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MEADOW BROOK CORPORATE PARK ANNEXATION AGREEMENT

AMONG

CITY OF HOOVER, ALABAMA

AND

DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP,

DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP

AND

DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP

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MEADOW BROOK CORPORATE PARK ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into as of the 19th day of November, 1990 by and among the CITY OF HOOVER, ALABAMA, an Alabama municipal corporation (the "City"), DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("Developer"), DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general partnership ("Daniel/Fidelity"), and DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP, an Alabama limited partnership ("DMB600").

R E C I T A L S:

Developer is the developer of certain real property situated in Shelby County, Alabama which is commonly known as "Meadow Brook Corporate Park" (the "Park"). The Park has been developed for mixed office and commercial uses.

Developer currently owns those portions of the Park which are more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference (the "Undeveloped Land").

Developer is the fee owner and Daniel/Fidelity is the leasehold owner of those portions of the Park which are more particularly described in Exhibit A-2 attached hereto and incorporated by reference (the "Leased Land").

Daniel/Fidelity and DMB600 are the owners of those portions of the Park described in Exhibit A-3 and Exhibit A-4, respectively, attached hereto and incorporated herein by reference (hereinafter referred to, respectively, as the "Daniel/Fidelity Land" and the "DMB600 Land"). [The Undeveloped Land, the Leased Land, the Daniel/Fidelity Land and the DMB600 Land are hereinafter collectively referred to as the "Property"].

The Property is not situated within the corporate limits of any municipality but is contiguous to real property which is in the City.

Developer, Daniel/Fidelity and DMB600 desire that all of their respective rights, title and interest in the Property be annexed into and become a part of the land within the corporate limits of the City, subject to and upon the terms and conditions hereinafter set forth.

The City has determined that the annexation of the Property and its continued development in accordance with Developer's development plan will inure to the benefit and improvement of the City and its residents, 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 accept the annexation of the Property on the terms and condition hereinafter set forth to the fullest extent permitted by law.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Annexation of Property. Developer, Daniel/ Fidelity and DMB600 have filed with the City and the City has accepted a Petition or a series of Petitions for annexation of the Property by act of the City Council of the City pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama (1975). The provisions of this Annexation Agreement shall, to the extent permitted by law, apply to all annexations of any portion of the Property, regardless of the method of annexation into the City.

2. Zoning. The City hereby agrees (i) that the Property, consisting of approximately 137 acres of land, qualifies to be treated as a Planned Unit Development ("PUD") under the provisions of the Zoning Ordinance of Hoover, Alabama (the "Zoning Ordinance") and (ii) following the annexation of the Property, to promptly process the Meadow Brook Corporate Park Planned Unit Development Zoning Application and Development Plan dated as of the date hereof, a copy of which is attached hereto as Appendix I and incorporated herein by reference (the "Development Plan"). Because of the size of the Park, the uncertainty of growth patterns and the development of nearby areas and the impact such development may have upon the Park and other uncertainties of a general nature, Developer retains the right, in accordance with the PUD regulations of the Zoning Ordinance, to seek to amend the Development Plan from time to time. The City agrees to process in an expeditious manner any request by Developer to amend the Development Plan in accordance with the PUD regulations of the Zoning Ordinance and agrees to cooperate with Developer in that regard so long as any such requested amendments comply with the PUD regulations of the Zoning Ordinance.

3. Subdivision. The Park has heretofore been subdivided in accordance with the subdivision regulations of Shelby County, Alabama. The City agrees that the existing subdivision of the Park is approved and, to the extent the existing subdivision plats do not satisfy all existing rules and regulations of the City, including, without limitation, the Official Subdivision and Development Regulations of the City of Hoover, 1982 (the "Subdivision Regulations"), the City agrees that the Park and all subdivisions thereof shall be deemed to have been granted a variance so that the existing subdivisions are deemed to have complied with all of the subdivision requirements of the Subdivision Regulations. Any further

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subdivision of any of the Property shall, except as otherwise provided herein to the contrary, comply with all of the regulations and requirements of the existing Subdivision Regulations.

4. Variances with Respect to Existing Buildings and Improvements.

(a) The Unimproved Land, the Leased Land, the Daniel/Fidelity Land and the DMB600 Land have been or are currently being improved by streets, roadways, drives, storm sewer and storm drainage facilities, utility lines, pipes, wiring, conduit and other utility equipment and apparatus, traffic and directional signage, building and Park signage, lighting, walks, buildings, improvements (including tenant improvements) and other related facilities which have been constructed and installed in accordance with all applicable Shelby County, Alabama zoning, subdivision, engineering and other departmental regulations and specifications. The City hereby acknowledges and agrees that all such streets, roadways, drives, storm sewer and storm drainage facilities, utility lines, pipes, wiring, conduit and other utility equipment and apparatus, traffic and directional signage, building and Park signage, lighting, walks, buildings, improvements (including tenant improvements) and related facilities currently existing or under construction on any portion of the Property and all current land uses affecting any portion of the Property shall be deemed to have satisfied all existing rules, regulations, ordinances, codes and other requirements of the City (including, without limitation, the Zoning Ordinance and the Subdivision Regulations of the City) and all agencies, departments and bureaus thereof (hereinafter collectively referred to as the "Governmental Requirements"). To the extent any of the streets, roadways, drives, storm sewer and storm drainage facilities, utility lines, pipes, wiring, conduit and other utility equipment and apparatus, traffic and directional signage, building and Park signage, lighting, walks, buildings, improvements (including tenant improvements), signage or related facilities situated on any portion of the Property which have been completed or are currently under construction do not satisfy all of the Governmental Requirements, the City agrees that the Property and any such streets, roadways, drives, storm sewer and storm drainage facilities, utility lines, pipes, wiring, conduit and other utility equipment and apparatus, traffic and directional signage, building and Park signage, lighting, walks, buildings, improvements (including tenant improvements) and other related facilities situated thereon shall be deemed to have been granted a variance to allow the existing use, including reconstruction or restoration of the same in the event of any damage to or destruction of the same. The City further agrees to issue from time to time upon request and at no charge written variances or further assurances to evidence the foregoing.

(b) The City agrees to issue, without charge or fee, certificates of occupancy for all of the existing buildings, improvements (including tenant improvements) and related facilities situated on the Property. The form and content of the certificates of occupancy to be issued by the City for all buildings, improvements and related facilities existing on any portion of the Property shall be in the same form and content normally and customarily issued by the City. Except as otherwise provided herein to the contrary, all future construction affecting any other portion of the Property shall be subject to the terms and provisions of the Governmental Requirements, including, without limitation, the payment of such fees and the procurement of such licenses and permits as required by the City.

5. Streets and Roadways.

(a) The existing streets and roadways situated in the Park, as shown on the Development Plan, have been constructed in accordance with the rules and regulations promulgated by Shelby County, Alabama and, to the extent indicated in the Development Plan, have been dedicated to and accepted by Shelby County, Alabama as county roadways. Notwithstanding the prior dedication to and acceptance by Shelby County, Alabama of the existing roadways within the Park, the City does hereby accept, as public roadways to be maintained by the City, all existing streets and roadways in the Park, as described in the Development Plan, in their current "as is" condition. No bonds, letters of credit or guarantees shall be required from Developer or any other party in connection with the dedication and acceptance of the existing roadways, streets and thoroughfares in the Park.

(b) Except as otherwise provided herein to the contrary, the construction of additional streets, roadways or thoroughfares or the extension of any existing roadways within the Park shall be subject to all applicable Governmental Requirements of the City, including, without limitation, the requirement that bonds, letters of credit or other deposits be placed with the City pending completion of any such streets, roadways or thoroughfares. The City agrees to accept for public dedication, if requested by Developer, all future or additional streets, roadways or thoroughfares constructed within the Park so long as such streets, roadways or thoroughfares are constructed in accordance with all applicable Governmental Requirements of the City unless modified or amended by the terms of this Agreement.

(c) Notwithstanding anything provided in the Governmental Requirements to the contrary, Developer shall have the right and option, subject to the reasonable approval of the same by the City, to install, construct and maintain within the right-of-way of any public street within the Property street lights, signage, irrigation systems, landscape areas (including medians), entranceways and any other improvements thereon. The City shall have no obligation to maintain landscaping, shrubbery, flowers and other plant life installed by Developer within any such road rights-of-way. The City shall not require that sidewalks be constructed on any portion of the Property; provided, however, Developer may, in its discretion, construct sidewalks within the right-of-way of any roadway on the Property and, if requested by Developer, the City agrees to accept for public dedication and maintain such sidewalks.

(d) The City agrees to enforce traffic and other regulations applicable to all existing and future public roadways in the Park and shall provide for all repairs, street cleaning, refuse collection and other maintenance thereon, including, where appropriate, patching, repaving or restriping any such roadways.

(e) Developer shall be responsible for the initial installation of all street and traffic control signs and signals within the Park. Thereafter, the City agrees to maintain, repair and, when necessary, replace all street and traffic control signs and signals within the Park. All street and traffic control signage shall conform to design standards described in the "Development Guidelines" (as defined in the Development Plan).

(f) Street lighting shall be allowed within the rights-of-way of any public or private streets within the Property so long as the same are installed in accordance with the minimum standards of the Alabama State Highway Department. Developer or any owner's associations formed by Developer for any portion of the Property shall be responsible for maintaining and replacing such street lighting and replacing such street lighting and paying all utility (electricity) charges associated with the operation of such street lights.

6. Utility Lines and Easements.

(a) Except as provided in Paragraph 6(b) below, all utility lines, pipes, conduits, lift or pump stations and all appurtenances or fixtures situated in the Park shall be owned by either Developer or the respective utility company, agency or authority providing such utility service to the Park. The City acknowledges and agrees that the public rights-of-way for all roadways within the Park may be utilized by Developer for the installation of all

necessary utility lines, pipes, conduits, wiring, equipment, appurtenances and fixtures as may be necessary to provide utility service to any portion of the Park. Notwithstanding anything provided to the contrary in the Governmental Requirements of the City, the satisfaction of all rules, regulations and requirements promulgated by the applicable utility company, agency or authority providing utility service to the Property relating to the method of installation and types of materials to be used in installing utility lines shall be deemed to be full and complete compliance with the Governmental Requirements of the City. The City acknowledges that The Water Works and Sewer Board of the City of Birmingham currently provides water service to the Property although Shelby County, Alabama may in the future provide water service to the Property and that sanitary sewer services for the Property are provided by both The Water Works and Sewer Board of the City of Birmingham and Shelby County, Alabama. The City agrees that the Governmental Requirements of the City shall not be enforced in any manner which would discriminate against Developer or any portion of the Property as a result of the utilization of water or sanitary sewage services of one municipal corporation or governmental agency as opposed to any other municipal corporation or governmental agency providing such services.

(b) As indicated in the Development Plan, Developer has heretofore dedicated and Shelby County, Alabama has accepted maintenance responsibilities for existing storm sewers and storm sewer easements within the Park. Notwithstanding such prior public dedication and acceptance, the City hereby accepts for public dedication and use and agrees to operate, maintain, repair and replace all existing storm sewers, lines, pipes, drains and conduits situated in the Park. The City has inspected and hereby approves the existing storm water runoff, drainage, erosion and sedimentation plan and improvements which have been implemented for the Park. The City agrees that no existing or future development requirements or restrictions, storm drainage, water detention, erosion, sedimentation or watershed regulations, requirements or covenants or any of the Governmental Requirements of the City shall be applied to any portion of the Property if such requirements, restrictions, regulations or covenants either attempt to benefit property, facilities or areas outside the territorial boundaries of the corporate limits of the City or if the same are not uniformly applied, without exception, to all other development activities and properties within the territorial boundaries of the corporate limits of the City.

(c) Notwithstanding anything provided to the contrary in any of the Governmental Requirements, Developer shall have the right, without being required to obtain a building permit or otherwise obtaining the approval or

consent of the City, to construct, install and utilize water wells for irrigation purposes and for the creation and maintenance of lakes, ponds and other water features on any portion of the Property.

7. Municipal Services. The City agrees that all municipal services, rights and privileges afforded to residents of and properties within the corporate limits of the City, including, without limitation, fire and police protection and garbage and trash pick-up and removal services, shall be extended and provided to the Property on the same basis as such services are provided to all other residents and other properties within the corporate limits of the City.

8. Public Improvements. The City agrees that neither Developer, Daniel/Fidelity, MB600 nor any subsequent owner of any portion of the Property shall be required to make any public improvements to the Property except as otherwise specifically provided herein.

9. Additional or Subsequent Governmental Requirements. Except as otherwise provided to the contrary in this Agreement or in the Development Plan, Developer, Daniel/Fidelity, DMBIII and DMB600, for themselves and for their respective successors and assigns, agree to comply with all existing Governmental Requirements of the City, as the same may be amended from time to time; provided, however, that in the event (a) any conflict or ambiguity arises between the terms and provisions set forth in this Agreement and the terms and provisions set forth in any existing or future Governmental Requirements of the City, then the terms and provisions of this Agreement shall at all times control and (b) the provisions of any existing Governmental Requirements of the City are amended or modified in any manner so as to impose more stringent requirements on the development or use of any portion of the Property, then such increased or additional requirements shall not be effective as applied to the Property unless such change is mutually agreed upon by the City and all of the then present owners of those portions of the Property to which such additional requirements shall apply.

10. Parks and Open Spaces. The City agrees to accept for public dedication any of the lakes of one acre or more in size (so long as the same have been designed, constructed and maintained in accordance with the minimum standards, if any, of the City's Subdivision Regulations), walkways, parks or other open spaces within the Property if requested by Developer or the then owner of that portion of the Property upon which such lakes, walkways, parks or open spaces are situated so long as public access is provided to the same; provided, however, that the City shall not be obligated to accept, maintain, operate, repair or otherwise to replace any fountains, generators, equipment, machinery or other improvements utilized in connection with the

operation of such lakes, walkways, parks or other open spaces. Upon the dedication of the same, the City agrees to operate and maintain the same in a good and attractive condition at all times. Notwithstanding anything provided in this Paragraph 10 to the contrary, Developer shall have the right to designate any existing or future lakes, walkways, parks or open spaces as private facilities of the Park and shall be entitled to limit, control, restrict and deny public access thereto.

11. Use of Meadow Brook Name. The City agrees that the Park shall at all times be referred to by the City as "Meadow Brook Corporate Park" or such other name as reasonably requested by Developer. The City agrees to use its best efforts not to approve any subdivisions utilizing the name "Meadow Brook" or any variations thereof without the prior written consent of Developer.

12. 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 to any portion of the Property (e.g., streets and utility installation), Developer, in its sole discretion, may furnish to the City an irrevocable commercial letter of credit in form approved by the City attorney issued by 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 Developer to submit such other security as it may deem appropriate. Such security shall be limited to the amounts required until those portions of the Property which are subject to improvement have received final plat approval by the City. All bonds, guarantees, letters of credit or other security shall be reduced in amount (as reasonably determined by the City's Building Inspector or Engineer) as work progresses and is completed and accepted by the City in accordance with the Subdivision Regulations of the City.

13. Fees and Exemptions From Taxation.

(a) In no event shall the Property or any portion thereof, any development thereon or any owner thereof be subject to any taxes, development fees, impact fees, levies, impositions, charges, licenses or permit fees or regulatory action which are not uniformly levied, assessed or applied, on a non-discriminatory basis, to all other property lying within the corporate limits of the City. The foregoing prohibition against non-uniform or discriminatory taxation shall also apply to any form of (i) tax or revenue measure, including, without limitation, any development or impact fee or tax which may be assessed, levied or charged to or against any portion of the Property as a result of the same being annexed into the City and

(ii) regulatory action which may be applied to any portion of the Property as a result of the same being annexed into the City.

(b) The City does not currently levy or assess any occupational or City income taxes upon wages paid in the City. The City hereby agrees that for a period of ten (10) years from the effective date of the annexation by the City of the last parcel of land comprising any part of the Property, any persons who work, are employed or have business offices or addresses within the territorial boundaries of the Property or any employers who have business offices or conduct business on or from the Property or any portion thereof, shall be exempt from the imposition of any such occupational or City income taxes. The foregoing shall not be deemed to prevent the City from assessing or imposing any sales taxes allowed by law on the sale of personal property or the collection of business license fees.

(c) The City agrees that, effective on the date of annexation of the last parcel of land comprising any part of the Property and continuing thereafter for a period of ten (10) years, all of the Property shall be exempt from any increases in the rate of ad valorem municipal taxes in effect on the effective date of such annexation; provided, however, that the foregoing shall not be deemed to prevent the City from imposing and the Property being subject to an ad valorem school tax or any 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 purposes on all property included in the municipal boundaries of the City. Subject to the exemptions from taxation specified in this Paragraph 13, the Property shall be placed on the tax rolls of the Shelby County, Alabama Tax Assessor as property being subject to City taxes for the tax year beginning October 1, 1991 and each year thereafter.

(d) The exemptions from taxation provided by this Paragraph 13 shall be acknowledged by a resolution of the Council for the City to be adopted pursuant to Act No. 787, Acts of Alabama (1977 Reg. Sess.).

(e) Notwithstanding any other provisions of this Paragraph 13, from time to time after the lapse of five (5) years from the time when the Property is brought within the corporate limits of the City, all portions of the Property as has residing on it a population of at least twenty (20) persons on a contiguous ten (10) 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.

(f) Notwithstanding anything provided to the contrary in any of the codes, ordinances or other Governmental Requirements of the City, the City agrees that (i) business license fees or taxes shall be assessed with respect to any business being carried on the Property commencing January 1, 1991 (but not prior thereto) and (ii) the business license fees or similar taxes or assessments to be levied or assessed against any engineering firms conducting business in the City shall be based on the gross receipts of such company and calculated at the following rates:

- (1) \$100 on the first \$50,000 of gross receipts, and
- (2) 1/10th of 1% on gross receipts over \$50,000 up to \$30,000,000, and
- (3) 1/100th of 1% on gross receipts over \$30,000,000.

The City agrees to take all action necessary to amend its existing codes and ordinances to reflect the foregoing and further agrees that no subsequently enacted legislature or any amendments to the foregoing which would increase the foregoing shall be effective against any portion of the Park, its owners and their tenants, subtenants, employees or agents or any of their respective successors and assigns.

14. Secondary Annexation.

(a) The City further agrees to use good faith efforts in considering the annexation of and the holding of an annexation election for any other areas of Beat 12 of Shelby County, Alabama but only if such annexation is requested by the majority of the residents of such areas.

(b) Developer reserves the right and the City agrees that if requested by Developer any undeveloped, non-residential real property situated adjacent to the Property, whether now owned or hereafter acquired by Developer (the "Secondary Property"), shall be accepted by the City for annexation into the City subject to the following terms and conditions: (i) no more than 50 acres of the Secondary Property may be annexed into the City in any one calendar year under this Paragraph 14(b), (ii) the Secondary Property may, in Developer's sole discretion, become a part of the Meadow Brook Corporate Park PUD and (iii) all of the terms and provisions of this Agreement and of the Development Plan shall be applicable to the Secondary Property. In the event any of the property commonly known as the Meadow Brook residential area (which is currently part of the Meadow Brook Special District, as

zoned under the Shelby County, Alabama zoning ordinance) is annexed into the City pursuant to Paragraph 14(a) above, then the provisions of this Paragraph 14(b) shall be applicable in which event such property shall constitute part of the Meadow Brook Corporate Park PUD and the PR-1 and PR-2 Districts set forth in the Development Plan shall be applicable to such residential property.

15. Reversal of Annexation. If any one or more of the following events or conditions are not satisfied or achieved, then the City agrees, at the request of Developer, Daniel/Fidelity or DMB600, if and to the extent permitted by applicable law, to use its best efforts to nullify the annexation of the Property and the City and Developer, Daniel/Fidelity and DMB600 agree to take all action necessary to restore the parties to their respective positions as existed on the date immediately preceding the effective date of the annexation of any portion of the Property into the City:

(a) If the Development Plan for the Property is not approved;

(b) If any existing buildings, structures, roadways, streets or other improvements or related facilities situated on any portion of the Property are not deemed to be in compliance with any of the Governmental requirements of the City; and/or

(c) If the annexation agreement and development plan submitted contemporaneously herewith by Daniel Oak Mountain Limited Partnership, an affiliate of Developer, is not accepted and approved by the City contemporaneously with the acceptance and approval of this Agreement and the Development Plan for the Property.

16. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified and amended only by a written instrument duly executed by the City, Developer and the then owner of that portion of the Property which shall be affected by any such modification or amendment.

(b) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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(c) This Agreement and all documents referred to herein shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama.

(d) To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement.

(e) If any term, covenant or condition of this Agreement, or the application thereto to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agreed that if any pertinent existing resolution or ordinance of the City or any of the Governmental Requirements of the City are in any way inconsistent or conflict with any of the provisions set forth in this Agreement or in the Development Plan, then the provisions of this Agreement and the Development Plan shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinance, regulation or Governmental Requirements of the City, as the same may relate to any portion of the Property.

(f) This Agreement and all of the terms and provisions set forth herein shall continue in full force and effect until December 31, 2039 and shall thereafter be automatically extended for an additional term of forty-nine (49) years, unless an agreement signed by the City and all of the then owners of the Property is executed terminating the same.

(g) The City agrees to provide to Developer, Daniel/Fidelity and DMB600 certified copies of resolutions of the City Council, the Planning and Zoning Commission of the City, the Zoning Board of Adjustment of the City and all other departments or agencies of the City having jurisdiction over the Property authorizing and approving all of the terms and provisions of this Agreement and all exhibits and attachments hereto.

(h) All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses and with such copies as designated below. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the

case may be) when actually delivered to the intended recipient, in the case of any deliveries by hand, or upon deposit in the United States mail as provided above.

For the City: The City of Hoover
Building One Hundred
1699 Montgomery Highway
Hoover, Alabama 35216
Attention: Honorable Frank S. Skinner,
Jr., Mayor

with a copy to: Jack H. Harrison, Esq.
924 Montclair Road, Suite 202
Birmingham, Alabama 35233

For Developer,
Daniel/Fidelity
DMB600: c/o Daniel Corporation
Meadow Brook Corporate Park
1200 Corporate Drive
Birmingham, Alabama 35242
Attention: Michael D. Fuller

with a copy to: c/o Daniel Corporation
Meadow Brook Corporate Park
1200 Corporate Drive
Birmingham, Alabama 35242
Attention: Stephen R. Monk

(i) The following appendices, schedules and exhibits which are attached hereto are hereby incorporated into and shall be deemed a part of this Agreement:

Exhibit A-1: Legal Description of Undeveloped Land

Exhibit A-2: Legal Description of Leased Land

Exhibit A-3: Legal Description of Daniel/Fidelity Land

Exhibit A-4: Legal Description of DMB600 Land

Appendix I: Development Plan

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

By: Linda Crump
Its: City Clerk

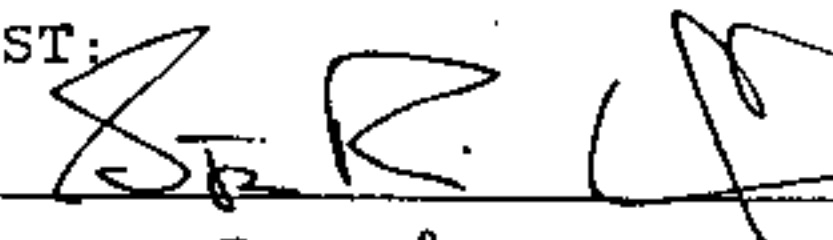
CITY OF HOOVER

By: Ed Skinner
Its: Mayor

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ATTEST:

By:


Its: Secretary

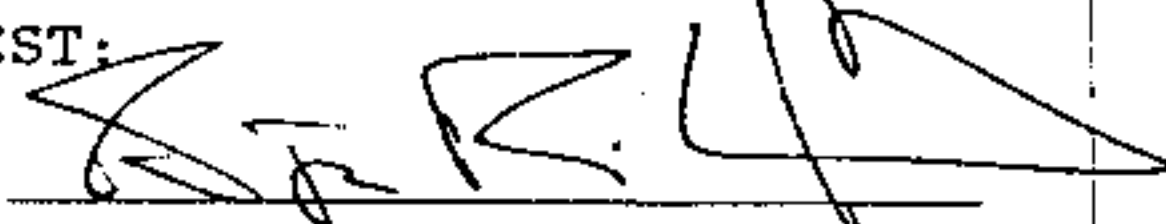
ATTEST:

By:


Its: Secretary

ATTEST:

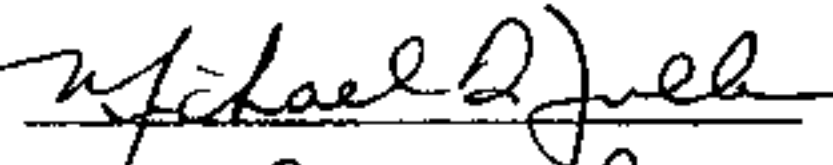
By:


Its: Secretary

DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Daniel Realty Investment
Corporation, Its General
Partner

By:


Its: Sec. V.P.

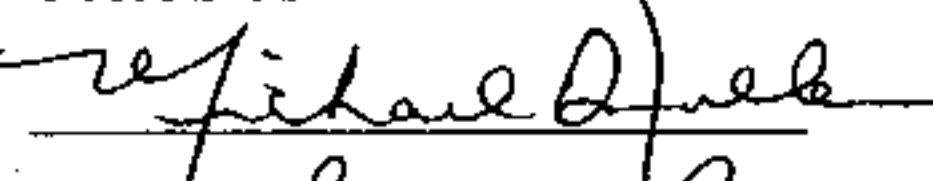
DANIEL/FIDELITY MEADOW BROOK
CORPORATE PARK GENERAL PARTNERSHIP,
an Alabama general partnership

By: Daniel Meadow Brook Associates,
an Alabama general partnership,
Its Managing General Partner

By: Daniel Meadow Brook One
Limited Partnership,
a Virginia limited partnership,
Its Managing Partner

By: Daniel Realty Investment
Corporation - Meadow Brook One,
Its General Partner

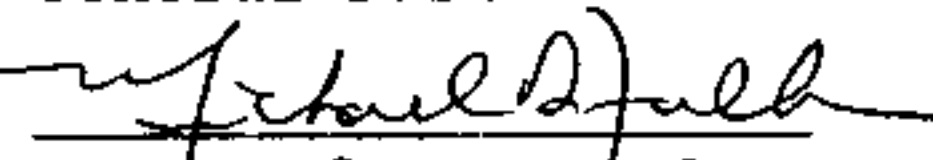
By:


Its: Sec. V.P.

DANIEL MEADOW BROOK 600
LIMITED PARTNERSHIP,
an Alabama limited partnership

By: Daniel Realty Investment
Corporation - MB600,
an Alabama corporation
Its General Partner

By:


Its: Sec. V.P.

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Frank S. Skinner, Jr. whose name as Mayor of the City of Hoover, Alabama, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Hoover, Alabama.

Given under my hand and official seal this 20th day of November, 1990.

My commission expires: September 11, 1994

Valie McRutt
Notary Public

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Michael D. Fuller whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 19th day of November, 1990.

MY COMMISSION EXPIRES FEBRUARY 26, 1994

My commission expires: _____

Sheila A. Ellis
Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a Virginia corporation, as General Partner of DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, as Managing General Partner of DANIEL MEADOW BROOK ASSOCIATES, an Alabama general partnership, which is Managing General Partner of DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 19th day of November, 1990.

My commission expires: MY COMMISSION EXPIRES FEBRUARY 26, 1994

Shirley A. Ellis
Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK 600, a Virginia corporation, as General Partner of DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 19th day of November, 1990.

My commission expires: MY COMMISSION EXPIRES FEBRUARY 26, 1994

Shirley A. Ellis
Notary Public

EXHIBIT A-1

Undeveloped Land Legal Description

Lots 1*, 6, 7 and 9, and Lots A-E, inclusive, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded then Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

Lot 11A-1, Meadow Brook Corporate Park South, Phase II, according to the Resurvey of Lots 11A and 11B, as recorded in Map Book 13, Page 84 in the Probate Office of Shelby County, Alabama.

Lots 11C, 11D and 11E according to the Resurvey of Lot 11, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13, Page 82, in the Probate Office of Shelby County, Alabama.

Lot 2B according to the resurvey of Lot 2, Meadow Brook Corporate Park, Phase I, as recorded in Map Book 12, Page 13, in the Probate Office of Shelby County, Alabama.

*Lot 1 has been transferred and conveyed to Locklin & Locklin, an Alabama general partnership, which, by separate agreement (a copy of which immediately follows this Exhibit A-1), has agreed to the annexation of Lot 1 into the City and Lot 1 being subject to the Meadow Brook Corporate Park Planned Unit Development Zoning Application and Development Plan.

ANNEXATION PETITION

We, the undersigned, as the owners of the real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereby request and petition the City of Hoover to take whatever action is necessary to cause the Property to be annexed into the corporate limits of the City of Hoover. We further consent to the inclusion of the Property in the Planned Unit Development Zoning Application and Development Plan for Meadow Brook Corporate Park prepared by Daniel U.S. Properties Limited Partnership.

Dated this 24 day of July, 1990.

OWNER:

LOCKLIN & LOCKLIN,
an Alabama general partnership

By: [Signature]

Its: General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Andrew Locklin whose name as general partner of LOCKLIN & LOCKLIN, an Alabama general partnership is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such general partner and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said partnership.

Given under my hand and official seal, this the 24th day of July, 1990.

[Signature]
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES FEBRUARY 26, 1994

EXHIBIT A

Lot 1, according to the Map and Survey of Meadow Brook
Corporate Park South, Phase II, as recorded in Map Book 12,
Page 10 in the Probate Office of Shelby County, Alabama.

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EXHIBIT A-2

Leased Land Legal Description

Lots 2 and 4 according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama.

EXHIBIT A-3

Daniel/Fidelity Land Legal Description

Lot 1, according to the Map and Survey of Meadow Brook Corporate Park, Phase I, as recorded in Map Book 11, Page 72 in the Probate Office of Shelby County, Alabama.

BOOK 330 PAGE 119

EXHIBIT A-4

DMB600 Land Legal Description

Lot 11B-1, Meadow Brook Corporate Park South, Phase II,
according to the Resurvey of Lots 11A and 11B, as recorded
in Map Book 13, Page 84, in the Probate Office of Shelby
County, Alabama.

APPENDIX I

PUD Application and Development Plan

MEADOW BROOK CORPORATE PARK

PLANNED UNIT DEVELOPMENT

ZONING APPLICATION AND DEVELOPMENT PLAN

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**MEADOW BROOK CORPORATE PARK
PLANNED UNIT DEVELOPMENT ZONING APPLICATION
AND DEVELOPMENT PLAN**

INTRODUCTION

Daniel U.S. Properties Limited Partnership, a Virginia limited partnership (the "Developer"), is the developer and owner of certain real property situated in Shelby County, Alabama which has been or will be developed for mixed office and commercial/retail land uses and is commonly known as "Meadow Brook Corporate Park" (the "Park"). Developer has sold or leased to third parties parcels of real property within the Park and has retained the ownership of those undeveloped parcels within the Park which are more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference. The undeveloped parcels within the Park comprise approximately 106 acres of land.

Daniel/Fidelity Meadow Brook Corporate Park General Partnership, an Alabama general partnership ("Daniel/Fidelity"), is the leasehold owner and Developer is the fee owner of two parcels of real property within the Park which are more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference upon which two (2) office buildings known as "Meadow Brook 100" and "Meadow Brook 500" containing approximately 140,000 and 145,000 gross square foot of space, respectively, are situated. Daniel/Fidelity is also the owner of one parcel of real property within the Park which is more particularly described in Exhibit A-3 and incorporated herein by reference upon which the approximate 135,000 gross square foot office building known as "Meadow Brook 1200" is situated. Daniel Meadow Brook 600 Limited Partnership, an Alabama limited partnership ("DMB600"), is the owner of a parcel of land within the Park which is more particularly described in Exhibit B-4 attached hereto and incorporated herein by reference upon which the approximate 45,000 gross square foot office building known as "Meadow Brook 600" is situated. Developer, Daniel/Fidelity and DMB600 are hereinafter sometimes collectively referred to as the "Applicant". All of the real estate described in Exhibits A-1, A-2, A-3, and A-4 is hereinafter collectively referred to as the "Property".

The following information is being submitted by Applicant as part of and in connection with the Annexation Agreement (the "Annexation Agreement") among Developer, Daniel/Fidelity and DMB600 and the City of Hoover, Alabama, an Alabama municipal corporation (the "City") in order to satisfy the requirements of Articles XII, Section 2, of the Zoning Ordinance of the City (the "Zoning Ordinance") for the zoning of the Property as a Planned Unit Development ("PUD"). The Annexation Agreement is incorporated into this Application and Development Plan as if fully set out in full herein.

A. APPLICATION FEE

In accordance with the provisions of Article XII, Section 2.3A of the Zoning Ordinance, a check in the amount of \$100.00 has been deposited simultaneously herewith by the Applicant with the City.

B. MASTER DEVELOPMENT PLAN

In accordance with the provisions of Article XII, Section 2.3B of the Zoning Ordinance, the Master Development Plan for Meadow Brook Corporate Park dated August 1990 prepared by Walter Schoel Engineering Company (the "Master Plan") is attached hereto as Exhibit B and incorporated hereby by reference. The Master Plan indicates the location of all existing and proposed public streets and thoroughfares within the Park as well as all greenbelts (natural buffer areas) and rear building setbacks, if any, which shall exist between the Park and adjacent single-family residential property. The Master Plan indicates that the Property shall be a planned unit development consisting of both planned office ("PO") and planned commercial ("PC") land uses within the meanings set forth in Article XII "Planned Unit Development" of the Zoning Ordinance. The provisions of Section 6 of Article XII of the Zoning Ordinance shall be applicable to any "major change" (as defined therein) to the Master Plan.

C. PLANNING CRITERIA OF THE PUD

Section 1. Legal Description. The legal description of the Property subject to the Meadow Brook Corporate Park PUD is attached hereto as Exhibits A-1, A-2, A-3 and A-4.

Section 2. General Description of Surrounding Area and Current Zoning. The Property consists of approximately 137 acres of land situated in Shelby County, Alabama of which approximately 106 acres remain undeveloped and approximately 31 acres have been developed by the construction of low to mid-rise office buildings thereon which total, in the aggregate, approximately 465,000 gross

square feet of office building space. The Property is located in Meadow Brook Corporate Park which is part of the mixed use development known as "Meadow Brook" which consists of the aforementioned office and commercial development as well as approximately 900 acres of single-family and multi-family residential property upon which approximately 875 single-family residential homes, 50 townhomes or duplex (or cluster or patio) homes and 184 apartment units have been constructed. Meadow Brook Corporate Park may be accessed directly from U.S. Highway 280 and Alabama Highway 119. The entire 1,100 acre Meadow Brook development (which includes the Park) has been zoned "Special District" under the Shelby County, Alabama zoning ordinance which allows for a mixed use development. The Special District zoning for the Property adopted by the Shelby County, Alabama Planning Commission has approved land uses and densities substantially similar to those specified in the Master Plan and more particularly described in this Application and Development Plan. Real property situated to the east of the Property (which is not part of the Meadow Brook mixed used development) is zoned Office and Industrial (O&I) and Agricultural (A-1) pursuant to the Shelby County, Alabama zoning ordinance. The real property situated to the west of the Property (which is not part of the Meadow Brook mixed use development) is situated within the corporate limits of the City of Hoover and is subject to a PUD zoning classification.

Section 3. Planning Objectives to be Achieved by the Meadow Brook PUD. The Property shall continue to be a part of Meadow Brook Corporate Park which shall be developed in accordance with restrictive covenants which affect all of the Park. One set of restrictive covenants (the "North Park Restrictions") affects the northern portion of the Park (that portion of Meadow Brook Corporate Park lying to the north of Meadow Brook Road) and one set of restrictive covenants (the "South Park Restrictions") affects only the southern portion of the Park (that portion of Meadow Brook Corporate Park lying south of Meadow Brook Road). The North Park Restrictions and the South Park Restrictions (collectively, the "Restrictive Covenants") (a) provide for the review and approval of all construction and architectural plans and specifications for all improvements within the Park by an architectural control committee, (b) establish a non-profit owner's association which shall own and maintain the common areas within the Park and assess each lot owner within the Park for its prorata share of all costs of operating, maintaining, repairing, managing and owning the common areas and (c) establish definitive development guidelines and criteria (the "Development Guidelines") for the Park.

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The planning objectives which will be achieved by the zoning of the Property as a PUD include (1) the continuation of the controlled mixed use development within the entire Meadow Brook development (by allowing commercial and office building uses along major road frontages while preserving the structured development plan which is already in existence for the Park (which slowly scales down the size of the type buildings which may be built next to single-family residential homes); (2) the preservation of man-made and natural landscaping features such as lakes, fountains and walkways presently existing in the Park; (3) the continued promotion of efficient land use to facilitate a more effective and efficient method of arranging and coordinating the use of buildings, roadways and infrastructure (which may not be as plausible under conventional zoning classifications); (4) the establishment of separate setbacks, minimum yard requirements, greenbelts, off-street parking requirements and building size restrictions; and (5) as stated previously in Section 2 above, the proposed development for the Property, as shown on the Master Plan, will be substantially similar to the land uses which have been previously approved by the Shelby County, Alabama Planning Commission which, for lack of other classifications, is substantially similar to the "Planned United Development" zoning classification set forth in the City's Zoning Ordinance.

The assumptions and projections made by Applicant in submitting this Application and Development Plan have included (1) the existing development in the Park as well as along U.S. Highway 280, which is one of the highest and largest growth areas in the State of Alabama; and (2) the size of the entire Meadow Brook development which has, for the most part, been built-out with the Park being developed as part of a planned development utilizing land uses comparable to those allowed under the Hoover PUD zoning classification.

Section 4. Development Schedule. Development of the Park commenced in 1984 and has undergone continued development and construction since that time. Following the receipt of the PUD zoning classification, Developer will continue development of the undeveloped portions of the Property.

Section 5. Quantitative Data and Development Criteria.

(a) The Park comprises approximately 178 acres (inclusive of roads and common areas). Approximately 22 acres of roads run throughout the Park. This Application and Development Plan shall apply to the approximately 135 acres (exclusive of roadways) comprising the Property (31.32 acres of which have been developed and 103.54 acres of which remain undeveloped). Property in the Park

owned by Jefferson Federal Savings and Loan Association, Colonial National Bank, Key Royal Automotive Company and Konrad Ulmer (Alabama Resource Center) are being annexed by separate annexation petition and are not part of the quantitative data set forth below. Property in the Park owned by U.S. Postal Service, Kindercare and USE&G Income Properties II Limited Partnership (Meadow Brook 300 Office Building) are not being annexed into the City and are not part of the quantitative data set forth below. Acreage planned for each land use district comprising the Property is as follows:

<u>Land Use District</u>	<u>Gross Acreage (approximate)</u>
1. Planned Residential (PR-1)	-0-
2. Planned Multi-Family (PR-2)	-0-
3. Planned Office (PO)	92
4. Planned Commercial (PC)	43
5. Planned Industrial (PI)	<u>-0-</u>
Total	<u><u>135</u></u>

(b) The Property will be excepted from the typical and more conventional zoning and building regulations of the City's Zoning Ordinance regarding minimum/maximum land use densities, setbacks and minimum yard requirements, floor areas, signage, off-street parking and greenbelts. All development affecting the Property shall be subject to the Restrictive Covenants and Development Guidelines which affect all of the Park, copies of which have been submitted to the City simultaneously with this Application and Development Plan. In addition to the covenants, conditions, restrictions and requirements of such Restrictive Covenants and the Development Guidelines referenced therein, the development criteria set forth in Exhibits C through E attached hereto and incorporated herein by reference (collectively, the "Development Criteria"), shall be applicable to the development of the Property. Notwithstanding anything provided herein or in the Development Criteria to the contrary, in the event of any conflict or ambiguity between the terms of the Restrictive Covenants and the Development Guidelines, the more restrictive of the two shall at all times control. Capitalized terms used in the Development Criteria shall have the same meanings given to them in this Zoning Application and Development Plan.

Section 6. Utilities. The Property is currently served by the following utilities:

- Electricity - Alabama Power Company
- Telephone - South Central Bell Telephone Company
- Water - The Water Works and Sewer Board of the City of Birmingham (Shelby County, Alabama should also be in a position to provide water service to the Park by mid-to-late 1990)
- Sewer - Public sewer services are provided by The Water Works and Sewer Board of the City of Birmingham and by Shelby County, Alabama. (Sewer lines within the Park which are utilized by The Water Works and Sewer Board of the City of Birmingham are owned by the Developer; whereas Shelby County, Alabama owns all sewer lines within the Park which are connected to the Shelby County, Alabama sewer system).
- Gas - Gas is not presently utilized in the Park (with the exception of service to the Colonial Bank building situated at the corner of Meadow Brook Road and U.S. Highway 280); however, gas lines of Alabama Gas Corporation lie within the right-of-way of U.S. Highway 280 and are available for use, if desired.

Section 7. Restrictive Covenants. The Restrictive Covenants and Development Guidelines for the Park, as well as the charter and bylaws of the nonprofit owner's associations for the Park have been submitted contemporaneously with this Application and Development Plan. Developer, in its discretion, may amend, alter and modify the Restrictive Covenants and Development Guidelines from time to time.

Section 8. Street and Subdivision Design and Engineering Standards. Notwithstanding anything provided herein or in the City's Subdivision Regulations to the contrary, the following provisions shall be applicable to the development of the Property:

(a) All existing streets and roadways situated in the Park, as shown on the Master Plan, have been constructed in accordance with the rules and regulations promulgated by Shelby County, Alabama. The City does hereby accept all such existing streets and roadways and agrees to maintain the same.

(b) Street and accent lights, irrigation systems and landscaped areas may be located within the rights-of-way (including medians) of any public roadways within the Park.

(c) Sidewalks shall not be required but Developer may construct the same in the rights-of-way of any public roadway subject to compliance with applicable City standards and requirements.

(d) Street lighting and street and informational signage shall be allowed to be erected within any public road rights-of-way (including medians); however, the City shall have no obligation to maintain, repair or operate any street lights. The City shall assume all repair and replacement obligations (using comparable and equivalent signs and signals) for all street signage and traffic control signals located within publicly dedicated roadways in the Park.

(e) Compliance with the rules and regulations of the applicable utility company or authority as to the method of installation and materials to be used for any utility service shall be deemed compliance with all standards and requirements of the City.

(f) The City accepts and agrees to maintain all existing storm sewers, lines, pipes, lines and conduits within the Park and shall accept and maintain all future storm sewers, lines, pipes, drains and conduits within the Park so long as the same have been constructed in accordance with applicable requirements of the City, including inspection of the same during construction.

(g) No building permits or other permits shall be required to excavate for or utilize water wells within the Park.

(h) Building permits will be issued by the City only if ACC (Architectural Control Committee) approval of the plans and specifications have been obtained and copies of such ACC approval are provided to the City by the applicant prior to the issuance of the City's building permit.

(i) Article IV of the Subdivision Regulations of the City shall be applicable to the subdivision of any portion of the Property; provided, however, that the only fees or other sums to be charged by the City for approving any subdivision plat shall be the same fees charged pursuant to the fee schedule of the City in existence as of the date hereof.

Section 9. Interim Uses. Subject to the provisions of Article XII, Section 8.2E of the Zoning Ordinance, any undeveloped portion of the Property may be utilized for temporary or interim uses, which uses may include any of the following:

1. Temporary or permanent parking areas;
2. One or more information and/or sales centers;
3. Special events such as musical concerts, picnics and other recreational uses;
4. Borrow and fill areas for the purpose of land massing operations on any portion of the Property;
5. Planting and landscaping areas for stocking, growing and maintaining plants and other necessary landscaping equipment, machinery, garages, tools and buildings to be utilized in connection with the Property;
6. Construction materials storage areas, including construction trailers and construction equipment and materials;
7. Other recreational and conservation uses currently being undertaken with respect to any portion of the Property;
8. Heli-pads for private helicopter landings and takeoffs; and
9. Temporary signage advertising the Property or any portion thereof for sale or lease or the location of businesses or activities being conducted on the Property.

IN WITNESS WHEREOF, the undersigned have caused this Application and Development Plan to be executed as of the _____ day of _____, 1990.

DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Daniel Realty Investment
Corporation, Its General
Partner

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DANIEL/FIDELITY MEADOW BROOK
CORPORATE PARK, an Alabama
general partnership

By: Daniel Meadow Brook Associates
an Alabama general partnership
Its Managing General Partner

By: Daniel Meadow Brook One
Limited Partnership,
a Virginia limited partnership
Its Managing General Partner

By: Daniel Realty Investment
Corporation - Meadow Brook One
Its General Partner

By: _____
Its: _____

DANIEL MEADOW BROOK 600
LIMITED PARTNERSHIP,
an Alabama limited partnership

By: Daniel Realty Investment
Corporation - MB600,
an Alabama corporation
Its General Partner

By: _____
Its: _____

APPROVAL OF APPLICATION

The foregoing Meadow Brook Corporate Park Planned Unit Development Zoning Application and Development Plan dated _____, 1990 is hereby approved.

Date: _____, 1990.

THE PLANNING AND ZONING
COMMISSION OF THE CITY
OF HOOVER, ALABAMA

By: _____
Its Chairman

THE CITY COUNCIL OF THE CITY
OF HOOVER, ALABAMA

By: _____
Council President

THE CITY OF HOOVER, ALABAMA

By: _____
Its Mayor

EXHIBIT A-1

Undeveloped Land Legal Description

Lots 1*, 6, 7 and 9, and Lots A-E, inclusive, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded then Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

Lot 11A-1, Meadow Brook Corporate Park South, Phase II, according to the Resurvey of Lots 11A and 11B, as recorded in Map Book 13, Page 84 in the Probate Office of Shelby County, Alabama.

Lots 11C, 11D and 11E according to the Resurvey of Lot 11, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13, Page 82, in the Probate Office of Shelby County, Alabama.

Lot 2B according to the resurvey of Lot 2, Meadow Brook Corporate Park, Phase I, as recorded in Map Book 12, Page 13, in the Probate Office of Shelby County, Alabama.

*Lot 1 has been transferred and conveyed to Locklin & Locklin, an Alabama general partnership, which, by separate agreement (a copy of which immediately follows this Exhibit A-1), has agreed to the annexation of Lot 1 into the City and Lot 1 being subject to the Meadow Brook Corporate Park Planned Unit Development Zoning Application and Development Plan.

ANNEXATION PETITION

We, the undersigned, as the owners of the real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereby request and petition the City of Hoover to take whatever action is necessary to cause the Property to be annexed into the corporate limits of the City of Hoover. We further consent to the inclusion of the Property in the Planned Unit Development Zoning Application and Development Plan for Meadow Brook Corporate Park prepared by Daniel U.S. Properties Limited Partnership.

Dated this 24 day of July, 1990.

OWNER:

LOCKLIN & LOCKLIN,
an Alabama general partnership

By: [Signature]

Its: General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Andrew Locklin whose name as general partner of LOCKLIN & LOCKLIN, an Alabama general partnership is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such general partner and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said partnership.

Given under my hand and official seal, this the 24th day of JULY, 1990

[Signature]

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES FEBRUARY 26, 1994

EXHIBIT A

Lot 1, according to the Map and Survey of Meadow Brook
Corporate Park South, Phase II, as recorded in Map Book 12,
Page 10 in the Probate Office of Shelby County, Alabama.

EXHIBIT A-2

Leased Land Legal Description

Lots 2 and 4 according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama.

EXHIBIT A-3

Daniel/Fidelity Land Legal Description

Lot 1, according to the Map and Survey of Meadow Brook Corporate Park, Phase I, as recorded in Map Book 11, Page 72 in the Probate Office of Shelby County, Alabama.

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EXHIBIT A-4

DMB600 Land Legal Description

Lot 11B-1, Meadow Brook Corporate Park South, Phase II,
according to the Resurvey of Lots 11A and 11B, as recorded
in Map Book 13, Page 84, in the Probate Office of Shelby
County, Alabama.

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EXHIBIT B
Master Plan

Attached hereto is a reduced-sized copy of the Master Plan for Meadow Brook Corporate Park dated August, 1990 prepared by Walter Schoel Engineering Company, Inc. A full-sized copy of the Master Plan has been delivered contemporaneously herewith to the City.

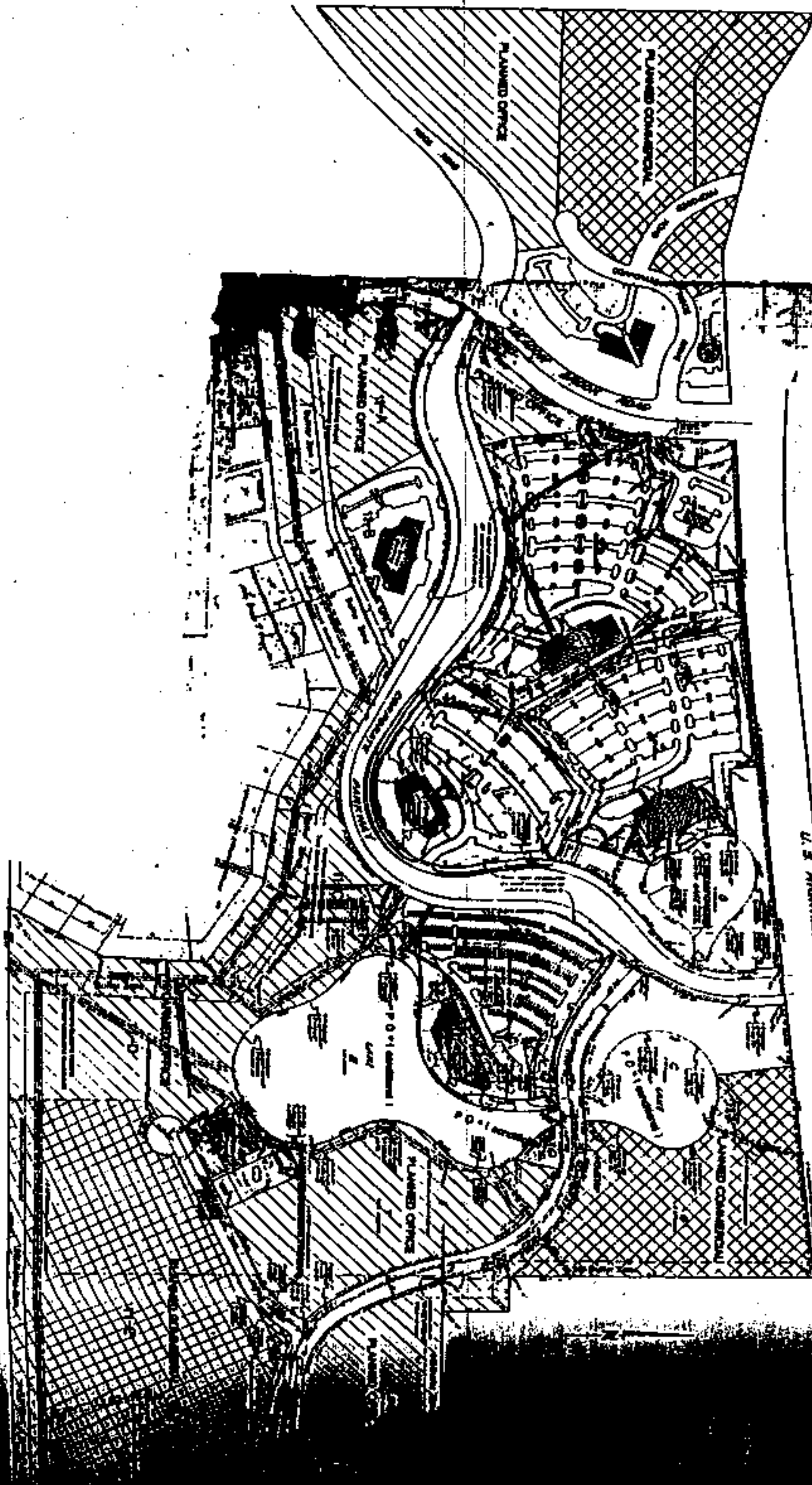


EXHIBIT C

DEVELOPMENT CRITERIA FOR PLANNED SINGLE-FAMILY (PR-1) DISTRICTS

The Master Plan for the Property does not include any PR-1 Districts. However, if in the future, any additional property is brought within the Meadow Brook Corporate Park PUD which includes single-family residential land uses, then the provisions of this Exhibit C shall be applicable to such property. Each PR-1 District may be subject to Restrictive Covenants which may also provide for an ACC to review all development plans.

To the extent single-family residential property is brought within the Meadow Brook Corporate Park PUD, then the minimum/maximum land use requirements, setback/yard requirements, minimum floor area requirements, signage and height limitations, off-street parking requirements, greenbelt requirements and exterior lighting limitation set forth in the zoning ordinance of such governmental authority having jurisdiction over such property immediately priority to addition of the same to the Meadow Brook Corporate Park PUD shall be deemed adopted by the City and shall continue to be applicable to such property. Furthermore, to the extent any such property is subject to restrictive covenants at the time such property is brought within the Meadow Brook Corporate Park PUD, then such restrictive covenants shall also continue to be binding on such property. However, in the event such additional property is not subject to any existing zoning ordinance or restrictive covenants which address any of the following matters, then the following shall be applicable to any property brought into the Meadow Brook Corporate Park PUD as PR-1 land use districts:

A. Minimum/Maximum Land Use Density. PR-1 land districts may include attached and detached single-family dwellings (including attached and detached single-family and two-family residential dwellings, townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes, cluster homes and patio homes), accessory structures and any other uses allowed under Article XII of the Zoning Ordinance.

Within any PR-1 zoning classification, certain areas thereof may be designated as "Medium Density". Any Medium Density areas may be developed for attached or detached single-family dwellings, townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes, cluster homes, patios homes or for accessory structures and any other uses allowed under Article XII of the Zoning Ordinance.

With the exception of Medium Density areas, the maximum building space density for any single-family detached dwelling units shall be 2.9 dwelling units per gross acre. This is the same development density allowed for single-family (R-1) zoning classification set forth in Article VI, Section IV of the Zoning Ordinance.

Any Medium Density areas may be developed at a maximum density of five (5) dwelling units per gross acre within such area. This density is substantially less than the densities allowed under the R-T-4 zoning classification set forth in Article VI, Section 8 of the City's Zoning Ordinance (which allows 10 units per acre). Specific areas of any Medium Density areas may exceed five (5) dwelling units per acre; however, when the total number of dwelling units built within all Medium Density areas is divided by the total gross acreage of all Medium Density areas, the overall density shall not exceed five (5) units per acre.

B. Setbacks/Yards. The Restrictive Covenants for all PR-1 Districts may specify and establish minimum building setback/yard requirements for each subdivision. However, the following shall constitute the minimum building setback requirements for detached single-family residences and for all Medium Density areas:

(i) Single-Family Detached Dwellings.

Front setback/yard:	35 feet
Rear setback/yard:	35 feet
Side setback/yard:	10 feet

(ii) Medium Density Areas.

Front setback/yard:	25 feet
Rear setback/yard:	25 feet
Side setback/yard:	5 feet

To the extent setbacks are not specified in Restrictive Covenants for PR-1 Districts, the foregoing PR-1 Districts, the foregoing setbacks shall be applicable. All setbacks are measured from the property line of the lot (or property) being developed. No side setback/yard requirements shall be applicable to Medium Density areas if the dwelling units shall have common walls, unless set forth in the Restrictive Covenants for such development. Without further action or approval of the City, the Restrictive Covenants for the land within the PR-1 land use districts as well as the ACC established under each set of Restrictive Covenants may increase or, where warranted, decrease, the minimum setback/yard requirements set forth above.

C. Floor Areas. The minimum floor areas for developments in the PR-1 Districts shall be as follows:

- (i) Single-Family Detached Dwellings. One story detached dwellings shall have a minimum floor area of 1,500 square feet and, with respect to one and one-half story or two or more story detached dwellings, the first floor shall have a minimum of 1,000 square feet and the total minimum floor area of such detached dwelling unit shall be 1,900 square feet.
- (ii) Medium Density Area. One story dwellings shall have a minimum floor area of 1,250 square feet per unit. With respect to two or three story dwellings, the first floor shall have a minimum of 750 square feet and the total minimum floor area of any multi-story dwelling unit shall be not less than 1,250 square feet.

All floor areas described above shall mean the "floor-area-livable", as defined in the Zoning Ordinance. The Restrictive Covenants applicable to each subdivision or development within the PR-1 Districts or the deed evidencing the conveyance of such lot shall specify the minimum floor areas for each development. Any decrease in the minimum floor areas set forth above must be approved by the City.

D. Signage. Signage identifying subdivisions, and directional and informational signage shall be allowed in all PR-1 Districts. In addition, standards for all mailboxes, street and traffic signage (so long as the traffic signage complies with the minimum standards and requirements of the City or are otherwise approved by the building inspector of the City), directional and informational signage and for-sale, rental and temporary signage may also be included in the Restrictive Covenants for all PR-1 Districts.

E. Maximum Building Height. Buildings or dwelling in the PR-1 Districts shall not exceed three (3) stories in height.

F. Off-Street Parking. The minimum off-street parking requirements for all dwellings built within the PR-1 Districts (including the Medium Density areas) shall be two (2) spaces per dwelling unit (garage, basement, carport and other off-street parking shall be included in determining the number of parking spaces for a unit).

G. Greenbelt Requirements. Except for greenbelts which may be established for conditional uses (which uses and the development plan for the same are to be approved by the City Planning and Zoning Commission), no greenbelts, shall be required in the PR-1 Districts.

H. Exterior Lighting. Exterior light fixtures shall not be installed at a point on any dwelling higher than the eaves of such dwellings. Additional lighting standards and regulations may be provided in the Restrictive Covenants or the Development Guidelines for each development within the PR-1 Districts.

I. Conditional Uses. Any conditional uses within the PR-1 Districts of the Property must be approved as provided in the Zoning Ordinance. Any such approved conditional uses shall comply with the Development Criteria set forth in this Application and Development Plan for the district in which it is expressly permitted.

EXHIBIT D

DEVELOPMENT CRITERIA FOR PLANNED MULTI-FAMILY (PR-2) DISTRICTS

The Master Plan for the Property does not include any PR-2 Districts. However, if in the future, any additional property is brought within the Meadow Brook Corporate Park PUD which includes multi-family residential land uses, then the provisions of this Exhibit D shall be applicable to such property. Each PR-2 District shall be subject to Restrictive Covenants which shall also provide for an ACC to review all development plans. Such Restrictive Covenants may provide further restrictions on development of PR-2 land use districts and may be more restrictive than the provisions set forth below.

To the extent any multi-family property is brought within the Meadow Brook Corporate Park PUD, then the minimum/maximum land use requirements, setback/yard requirements, minimum floor area requirements, signage and height limitations, off-street parking requirements, greenbelt requirements and exterior lighting limitations set forth in the zoning ordinance of such governmental authority having jurisdiction over such property immediately prior to addition of the same to the Meadow Brook Corporate Park PUD shall be deemed adopted by the City and shall continue to be applicable to such property. Furthermore, to the extent any such property is subject to restrictive covenants at the time such property is brought within the Meadow Brook Corporate Park PUD, then such restrictive covenants shall also continue to be binding on such property. However, in the event such additional property is not subject to any existing zoning ordinance or restrictive covenants which address any of the following matters, then the following shall be applicable to any property brought into the Meadow Brook Corporate Park PUD as PR-2 land use districts:

A. Minimum/Maximum Land Use Density. PR-2 Districts may be developed at a maximum density of seven and one-half (7½) dwelling units (apartment units) per gross acre of land within the PR-2 land use area (gross acreage includes all lands utilized for roads, parks, greenbelts and parking within the PR-2 Districts). This development density is substantially less than the density allowed for the Multi-Family (R-4) zoning classification set forth in Article VI, Section 7 of the Zoning Ordinance of the City (which allows 10.89 units per acre). Specific areas within the PR-2 Districts may exceed seven and one-half (7½) dwelling units per acre; however, when the

total number of dwelling units built in the PR-2 Districts is divided by the total gross acreage of all land within the PR-2 Districts, the overall density shall not exceed seven and one-half (7½) dwelling units per gross acre.

B. Setbacks/Yards. The Restrictive Covenants for the PR-2 Districts may specify and establish minimum building setback/yard requirements. Although the minimum building setback/yard requirements may vary from one PR-2 development to the next, the following minimum building setback/yard requirements shall be applicable to all of the PR-2 Districts:

Front setback/yard:	35 feet
Rear setback/yard:	30 feet
Side setback/yard:	20 feet

To the extent setbacks are not specified in Restrictive Covenants for PR-2 Districts, the foregoing setbacks shall be applicable. The above setbacks shall be measured from the property lines of that portion of the Property being developed for PR-2 land use purposes. Without further action or approval of the City, the foregoing minimum building setback/yard requirements may be increased by Developer or the ACC established for such development; however, any decrease in the above minimum setback/yard requirements must be approved by the City.

C. Floor Areas. The minimum floor areas for all multi-family dwellings within PR-2 Districts shall be 700 square feet per unit. The number of efficiency units in a multi-family development project shall not exceed fifteen percent (15%) of the total number of multi-family dwellings in the development project and each efficiency unit must have a minimum livable floor area of 500 square feet. The minimum floor areas specified above may be increased by Developer without any further action or approval by the City but any decrease shall be deemed a "major change" to the Development Plan.

D. Signage. Entranceways and signage identifying the multi-family development may be installed and maintained at all entrances of such development. Standards for all mailboxes, street and traffic signage (so long as the traffic signage complies with the minimum standards and requirements of the City or are otherwise approved by the building inspector of the City), directional and informational signage and for-sale, rental and temporary signage may also be included in the Restrictive Covenants for all PR-2 Districts.

E. Maximum Building Height. The provisions of Article XII, Section 4B4 of the Zoning Ordinance shall be applicable to all developments within PR-2 Districts. As specified in said section of the Zoning Ordinance, the following building height limitations shall be applicable to all PR-2 Districts:

<u>Distance to Single-Family Residential District Boundary</u>	<u>Maximum Building Height</u>
(i) Within 300 feet	3 stories
(ii) More than 300 feet but less than 500 feet	6 stories
(iii) More than 500 feet	10 stories

F. Loading and Off-Street Parking.

(a) Each development in any PR-2 District shall provide a service yard or service area of adequate size and location to facilitate trash removal and, if any building constructed in the PR-2 Districts exceeds three (3) stories in height, then such building shall also provide a service area for loading and unloading of merchandise, materials and otherwise handling deliveries. Such service yards or service areas shall be paved, be accessible to a public or private street or roadway, be enclosed on at least three (3) sides and be screened (to the extent practicable) from view from any public street by walls, fences or landscaping.

(b) The minimum off-street parking requirements for all multi-family developments within PR-2 Districts shall be two (2) spaces per dwelling unit (garage, basement, carport and other forms of off-street parking shall be included in determining the number of parking spaces).

G. Greenbelt Requirements. With respect to any portions of PR-2 Districts which abut or are directly contiguous to any existing detached single-family residential areas, a 20-foot greenbelt shall be established and maintained on those portions of the Property being developed for any of the uses authorized for PR-2 land districts. The greenbelts established for any of the foregoing described areas may be maintained as natural areas without requirement that walls, fences or additional trees, shrubbery, plant life, landscaping or berming be installed, planted or maintained in such areas.

H. Exterior Lighting. Exterior building, parking lot and security lighting for PR-2 Districts which are located immediately adjacent to or abut single-family residential areas shall be designed and constructed to

avoid, to the extent practicable, excessive intrusion onto the adjacent resident areas by shortening light poles, spacing of light poles and utilizing high cut-off angles to minimize glare onto such residential areas. Additional lighting standards and regulations may be provided in the Restrictive Covenants or the Development Guidelines for each development within the PR-2 Districts.

I. Conditional Uses. Any conditional uses within the PR-2 Districts of the Property must be approved as provided in the Zoning Ordinance. Any such approved conditional uses shall comply with the Development Criteria set forth in this Application and Development Plan for the district in which it is expressly permitted (e.g., any single-family residential development in a PR-2 District shall comply with the Development Criteria for the PR-1 Districts).

EXHIBIT E

DEVELOPMENT CRITERIA FOR PLANNED OFFICE (PO) DISTRICTS

A. Minimum/Maximum Land Use Density.

Under the Special District zoning approved for all of the Park by the Shelby County Planning Commission, the maximum building space density for all of the Park was established at 1,652,500 gross square feet of floor area. As of the date hereof, 655,500 gross square feet of floor area has been constructed and completed within the Park (See Exhibit E-1 attached hereto which indicates the acreage of the real property and the completed square footage of all buildings built within the Park). Accordingly, based on the density restrictions established by the Shelby County Planning Commission (which Developer has agreed to retain and implement under this Application and Development Plan), 997,000 gross square feet of floor area remains for future build-out. The remaining, undeveloped portions of the Park comprise 103.54 acres of which 43.21 acres have been designated as part of a PC land use district and 60.33 acres have been designated as part of a PO land use district (See Exhibit E-2 attached hereto).

With respect to the 60.33 undeveloped acres shown on the Master Plan for the Park which are within the PO Districts, three (3) lots (Lots 11A-1, 11C and 11D) totalling 20.4 acres are subject to special density limitations as described below. Accordingly, with respect to all PO Districts of the Park (exclusive of Lots 11A-1, 11B-1, 11C and 11D, as described below), the maximum building density for all PO Districts shall not exceed 413,511 gross square feet of floor area. The foregoing building space density may be allocated to one lot or may be disproportionately allocated throughout the undeveloped portions of the PO Districts (other than Lots 11A-1, 11B-1, 11C and 11D) as may be determined from time to time by Developer so long as the maximum building space density for the undeveloped portions of the PO Districts, as described in Exhibit E-2 hereto (exclusive of Lots 11A-1, 11B-1, 11C and 11D), does not exceed 413,511 gross square feet of floor area.

As a guideline, each set of Restrictive Covenants establishes the following density limitations: (i) with respect to the North Park (which is subject to the North Park Restrictions), the maximum building density is 12,000 gross square feet of floor space per acre and (ii) with respect to the South Park (which is subject to the South Park Restrictions), the maximum building density is 15,000 gross square feet of floor space per acre. As provided above, the Architectural Control Committee ("ACC") established under each set of the Restrictive Covenants

(the "ACC") may grant variances which increase or decrease these densities for any lot within the undeveloped PO Districts (as described in Exhibit E-2) so long as the total building density for the undeveloped PO Districts (as described in Exhibit E-2) does not exceed 413,511 gross square feet of floor space. Any such density variances granted by the ACC shall not be deemed a "major" change in the Master Plan.

In addition to the foregoing, the maximum development density for developments in the PO Districts of the Property shall not exceed eighty percent (80%) of the total gross acreage of such tract of land (which means that a maximum of eighty percent (80%) of a tract within any PO Districts of the Property may be developed with impervious materials (i.e., buildings, parking lots, walkways, etc.) and a minimum of twenty percent (20%) of the total acreage of such tract must be either landscaped, left in its natural environmental state or included in a green-space/planting area).

Notwithstanding the foregoing, the following specific density limitations shall be applicable for the following four (4) lots in the Park:

<u>Lot/1</u>	<u>Maximum Gross Square Footage</u>
11A-1	50,000
11B-1	45,000
11C	40,000
11D	45,000

The foregoing four (4) lots abut and are contiguous to existing single-family residential housing in the Cumberland Trace subdivision of Meadow Brook. Any change in the maximum gross square footage of building space to be built on any of the foregoing lots shall be a "major change" in the Master Plan.

/1 Lots 11A-1 and 11B-1 are shown on and legally described as Lots 11A-1 and 11B-1 according to the Resurvey of Lots 11A and 11B of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13, Page 84 of the Probate Office of Shelby County, Alabama. Lots 11C and 11D are shown on and legally described as Lots 11C and 11D according to the Resurvey of Lot 11 of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13, Page 82, in said Probate Office.

B. Setbacks/Yards. The following minimum setback/yard requirements shall be applied to the PO Districts of the Meadow Brook Corporate Park PUD:

Front setback/yard	-	40 feet
Rear setback/yard	-	35 feet/ <u>2</u>
Side setback/yard	-	35 feet

Without further action or approval of the City, the foregoing minimum setback/yard requirements may be increased by Developer or the ACC established for such land use district; however, any decrease in the above minimum setback/yard requirements must be approved by the City.

C. Signage. All signage (entrance signage, individual building location signage, street, traffic, informational, for-sale, rental and temporary signage) shall comply with the signage design, size and material requirements and restrictions of the Restrictive Covenants and Development Guidelines for the Park. Specific signage criteria is set forth in the signage design standards of the Development Guidelines which have been submitted with the Restrictive Covenants. The signage regulations set forth herein shall supersede the provisions of Article X of the Zoning Ordinance.

D. Maximum Building Height. The provisions of Article XII, Section 4C4 of the Zoning Ordinance shall be applicable to the PO Districts of the Meadow Brook Corporate Park PUD; provided, however, that buildings built on Lots 11A-1, 11B-1, 11C and 11D shall be subject to a maximum 2-story height limitation per lot (excluding from the computation of number of stories all penthouses or equipment rooms, basements and areas of the building which are below the highest public entranceway of the building)/3. Except as specified herein with respect to Lots 11A-1, 11B-1, 11C and 11D, the building height specifications as set forth in the Zoning Ordinance which shall be applicable to the PO Districts of the Property are as follows:

/2 Notwithstanding anything provided herein to the contrary, the minimum rear setback/yard requirement for Lots 11A-1, 11B-1, 11C and 11D (as described in footnote /1 above) are as set forth on the Master Plan, and, any change in the rear setbacks for such lots shall be deemed a "major change" in the Master Plan.

/3 See footnote /1 above for proper legal descriptions of Lots 11A-1, 11B-1, 11C and 11D.

Distance to Single-Family
Residential District
Boundary

Maximum Building
Height

- | | |
|---|------------|
| (i) Within 300 feet | 3 stories |
| (ii) More than 300 feet but
less than 500 feet | 6 stories |
| (iii) More than 500 feet | 10 stories |

E. Loading and Off-Street Parking Requirements.

(a) Each building built within the PO Districts of the Property shall have a service yard or service area which shall be adequate for the handling of waste and garbage and for deliveries. Such areas shall be paved, have access to a public street, be located (to the extent practicable) at the rear or on the side of the building/development and be enclosed or screened in a manner so that, to the extent practicable, visibility from a public street is limited. The ACC shall approve the design, location and method of screening of all loading facilities and service yards or service areas.

(b) The minimum off-street parking requirements for any building or development within the PO Districts of Meadow Brook Corporate Park shall be four (4) parking spaces for each 1,000 square feet of floor area. No shall be permitted on any public street. Parking lots shall be landscaped and constructed pursuant to plans approved by the ACC.

F. Greenbelt Requirements. All improvements within Meadow Brook Corporate Park shall be appropriately landscaped pursuant to landscaping plans approved by the ACC. No minimum greenbelt requirements shall be applicable except for the greenbelt (or buffer) areas shown on the Master Plan (for Lots 11A-1, 11B-1, 11C and 11D of the Property/⁴). Greenbelt (buffer) areas shall not be graded or excavated except as needed for landscaping/earthberming of such areas (or as may be required by the ACC) and the construction, installation, repair, maintenance and replacement of any fencing, utility lines and storm drainage facilities. Greenbelts may be maintained as natural areas without requirement that walls, fences or additional trees, shrubbery, plant life, landscaping or berming be installed, planted or maintained.

⁴ Id.

G. Exterior Lighting. Parking lot, exterior building and all other exterior lighting on the Property shall satisfy the minimum standards established by the ACC in its design standards; provided, however, that with respect to Lots 11A-1, 11B-1, 11C and 11D, all exterior building, parking lot and security lighting shall be designed and constructed to avoid, to the extent practicable, excessive intrusion onto the existing single-family residential homes situated adjacent thereto by shortening light poles, spacing of light poles and utilizing high cut-off angles to minimum glare onto such single-family residential property/5.

H. Conditional Uses. With respect to those portions of the Property on which heli-stops, lakes, waterways, water areas and features and jogging paths are situated, as shown on the Master Plan, the same are hereby approved as conditional uses without requirement that any further action be taken pursuant to Article III, Section 2.3 of the Zoning Ordinance. Any further conditional uses within the PO Districts of the Property must be approved as provided in the Zoning Ordinance. Any such approved conditional uses shall comply with the Development Criteria set forth in this Application and Development Plan for the district in which it is expressly permitted (e.g., any multi-family residential development in a PO District shall comply with the Development Criteria for the PR-2 Districts).

/s/ Id.

EXHIBIT E-1

Completed Buildings in Meadow Brook Corporate Park

<u>Site, Address or Location of Building</u>	<u>Gross Acreage</u>	<u>Floor Area</u>
<u>North Park:</u>		
Key Royal Automotive (Lot 1)*	3.6	36,300
Jefferson Federal Savings and Loan (Lot 2A)*	1.0	3,000
<u>South Park:</u>		
Meadow Brook 100 (Lot 2)**	8.34	140,000
Meadow Brook 300 (Lot 5)	5.93	105,000
Meadow Brook 500 (Lot 4)**	10.26	145,000
Meadow Brook 600 (Lot 11B-1)**	5.62	45,000
Meadow Brook 1200 (Lot 1, Phase I)**	7.10	135,000
Alabama Resource Center (Lot 8)*	1.50	15,000
Colonial Bank (Lot 3)*	1.59	3,000
Kindericare (Lot 10)	.87	7,400
U.S. Post Office	5.77	20,800
Total	<u>51.58</u>	<u>655,500</u>

NOTE: All Lot references are references to the lot numbers in recorded subdivision plats for the Park.

* Denotes that the owners of these buildings have filed separate annexation petitions with the City of Hoover.

** Denotes buildings owned by related Daniel entitles which are subject to this Application and Development Plan.

EXHIBIT E-2

Undeveloped Property in Meadow Brook Corporate Park

<u>Site or Lot Number</u>	<u>PO Acreage</u>	<u>PC Acreage</u>
<u>North Park:</u>		
2B	6.0	11.44
<u>South Park (Phase II):</u>		
1	1.37	-
6	-	8.94
7	7.93	-
9	7.39	-
11A-1	6.55	-
11C	6.15	-
11D	7.79	-
11E	-	22.83
A	.37	-
B	4.40	-
C	4.99	-
D	.27	-
E	<u>7.12</u>	-
Totals	60.33	43.21

NOTE: All Lot references are references to the lot numbers in recorded subdivision plats for the Park.

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EXHIBIT F

DEVELOPMENT CRITERIA FOR PLANNED COMMERCIAL (PC) DISTRICTS

A. Minimum/Maximum Land Use Density. The 43.21 acres of the Property designated as PC Districts on the Master Plan (and as described in Exhibit E-2 above) shall be subject to a maximum building density of not more than 448,240 gross square feet of floor area. The foregoing building space density may be allocated to one lot or may be disproportionately allocated throughout the PC Districts of the Property as may be determined by Developer so long as the maximum building space density for all PC Districts does not exceed 448,240 gross square feet of floor area.

As a guideline, each set of Restrictive Covenants establishes the following density limitations: (i) with respect to the North Park (which is subject to the North Park Restrictions), the maximum building density is 12,000 gross square feet of floor space per acre and (ii) with respect to the South Park (which is subject to the South Park Restrictions), the maximum building density is 15,000 gross square feet of floor space per acre. As provided above, the Architectural Control Committee ("ACC") established under each set of the Restrictive Covenants (the "ACC") may grant variances which increase or decrease these densities for any lot within the PC Districts (and as described in Exhibit E-2 above) so long as the total building density for the PC Districts does not exceed 448,240 gross square feet of floor space. Any such density variances granted by the ACC shall not be deemed a "major" change in the Master Plan.

In addition to the foregoing, the maximum development density for developments within the PC Districts of the Property shall not exceed eighty-five percent (85%) of the total gross acreage of such tract of land (which means that a maximum of eighty-five percent (85%) of the total acreage of a tract within any PC Districts of the Property may be developed with impervious materials (i.e., buildings, parking lots, walkways, etc.) and a minimum of fifteen percent (15%) of the total acreage of such tract must be either landscaped, left in its natural environmental state or included in a green-space/planting area).

B. Setbacks/Yards. The following minimum setback/yard requirements shall be applied to the PC Districts of the Meadow Brook Corporate Park PUD:

Front setback/yard	-	50 feet
Rear setback/yard	-	30 feet
Side setback/yard	-	15 feet

Without further action or approval of the City, the foregoing minimum setback/yard requirements may be increased by Developer or the ACC established for such land use district; however, any decrease in the above minimum setback/yard requirements must be approved by the City.

C. Signage. All signage (entrance signage, individual building location signage, street, traffic, informational, for-sale, rental and temporary signage) shall comply with the signage design, size and material requirements and restrictions of the Restrictive Covenants and Development Guidelines for the Park. Specific signage criteria is set forth in the signage design standards of the Development Guidelines which have been submitted with the Restrictive Covenants. The signage regulations set forth herein shall supersede the provisions of Article X of the Zoning Ordinance.

D. Maximum Building Height. The provisions of Article XII, Section 4C4 of the Zoning Ordinance shall be applicable to the PC Districts of the Meadow Brook Corporate Park PUD. As specified in said Section, the height limitations which shall be applicable to the PC Districts of the Property are as follows:

<u>Distance to Single-Family Residential District Boundary</u>	<u>Maximum Building Height</u>
(i) Within 300 feet	3 stories
(ii) More than 300 feet but less than 500 feet	6 stories
(iii) More than 500 feet	10 stories

E. Loading and Off-Street Parking Requirements.

(a) Each building built within the PC Districts of the Property shall have a service yard or service area which shall be adequate for the handling of waste and garbage and for deliveries. Such areas shall be paved, have access to a public street, be located (to the extent practicable) at the rear or on the side of the building/development and be enclosed or screened in a manner so that, to the extent practicable, visibility from a public street is limited. The ACC shall approve the design, location and method of screening of all loading facilities and service yards or service areas.

(b) The minimum off-street parking requirements for any building or development within the PC Districts of Meadow Brook Corporate Park shall be five (5) parking spaces for each 1,000 square feet of floor area. No shall be permitted on any public street. Parking lots shall be landscaped and constructed pursuant to plans approved by the ACC.

F. Greenbelt Requirements. All improvements within Meadow Brook Corporate Park shall be appropriately landscaped pursuant to landscaping plans approved by the ACC. No minimum greenbelt requirements shall be applicable except for the greenbelt (or buffer) areas shown on the Master Plan. Greenbelts, if any, may be maintained as natural areas without requirement that walks, fences or additional trees, shrubbery, plant life, landscaping or berming be installed, planted or maintained.

G. Exterior Lighting. Parking lot, exterior building and all other exterior lighting on the Property shall satisfy the minimum standards established by the ACC in its design standards; provided, however, that with respect to any portions of the PC Districts of the Property which are located immediately adjacent to or abut single-family detached residential dwelling areas, all exterior building, parking lot and security lighting shall be designed and constructed to avoid, to the extent practicable, excessive intrusion onto the existing single-family residential homes situated adjacent thereto by shortening light poles, spacing of light poles and utilizing high cut-off angles to minimum glare onto such single-family residential property.

H. Conditional Uses.

(a) With respect to those portions of the Property on which heli-stops, lakes, waterways, water areas and features and jogging paths are situated, as shown on the Master Plan, the same are hereby approved as conditional uses without requirement that any further action be taken pursuant to Article III, Section 2.3 of the Zoning Ordinance.

(b) Notwithstanding anything provided in the Zoning Ordinance to the contrary and without regard to or satisfaction of the provisions of Article III, Section 2.3 and Article XII, Section 5.3 of the Zoning Ordinance, office/showroom buildings shall be allowed as a permitted principal use in any portion of the PC land use districts of the Property so long as at least fifty (50) percent (50%) of the floor area of such buildings are utilized for offices or showrooms.

(c) Any further conditional uses within the PC Districts of the Property must be approved as provided in the Zoning Ordinance. Any such approved conditional uses shall comply with the Development Criteria set forth in this Application and Development Plan for the district in which it is expressly permitted (e.g., any office development in a PC District shall comply with the Development Criteria for the PO Districts, a multi-family residential development shall comply with the Development Criteria for PR-2 Districts of the Property, etc.).

1. Deed Tax	-----	\$	-----
2. Mtg. Tax	-----	\$	-----
3. Recording Fee	-----	\$	168.00
4. Indexing Fee	-----	\$	3.00
5. Notary Fee	-----	\$	-----
6. Other Fees	-----	\$	1.00
Total	-----	\$	169.00

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

91 FEB 20 PM 3:25

Thomas A. Downing, Jr.
JUDGE OF PROBATE