STATE OF ALABAMA)

COUNTY OF SHELBY)

ST. CHARLES RECIPROCAL EASEMENT AGREEMENT

THIS ST. CHARLES RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 20th day of December, 1991 by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Oak Mountain"), GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation (the "Association"), and ST. CHARLES AT GREYSTONE, INC., an Alabama corporation ("Grantee").

R E C I T A L S:

Contemporaneously herewith, Oak Mountain has transferred and conveyed to Grantee certain real property (the "Grantee's Property") situated in the Greystone Planned Unit Development in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Grantee's Property is also shown on the boundary survey prepared by K.B. Weygand & Associates, P.C. dated April 25, 1991 (the "Survey"), a reduced-size copy of which is attached hereto as Exhibit B and incorporated herein by reference.

BOOK 378 PAGE 625

The Grantee's Property is subject to the covenants, conditions, restrictions, easements, liens, charges and obligations set forth in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated June 6, 1991 and recorded in Real 346, Page 942 in said Probate Office (which, together with all subsequent modifications and amendments thereto, is referred to as the "Declaration").

The Association is a non-profit corporation which has been incorporated to administer, manage and maintain the "Common Areas", as defined in the Declaration.

Oak Mountain is the owner of various parcels of real property situated in Shelby County, Alabama commonly known as "Greystone" which is adjacent to or in close proximity with the Grantee's Property (the "Greystone Property"). Oak Mountain has heretofore constructed and installed underground sewer lines (the "Existing Sewer Lines") on portions of the Greystone Property which are contiguous to or in close proximity with the Grantee's Property.

Oak Mountain desires to grant to Grantee the non-exclusive right, in common with Oak Mountain, its successors and assigns, to connect and tie-on to the Existing Sewer Lines at the location hereinafter described.

Grantee has agreed to (a) construct and install a roadway and underground utility lines over, across, under, through and upon that portion of Grantee's Property described in Exhibit C attached hereto and incorporated herein by reference (the "Roadway A Easement Property"), (b) construct and install a second roadway and underground utility lines over, across, under, through and upon that portion of Grantee's Property described in Exhibit D attached hereto and incorporated herein by reference (the "Roadway B Easement Property") and (c) grant to Oak Mountain and the Association a permanent non-exclusive easement over, across, under, through and upon the Roadway A Easement Property and the Roadway B Easement Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sewer Connection Rights. Oak Mountain does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement and right to connect and tie-on to the Existing Sewer Lines at the location designated as the "Tie-in Point" on the Survey. Grantee shall bear all costs and expenses of installing underground sewer lines to the "Tie-in Point", including, without limitation, paying all costs, fees and other sums due to the appropriate governmental authorities having jurisdiction over the installation of such sewer lines and the use of the sewer treatment system serving the Grantee's Property.

BOOK 378 PAGE 926

2. Construction of Roadways and Utilities.

(a) Subject to the terms and conditions set forth in Paragraphs 4 and 5 below, Grantee does hereby covenant and agree to construct and complete, no later than December 31, 1992 (the "Roadway A Completion Date"), a two-lane roadway, with street lights and appropriate curbing and gutters ("Roadway A"), over, across and along the Roadway A Easement Property, which roadway shall provide vehicular and pedestrian access to and from Greystone Drive to that portion of the Greystone Property which is contiguous with the Grantee's Property, as shown on the Survey.

(b) Subject to the terms and conditions set forth in Paragraphs 4 and 5 below, Grantee does further covenant and agree to construct and complete on or before one (1) year following commencement of construction by Oak Mountain of either of the lakes on that certain real property owned by Oak Mountain situated adjacent to the Grantee's Property, as more particularly described in Exhibit E attached hereto and incorporated herein by reference and also shown as Lake 1 and Lake 2 on the Survey (the "Roadway B Completion Date"), a two-lane roadway, with street lights and appropriate curbing and gutters ("Roadway B"), over, across and along the Roadway B Easement Property, which roadway shall provide vehicular and pedestrian access to and from Roadway A to that portion of the Greystone Property which is contiguous with the Grantee's Property, as shown on the Survey.

(c) Subject to the terms and provisions of Paragraphs 4 and 5 below, Grantee does further covenant and agree to construct and complete underground electric, gas, telephone, cable television, water, sewer and storm drainage lines, pipes, conduit, trunk lines, pump stations and other apparatus necessary or required (collectively, the "Utility Lines") over, under and along (i) the Roadway A Easement Property no later than the Roadway A Completion Date and (ii) the Roadway B Easement Property no later than the Roadway B Completion Date.

BOOK 378 PAGE 927

(d) In the event Grantee fails to complete Roadway A, Roadway B or any of the Utility Lines in accordance with the terms and provisions of this Agreement by the completion dates specified above, then Oak Mountain, its successors and assigns, shall have the right to enter onto Grantee's Property, without being liable or guilty for trespass or damages, and construct and complete the same and all costs incurred by Oak Mountain, its successors and assigns, in connection therewith shall be due and payable in full by Grantee on demand.

(e) The terms, provisions and obligations set forth in this Paragraph 2 shall be personal covenants and obligations of the Grantee named herein, shall not be assignable by Grantee and shall be enforceable against the Grantee named herein irrespective of whether the Grantee has any interest in any of the Grantee's Property.

3. Grant of Easements Over Roadways. Grantee does hereby grant, bargain, sell, convey and assign to Oak Mountain and the Association and to their respective successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Roadway A Easement Property and the Roadway B Easement Property for (a) pedestrian and vehicular travel

and transportation purposes, (b) the purpose of constructing Roadway A, Roadway B and/or any of the Utility Lines as a result of either (i) Grantee's failure to construct the same in accordance with the provisions of Paragraph 2 above, in which event the provisions of Paragraph 2(d) shall be applicable or (ii) at Oak Mountain's election, at any time prior to the completion dates set forth in Paragraph 2 above, in which event all costs of completing the same shall be paid by Oak Mountain and (c) installing, erecting, replacing, relocating, maintaining and operating all underground utilities necessary or convenient for the use of any of the Greystone Property including, without limitation, public or privately owned and operated electrical, gas, telephone, cable television, water and sanitary sewer services, storm drainage, sewers, drainage systems, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances. The easements to and rights to use the Roadway A Easement Property and the Roadway B Easement Property granted herein to Oak Mountain shall be subject to and used in common with Grantee, its successors and assigns, and any other parties having any rights or interest therein. To the extent that Oak Mountain or the Association grades, excavates or otherwise disturbs the ground surface of any portion of the Roadway A Easement Property and the Roadway B Easement Property in connection with the installation of any of the utilities and services described above, then all vegetation damaged or destroyed as a result thereof shall be promptly replaced.

BOOK 378 PAGE 928

4. <u>Construction Standards and Maintenance Obligations</u>.

(a) Grantee shall construct and complete, at Grantee's sole expense, Roadway A, Roadway B and all of the Utility Lines in a good and workmanlike manner and in accordance with all governmental regulations and requirements; provided, however, that if Oak Mountain or the Association elect to construct Roadway A, Roadway B and/or any of the Utility Lines prior to the Roadway A Completion Date or the Roadway B Completion Date, then Oak Mountain or the Association, as the case may be, shall bear all costs of constructing and completing the same. At the time of construction of Roadway A and Roadway B, Grantee agrees to install street lights and street signage (collectively, the "Street Lights and Signage") substantially similar to the street lights and signage currently existing in other areas of the Greystone Property along the Roadway A Easement Property and the Roadway B Easement Property in such number and at such locations as reasonably required by Oak Mountain. The Utility Lines shall be constructed in accordance with plans and specifications determined by K.B. Weygand & Associates, P.C. or any other registered Alabama engineer approved by Oak Mountain and Grantee (the "Engineer") but in any event

such Utility Lines shall be of a sufficient quality and quantity capable of providing utility services to the Grantee's Property and the remainder of the Greystone Property which will receive utility services from the Utility Lines, as reasonably determined by the Engineer.

(b) Grantee shall be responsible for paying all fees and posting all bonds required to be paid or deposited with all governmental agencies or authorities with respect to the construction and completion of Roadway A, Roadway B and the Utility Lines, including, without limitation, obtaining and posting any subdivision and maintenance bonds required by the City of Hoover, Alabama with respect to the subdivision of any portion of the Grantee's Property and the construction of Roadway A and Roadway B.

(c) Upon completion of Roadway A and Roadway B, as evidenced by a certificate of completion executed by the appropriate governmental authorities, and completion of installation of the Street Lights and Signage, Grantee shall transfer and convey the Roadway A Easement Property and the Roadway B Easement Property to the Association, in which event Roadway A, Roadway B and the Street Lights and Signage thereon shall be deemed "Common Areas", as defined in the Declaration, and the Association shall accept and assume (subject to the rights reserved by Oak Mountain in Paragraph 4(e) below) all obligations to maintain, operate, repair and, to the extent necessary, replace Roadway A, Roadway B and all Street Lights and Signage thereon, including all electricity costs and charges incident to the operation of the Street Lights and Signage. All costs and expenses incurred by the Association in maintaining, operating, repairing and replacing Roadway A, Roadway B and the Street Lights and Signage shall be deemed "Common Expenses", as defined in the Declaration. Roadway A and Roadway B shall be private roadways, subject to the rights of Oak Mountain to dedicate the same as public roadways as provided in Section 3.03(c) of the Declaration. All of the Utility Lines shall be the property of and maintained by the appropriate utility company providing such utility service.

BOOK 378 PAGE 929

(d) Grantee and Grantee's successors and assigns shall be solely responsible for the payment of all impact fees, reservation fees, demand, service and use charges and any other costs and expenses required to be paid to the appropriate utility company or governmental authority in connection with the construction of the Utility Lines, the connection of the Utility Lines to the existing utility systems providing utility service to the Grantee's Property and all services charges, demand and use fees and other amounts charged by or payable to such utility companies or governmental agencies for utility service.

(e) Grantee, for itself and its successors and assigns, hereby covenants and agrees to join in the execution of any and all documents, instruments, agreements and subdivision plats which may be necessary or required in order to transfer and convey Roadway A and Roadway B to the Association or to dedicate Roadway A and Roadway B as public roadways to the City of Hoover, Alabama or any other governmental entity or authority. In furtherance of the foregoing agreement, Grantee, for itself and its successors and assigns, does hereby irrevocably appoint Oak Mountain as its agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the transfer and conveyance of Roadway A and Roadway B to the Association and/or the dedication of Roadway A and Roadway B to the City of Hoover, Alabama as public roadways for and in the name of Grantee, any Mortgagee (as defined in the Declaration) of Grantee and any of their respective successors or assigns, in their name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Grantee or any Mortgagee thereof and shall be binding upon Grantee, any Mortgagees of Grantee and their respective successors and assigns and anyone having any interest in any portion of the Grantee's Property.

(f) Grantee shall have the right to maintain temporary signage, in form and size as may be reasonably approved by Oak Mountain, at the intersection of proposed Roadway A and proposed Roadway B indicating the proposed development contemplated for the Grantee's Property. At such time as Grantee has sold to third parties all lots comprising the Grantee's Property such temporary signage shall be removed. Any other signage, whether for sales, promotional or informational purposes, either temporary or permanent, shall not be allowed or erected on any portion of the Grantee's Property except as specifically authorized by the Declaration.

BOOK 378 PAGE 930

(g) The names of Roadway A and Roadway B shall be subject to the written approval of Oak Mountain, which approval shall be obtained by Grantee prior to the filing of any subdivision plat for any portion of the Grantee's Property and prior to the installation of any Street Lights and Signage.

5. **Nature of Easements**.

(a) Except as otherwise provided to the contrary in Paragraph 2(e) above, the easements and rights granted herein shall be and are (i) appurtenant to and shall be deemed covenants running with the land and shall be binding

upon and inure to the benefit of Oak Mountain, the Association and Grantee and their respective successors and assigns, and (ii) subject to and used in common with Oak Mountain, the Association, Grantee, their respective successors and assigns, and any other parties having any rights or interests therein.

(b) With respect to the easements granted pursuant to Paragraphs 1 and 3 above, such easements shall include the right to cut and remove all trees, undergrowth and obstructions in connection with the exercise of such easement rights; provided, however, that in the event any landscaping, trees, shrubbery or grass are damaged or destroyed by Oak Mountain, Grantee, the Association or any of their respective employees, agents, contractors, licensees or invitees in the exercise of such easement rights, then that party or its employees, agents, contractors, licensees or invitees responsible for or causing any such damage or destruction shall promptly repair, restore and replace the same with the same or substantially similar species of plant life of that which was so damaged or destroyed.

6. <u>Miscellaneous Provisions</u>.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Oak Mountain, the Association and Grantee and their respective heirs, executors, successors and assigns.

BOOK 378 PAGE 931

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Wherever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(e) If any provision set forth herein or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or enforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

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

OAK MOUNTAIN:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation Oak Mountain, Its General Partner

By: _____

Its: Senior Vice President

ASSOCIATION:

GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation

By: _____

Its: Senior Vice President

GRANTEE:

ST. CHARLES AT GREYSTONE, INC., an Alabama corporation

By: _____

Its: PRESIDENT

BOOK 378 PAGE 932

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited partnership, an Alabama limited 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 instruments, 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 20th day of December, 1991.

_____
Notary Public
My Commission Expires: 2/20/94

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sole Vice President of GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instruments, 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 20th day of December, 1991.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that C.S. Givenpour whose name as President of ST. CHARLES AT GREYSTONE, INC., an Alabama 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 instruments, 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 20th day of December, 1991.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/26/94

BOOK 378 PAGE 933

Exhibit A

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

A parcel of land situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to the point of beginning; thence turn an angle to the right of 81° 55' 50" and run in a southeasterly direction for a distance of 415.28 feet to a point; thence turn an angle to left of 23° 37' 14" and run in a southeasterly direction for a distance of 151.28 feet to a point; thence turn an angle to the left of 69° 48' 35" and run in a northeasterly direction for a distance of 177.12 feet to a point on the 810 contour; thence turn an angle to the right of 52° 27' 51" and run in a southeasterly direction along the 810 contour for a distance of 132.83 feet to a point; thence turn an angle to the left of 40° 09' 36" and run in a northeasterly direction along the 810 contour for a distance of 37.65 feet to a point; thence turn an angle to the left of 25° 38' 46" and run in a northeasterly direction along the 810 contour for a distance of 87.79 feet to a point; thence turn an angle to the right of 1° 38' 16" and run in a northeasterly direction along the 810 contour for a distance of 111.20 feet to a point; thence turn an angle to the right of 131° 05' 18" and run in a southeasterly direction along the 810 contour for a distance of 107.63 feet to a point; thence turn an angle to the left of 27° 54' 00" and run in a southeasterly direction along the 810 contour for a distance

of 58.43 feet to a point; thence turn an angle to the left of 9° 47' 22" and run in a southeasterly direction along the 810 contour for a distance of 81.49 feet to a point; thence turn an angle to the right of 119° 59' 17" and run in a southwesterly direction along the 810 contour for a distance of 37.39 feet to a point; thence turn an angle to the left of 7° 42' 58" and run in a southwesterly direction along the 810 contour for a distance of 77.35 feet to a point; thence turn an angle to the left of 47° 44' 30" and run in a southwesterly direction along the 810 contour for a distance of 62.22 feet to a point; thence turn an angle to the right of 41° 22' 20" and run in a southwesterly direction along the 810 contour for a distance of 39.44 feet to a point; thence turn an angle to the left of 31° 58' 01" and run in a southwesterly direction along the 810 contour for a distance of 57.68 feet to a point; thence turn an angle to the left of 56° 13' 06" and run in a southeasterly direction along the 810 contour for a distance of 38.37 feet to a point; thence turn an angle to the left of 24° 57' 18" and run in a southeasterly direction along the 810 contour for a distance of 35.37 feet to a point; thence turn an angle to the left of 22° 49' 41" and run in a southeasterly direction along the 810 contour for a distance of 39.58 feet to a point; thence turn an angle to the right of 91° 39' 43" and run in a southwesterly direction along the 810 contour for a distance of 24.04 feet to a point; thence turn an angle to the left of 49° 44' 04" and run in a southeasterly direction along the 810 contour for a distance of 66.40 feet to a point; thence turn an angle to the left of 39° 53' 07" and run in a southeasterly direction along the 810 contour for a distance of 57.75 feet to a point; thence turn an angle to the left of 28° 30' 13" and run in a northeasterly direction along the 810 contour for a distance of 44.51 feet to a point; thence turn an angle to the right of 121° 52' 51" and run in a southwesterly direction along the 810 contour for a distance of 70.26 feet to a point; thence turn an angle to the left of 24° 02' 19" and run in a southeasterly direction along the 810 contour for a distance of 55.89 feet to a point; thence turn an angle to the left of 34° 26' 55" and run in a southeasterly direction along the 810 contour for a distance of 57.56 feet to a point; thence turn an angle to the left of 24° 46' 36" and run in a southeasterly direction along the 810 contour for a distance of 98.49 feet to a point; thence turn an angle to the right of 60° 37' 34" and run in a southeasterly direction along the 810 contour for a distance of 68.85 feet to a point; thence turn an angle to the right of 58° 59' 02" and run in a southwesterly direction along the 810 contour for a distance of 100.12 feet to a point; thence turn an angle to the left of 47° 40' 52" leaving said 810 contour and run in a southwesterly direction for a distance of 32.32 feet to a point on the northwest right of way of Hugh Daniel Drive; thence turn an angle to the left of 121° 22' 03" and run in a northeasterly direction along said northwest right of way for a distance of 419.16 feet to a point on a curve to the right having a central angle of 1° 17' 44" and a radius of 2,619.92 feet; thence run in a northeasterly direction along the arc of said

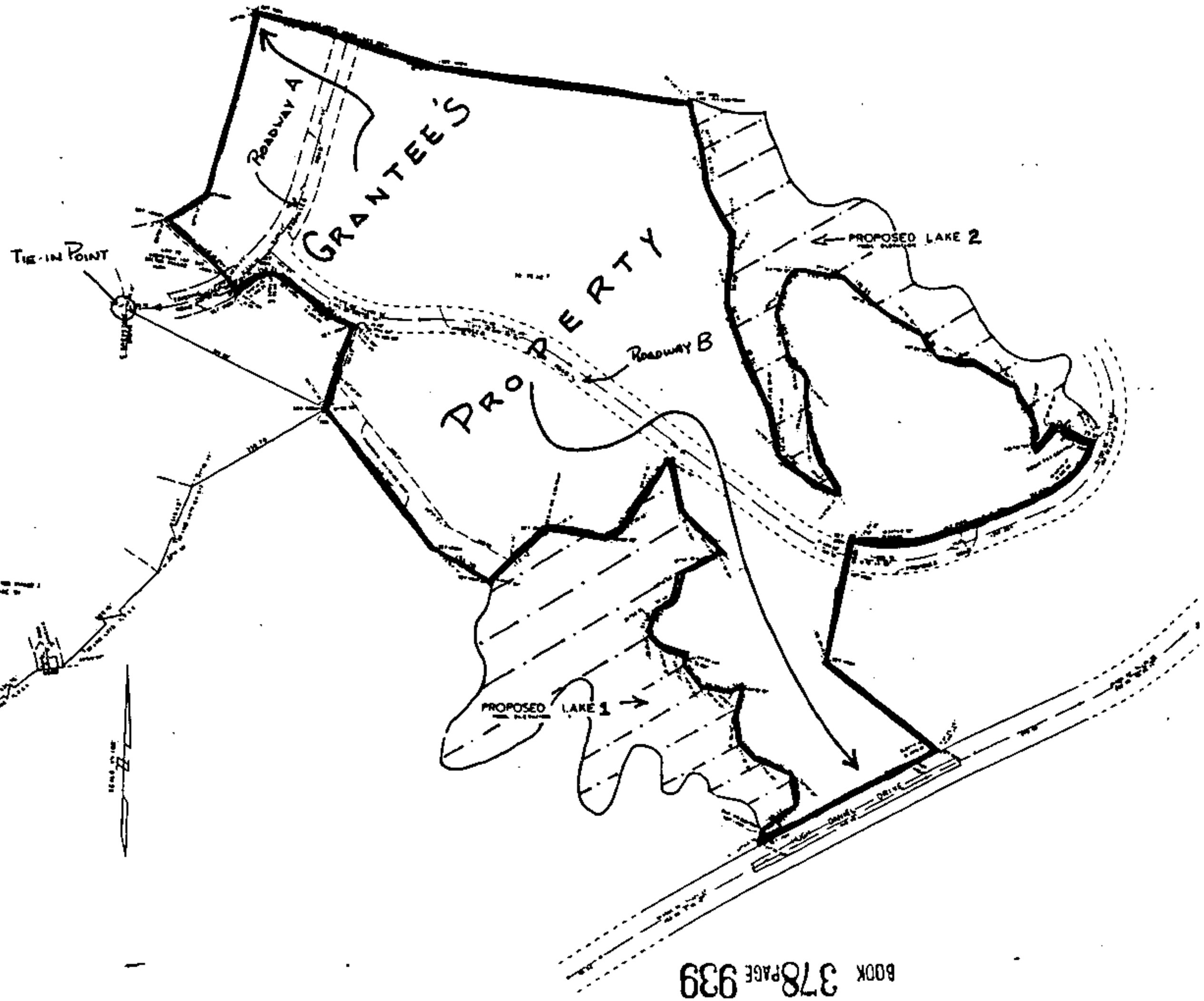
of 59.24 feet to a point; thence turn an angle to the left of 115° 35' 15" from the chord of last stated curve and run in a northwesterly direction for a distance of 338.61 feet to a point; thence turn an angle to the right of 65° 00' 00" and run in a northeasterly direction for a distance of 220.00 feet to a point on the southerly right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northerly right of way of said proposed road, said point being on a curve which is concave to the north having a central angle of 34° 43' 52" and a radius of 370.00 feet; thence turn an angle to the right of 72° 38' 04" to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 224.28 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 247.25 feet to a point on a curve to the left having a central angle of 48° 49' 21" and a radius of 220.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 187.47 feet to a point; thence turn an angle to the left of 114° 24' 41" from the chord of last stated curve and run in a northwesterly direction for a distance of 33.12 feet to a point on the 765 contour; thence turn an angle to the right of 0° 12' 33" and run in a northwesterly direction along said 765 contour for a distance of 73.98 feet to a point; thence turn an angle to the left of 66° 53' 38" and run in a southwesterly direction along said 765 contour for a distance of 62.45 feet to a point; thence turn an angle to the right of 131° 47' 16" and run in a northwesterly direction along said 765 contour for a distance of 52.28 feet to a point; thence turn an angle to the left of 20° 33' 00" and run in a northwesterly direction along said 765 contour for a distance of 96.07 feet to a point; thence turn an angle to the left of 32° 52' 36" and run in a northwesterly direction along said 765 contour for a distance of 114.40 feet to a point; thence turn an angle to the left of 25° 14' 07" and run in a northwesterly direction along said 765 contour for a distance of 90.28 feet to a point; thence turn an angle to the right of 49° 27' 07" and run in a northwesterly direction along said 765 contour for a distance of 68.76 feet to a point; thence turn an angle to the left of 25° 31' 39" and run in a northwesterly direction along said 765 contour for a distance of 94.29 feet to a point; thence turn an angle to the right of 10° 48' 59" and run in a northwesterly direction along said 765 contour for a distance of 126.55 feet to a point; thence turn an angle to the left of 31° 19' 50" and run in a northwesterly direction along said 765 contour for a distance of 112.85 feet to a point; thence turn an angle to the left of 57° 06' 07" and run in a southwesterly direction along said 765 contour for a distance of 48.99 feet to a point; thence turn an angle to the left of 28° 42' 19" and run in a southwesterly direction along said 765 contour for a distance of 74.05 feet to a point; thence turn an angle to the left of 29° 14' 54" and run in a southeasterly direction along said 765 contour for a distance of 103.31 feet to a point; thence turn an angle to the l[illegible]f 24° 33' 40" and run [illegible] southeasterly directi[illegible]long said 765 contour for a distance of 60.44 feet to a point [illegible]nce

BOOK 378 PAGE 936

turn an angle to the right of 45° 40' 44" and run in a southwesterly direction along said 765 contour for a distance of 43.27 feet to a point; thence turn an angle to the left of 12° 56' 52" and run in a southeasterly direction along said 765 contour for a distance of 68.68 feet to a point; thence turn an angle to the left of 9° 14' 15" and run in a southeasterly direction along said 765 contour for a distance of 92.95 feet to a point; thence turn an angle to the left of 15° 40' 31" and run in a southeasterly direction along said 765 contour for a distance of 83.76 feet to a point; thence turn an angle to the right of 149° 42' 42" and run in a northwesterly direction along said 765 contour for a distance of 82.05 feet to a point; thence turn an angle to the right of 13° 45' 48" and run in a northwesterly direction along said 765 contour for a distance of 87.51 feet to a point; thence turn an angle to the right of 45° 29' 23" and run in a northwesterly direction along said 765 contour for a distance of 37.25 feet to a point; thence turn an angle to the left of 8° 17' 28" and run in a northwesterly direction along said 765 contour for a distance of 65.06 feet to a point; thence turn an angle to the left of 13° 05' 57" and run in a northwesterly direction along said 765 contour for a distance of 78.15 feet to a point; thence turn an angle to the right of 0° 38' 47" and run in a northwesterly direction along said 765 contour for a distance of 99.74 feet to a point; thence turn an angle to the right of 7° 03' 45" and run in a northwesterly direction along said 765 contour for a distance of 94.11 feet to a point; thence turn an angle to the right of 23° 49' 36" and run in a northeasterly direction along said 765 contour for a distance of 90.90 feet to a point; thence turn an angle to the left of 2° 10' 55" and run in a northeasterly direction along said 765 contour for a distance of 72.76 feet to a point; thence turn an angle to the left of 34° 37' 44" and run in a northwesterly direction along said 765 contour for a distance of 114.49 feet to a point; thence turn an angle to the right of 21° 52' 31" and run in a northwesterly direction along said 765 contour for a distance of 94.93 feet to a point; thence turn an angle to left of 6° 36' 07" and run in a northwesterly direction along said 765 contour for a distance of 119.90 feet to a point; thence turn an angle to the left of 66° 48' 45" leaving said 765 contour and run in a northwesterly direction for a distance of 597.07 feet to a point; thence turn an angle to the right of 8° 14' 24" and run in a northwesterly direction for a distance of 190.00 feet to a point on the southeast right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northwest right of way of said road; thence continue along last stated course for a distance of 189.96 feet to a point; thence turn an angle to the left of 90° 09' 13" and run in a southwesterly direction for a distance of 443.92 feet to a point; thence turn an angle to the right of 42° 24' 13" and run in a southwesterly direction for a distance of 115.98 feet to the northeast corner of Lot 25 in said Greystone First Sector Phase I; thence turn an angle to the left of 105° 59' 12" and run in a southeasterly direction along the northeast line of said Lot 25 for a distance of 187.77 feet to a point;

thence turn an angle to the right of 16° 29' 05" and run in a southeasterly direction for a distance of 60.00 feet to a point on a curve to the left having a central angle of 10° 48' 35" and a radius of 430.27 feet; thence turn an angle to the left of 95° 24' 17" to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 81.18 feet to a point on a reverse curve to the right having a central angle of 83° 03' 41" and a radius of 25.00 feet; thence run in a northeasterly to southeasterly direction along the arc of said curve for a distance of 36.24 feet to a point; thence run tangent to last stated curve for a distance of 53.00 feet to a point on a curve to the left having a central angle of 22° 30' 00" and a radius of 405.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 159.04 feet to a point; thence turn an angle to the right of 78° 45' 00" from the chord of said curve and run in a southwesterly direction for a distance of 209.27 feet to the point of beginning. Said parcel containing 38.76 acres, more or less.

EXHIBIT B



BOOK 378 PAGE 939

St. Charles

EXHIBIT C

LEGAL DESCRIPTION OF ROADWAY A EASEMENT PROPERTY

A road easement for ingress and egress situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, lying 30 feet either side of a line being more particularly described as follows:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to a point; thence turn an angle to the left of 123° 35' 16" and run in a northwesterly direction for a distance of 515.90 feet to the point of beginning of the centerline of said easement; thence turn an angle to the right of 148° 58' 27" and run in a northeasterly direction for a distance of 66.74 feet to a point on a curve to the left having a central angle of 68° 58' 49" and a radius of 400.27 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 481.90 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 361.53 feet to the end of said easement.

BOOK 378 PAGE 940

st. charles,

EXHIBIT D

LEGAL DESCRIPTION OF ROADWAY A EASEMENT PROPERTY

A road easement for ingress and egress situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, lying 30 feet either side of a line being more particularly described as follows:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to a point; thence turn an angle to the left of 123° 35' 16" and run in a northwesterly direction for a distance of 515.90 feet to a point; thence turn an angle to the right of 148° 58' 27" and run in a northeasterly direction for a distance of 66.74 feet to a point on a curve to the left having a central angle of 43° 58' 49" and a radius of 400.27 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 307.25 feet to the point of beginning of the centerline of said easement; thence run radial to last stated curve in a southeasterly direction for a distance of 104.67 feet to a point on a curve to the left having a central angle of 45° 00' 00" and a radius of 375.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 294.52 feet to a point on a reverse curve to the right having a central angle of 40° 00' 00" and a radius of 534.85 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 373.40 feet to a point; thence run tangent to last stated curve in a southeasterly direction for a distance of 637.55 feet to a point on a curve to the left having a central angle of 58° 13' 52" and a radius of 400.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 406.53 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 33.33 feet to the end of said easement.

BOOK 378 PAGE 941

Exhibit E

LEGAL DESCRIPTION OF LAKE 1 AND LAKE 2

Two proposed lakes situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Proposed Lake Site # 1:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to a point; thence turn an angle to the right of 81° 55' 50" and run in a southeasterly direction for a distance of 415.28 feet to a point; thence turn an angle to left of 23° 37' 14" and run in a southeasterly direction for a distance of 151.28 feet to a point; thence turn an angle to the left of 69° 48' 35" and run in a northeasterly direction for a distance of 177.12 feet to the point of beginning on the 810 contour; thence turn an angle to the right of 52° 27' 51" and run in a southeasterly direction along the 810 contour for a distance of 132.83 feet to a point; thence turn an angle to the left of 40° 09' 36" and run in a northeasterly direction along the 810 contour for a distance of 37.65 feet to a point; thence turn an angle to the left of 25° 38' 46" and run in a northeasterly direction along the 810 contour for a distance of 87.79 feet to a point; thence turn an angle to the right of 1° 38' 16" and run in a northeasterly direction along the 810 contour for a distance of 111.20 feet to a point; thence turn an angle to the right of 131° 05' 18" and run in a southeasterly direction along the 810 contour for a distance of 107.63 feet to a point; thence turn an angle to the left of 27° 54' 00" and run in a southeasterly direction along the 810 contour for a distance of 58.43 feet to a point; thence turn an angle to the left of 9° 4 " and run in a sout erly direction along 810

contour for a distance of 81.49 feet to a point; thence turn an angle to the right of 119° 59' 17" and run in a southwesterly direction along the 810 contour for a distance of 37.39 feet to a point; thence turn an angle to the left of 7° 42' 58" and run in a southwesterly direction along the 810 contour for a distance of 77.35 feet to a point; thence turn an angle to the left of 47° 44' 30" and run in a southwesterly direction along the 810 contour for a distance of 62.22 feet to a point; thence turn an angle to the right of 41° 22' 20" and run in a southwesterly direction along the 810 contour for a distance of 39.44 feet to a point: thence turn an angle to the left of 31° 58' 01" and run in a southwesterly direction along the 810 contour for a distance of 57.68 feet to a point; thence turn an angle to the left of 56° 13' 06" and run in a southeasterly direction along the 810 contour for a distance of 38.37 feet to a point; thence turn an angle to the left of 24° 57' 18" and run in a southeasterly direction along the 810 contour for a distance of 35.37 feet to a point; thence turn an angle to the left of 22° 49' 41" and run in a southeasterly direction along the 810 contour for a distance of 39.58 feet to a point; thence turn an angle to the right of 91° 39' 43" and run in a southwesterly direction along the 810 contour for a distance of 24.04 feet to a point; thence turn an angle to the left of 49° 44' 04" and run in a southeasterly direction along the 810 contour for a distance of 66.40 feet to a point; thence turn an angle to the left of 39° 53' 07" and run in a southeasterly direction along the 810 contour for a distance of 57.75 feet to a point; thence turn an angle to the left of 28° 30' 13" and run in a northeasterly direction along the 810 contour for a distance of 44.51 feet to a point; thence turn an angle to the right of 121° 52' 51" and run in a southwesterly direction along the 810 contour for a distance of 70.26 feet to a point; thence turn an angle to the left of 24° 02' 19" and run in a southeasterly direction along the 810 contour for a distance of 55.89 feet to a point; thence turn an angle to the left of 34° 26' 55" and run in a southeasterly direction along the 810 contour for a distance of 57.56 feet to a point; thence turn an angle to the left of 24° 46' 36" and run in a southeasterly direction along the 810 contour for a distance of 98.49 feet to a point; thence turn an angle to the right of 60° 37' 34" and run in a southeasterly direction along the 810 contour for a distance of 68.85 feet to a point; thence turn an angle to the right of 58° 59' 02" and run in a southwesterly direction along the 810 contour for a distance of 100.12 feet to a point; thence turn an angle to the right of 56° 47' 32" and run in a northwesterly direction along the 810 contour for a distance of 69.18 feet to a point; thence turn an angle to the right of 30° 28' 42" and run in a northwesterly direction along the 810 contour for a distance of 157.59 feet to a point; thence turn an angle to the left of 8° 06' 41" and run in a northwesterly direction along the 810 contour for a distance of 76.31 feet to a point; thence turn an angle to the left of 28° 48' 59" and run in a northwesterly direction for a distance of 35.66 feet to a point; thence turn an angle to the left of 28° 51' 09" and run in a southwesterly direction along the 810 contour for a distance of 82.75 feet to a

point; thence turn an angle to the left of 30° 23' 36" and run in a southwesterly direction along the 810 contour for a distance of 89.43 feet to a point; thence turn an angle to the right of 2° 13' 57" and run in a southwesterly direction along the 810 contour for a distance of 44.01 feet to a point; thence turn an angle to the left of 0° 19' 11" and run in a southwesterly direction along the 810 contour for a distance of 110.33 feet to a point; thence turn an angle to the right of 133° 05' 13" and run in a northwesterly direction along the 810 contour for a distance of 81.96 feet to a point; thence turn an angle to the right of 16° 55' 41" and run in a northeasterly direction along the 810 contour for a distance of 88.05 feet to a point; thence turn an angle to the left of 0° 16' 26" and run in a northeasterly direction along the 810 contour for a distance of 110.65 feet to a point; thence turn an angle to the left of 75° 12' 36" and run in a northwesterly direction along the 810 contour for a distance of 63.94 feet to a point; thence turn an angle to the left of 44° 40' 49" and run in a southwesterly direction along the 810 contour for a distance of 40.58 feet to a point; thence turn an angle to the right of 0° 20' 06" and run in a southwesterly direction along the 810 contour for a distance of 99.36 feet to a point; thence turn an angle to the left of 36° 50' 23" and run in a southwesterly direction along the 810 contour for a distance of 91.77 feet to a point; thence turn an angle to the right of 9° 19' 12" and run in a southwesterly direction along the 810 contour for a distance of 108.94 feet to a point; thence turn an angle to the right of 124° 10' 32" and run in a northwesterly direction along the 810 contour for a distance of 105.94 feet to a point; thence turn an angle to the right of 17° 29' 45" and run in a northeasterly direction along the 810 contour for a distance of 110.42 feet to a point; thence turn an angle to the left of 8° 08' 51" and run in a northeasterly direction along the 810 contour for a distance of 89.14 feet to a point; thence turn an angle to the right of 58° 45' 59" and run in a northeasterly direction along the 810 contour for a distance of 46.36 feet to a point; thence turn an angle to the left of 74° 31' 38" and run in a northwesterly direction along the 810 contour for a distance of 68.27 feet to a point; thence turn an angle to the right of 70° 00' 29" and run in a northeasterly direction for a distance of 319.92 feet to the point of beginning. Said Proposed Lake # 1 containing 7.5 acres, more or less.

Proposed Lake #2:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly

direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to a point; thence turn an angle to the right of 81° 55' 50" and run in a southeasterly direction for a distance of 415.28 feet to a point; thence turn an angle to left of 23° 37' 14" and run in a southeasterly direction for a distance of 151.28 feet to a point; thence turn an angle to the left of 69° 48' 35" and run in a northeasterly direction for a distance of 177.12 feet to a point on the 810 contour; thence turn an angle to the right of 52° 27' 51" and run in a southeasterly direction along the 810 contour for a distance of 132.83 feet to a point; thence turn an angle to the left of 40° 09' 36" and run in a northeasterly direction along the 810 contour for a distance of 37.65 feet to a point; thence turn an angle to the left of 25° 38' 46" and run in a northeasterly direction along the 810 contour for a distance of 87.79 feet to a point; thence turn an angle to the right of 1° 38' 16" and run in a northeasterly direction along the 810 contour for a distance of 111.20 feet to a point; thence turn an angle to the right of 131° 05' 18" and run in a southeasterly direction along the 810 contour for a distance of 107.63 feet to a point; thence turn an angle to the left of 27° 54' 00" and run in a southeasterly direction along the 810 contour for a distance of 58.43 feet to a point; thence turn an angle to the left of 9° 47' 22" and run in a southeasterly direction along the 810 contour for a distance of 81.49 feet to a point; thence turn an angle to the right of 119° 59' 17" and run in a southwesterly direction along the 810 contour for a distance of 37.39 feet to a point; thence turn an angle to the left of 7° 42' 58" and run in a southwesterly direction along the 810 contour for a distance of 77.35 feet to a point; thence turn an angle to the left of 47° 44' 30" and run in a southwesterly direction along the 810 contour for a distance of 62.22 feet to a point; thence turn an angle to the right of 41° 22' 20" and run in a southwesterly direction along the 810 contour for a distance of 39.44 feet to a point; thence turn an angle to the left of 31° 58' 01" and run in a southwesterly direction along the 810 contour for a distance of 57.68 feet to a point; thence turn an angle to the left of 56° 13' 06" and run in a southeasterly direction along the 810 contour for a distance of 38.37 feet to a point; thence turn an angle to the left of 24°

57' 18" and run in a southeasterly direction along the 810 contour for a distance of 35.37 feet to a point; thence turn an angle to the left of 22° 49' 41" and run in a southeasterly direction along the 810 contour for a distance of 39.58 feet to a point; thence turn an angle to the right of 91° 39' 43" and run in a southwesterly direction along the 810 contour for a distance of 24.04 feet to a point; thence turn an angle to the left of 49° 44' 04" and run in a southeasterly direction along the 810 contour for a distance of 66.40 feet to a point; thence turn an angle to the left of 39° 53' 07" and run in a southeasterly direction along the 810 contour for a distance of 57.75 feet to a point; thence turn an angle to the left of 28° 30' 13" and run in a northeasterly direction along the 810 contour for a distance of 44.51 feet to a point; thence turn an angle to the right of 121° 52' 51" and run in a southwesterly direction along the 810 contour for a distance of 70.26 feet to a point; thence turn an angle to the left of 24° 02' 19" and run in a southeasterly direction along the 810 contour for a distance of 55.89 feet to a point; thence turn an angle to the left of 34° 26' 55" and run in a southeasterly direction along the 810 contour for a distance of 57.56 feet to a point; thence turn an angle to the left of 24° 46' 36" and run in a southeasterly direction along the 810 contour for a distance of 98.49 feet to a point; thence turn an angle to the right of 60° 37' 34" and run in a southeasterly direction along the 810 contour for a distance of 68.85 feet to a point; thence turn an angle to the right of 58° 59' 02" and run in a southwesterly direction along the 810 contour for a distance of 100.12 feet to a point; thence turn an angle to the left of 47° 40' 52" leaving said 810 contour and run in a southwesterly direction for a distance of 32.32 feet to a point on the northwest right of way of Hugh Daniel Drive; thence turn an angle to the left of 121° 22' 03" and run in a northeasterly direction along said northwest right of way for a distance of 419.16 feet to a point on a curve to the right having a central angle of 1° 17' 44" and a radius of 2,619.92 feet; thence run in a northeasterly direction along the arc of said curve and also along said northwest right of way for a distance of 59.24 feet to a point; thence turn an angle to the left of 115° 35' 15" from the chord of last stated curve and run in a northwesterly direction for a distance of 338.61 feet to a point; thence turn an angle to the right of 65° 00' 00" and run in a northeasterly direction for a distance of 220.00 feet to a point on the southerly right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northerly right of way of said proposed road, said point being on a curve which is concave to the north having a central angle of 34° 43' 52" and a radius of 370.00 feet; thence turn an angle to the right of 72° 38' 04" to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 224.28 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 247.25 feet to a point on a curve to the left having a central angle of 48° 49' 21" and a radius of 220.00 feet; thence run in a northeasterly direction along the arc of said curve for a

distance of 37.25 feet to a point; thence turn an angle to the left of 8° 17' 28" and run in a northwesterly direction along said 765 contour for a distance of 65.06 feet to a point; thence turn an angle to the left of 13° 05' 57" and run in a northwesterly direction along said 765 contour for a distance of 78.15 feet to a point; thence turn an angle to the right of 0° 38' 47" and run in a northwesterly direction along said 765 contour for a distance of 99.74 feet to a point; thence turn an angle to the right of 7° 03' 45" and run in a northwesterly direction along said 765 contour for a distance of 94.11 feet to a point; thence turn an angle to the right of 23° 49' 36" and run in a northeasterly direction along said 765 contour for a distance of 90.90 feet to a point; thence turn an angle to the left of 2° 10' 55" and run in a northeasterly direction along said 765 contour for a distance of 72.76 feet to a point; thence turn an angle to the left of 34° 37' 44" and run in a northwesterly direction along said 765 contour for a distance of 114.49 feet to a point; thence turn an angle to the right of 21° 52' 31" and run in a northwesterly direction along said 765 contour for a distance of 94.93 feet to a point; thence turn an angle to left of 6° 36' 07" and run in a northwesterly direction along said 765 contour for a distance of 119.90 feet to a point; thence turn an angle to the right of 109° 38' 48" and run in a southeasterly direction for a distance of 279.58 feet to a point; thence turn an angle to the right of 100° 55' 43" and run in a southwesterly direction along the 765 contour for a distance of 63.88 feet to a point; thence turn an angle to the left of 32° 10' 06" and run in a southeasterly direction along the 765 contour for a distance of 64.71 feet to a point; thence turn an angle to the left of 13° 04' 38" and run in a southeasterly direction along the 765 contour for a distance of 121.49 feet to a point; thence turn an angle to the left of 23° 52' 52" and run in a southeasterly direction along the 765 contour for a distance of 87.66 feet to a point; thence turn an angle to the left of 36° 18' 43" and run in a southeasterly direction along the 765 contour for a distance of 58.69 feet to a point; thence turn an angle to the right of 76° 17' 06" and run in a southeasterly direction along the 765 contour for a distance of 59.45 feet to a point; thence turn an angle to the left of 27° 14' 11" and run in a southeasterly direction along the 765 contour for a distance of 63.02 feet to a point; thence turn an angle to the left of 13° 01' 34" and run in a southeasterly direction for a distance of 204.23 feet to a point; thence turn an angle to the left of 5° 27' 40" and run in a southeasterly direction along the 765 contour for a distance of 93.74 feet to a point; thence turn an angle to the left of 16° 28' 29" and run in a southeasterly direction along the 765 contour for a distance of 44.47 feet to a point; thence turn an angle to the left of 24° 16' 39" and run in a northeasterly direction along the 765 contour for a distance of 126.22 feet to a point; thence turn an angle to the right of 138° 06' 19" and run in a southwesterly direction along the 765 contour for a distance of 104.27 feet to a point; thence turn an angle to the left of 59° 08' 21" and run in a southeasterly direction along the 765 contour for a distance of 143.99 feet to the point of beginning. Said Proposed Lake #2 containing 5.1 acres, more or less.

BOOK 378 PAGE 947

I CERTIFY THIS INSTRUMENT WAS FILED

91 DEC 20 PM 1:31

1. Deed Tax	$	
2. Mtg. Tax	$	
3. Recording Fee	$	5.50
4. Indexing Fee	$	3.00
5. No Tax Fee	$	
6. Certified Fee	$	1.00