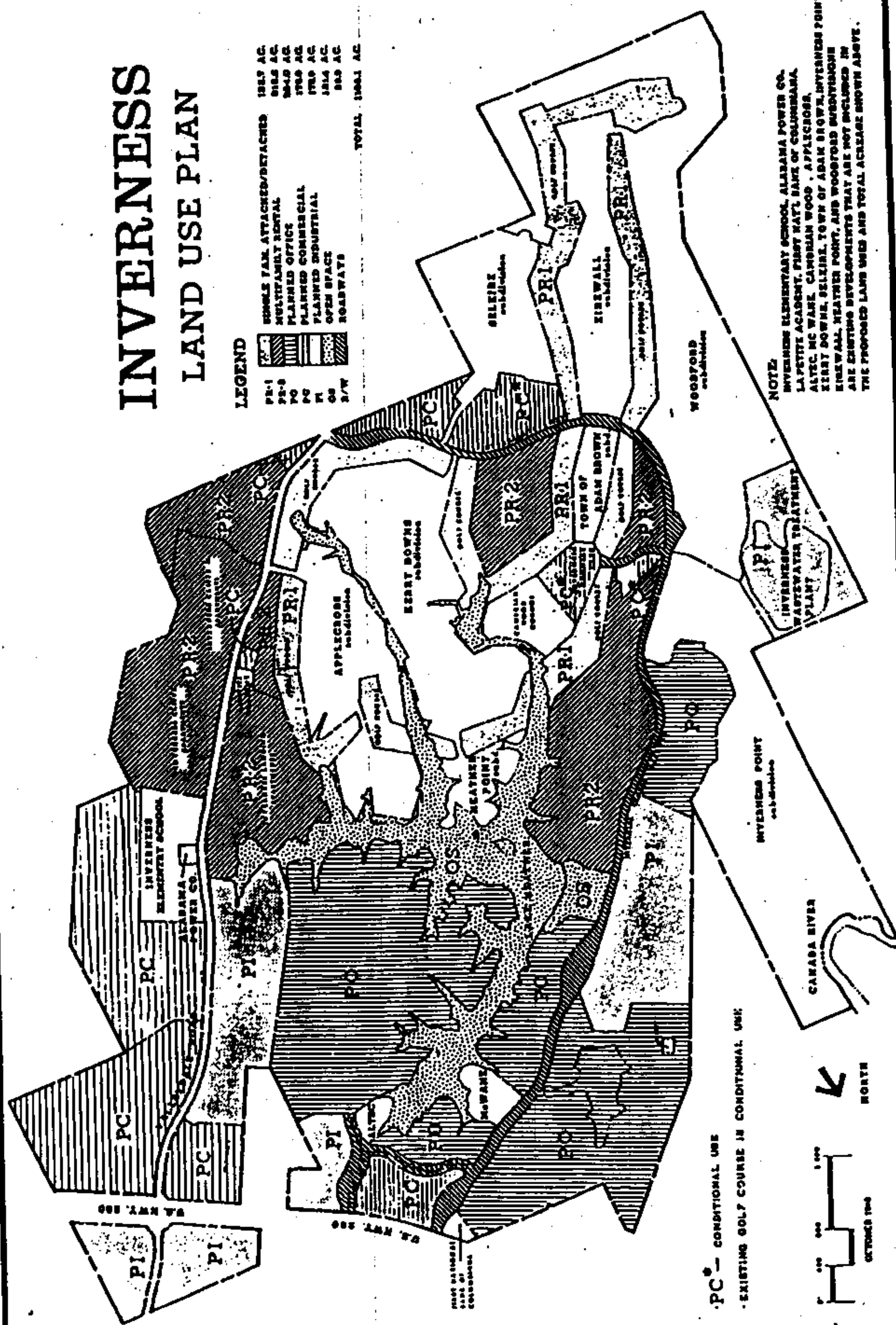


Exhibit E

Treatment Site

LEGAL DESCRIPTION OF INVERNESS SANITARY/SEWAGE
TREATMENT FACILITY

Part of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said Southwest 1/4 of the Northwest 1/4 and run East along the North line of same 1049.61 feet to a point; thence right 83°43'31" and run Southeasterly 280.92 feet to the Northwest corner of Lot 9, Block 2 of Inverness Point Subdivision Phase I as recorded in Map Book 13, Page 6 in the Probate Office of Shelby County, Alabama; thence continue Southeasterly the following courses along the Westerly line of said Inverness Point Phase I; left 1°56'08" and run Southeasterly 247.68 feet; thence right 3°06'57" and run Southeasterly 145.20 feet to an angle point of Lot 3 of Woodford 2nd Addition as recorded in Map Book 12, Page 58 in the Probate Office of Shelby County, Alabama; thence the following courses along the Northwesterly line of said Woodford 2nd Addition; right 43°43'51" and run Southwesterly 49.33 feet; thence left 15°43'31" and run Southwesterly 103.61 feet; thence left 14°41'29" and run Southwesterly 91.42 feet; thence right 9°56'39" and run Southwesterly 60.32 feet; thence right 9°46'50" and run Southwesterly 51.70 feet; thence right 14°52'13" and run Southwesterly 49.16 feet; thence right 10°38'51" and run Southwesterly 81.24 feet; thence left 20°11'41" and run Southwesterly 225.18 feet; thence left 23°38'54" and run Southwesterly 65.30 feet to the Northwest corner of Lot 21, Block 4 of Woodford Subdivision as recorded in Map Book 8, Page 51 A, B, C, & D in the Probate Office of Shelby County, Alabama; thence continue Southwesterly along the Northwesterly line of said Block 4 of Woodford Subdivision as follows: thence right 7°31'45" and run Southwesterly 343.23 feet; thence right 71°31'31" and run Westerly 589.75 feet to the Northwest corner of Lot 1, Block 4 of said Woodford Subdivision, said corner also being on the Westerly line of said Northwest 1/4 of the