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AGREEMENT

THIS AGREEMENT is made and entered into as of the 6th day of JUNE, 1991, by and between SHELBY CABLE, INC., an Alabama corporation ("Company") and DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Developer").

W I T N E S S E T H:

WHEREAS, Company is in the business of furnishing and providing cable television services to residential subscribers within the geographical boundaries of Shelby County, Alabama; and

WHEREAS, Developer is the owner and developer of a tract of land located in Shelby County, Alabama, known as "Greystone", on which a planned unit development consisting of single-family, medium density and multi-family residences, and an office park, and related amenities and improvements will be built, said development to include all that real estate described on Exhibits "A" and "B" hereto, less and except those parcels or lots heretofore sold or conveyed, (the "Development"); and

WHEREAS, certain portions of the Development have been subjected to the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated as of November 6, 1990, recorded in Real 317, Page 260 of in the Probate Office of Shelby County (which, together with all subsequent amendments thereto, is hereinafter collectively referred to as the "Declaration") under which Developer has established and reserved various easements for access and installation of utility services (including cable televisions services) and the right to cause all roadways within the real property subject to the Declaration to be private roadways; and

WHEREAS, Developer desires to provide to occupants of the dwellings to be constructed in the Development the access to cable television service, and Developer is willing to grant to Company certain rights and privileges with respect to the Development to Company in order to induce Company to make the necessary investment in plant and equipment to make such service available and to encourage Company to provide cable television services to the Development; and

WHEREAS, Company desires to provide to Developer and to all subsequent owners and occupants of any dwellings constructed within the Development access to cable television services as hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, each party intending to be bound hereto, the parties represent, warrant, covenant and agree as follows:

1. Grant of Exclusive License. Subject to the terms and provisions of this Agreement, the Developer hereby grants to Company the exclusive right to provide cable television services and similar audio and video services transmitted by means of underground cable ("CATV Services") to all that parcel of land described on the Master Plan for Greystone development, dated January 17, 1991, and attached hereto as Exhibit "A", and more particularly described on Exhibit "B" hereto (the "Development"), including, without limitation, the exclusive right to construct, install and maintain underground cable transmission lines and related transmission and receiving equipment (collectively, the "CATV System"), and to dispense CATV Services through those facilities, to each and every site and location within the Development; provided, however, that the grant contained in this Section 1 shall be subject to any rule of law or regulation of any federal, state or local governmental agency now or hereafter enacted which limits, restricts or prohibits the granting of exclusive rights to provide CATV Services and shall be further subject to limitations on this section imposed by Sections 12, 13, and 15 hereof. The CATV Services to be provided by Company to the Development shall be in both quantity and quality substantially similar to the cable television services provided by the Company to its other customers in Shelby County.

2. Grant of Easement. The Developer hereby grants, bargains, sells, and conveys to Company the exclusive right, easement and privilege (subject to the rights of all other parties [other than providers of CATV services] having any interest therein) to construct, install, repair, maintain, and replace cable and related devices and equipment for the purpose of furnishing CATV Services underground along that portion of Hugh Daniel Drive (as described in the Declaration), and along and adjacent to each and every public or private street, drive, alleyway, and passage within the Development. The rights conveyed by this Section 2 shall be perpetual and Developer shall not grant to others easements for cable and related devices and equipment used for the transmission of CATV Services. The rights and easements conveyed by this Section 2 shall be nonexclusive and used in common with Developer, its successors and all other persons having any interest therein, with respect to other devices and equipment, and shall be exercised concurrently with other entities and utilities, other than providers of CATV Services, having easements across said areas. Developer further grants to Company the permanent and perpetual non-exclusive right, in common with Developer, its successors and assigns, and all other persons

or entities having any interest therein, to exercise any and all of the rights retained by Developer pursuant to Section 3.06 of the Declaration, and to exercise any and all similar rights retained by Developer for utility and CATV Service and lines and equipment pursuant to any other declaration of covenants, conditions, and restrictions existing with respect to all or any portion of the Development, now or in the future.

3. Additional Easements. The parties acknowledge and agree that the Declaration is presently applicable to only a portion of the real estate comprising the Development, and Developer agrees, for itself and its successors and assigns, to grant to Company, its agents, employees and contractors, such further or additional easements over, across, through, under and upon all other public or private streets within the Development as may be reasonably required for the construction, installation, repair, maintenance and replacement of cable and related devices and equipment necessary for the furnishing of CATV Services underground along all future public or private roadways constructed within the Development.

4. Furnishing of CATV Services. Company shall proceed with the installation of such cable and related equipment within the Development as is necessary to make CATV Services available generally to residents of the Development. Company need not, however, install cable or other equipment from Company's main distribution cable to any specific residence until the owner of said residence shall have subscribed for cable service. Company shall bear all costs associated with the construction and installation of its equipment and cable and shall be responsible for obtaining all governmental approval permits, including franchises from the City of Hoover or Shelby County, as the case may be (the "Franchise Agreement") as shall be necessary to the furnishing of CATV Services to the Development. Company shall comply with all laws and regulations promulgated by any state, local or federal authority applicable to the furnishing of CATV Services and agrees to abide by all the provisions of the Franchise Agreement. Company agrees to make CATV Services available to subscribers within the Development in exchange for payment by said subscribers of the installation and monthly service charges permitted under the applicable Franchise Agreement. Said service will be subject, however, to the provisions of the Franchise Agreement and other applicable laws and regulations and to the general availability of CATV Services to the Company's subscribers, which service may be interrupted by act of God, force majeure, equipment malfunction, and routine servicing requirements. In the event CATV Service is interrupted for any reason, Company shall promptly commence and diligently pursue to completion the complete restoration of all CATV Services.

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5. Technical Standards: Installation. Company shall use good faith efforts to cause all cable and related equipment to meet the standards and criteria set forth in the separate proposal dated September 4, 1990, for a cable system for Greystone Development presented by Company to Developer. The CATV System shall at all times be maintained and operated by Company in good condition and repair. Company shall use reasonable industry practices in installation of the CATV System and shall cooperate with and coordinate with other utilities using the easement areas herein conferred to avoid damage to any said utility lines. Company shall not cut or break any asphalt streets or cart paths to install cable or for any other purpose without the prior consent of Developer. Any utility lines damaged, broken or cut by Company shall be promptly repaired and replaced by Company. Company shall have the right to remove plant materials during the course of installation; provided, however, that after the installation of its cable, Company shall take all reasonable action necessary to restore and return the grounds located within the Development to the original appearance and condition.

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6. Access. Subject to the provisions of Section 3.03 of the Declarations, Developer does hereby grant to Company, its agents, employees and contractors, the permanent, perpetual and non-exclusive right, in common with Developer and all other persons or entities having any interest therein, to use Hugh Daniel Drive (as defined in the Declaration) and all other public or private streets and roadways within the Development for vehicular and pedestrian access to the Development in connection with the installation, service, maintenance and repair of all cable equipment necessary to provide CATV Service to the Development. Furthermore, Developer agrees to grant to Company, its agents, employees and contractors, such further and additional easements over, across, through and upon all other public or private roads and streets within the Development which may be reasonably necessary to provide Company with vehicular and pedestrian access to all other portions of the Development for the installation, service, maintenance and repair of all cable equipment necessary to provide CATV Service to all other portions of the Development. All such equipment, except for manholes and other surface access areas, and except for such other equipment as shall be agreed to by Developer, shall be located completely underground.

7. Unauthorized Use. The Company shall have the right to exercise the rights provided for herein and to take all other legal steps to prevent the unauthorized use of CATV Services within the Development, and the Developer agrees to cooperate with the Company in preventing any such unauthorized use (so long as Developer incurs no expense in connection therewith).

8. Representations of Company. Company represents and warrants that it is a corporation duly incorporated, validly

existing and in good standing under the laws of the State of Alabama, that it has full corporate authority and power to enter into this agreement and to perform the provisions hereof, and that this agreement represents its valid and binding obligation.

9. Representations of Developer. Developer represents and warrants that it is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Alabama, that it has full authority and power to enter into this agreement and to perform the provisions hereof, and that this agreement represents its valid and binding obligation. Developer further represents that it holds fee simple interest in and to the land constituting the Development, free and clear of all liens and encumbrances except for mortgages in favor of AmSouth Bank N.A. and United States Fidelity and Guaranty Company (the "Mortgage Lenders"). The consent of the Mortgage Lenders shall be a condition precedent to the effectiveness of this Agreement. With respect to the area constituting Hugh Daniel Drive, Developer represents and warrants that subject to the terms and conditions set forth in that certain instrument recorded in Office of Judge Probate of Shelby County, Alabama, Book 301, Page 799, it is the owner of a permanent, perpetual, and non-exclusive easement along said land and that the terms of said easement permit the granting of additional easements by Developer to third parties, including the granting by Developer to Company of the easements granted hereby.

10. Indemnity. The Company shall indemnify, defend and hold harmless the Developer, its officers, directors, agents and employees, from any and all liability, claims, suits, actions and damages, including without limitation, costs of court and reasonable attorneys' fees, resulting from the construction, installation and operation or maintenance of the CATV System within the Development. Developer shall give prompt written notice to Company of any claim covered by the foregoing indemnity and Company shall have the right to compromise or defend, at its own expense and by its own counsel, any such matter. If Company shall undertake to compromise or defend, it shall promptly notify Developer of its intention to do so, and Developer shall cooperate fully with Company in the defense thereof and in any compromise thereof (so long as Developer incurs no expense in connection therewith). Such defense shall be by legal counsel determined by Company and reasonably approved by Developer. After Company has notified Developer of its intention to undertake to defend any such asserted liability, Company shall not be liable for any additional legal expenses incurred by Developer's separate legal counsel in connection with any defense of any such asserted liability. If the Company shall desire to make a final and complete compromise of any such third party claim and the Developer shall refuse to consent to such compromise which does not require Developer to pay any compensation or other consideration with respect to such claim, then Company's liability

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with respect to such third party claim shall be limited to the amount so offered in compromise. Under no circumstances shall Developer compromise any third party claim without the written consent of the Company.

11. Remedies. The parties acknowledge and agree that the rights hereunder are of a unique nature and that in the event of default by either party hereunder, the non-breaching party shall be entitled, in addition to all other remedies available at law or equity, to preliminary and permanent injunctive relief and specific performance to halt any breach or threatened breach hereof or to require fulfillment on the part of the breaching party of its obligations hereunder.

12. Additional Instruments; Recording. Developer and Company agree to execute and deliver all such further deeds, instruments, and writings as shall be necessary to implement the provisions of this Agreement. This Agreement or an abbreviated form of this Agreement shall be recorded in the real estate records of the Judge of Probate of Shelby County, and each party agrees to cooperate with the other in preparing and filing such other writings, documents, and instruments as are necessary to implement, protect and preserve the rights accorded to each of the parties hereunder.

13. Exclusive Grant. During such time as Company is furnishing CATV Services to residents of the Development, Developer agrees that it shall not permit the installation of any cable television cable or equipment or any substitute master television system in the Development, nor will it grant any easement to any provider of a similar system, the intention of this provision being to grant to Company the exclusive right to provide CATV Services to the Development. The Developer shall not be deemed to be in violation of this Section if such installation lawfully takes place or any such service is lawfully rendered, in each case, without the need for the Developer's consent or the need for easements across lands within the Development owned by the Developer or dedicated by the Developer to the public use or to the common use of the residents of the Development, nor shall the Developer be deemed in violation of this Section if the Developer is required by law (pursuant to a court order or a written opinion of its counsel) to consent to or otherwise permit any such installation or service.

14. Covenant Running with the Land; Perpetuities. This Agreement shall constitute a covenant running with the land, binding upon and enforceable against Developer and Company, and their respective successors, and assigns. The grants hereunder shall all be deemed perpetual except to the extent expressly herein provided otherwise. If any of the covenants, conditions, restrictions or other provisions of this Agreement shall be unlawful, void, or voidable for violation of the rule against

perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Company's present shareholders, Alan J. McDonald and William W. McDonald.

15. Severability. Each of the agreements and provisions herein contained shall be deemed separate, severable, and independent, and in the event any part or provision of any such agreement shall be declared invalid by any court of competent jurisdiction, such invalidity shall not in any manner affect or impair the validity or enforceability of any other part or provision of the agreements contained herein, it being the intent of the parties that this Agreement be construed in such manner as to give effect to the provisions hereof to the maximum extent permitted by law.

16. Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed received upon delivery in person or, if mailed, at the time deposited in U.S. Certified Mail, Return Receipt Requested, postage prepaid and in any case addressed as follows:

If to Developer:

Daniel Oak Mountain Limited Partnership
c/o Daniel Corporation
1200 Meadowbrook Corporate Park
Birmingham, Alabama 35242

If to Company:

Shelby Cable, Inc.
c/o McDonald Group, Inc.
One Office Park Circle, Suite 300
Birmingham, Alabama 35223

17. Governing Law. This Agreement shall be construed in accordance with, and the rights of the parties hereunder shall in all respects be governed by, the laws of the State of Alabama.

18. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No amendment to or modification of the terms hereof shall be effective unless set forth in the written agreement signed by each of the parties hereto.

19. Use of Defined Terms. As used in this Agreement, the term "Developer" shall mean and include Daniel Oak Mountain Limited Partnership, its mortgagees, lenders, tenants, lessees, transferees, grantees and any other persons or entities who hereafter acquire any interest in any of the property constituting

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the Development and their respective heirs, executors, administrators, successors and assigns.

20. Effective Date. If Company is prevented from furnishing cable services for the reason that it does not have proper permission from any governmental entity having jurisdiction over the Development, then during such time as the Company is so prevented from furnishing CATV Services, the exclusive rights granted by Sections 1, 2 and 13 hereof shall be deemed non-exclusive with respect to CATV Services, but the prevention of the Company from furnishing said services shall not revoke the easements and other rights set forth herein, which said rights shall continue to be exercised by Company on a non-exclusive basis with others to whom Developer has granted similar rights.

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

COMPANY:

SHELBY CABLE, INC., an Alabama corporation

By:

Its

Wm. H. McQuinn
PRESIDENT

Attest:

Wm. H. McQuinn
Its Secretary

DEVELOPER:

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama Limited
Partnership

By: DANIEL REALTY INVESTMENT
CORPORATION--OAK MOUNTAIN,
an Alabama Corporation
Its General Partner

By: Michael J. Full
Its General Partner

Attest:

[Signature]
Its Secretary

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Wynn Bowles Parks a Notary Public in and for
said County, in said State, hereby certify that William W.
McDonald, whose name as PRESIDENT of Shelby
Cable, Inc., a corporation, is signed to the foregoing and who is
known to me acknowledged before me on this day that being informed
of the contents he, as such officer and with full authority,
executed the same voluntarily for and as the act of said
corporation.

Given under my hand and official seal this the 6 day of
JUNE, 1991.

[Signature]
Notary Public
My Commission Expires 10-1-93

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Sheila D. Ellis 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--Oak Mountain, an Alabama corporation, General Partner of Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership, is signed to the foregoing and who is known to me acknowledged before me on this day that being informed of the contents he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 6th day of June, 1997.

Sheila D. Ellis
Notary Public
My Commission Expires 2/26/99

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CONSENT OF AMSOUTH BANK, N.A.

The undersigned, constituting one of the Mortgage Lenders referenced in the above and foregoing Agreement, hereby acknowledges said agreement and consents to its execution and delivery by the Developer.

Executed this 6th day of June, 1991.

AMSOUTH BANK, N.A.

By: Mary B Voorhees
Its Vice President

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**CONSENT OF
UNITED STATES FIDELITY AND GUARANTY COMPANY**

The undersigned, United States Fidelity and Guaranty Company ("USE&G"), is the holder of a Mortgage and Security Agreement executed by Daniel Oak Mountain Limited Partnership ("Developer") in favor of USE&G which has been recorded in Real 265, Page 374 in the Probate Office of Shelby County, Alabama which has been (i) amended by First Amendment to Mortgage and Security Agreement dated February 19, 1990 recorded in Real 282, Page 85 in said Probate Office, and (ii) amended and restated in its entirety by Amended and Restated Mortgage and Security Agreement dated as of September 28, 1990 recorded in Real 312, Page 208 in said Probate Office (which, together with all subsequent amendments and modifications thereto, is hereinafter collectively referred to as the "Mortgage"). USE&G, as one of the Mortgage Lenders referenced in the foregoing Agreement (the "Agreement") between Shelby Cable, Inc. ("Company") and Daniel Oak Mountain Limited Partnership (the "Developer"), does hereby acknowledge the Agreement and consent to the execution and delivery of Agreement by Developer, subject to the following terms and conditions (capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Agreement):

1. Prior to a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by USE&G under the Mortgage which results in USE&G acquiring legal and beneficial title to any portion of the Development (hereinafter collectively referred to as a "Foreclosure"), USE&G hereby agrees that the lien of the Mortgage is and shall be subject and subordinate to the rights and privileges granted to Company under the Agreement.

2. Upon and after a Foreclosure, the exclusive rights granted to Company pursuant to Sections 1 and 13 of the Agreement shall, subject to the provisions of Paragraph 3 below, automatically expire and terminate on June 1, 2001, at which time USE&G shall have the right, in its sole discretion, to enter into non-exclusive agreements and arrangements with other parties for the installation and operation of a CATV System (as defined in the Agreement) and the providing of CATV Services (as defined in the Agreement) to that portion of the Development acquired by USE&G pursuant to the Foreclosure.

3. Notwithstanding anything provided in Paragraph 2 above to the contrary, in the event Company's Franchise Agreement is extended or renewed by the City of Hoover, Alabama for an additional term beyond June 1, 2001, then Company shall continue to have the rights pursuant to Sections 1 and 13 of the Agreement to provide exclusive CATV Services (as defined in the Agreement) to all portions of the Development acquired by USE&G pursuant to the Foreclosure for an additional term expiring on the earlier of (i) the expiration of the term of the extended Franchise Agreement or (ii) June 1, 2011.

4. Upon and after a Foreclosure and the termination of the exclusive rights granted to Company pursuant to Sections 1 and 13 of the Agreement, the remaining provisions of the Agreement shall continue in full force and effect.

5. The provisions of this Consent shall be binding upon and inure to the benefit of USE&G and any purchaser at Foreclosure and their respective successors and assigns.

Executed this 13th day of June, 1991.

UNITED STATES FIDELITY
AND GUARANTY COMPANY

BY: 

Its: Authorized Signatory

CONSENT OF GREYSTONE CLOSE

The undersigned hereby acknowledges said Agreement, consents to its execution by the Developer and agrees to be bound thereby.

Executed this 12th day of June, 1991.

GREYSTONE CLOSE,
an Alabama Joint Venture

By: Norville-Randolph At Greystone,
Ltd., an Alabama Limited
Partnership, Its Managing Partner

By: Norville-Randolph, Inc., Its
General Partner

By: [Signature]
Its: Vice President

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, SHEILA D. ELLIS a Notary Public in and for said County, in said State, hereby certify that RICHARD RANDOLPH, whose name as VICE PRESIDENT of Norville-Randolph, Inc., an Alabama corporation, as General Partner of Norville-Randolph at Greystone, Ltd., an Alabama Limited Partnership, as Managing Partner of Greystone Close, an Alabama Joint Venture, is signed to the foregoing and who is known to me acknowledged before me on this day that being informed of the contents he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 12th day of JUNE, 1991.

Sheila D. Ellis
Notary Public
My Commission Expires 2/26/99

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FOR CATV SERVICE AGREEMENT

The property consists of eight (8) separate Tracts, Tract I, Tract II, Tract V, Tract VI, Tract VII, Tract VIII, Tract IX and Tract XVI and are described as follows:

TRACT I

Tract I consists of the following described property less and except Exception Parcels 1-8, inclusive:

Commence at the southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence S88°48'29"E on the south boundary of said Section 33 a distance of 5298.46 feet to the southeast corner of said section; thence S88°43'22"E on the south boundary of Section 34, Township 18 South, Range 1 West a distance of 2675.43 feet to a point; thence N1°12'39"E on the east boundary of the SW¼ of said Section 34 a distance of 2670.48 feet to a point; thence S89°36'14"E on the south boundary of the NE¼ of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence N68°34'25"W on the northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence N74°50'20"W on the northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to a point; thence S80°10'17"W on the northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the left having a central angle of 33°20'37" and a radius of 340.00 feet to the point of tangent; thence S63°29'59"W on the north right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence S69°29'45"W on the northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the right having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence S75°29'32"W on the northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence S53°50'56"W on the northerly right-of-way of Hugh Daniel Drive a chord distance of 398.33 feet along a curve to the left having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence S32°12'21"W on the northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence S79°12'23"W on the northerly right-of-way of Hugh Daniel Drive a chord distance of 212.00 feet along a curve to the right having a central angle of 94°00'00" and a radius of 145.00 feet to the point of reverse curve; thence N61°08'39"W on the northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the left having a central angle of 14°42'00" and a radius of 1517.79 feet to the point of tangent; thence N68°29'40"W on the northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence N23°39'03"E a distance of 618.94 feet to a point; thence N55°44'00"W a distance of 464.32 feet to a point; thence N34°16'37"E a distance of 3626.13 feet to a point; thence N55°43'23"W a distance of 650.00 feet to a point; thence N39°20'29"E a distance of 3057.84 feet to a point on the north boundary of Section 27, Township 18 South, Range 1 West; thence N89°07'51"W on the north boundary of said Section 27, a distance of 4771.07 feet to the northwest corner of said Section 27; thence S1°10'25"W on the west boundary of said Section 27 a distance of 1326.19 feet to the southeast corner of the NE¼ of the NE¼ of Section 28, Township 18 South, Range 1 West; thence N88°56'50"W on the north boundary of the SE¼ of the NE¼ of said Section 28, a distance of 1315.56 feet to the northwest corner of the SE¼ of the NE¼; thence S1°42'26"W on the west boundary of said SE¼ of the NE¼ a distance of 1329.23 feet to the southwest corner of said SE¼ of the NE¼; thence N88°44'15"W on the north boundary of the NW¼ of the SE¼ of Section 28 a distance of 1326.24 feet to the northwest corner of the NW¼ of the SE¼; thence S1°30'46"W on the west boundary of said NW¼ of the SE¼ a distance of 940.84 feet to a point; thence N53°40'05"W a distance of 749.98 feet to a point; thence N36°10'45"E a distance of 623.00 feet to a point; thence N56°56'56"W a distance of 1246.49 feet to a point on the east boundary of the SW¼ of the NE¼ of said Section 28; thence S1°36'12"W on the west boundary of the SE¼ of the NW¼ and the NE¼ of the SW¼ of said Section 28 a distance of 1379.43 feet to a point; thence N62°53'48"W a distance of 260.00 feet to a point; thence S39°36'32"W a distance of 934.39 feet to a point; thence S51°42'49"W a distance of 672.12 feet to a point on the west boundary of said Section 28; thence S1°43'29"W on the west boundary of said Section 28 a distance of 884.43 feet to the southwest corner of said Section 28; thence S1°11'32"W on the west boundary of Section 33, Township 18 South, Range 1 West, a

distance of 2647.21 feet to a point; thence N86°55'55"W a distance of 675.98 feet to a point; thence N88°43'44"W a distance of 1171.80 feet to a point; thence S29°42'07"W a distance of 207.41 feet to a point; thence S16°43'47"W a distance of 707.00 feet to a point; thence S18°10'07"E a distance of 878.58 feet to a point; thence S30°48'18"W a distance of 202.75 feet to a point; thence S78°21'39"W a distance of 270.12 feet to a point; thence S31°04'37"W a distance of 230.87 feet to the north right-of-way of Hugh Daniel Drive; said point being on a curve to the left, said curve having a central angle of 43°18'50" and a centerline radius of 337.47 feet; thence N63°29'47"W a chord distance of 60.19 feet to a point; thence N31°04'37"E a distance of 86.24 feet to a point; thence N60°31'47"W a distance of 264.51 feet to a point; thence N65°18'23"W a distance of 283.49 feet to a point; thence N66°14'56"W a distance of 231.08 feet to a point; thence N16°44'33"W a distance of 285.61 feet to a point; thence N51°04'36"W a distance of 176.49 feet to a point; thence S38°25'11"W a distance of 355.03 feet to a point on the northeast right-of-way of U.S. Highway No. 280; thence southeasterly on the northeast right-of-way of said U.S. Highway No. 280 and a curve to the right, said curve having a central angle of 89°57'30" and a centerline radius of 2864.79 feet, a chord distance of 598.42 feet to a point that is 80 feet northeasterly of and at right angles to the centerline of said U.S. Highway No. 280 at Station 201+00; thence S48°03'24"E along a straight line a distance of 105.06 feet to a point that is 100 feet northeasterly of and at right angles to the centerline of said U.S. Highway No. 280 at Station 202+00; thence southeasterly along a curve to the right, said curve having a central angle of 89°57'30" and a centerline radius of 2864.79 feet a chord distance of 103.49 feet to a point that is 100 feet northeasterly of and at right angles to the centerline of said U.S. Highway No. 280 at Station 203+00; thence S22°06'39"E on the northeast right-of-way of said Highway No. 280 a straight line distance of 105.06 feet to a point that is 80 feet northeasterly of and at right angles to said U.S. Highway No. 280 at Station 204+00; thence N40°33'24"E a distance of 102.25 feet to a point; thence N11°06'03"E a distance of 236.48 feet to a point on the south right-of-way of Hugh Daniel Drive; thence N81°03'02"E on the south right-of-way of Hugh Daniel Drive a distance of 205.60 feet to a curve to the right, said curve having a central angle of 43°18'50" and a centerline radius of 337.47 feet; thence along said curve a distance of 255.11 feet to a curve to the left, said curve having a central angle of 60°55'59" and a centerline radius of 582.42 feet; thence along said curve a distance of 619.39 feet; thence N63°25'53"E and tangent to said curve a distance of 247.39 feet to a curve to the right, said curve having a central angle of 33°47'17" and a centerline radius of 275.00 feet; thence along said curve a distance of 162.17 feet; thence S82°46'51"E and tangent to said curve a distance of 372.00 feet to a point; thence S45°44'54"E a distance of 665.17 feet to a point; thence S69°34'34"E a distance of 528.29 feet to a point on the east boundary of Section 5, Township 19 South, Range 1 West; thence N1°33'28"E on the east boundary of said Section 5 a distance of 180.34 feet to the point of beginning.

Less and except the following:

Exception Parcel 1

One acre in the northwest corner of the SE¼ of the SW¼ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, commence at the northwest corner of said SE¼ of the SW¼; thence S1°36'12"W on the west boundary of said SE¼ of the SW¼ a distance of 208.71 feet; thence S88°55'39"E a distance of 208.71 feet; thence N1°36'12"E a distance of 208.71 feet to a point on the north boundary of said SE¼ of the SW¼; thence N88°55'39"W on the north boundary of said SE¼ of the SW¼ a distance of 208.71 feet to the point of beginning. All lying in the SE¼ of the SW¼ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 1.00 acres.

Less and except the following:

Exception Parcel 2

Waterworks Board of City of Birmingham, Book 301, Page 131 (Pumping Station Site)

The following is the description of a tract of land situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 18 South, Range 1 West; thence N00°51'25"W along the west section line 1,617.47 feet; thence N89°08'35"E, 2,436.41 feet to the southeast right-of-way of Mountain Road and also the point of beginning; thence N55°33'15"E along said right-of-way 91.41 feet; thence S34°26'45"E, leaving said right-of-way, 101.14 feet; thence S55°33'15"W, 91.41 feet; thence N34°26'45"W, 101.14 feet to the point of beginning and containing 0.213 acres, more or less.

Less and except the following:

Exception Parcel 3

Waterworks Board of City of Birmingham, Book 301, Page 140 (Water Tank Site)

The following is the description of a tract of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at the southwest corner of the NW $\frac{1}{4}$ of Section 33; thence N00°51'35"W, 628.96 feet along the west line of said section; thence 90° right 4,909.14 feet to the point of beginning; thence 40°41'23" right 49.02 feet; thence 90° left 105.00 feet; thence 90° left 106.45 feet; thence 82°32'53" left 105.89 feet; thence 97°27'07" left 71.16 feet to the point of beginning and containing 0.273 acres, more or less.

Less and except the following:

Exception Parcel 4

BellSouth Mobility, Inc., Schedule B-Section II (File No. 43193) Tower Easement

To find the point of beginning, commence at the southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence running along said section line N00°51'35"W a distance of 583.80 feet to a point; thence leaving said section line and running N89°08'25"E a distance of 5237.52 feet to a point and the point of beginning; thence running S47°00'00"E a distance of 8.00 feet to an iron pin set; thence running S43°00'00"W a distance of 16.00 feet to an iron pin set; then running N47°00'00"W a distance of 16.00 feet to an iron pin set; thence running N43°00'00"E a distance of 16.00 feet to an iron pin set; thence running S47°00'00"E a distance of 8.00 feet to a point and the point of beginning, said tract being a 16 by 16 foot Tower Easement for BellSouth Mobility, Inc. containing 256 square feet, 0.006 acres.

Less and except the following:

Exception Parcel 5

Right-of-way Description for Hugh Daniel Drive, Book 301, Pages 799-803

To locate the point of beginning commence at the southeast corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence north on the east boundary of said section a distance of 342.03 feet to a point; thence 90°00' left a distance of 3068.24 feet to the point of beginning, said point being the centerline of an 80 foot right-of-way 40 feet either side of the centerline; thence 155°10'47" right to the tangent of a curve to the right, said curve having a central angle of 14°34'45" and a radius of 643.69 feet; thence along said curve a distance of 163.79 feet; thence tangent to said curve a distance of 355.75 feet to a curve to the right, said curve having a central angle of 43°18'50" and a radius of 337.47 feet; thence along said curve a distance of 255.11 feet to a curve to the left, said curve having a central angle of 60°55'59" and a radius of 582.42 feet; thence along said curve a distance of 619.39 feet; thence tangent to said curve a distance of 247.39 feet to a curve to the right, said curve having a central angle of 33°47'17" and a radius of 275.00 feet; thence along said curve a distance of 162.17 feet; thence tangent to said curve a distance of 372.00 feet to a curve to the left, said curve having a central angle of 46°57'34" and a radius of 350.00 feet; thence along said curve a distance of 286.86 feet; thence tangent to said curve a distance of 234.58 feet to a curve to the right, said curve having a central angle of 52°20'28" and a radius of 610.00 feet; thence along said curve a distance of 557.25 feet; thence tangent to said curve a distance of 250.36 feet to a curve to the left, said curve having a central angle of 20°00'20" and a radius of 1650.00 feet; thence along said curve a distance of 576.12 feet; thence tangent to said curve a distance of 169.47 feet to a curve to the left, said curve having a central angle of 33°24'16" and a radius of 960.00 feet; thence along said curve a distance of 559.70 feet to a point; thence tangent to said curve a distance of 49.12 feet to a curve to the right, said curve having a central angle of 8°25'01" and a radius of 500.00 feet; thence along said curve a distance of 73.45 feet; thence tangent to said curve a distance of 192.38 feet to a curve to the left, said curve having a central angle of 7°45'25" and a radius of 1600.00 feet; thence along said curve a distance of 216.61 feet; thence tangent to said curve a distance of 138.92 feet to a curve to the right, said curve having a centerline angle of 29°51'15" and a radius of 291.62 feet; thence along said curve a distance of 151.95 feet to a curve to the left, said curve having a central angle of 22°12'53" and a radius of 483.89 feet; thence along said curve a distance of 187.61 feet; thence tangent to said curve a distance of 90.62 feet to a curve to the right, said curve having a central angle of 5°46'48" and a radius of 4500.00 feet; thence along said curve a distance of 42.00 feet to the point of ending of said 80 foot right-of-way and the beginning of a 70 foot right-of-way being 40 feet left and 30 feet right of centerline; thence continue along said curve a distance of 91.41 feet to the point of ending of said 70 foot right-of-way and point of beginning of said 80 foot right-of-way; thence continue along said curve a distance of 320.54 feet; thence tangent to said curve a distance of 419.17 feet to a curve to the right, said curve having a central angle of 2°53'11" and a radius of 2579.92 feet; thence along said curve a distance of 129.97 feet; thence tangent to said curve a distance of 275.08 feet to a curve to the left, said curve having a central angle of 18°28'14" and a radius of 920.00 feet; thence along said curve a distance of 296.58 feet; thence tangent to said curve a distance of 103.68 feet to a curve to the right, said curve having a central angle of 18°01'02" and a radius of 400.00 feet; thence along said curve a distance of 125.79 feet; thence tangent to said curve a distance of 74.87 feet to a curve to the left, said curve having a central angle of 13°58'11" and a radius of 979.47 feet; thence along said curve a distance of 238.81 feet; thence tangent to said curve a distance of 122.76 feet to a curve to the left, said curve having a central angle of 3°20'48" and a radius of 2053.94 feet; thence along said curve a distance of 119.97 feet to the point of ending of said 80 foot right-of-way and the point of beginning of a 100 foot right-of-way being 50 feet either side of the centerline; thence tangent to said curve a distance of 208.93 feet to a curve to the right, said curve having

a central angle of $160^{\circ}19'19''$ and a radius of 106.66 feet; thence along said curve a distance of 298.45 feet; thence tangent to said curve a distance of 193.23 feet to a curve to the left, said curve having a central angle of $10^{\circ}20'33''$ and a radius of 1000.00 feet; thence along said curve a distance of 180.51 feet; thence tangent to said curve a distance of 274.66 feet to a curve to the left, said curve having a central angle of $129^{\circ}04'25''$ and a radius of 214.29 feet; thence along said curve a distance of 482.73 feet; thence tangent to said curve a distance of 59.49 feet to a curve to the left, said curve having a central angle of $14^{\circ}17'16''$ and a radius of 797.86 feet; thence along said curve a distance of 198.96 feet to the point of ending of said 100 foot right-of-way and a point of beginning of said 80 foot right-of-way; thence tangent to said curve 374.53 feet to a curve to the left, said curve having a central angle of $6^{\circ}57'27''$ and a radius of 822.51 feet; thence along said curve a distance of 99.88 feet; thence tangent to said curve a distance of 141.57 feet to a curve to the right, said curve having a central angle of $10^{\circ}11'44''$ and a radius of 1000.00 feet; thence along said curve a distance of 177.95 feet; thence tangent to said curve a distance of 185.11 feet to a curve to the left, said curve having a central angle of $25^{\circ}21'02''$ and a radius of 800.00 feet; thence along said curve a distance of 353.96 feet; thence tangent to said curve a distance of 298.21 feet to a curve to the right, said curve having a central angle of $11^{\circ}35'28''$ and a radius of 2315.31 feet; thence along said curve a distance of 468.40 feet; thence tangent to said curve a distance of 257.66 feet to a curve to the right, said curve having a central angle of $67^{\circ}01'19''$ and a radius of 280.00 feet; thence along said curve a distance of 327.53 feet; thence tangent to said curve a distance of 409.95 feet to a curve to the right, said curve having a central angle of $14^{\circ}42'00''$ and a radius of 1477.79 feet; thence along said curve a distance of 379.15 feet to a curve to the left, said curve having a central angle of $94^{\circ}00'00''$ and a radius of 185.00 feet; thence along said curve a distance of 303.51 feet; thence tangent to said curve a distance of 164.89 feet to a curve to the right, said curve having a central angle of $43^{\circ}17'11''$ and a radius of 500.00 feet; thence along said curve a distance of 377.75 feet; thence tangent to said curve a distance of 455.56 feet to a curve to the left, said curve having a central angle of $11^{\circ}59'33''$ and a radius of 333.21 feet; thence along said curve a distance of 69.74 feet; thence tangent to said curve a distance of 195.02 feet to a curve to the right, said curve having a central angle of $47^{\circ}55'36''$ and a radius of 300.00 feet; thence along said curve a distance of 250.94 feet; thence tangent to said curve a distance of 338.05 feet to the point of ending of said 80 foot right-of-way, said point being on the northwest right-of-way of the Dunnivant Valley Road. All lying in Sections 32, 33 and 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 28.992 acres.

Less and Except the following:

Exception Parcel 6

Commence at the SW corner of Section 33, Township 18 South, Range 1 West; thence North $00^{\circ}51'25''$ West along the west section line 1,617.47 feet; thence North $89^{\circ}08'35''$ East, 2,436.41 feet to the southeast right-of-way of Hugh Daniel Drive formerly called Mountain Road to an iron; thence North $55^{\circ}33'15''$ East 91.41' to an iron; thence South $34^{\circ}26'45''$ East 4'; thence South $69^{\circ}52'23''$ East, 314.99'; thence South $56^{\circ}24'15''$ West 57.60' to point of beginning; thence South $33^{\circ}35'45''$ East, 400'; thence North $56^{\circ}24'15''$ East, 330'; thence North $33^{\circ}35'45''$ West, 400'; thence South $56^{\circ}24'15''$ West 330' to point of beginning. Containing 3.03 acres more or less.

Less and except the following:

Exception Parcel 7

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

Commence at the SE corner of SE1/4, of SW1/4 of said section; thence run West along the South Boundary of said 1/4-1/4 Section for a distance of 125.83 feet to the NE right-of-way line of U.S. Highway 280; Thence turn an angle to the right of 59°52'45" and run in a Northwesterly direction along said right-of-way line for a distance of 124.45 feet; thence turn an angle to the right of 9°58'28" from tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 105.06 feet; thence turn an angle to the left of 11°58'22" to tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 103.49 feet; thence turn an angle to the left of 11°58'22" from tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 105.06 feet; thence turn an angle to the right of 9°54'16" to tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 600.27 feet to point of beginning; thence turn an angle to the right of 88°06'20" from tangent and run for a distance of 35 feet; thence turn an angle to the right of 90° and run for a distance of 35 feet; thence turn an angle to the right of 90° and run for a distance of 35' ± to NE right-of-way line of U.S. Highway 280; thence run northwesterly along said right-of-way 35' ± to point of beginning. Containing .03 acres more or less.

Less and Except the following:

Exception Parcel 8

Lots 1, 2, 5, 6, 7, 8, 10, 12, 13, 14, 16, 17, 18, 19, 20, 32, 33, 36, 38, 39, 47, 48, 103, 105, 107, 108, 110, 111, 112, 114, 119 and 120 according to the Map and Survey of Greystone - 1st Sector, 1st Phase as recorded in Map Book 14, Page 91 in the Probate Office of Shelby County, Alabama.

TRACT II

Tract II consists of the following described property less and except Exception Parcel 1 described below:

Commence at the southeast corner of the NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence N1°24'12"E on the east boundary of said NW $\frac{1}{4}$ a distance of 2226.61 feet to a point; thence N57°51'43"W a distance of 249.53 feet to a point on the southeast right-of-way of State Highway No. 119; thence S30°18'35"W on the southeast right-of-way of said Highway No. 119 a distance of 1243.80 feet to the point of curve; thence southwesterly along a curve to the left said curve having a central angle of 5°32'0" and a centerline radius of 5729.57 feet, a chord distance of 549.28 feet to the point of tangent; thence S24°52'40"W on the southeast right-of-way of said State Highway No. 119 a distance of 858.01 feet to a point on the south boundary of the NW $\frac{1}{4}$ of said Section 32; thence S89°11'44"E on the south boundary of said NW $\frac{1}{4}$, a distance of 1399.90 feet to the point of beginning.

All lying and being in the NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 45.187 acres.

Less and Except the following:

Exception Parcel 1

Lots 1 and 2 of Greystone Commercial Properties, according to the subdivision plat recorded in Map Book 14, Page 79 in the Probate Office of Shelby County, Alabama.

Tract V

Tract V consists of the following described property less and except Exception Parcel 1 described below:

To locate the point of beginning commence at the southwest corner of the NE $\frac{1}{4}$ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE $\frac{1}{4}$ of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to the point of beginning; thence continue northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 1640.86 feet to the point of tangent of said curve; thence N36°48'15"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 723.77 feet to a point; thence N53°09'22"W a distance of 422.46 feet to a point; thence S36°49'59"W a distance of 738.54 feet to a point; thence S30°07'13"W a distance of 1320.29 feet to a point; thence S10°31'03"W a distance of 428.55 feet to a point on the north right-of-way of Hugh Daniel Drive; thence S68°34'25"E on the north right-of-way of said Hugh Daniel Drive; a distance of 323.09 feet to the point of beginning.

All lying and being in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34 and in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27 and in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama and containing 19.672 acres.

Less and except the following:

Exception Parcel 1

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run N1°37'07"E on the east boundary of said Section 27 a distance of 1293.84 feet to the northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 27; thence S82°32'10"W a distance of 121.36 feet to a concrete monument found; thence S36°51'29"W a distance of 238.67 feet to a concrete monument found; thence S36°49'59"W a distance of 542.54 feet to the point of beginning; thence with a deflection angle of 47°01'33" to the left run in a southerly direction a distance of 231.75 feet to a point; thence with an interior angle of 227°04'49" to the left run in a southeasterly direction a distance of 253.90 feet to the northwest right-of-way of Shelby County Road No. 41; thence with an interior angle of 85°55'21" to the left run in a southwesterly direction and on the northwest right-of-way of said Shelby County Road No. 41 a distance of 41.51 feet to the beginning of a curve, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet; thence with an interior angle of 180°29'44" to the left run in a southwesterly direction along the northwest right-of-way of said Shelby County Road No. 41 a chord distance of 108.12 feet to a point; thence with an interior angle of 100°40'02" to the left run in a northwesterly direction a distance of 241.24 feet to a point; thence with an interior angle of 230°39'52" to the left run in a southwesterly direction a distance of 296.55 feet to a point; thence with an interior angle of 34°51'25" to the left run in a northeasterly direction a distance of 404.50 feet to a concrete monument found; thence with an interior angle of 173°17'14" to the left run in a northeasterly direction a distance of 196.00 feet to the point of beginning, containing 2.45 acres.

All lying and being in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34 and in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27 and in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama and containing 19.672 acres.

Tract VI

Tract VI consists of the following described property:

To locate the point of beginning commence at the southwest corner of the NE $\frac{1}{4}$ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE $\frac{1}{4}$ of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence N68°34'25"W on the northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence N74°50'20"W on the northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to the point of beginning; thence N10°30'53"E a distance of 378.49 feet to a point; thence S77°43'44"W a distance of 1727.79 feet to a point; thence N55°44'00"W a distance of 407.82 feet to a point; thence S23°39'03"W a distance of 618.94 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence S68°29'40"E on the northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence S61°08'39"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the right having a central angle of 14°42'00" and a radius of 1517.79 feet to the point of reverse curve; thence N79°12'23"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 212.10 feet along a curve to the left having a central angle of 94°00'00" and a radius of 145.00 feet to the point of tangent; thence N32°12'21"E on the northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence N53°50'56"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 398.33 feet along a curve to the right having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence N75°29'32"E on the northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence N69°29'45"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the left having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence N63°29'59"E on the northerly right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence N80°10'17"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the right having a central angle of 33°20'37" and a radius of 340.00 feet to the point of beginning.

All lying in the NE $\frac{1}{4}$ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 25.100 acres.

Tract VII

Tract VII consists of the following described real property less and except Exception Parcel 1 described below:

For the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S1°25'11"W on the west boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 1308.92 feet to the southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N89°20'05"W on the north boundary of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 32 a distance of 403.00 feet to a point; thence S38°25'11"W a distance of 310.00 feet to a point; thence S51°04'36"E a distance of 176.49 feet to a point; thence S16°44'33"E a distance of 285.61 feet to a point; thence S66°14'56"E a distance of 231.08 feet to a point; thence N65°18'23"E a distance of 283.49 feet to a point; thence S60°31'47"E a distance of 264.51 feet to a point; thence S31°04'37"W a distance of 86.24 feet to a point on the north right-of-way of Hugh Daniel Drive; thence S63°29'47"E along a curve to the right and on the north right-of-way of said Hugh Daniel Drive a distance of 60.19 feet to a point; thence N31°04'37"E a distance of 230.87 feet to a point; thence N78°21'39"E a distance of 270.12 feet to a point; thence N30°48'18"E a distance of 202.75 feet to a point; thence N18°10'07"W a distance of 878.58 feet to a point; thence N16°43'47"E a distance of 707.00 feet to a point; thence N29°42'07"E a distance of 207.41 feet to a point on the north boundary of said SE $\frac{1}{4}$ of Section 32; thence N88°43'44"W on the north boundary of said SE $\frac{1}{4}$ of Section 32 a distance of 820.34 feet to the point of beginning.

All lying and being in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and in the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 37.644 acres.

Less and except the following:

Exception Parcel 1

Lots 1 and 2, according to the survey of Greystone - 2nd Sector, as recorded in Map Book 14, Page 87, in the Probate Office of Shelby County, Alabama.

Tract VIII

Tract VIII consists of the following described real property:

To locate the point of beginning commence at the northeast corner of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence $S1^{\circ}33'28''W$ on the east boundary of said Section 5 a distance of 622.13 feet to a point; thence $N89^{\circ}25'47''W$ a distance of 1334.19 feet to a point; thence $N1^{\circ}31'43''E$ a distance of 298.63 feet to a point; thence $N88^{\circ}35'02''W$ a distance of 30.00 feet to the point of beginning; said point of beginning being the centerline of a 60 foot wide right-of-way easement, said right-of-way being 30 foot either side of said centerline; thence $N1^{\circ}31'43''E$ on the said centerline a distance of 225.02 feet to a curve to the left; said curve having a central angle of $61^{\circ}33'55''$ and a radius of 200.00 feet; thence $N29^{\circ}15'15''W$ a chord distance of 204.71 feet to the point of tangent; thence $N60^{\circ}02'12''W$ a distance of 189.02 feet to a curve to the right; said curve being a central angle of $15^{\circ}08'26''$ and a radius of 759.06 feet; thence $N52^{\circ}27'59''W$ a chord distance of 200.00 feet to the point of tangent; thence $N44^{\circ}53'46''W$ a distance of 83.35 feet to a point on the south right-of-way of Hugh Daniel Drive; thence on a curve to the right having a central angle of $60^{\circ}55'59''$ and a centerline radius of 582.42 feet; thence $N78^{\circ}51'52''W$ a chord distance of 490.97 feet to a curve to the left; said curve having a central angle of $43^{\circ}18'50''$ and a centerline radius of 337.47 feet; thence $N77^{\circ}17'34''W$ a chord distance of 219.56 feet to the point of tangent; thence $S81^{\circ}03'02''W$ on the south right-of-way of said Hugh Daniel Drive a distance of 205.60 feet to a point; thence $S11^{\circ}06'03''W$ a distance of 236.48 feet to a point; thence $S40^{\circ}33'24''W$ a distance of 102.25 feet to a point on the northeast right-of-way of U.S. Highway No. 280; thence along a curve to the right; said curve having a central angle of $89^{\circ}57'30''$ and a centerline radius of 2864.79 feet; thence $S30^{\circ}15'57''E$ a chord distance of 124.78 feet to a point; said point being on the south boundary of Section 32, Township 18 South, Range 1 West; thence $S89^{\circ}27'17''E$ on the south boundary of said Section 32 a distance of 128.28 feet to the northwest corner of the NE $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West; thence $S1^{\circ}29'58''W$ on the west boundary of said NE $\frac{1}{4}$ of Section 5 a distance of 52.66 feet to a point; thence $S58^{\circ}49'40''E$ a distance of 75.03 feet to a point; thence $S66^{\circ}45'53''E$ a distance of 74.00 feet to a point; thence $S40^{\circ}16'46''E$ a distance of 105.94 feet to a point; thence $S34^{\circ}22'18''E$ a distance of 239.66 feet to a point; thence $S67^{\circ}16'44''E$ a distance of 623.72 feet to a point; thence $S28^{\circ}13'35''W$ a distance of 131.19 feet to a point; thence $S88^{\circ}35'02''E$ a distance of 447.32 feet to the point of beginning.

All lying and being in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and containing 15.337 acres.

Tract IX

Tract IX consists of the following described real property:

To locate the point of beginning commence at the northeast corner of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence $S1^{\circ}33'28''W$ on the east boundary of said Section 5 a distance of 180.34 feet to the point of beginning; thence $N69^{\circ}34'34''W$ a distance of 528.29 feet to a point; thence $N45^{\circ}44'54''W$ a distance of 665.17 feet to a point on the south right-of-way of Hugh Daniel Drive; thence $N82^{\circ}46'51''W$ on the south right-of-way of said Hugh Daniel Drive a distance of 372.00 feet to a curve to the left; said curve having a central angle of $33^{\circ}47'17''$ and a centerline radius of 275.00 feet; thence $S80^{\circ}19'31''W$ a chord distance of 136.58 feet to the point of tangent; thence $S63^{\circ}25'53''W$ on the south right-of-way of said Hugh Daniel Drive a distance of 247.39 feet to a curve to the right; said curve having a central angle of $60^{\circ}55'59''$ and a centerline radius of 582.42 feet; thence $S70^{\circ}40'09''W$ a chord distance of 156.83 feet to a point; said point being the centerline of a 60 foot wide right-of-way easement; said right-of-way being 30 feet either side of centerline; thence $S44^{\circ}53'46''E$ on said centerline a distance of 83.35 feet to a curve to the left; said curve having a central angle of $15^{\circ}08'26''$ and a radius of 759.06 feet; thence $S52^{\circ}27'59''E$ a chord distance of 200.00 feet to the point of tangent; thence $S60^{\circ}02'12''E$ a distance of 189.02 feet to a curve to the right; said curve having a central angle of $61^{\circ}33'55''$ and a centerline radius of 200.00 feet; thence $S29^{\circ}15'15''E$ a chord distance of 204.71 feet to the point of tangent; thence $S1^{\circ}31'43''W$ a distance of 225.02 feet to the point of ending of said 60 foot wide right-of-way easement; thence $S88^{\circ}35'02''E$ a distance of 30.00 feet to a point on the west boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 5; thence $S1^{\circ}31'43''W$ on the west boundary of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 298.63 feet to the southwest corner of the NE $\frac{1}{4}$ of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence $S89^{\circ}25'47''E$ on the south boundary of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 1334.19 feet to a point on the east boundary of said Section 5; thence $N1^{\circ}33'28''E$ on the east boundary of said Section 5 a distance of 481.81 feet to the point of beginning.

All lying and being in the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and containing 29.513 acres.

Tract XVI

Tract XVI consists of the following described real property less and except Exception Parcels 1 and 2 described below:

For the point of beginning commence at the southeast corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence North 86°55'55" West on the south boundary of said NE 1/4 a distance of 675.98 feet to an iron pipe found; thence North 88°43'44" West on the south boundary of said NE 1/4 a distance of 1992.14 feet to the southwest corner of said NE 1/4; thence North 1°24'12" East on the west boundary of said NE 1/4 a distance of 2226.61 feet to an iron pipe found; thence South 59°11'45" East a distance of 1179.62 feet to the center of a creek; thence North 40°02'42" East along the centerline of said creek a distance of 169.50 feet to a point; thence North 29°21'58" East along the centerline of said creek a distance of 108.36 feet to a point; thence North 8°16'34" East along the centerline of said creek a distance of 103.33 feet to a point; thence North 34°21'43" East along the centerline of said creek a distance of 102.79 feet to a point; thence North 41°58'37" East along the centerline of said creek a distance of 117.86 feet to a point; said point being on the west boundary of the NE 1/4 of the NE 1/4 of Section 32 thence North 51°59'09" East along the centerline of said creek a distance of 196.93 feet to a point; thence North 23°30'19" East along the centerline of said creek a distance of 211.09 feet to a point; thence North 13°44'40" West along the centerline of said creek a distance of 88.62 feet to a point; thence North 15°31'46" East along the centerline of said creek a distance of 67.26 feet to the north boundary of said NE 1/4; thence South 88°56'57" East on the north boundary of said Section 32 a distance of 483.06 feet to the top of a ridge; thence South 41°07'32" West along the top of said ridge a distance of 155.00 feet to a point; thence South 61°20'01" East a distance of 812.00 feet to a point on the east boundary of said Section 32; thence South 1°11'32" West on the east boundary of said Section 32 a distance of 2152.21 feet to the point of beginning. All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

Less and Except the following:

Exception Parcel 1

Greystone Commercial Properties, according to the subdivision plat recorded in Map Book 14, Page 79 in the Probate Office of Shelby County, Alabama, the same being Lots 1 and 2 and the undedicated road situated between Lots 1 and 2, as shown by said plat; being situated in Shelby County, Alabama.

Less and Except the following:

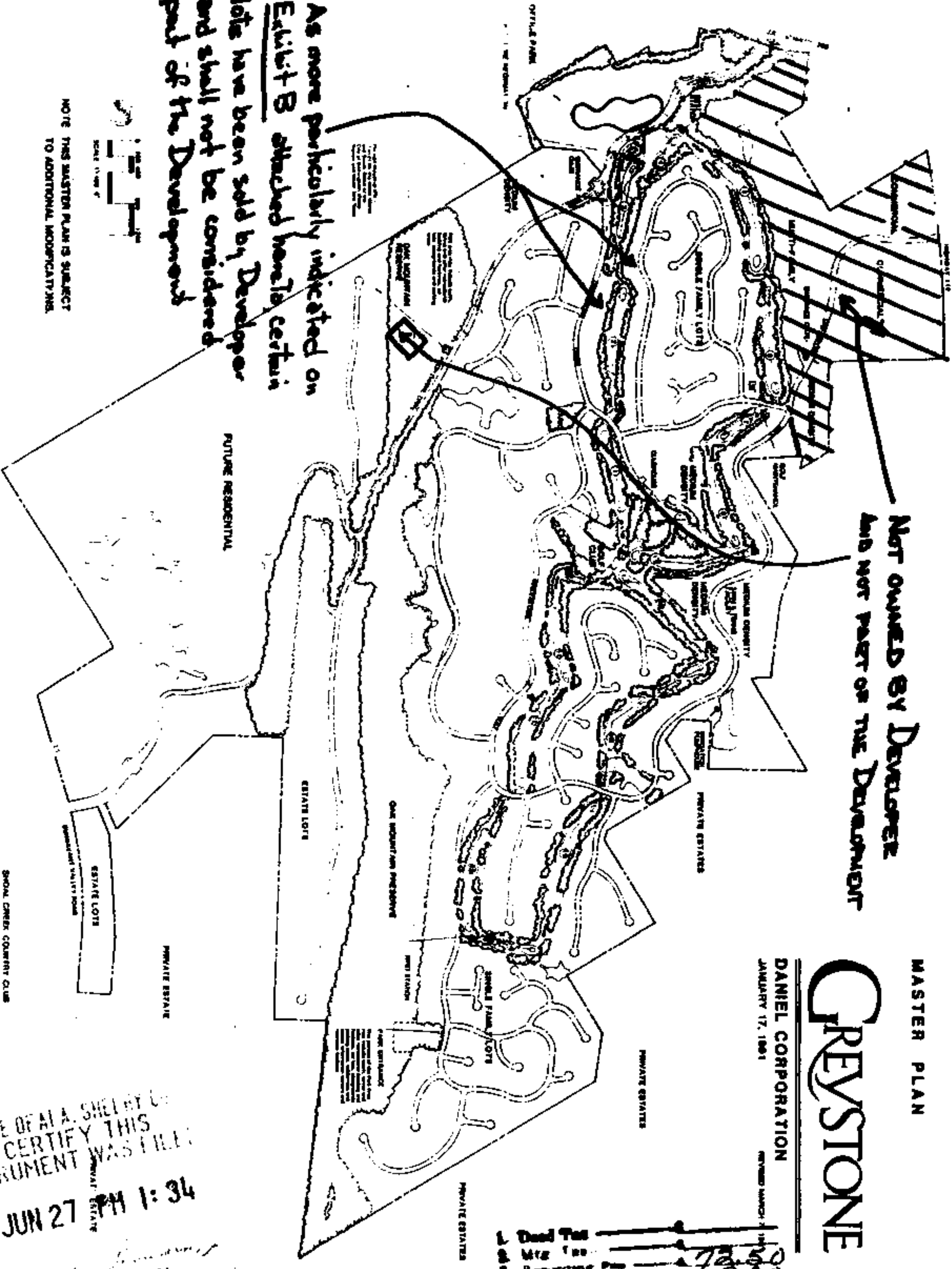
Exception Parcel 2

Lots 1 and 2, according to the survey of Greystone - 2nd Sector, as recorded in Map Book 14, Page 87, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

As more particularly indicated on Exhibit B attached hereto certain lots have been sold by Developer and shall not be considered part of the Development

NOTE THIS MASTER PLAN IS SUBJECT TO ADDITIONAL MODIFICATION



Not owned by Developer and not part of the Development

MASTER PLAN

GREYSTONE

DANIEL CORPORATION
JANUARY 17, 1961

1. Dead Tax	_____
2. Mfg Tax	_____
3. Sewerage Fee	72.50
4. Water Fee	3.00
5. No Tax Fee	1.00
6. Corporate Fee	_____
Total	76.50

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUN 27 PM 1:34

JUDGE OF PROBATE