

Send Tax Notices To:

STATE OF ALABAMA)
SHELBY COUNTY)

Brook Hills Baptist Church, Inc.
Post Office Box 380543
Birmingham, Alabama 35238-0543

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Million Eight Hundred Seventy-Two Thousand One Hundred Fifty and No/100 Dollars (\$1,872,150.00) in hand paid by Brook Hills Baptist Church, Inc. (the "Grantee"), to the undersigned grantor, AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the Public Employees Retirement System of Ohio (the "Grantor"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and incorporated herein by reference for a description of said real estate (the "Property").

The Property is conveyed subject to the title encumbrances described in Exhibit B attached hereto and incorporated herein by reference and that certain Restrictive Agreement attached hereto as Exhibit C and incorporated herein by reference.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, who is authorized to execute this conveyance, hereto sets its signature and seal this the 20th day of July, 1992.

AMSOUTH BANK, N.A., as Ancillary
Trustee for NationsBank of North
Carolina, N.A., as Trustee for the
Public Employees Retirement System
of Ohio

ATTEST:

Linda S. Leke
~~Assistant Secretary~~
Trust Officer
[CORPORATE SEAL]

By:

[Signature]
Vice President
+ Trust Officer

DRAWN BY:

Walter D. Fisher, Jr., Esquire
Kennedy Covington Lobdell & Hickman
3300 NationsBank Plaza
Charlotte, North Carolina 28280

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John A. Bastwick, whose name as Vice President of AMSOUTH BANK, N.A., a national association, as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said association acting in its capacity as Ancillary Trustee as aforesaid.

Given under my hand and official seal, this 20th day of July, 1992.

Carolyn A. Garrison
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires:

3/20/94

Exhibit A

STARTING at the northwest corner of Section 32, T-18-S, R-1-W, Shelby County, Alabama, run along the north line of said Section 32, North 89° 21' 29" East 1,020.01 feet to an iron pin set at the POINT OF BEGINNING;

THENCE from said POINT OF BEGINNING, continue along the north line of said Section 32, North 89° 21' 29" East 309.78 feet to an iron pin found at the northeast corner of the northwest ¼ of the northwest ¼ of said Section 32;

THENCE continue along the north line of said Section 32, North 89° 19' 29" East 873.29 feet to a ½" iron pin found;

THENCE South 26° 50' 57" West 314.94 feet to a 1" iron pin found;

THENCE North 89° 21' 09" East 286.44 feet to an iron pin found in the west right-of-way of Alabama Highway 119 (Cahaba Valley Road) (80.0 feet right-of-way);

THENCE along the west right-of-way of said Alabama Highway 119 (Cahaba Valley Road), the following courses: South 28° 49' 43" West 1,097.21 feet to an iron pin set;

THENCE South 28° 44' 37" West 100.84 feet to an iron pin set at a point of curve;

THENCE along a curve concave to the east having a centerline radius of 5,717.55 feet a chord of South 28° 28' 38" West 53.91 feet to an iron pin set;

THENCE along a curve chord of South 66° 52' 24" West 77.81 feet to an iron pin set at the north right-of-way of Brook Highland Parkway (124.0 feet right-of-way);

THENCE along the north right-of-way of said Brook Highland Parkway, the following courses: North 74° 13' 01" West 175.96 feet to an iron point found at a point of curve;

THENCE along a curve concave to the south having a centerline radius of 477.46 feet a chord of North 85° 32' 05" West 211.74 feet to an iron pin found;

THENCE South 83° 08' 50" West 291.65 feet to an iron pin found at a point of curve;

THENCE along a curve concave to the north having a centerline radius of 572.96 feet a chord of North 72° 54' 28" West 414.75 feet to an iron pin set;

THENCE leaving the north right-of-way of said Brook Highland Parkway, run North 51° 09' 32" East 423.13 feet to an iron pin set;

THENCE North 06° 13' 08" East 399.84 feet to an iron pin set;

THENCE North 05° 56' 41" East 400.78 feet to an iron pin set;

THENCE North 00° 06' 12" West 178.65 feet to an iron pin set at the POINT OF BEGINNING.

Said parcel lying and being in the northwest ¼ of Section 32, T-18-S, R-1-W, Shelby County, Alabama and containing 35.66 acres, more or less.

Being in all respects the same property as shown on that certain plat of survey entitled "Boundary Survey: The Church at Brook Hills," prepared by H. Kenneth White, Registered Land Surveyor, dated April 21, 1992, last revised July 9, 1992, reference to which is hereby made for a more particular description.

EXHIBIT B

Title Exceptions

1. Ad valorem property taxes respecting the Property for the 1992 calendar year, which taxes have been prorated and accounted for between Grantor and Grantee on a calendar-year basis.
2. Matters that would be revealed by a current accurate, physical survey of the Property.
3. Title to all minerals within the Property, together with all mining rights and other rights, privileges and immunities relating thereto.
4. Declaration of Protective Covenants recorded in Book 194 at Page 54 in the Probate Office for Shelby County, Alabama.
5. Declaration of Covenants, Conditions and Restrictions recorded in Book 307 at Page 950 in said Probate Office.
6. Easement for Sanitary Sewer Lines and Water Lines in favor of The Water Works and Sewer Board of the City of Birmingham recorded in Book 194 at Page 01 in said Probate Office.
7. Deed and Bill of Sale to The Water Works and Sewer Board of the City of Birmingham recorded in Book 194 at Page 43 in said Probate Office.
8. Easements in favor of Alabama Power Company recorded in Book 220 at Pages 521 and 532 in said Probate Office.
9. Drainage Agreement with Eddleman & Associates recorded in Book 125 at Page 238 in said Probate Office.
10. Reciprocal Easement Agreement with Eddleman & Associates recorded in Book 125 at Page 249 in said Probate Office.
11. Easement in favor of Alabama Gas Corporation recorded in Book 170 at Page 59 in said Probate Office.
12. Restrictive Agreement attached as Exhibit C hereto.

EXHIBIT C

Restrictive Agreement

(IMPOSITION OF PROTECTIVE REAL COVENANTS ON A SINGLE PROPERTY)

ARTICLE I

RECITALS

1.01 AmSouth Bank N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio (hereinafter referred to as "Grantor") as the conveyer of the real property described in Exhibit A attached to the Statutory Warranty Deed to which this Exhibit C is attached, secured the agreement of Brook Hills Baptist Church, Inc., an Alabama corporation (hereinafter referred to together as "Grantee"), to the imposition of the protective real covenants herein contained on such property (hereinafter referred to as the "Property") as part of the instant conveyance, which covenants shall bind the aforesaid Grantee, its successors and assigns, through the term hereof.

1.02 It is understood and agreed that the protective real covenants hereinbelow set forth are intended to subject the Property to certain conditions, covenants and restrictions upon and subject to which the Property itself shall be held, improved and conveyed, without regard to the present existence or future imposition of similar conditions, covenants and restrictions by Grantor on any other property.

ARTICLE II

DEFINITIONS

2.01 "Architectural Review Committee" shall have the meaning set forth in Section 5.01 of Article V of this Agreement.

2.02 "Agreement" shall mean this Restrictive Agreement being attached to the above-referenced Statutory Warranty Deed as Exhibit C and incorporated therein by reference.

2.03 "Common Property Covenants" shall mean and refer to those certain covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions dated August 29, 1990, and recorded in Book 307 at Page 950 in the Office of Probate for Shelby County, Alabama, respecting, among other properties, the Property.

2.04 "Improvements" shall mean and include, without limitation, buildings, outbuildings, sheds, roads, driveways, parking lots, paved areas, patios, pools, fountains, telephone lines, fences, screening walls, retaining walls, delivery areas and facilities, signs, utilities, lawns, hedges, mass plantings, landscaping, water lines and facilities, sewer lines and facilities, electrical and gas distribution lines and facilities, and all construction of any type or kind. The term "Improvements" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards, or any

excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the material flow of surface water upon or across the Property.

2.05 "Grantee" shall mean Brook Hills Baptist Church, Inc., an Alabama corporation, and its successors and assigns, as to all or any part of the Property.

2.06 "Grantor," when used herein, shall mean the Grantor (as defined above) and its successors and assigns, including, without limitation, any association created by Grantor in connection with the development of the Grantor's Remaining Property (as defined below). The term "Grantor" shall also include any substitute or successor trustee or the successor in interest to AmSouth Bank, N.A., acting in its capacity as Ancillary Trustee, including, without limitation, NationsBank of North Carolina, N.A. (in the event the ancillary trust is hereafter terminated) or any substitute or successor trustee or the successor in interest to NationsBank of North Carolina, N.A.

2.07 "Grantor's Remaining Property" shall refer to certain real property situated in Shelby County, Alabama, currently owned by AmSouth Bank N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, consisting of approximately 725 acres and being more particularly described on Exhibit D attached hereto and incorporated herein by this reference.

2.08 "NationsBank" shall mean and refer to NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio. NationsBank of North Carolina, N.A., is the successor to NCNB National Bank of North Carolina.

2.09 "Property" shall mean and refer to the aforesaid Property, unless expressly indicated to the contrary.

2.10 "Watershed Covenants" shall mean and refer to those certain covenants, conditions and restrictions set forth in that certain Declaration of Protective Covenants dated July 11, 1988, and recorded in Book 194 at Page 54 in the Office of Probate for Shelby County, Alabama, relating to the implementation and maintenance of that certain Soil Erosion Control Plan and Storm Water Management System for certain real property, including, without limitation, the Property, located within the Lake Purdy-Cahaba River Watershed.

ARTICLE III

REGULATION OF USES AND OPERATIONS

3.01 Permitted Uses. The following use restrictions shall apply to the Property during the term of this Agreement:

- (a) So long as the Property (or a portion thereof) is owned by Brook Hills Baptist Church, Inc. or any other church entity (a "Church Entity"), all portions of the Property owned by a Church Entity from time to time may be developed, improved, maintained, occupied and used during the term of this Agreement only as a church and directly related uses and activities (the "Church Use Restriction"). Such "directly related uses and activities" shall include, without limitation, church-sponsored educational programs (including a church-sponsored school), church-sponsored drug

abuse assistance and counseling programs, church sponsored recreational activities, and an amphitheater for church-sponsored (non-commercial) entertainment activities.

- (b) With respect to any portions of the Property conveyed to third parties that are not Church Entities, the Church Use Restriction shall expire (as to each such portion of the Property conveyed) simultaneously with the conveyance of each such portion of the Property to a third party that is not a Church Entity; provided, however, such portion(s) of the Property thereafter may not be developed, improved, maintained, occupied or used during the term of this Agreement for single- or multi-family residential uses, office uses (including professional offices), office distribution uses, retail uses (including full-service and fast food restaurants), hotel and motel uses, or service uses (such as, but not limited to, banks, dry cleaners, and barber and beauty shops).

3.02 Proscribed Uses. In addition to the prohibitions in Section 3.01 above, no operations or uses shall be permitted or maintained within the boundaries of the Property, including within any Improvements thereon, which cause or produce any of the following effects discernible outside the Improvements on the Property or affecting any adjacent property, except if and to the extent required in connection with (and during the period of) construction, renovation or alteration of such Improvements:

- (a) Noise or sound that is unusual and inappropriate for the development proposed and to be constructed upon the Property and is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) Noxious, toxic, or corrosive fumes or gases;
- (c) Obnoxious odors;
- (d) Dust, dirt or fly ash; or
- (e) Unusual fire or explosive hazards.

Furthermore, no operations or uses of the Property shall be permitted or maintained which are prohibited by either or both of the Common Property Covenants or the Watershed Covenants.

3.03 Maintenance. Grantee, its successors and assigns, shall at all times keep the Property and Improvements in a reasonably safe, clean, wholesome condition and comply in all material respects with all government, health, fire and police requirements and regulations, and shall remove at its own expense any rubbish of any character whatsoever which may accumulate on said Property. In addition to the foregoing, Grantee, its successors and assigns, shall keep and maintain the Property and Improvements in a safe, clean and well-manicured condition (including, without limitation, regular planting of grass, regular maintenance of lawns and landscaping, and regular repair of any and all entrance roads, sidewalks and walkways). In the event Grantee, its successors and assigns, fail to comply with any or all of the aforesaid specifications and/or requirements and subject to the notice and cure provisions contained herein, Grantor shall have the right, privilege and license, but not the obligation, to enter upon the Property and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of Grantee, its successors and assigns.

3.04 Government Regulations. In addition to all other restrictions and limitations set forth herein, all uses of the Property and Improvements thereon shall be subject to and in compliance with applicable governmental laws, ordinances, rules and regulations.

3.05 Compliance with Watershed Covenants and Common Property Covenants.

- (a) Grantor and Grantee hereby acknowledge and agree that the Property is conveyed by Grantor to Grantee subject to the imposition of the Watershed Covenants and the Common Property Covenants, which covenants by their terms bind the Property and Grantee, its successors and assigns, and are incorporated herein by this reference. The Property shall at all times be maintained, developed and conveyed subject to and in accordance with the terms and provisions of the Watershed Covenants and the Common Property Covenants. Grantee, its successors and assignees, hereby acknowledge that Grantor, its successors and assigns [including, without limitation, the AmSouth/NCNB Association (as defined in the Watershed Covenants) and the Association (as defined in the Common Property Covenants), it being understood that the AmSouth/NCNB Association under the Watershed Covenants is one and the same as the Association under the Common Property Covenants and that said entities are hereinafter referred to together as the "AmSouth/NationsBank Association"], shall have the right and power to enforce the Watershed Covenants and the Common Property Covenants as to the Property and to levy and collect from Grantee, its successors and assigns, certain assessments as may be necessary for the maintenance of the Watershed Maintenance Areas (as defined in the Watershed Covenants), the Property in accordance with the Plan (as defined in the Watershed Covenants) and the Common Property (as defined in the Common Property Covenants). Said assessments shall include with respect to the Watershed Covenants that portion of the Fund (as defined in the Watershed Covenants) allocated to the Property on a pro-rata acreage basis, said assessment for the Fund allocated to the Property shall be paid by Grantee to the AmSouth/NationsBank Association within fifteen (15) days of receipt by Grantee of notice from the AmSouth/NationsBank Association of the amount of such assessment. Grantee, its successors and assigns, hereby acknowledge that Grantor, its successors and assigns (including, without limitation, the AmSouth/NationsBank Association) shall have the right and power to enforce the terms and provisions of the Watershed Covenants and the Common Property Covenants with regard to the Property and Grantee, its successors and assigns, in the same manner as set forth in the Watershed Covenants and the Common Property Covenants.
- (b) Prior to the conveyance of any portion of the Property by Grantee, Grantee shall provide Grantor and the AmSouth/NationsBank Association, as applicable, with the names of the proposed or prospective purchaser(s) of such portion(s) of the Property and their addresses, a legal description of the portion of the Property proposed to be conveyed to each such proposed or prospective purchaser, and the names and addresses of the holders of any mortgages to be placed on portion(s) of the Property proposed to be conveyed to each such proposed or prospective purchaser (to the extent such mortgage information is reasonably available to Grantee).

Provided, however, and notwithstanding any term or provision herein to the contrary, it is hereby agreed that nothing in this Agreement shall be interpreted or construed to conflict with the terms and provisions of the Watershed Covenants and/or the Common Property Covenants.

3.06 Building Setback Requirements. No building or other Improvement (except for parking areas and parking lots, paved driveways, paving, curbing, signage, fountains, below surface irrigation and utility facilities and landscaping) may be located closer than one hundred (100) feet to any boundary line of the Property or to the boundary line of any tract or parcel of land hereafter subdivided out of the Property [as permitted pursuant to Section 3.01(b) above].

3.07 Parking Setback Requirements. No parking areas or parking lots (including curbing related thereto) shall be located closer than forty (40) feet to any boundary line of the Property or to the boundary line of any tract or parcel of land hereafter subdivided out of the Property [as permitted pursuant to Section 3.01(b) above]. Provided, however, Grantee may from time to time during the term of this Agreement submit to Grantor a written request for Grantor to amend the provisions of this Section 3.07 to reduce the setback requirement for parking areas and parking lots along the northern and western boundary lines of the Property, but Grantor shall have no obligation to grant any such request and may grant or refuse any such request in Grantor's sole discretion. Notwithstanding any term or provision in this Agreement to the contrary, Grantor reserves unto itself the right to amend this Agreement to reduce the setback requirement for parking areas and parking lots along the northern and western boundary lines of the Property in Grantor's sole discretion, provided Grantor may condition any such reduction in the setback requirement on the installation and maintenance by Grantee of such vegetation or structural screening and/or berming as Grantor shall deem necessary or appropriate, in Grantor's sole discretion, to screen the parking areas and parking lots from property adjacent to or in the vicinity of the Property.

3.08 Parking Area Setback Requirement from Front of Structure. All parking areas and parking lots located between the principal building structure on the Property or on any tract or parcel of land hereafter subdivided from the Property [as permitted pursuant to Section 3.01(b) above] shall be set back at least twenty (20) feet from the front of said principal building structure.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.01 Completion of Construction. After commencement of construction of Improvements, or any portion thereof, Grantee, its successors and assigns, shall diligently prosecute the work thereon to the end that Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Provided, however, and notwithstanding any term or provision in this Agreement to the contrary, Grantor understands that Grantee intends to initially construct a building containing 20,000 to 30,000 square feet of space in the northwest quadrant of the Property (the "Initial Building"). Although the Initial Building will be a permanent structure, Grantor acknowledges that the Initial Building may be initially constructed without an exterior skin or surface or with only a temporary skin or surface. Provided the installation of a permanent exterior skin or surface (for which the plans and specifications must be approved by Grantor as otherwise provided in this Agreement) on the Initial Building is completed within twenty-one (21) months after the date of the Statutory Warranty Deed to which this Agreement is attached and provided Grantee uses good faith diligent efforts to complete the installation of the approved permanent exterior skin or surface within eighteen (18) months after the date of the Statutory Warranty Deed to which this Agreement is attached, the failure to initially install an exterior skin or surface on the Initial Building or the initial installation of a temporary skin or surface on the Initial Building shall not be deemed a violation of any term or provision in this Agreement. Nothing in this paragraph shall be deemed or construed to avoid the requirement under this Agreement that the plans

and specifications for the Initial Building (including, without limitation, any temporary skin or surface proposed to be used as referenced above and the permanent exterior skin or surface to be used) be submitted to and approved by Grantor.

When Improvements are being constructed on the Property, Grantee, its successors and assigns, shall at all times use best efforts to keep the Property and public and private streets contiguous to the Property reasonably free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of Improvements. In the event Grantee, its successors and assigns, shall fail to keep public and private streets contiguous to the Property reasonably free of dirt, mud, garbage, trash and other debris resulting from construction of such Improvements, Grantor shall be entitled to remove such dirt, mud, garbage, trash and other debris, in which case Grantee, its successors and assigns, shall reimburse Grantor for all costs and expenses incurred by Grantor in connection with such actions.

4.02 Excavation. No clearing or excavation shall be made except in connection with construction of Improvements, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded (including the implementation of appropriate erosion control measures).

4.03 Landscaping. The Property shall be landscaped according to landscaping plans and specifications approved by the Architectural Review Committee as specified herein and maintained thereafter in a sightly and well-kept condition. Grantee, its successors and assigns, shall at all times use best efforts to keep the landscaping in good order and condition, in keeping with the intent of the approved landscaping plans and specifications. Should Grantee, its successors and assigns, fail to remedy any deficiency in the maintenance (and replacement, as necessary) of the landscaping in accordance with the applicable plans and specifications for said landscaping within the notice and cure period provided herein, Grantor and the Architectural Review Committee hereby expressly reserve the right, privilege, and license, but not the obligation, to enter upon the Property and make any and all corrections or improvements in landscape maintenance (and replacement, as necessary) at the expense of Grantee, its successors and assigns.

4.04 Signs. Grantee shall submit to the Architectural Review Committee for its review and approval the plans and specifications for all permanent building identification signs, all directional signs, all traffic control signs and all temporary signs. Only one (1) building-mounted permanent building identification sign and only one (1) free-standing permanent building identification sign may be located on the Property; provided, however, if Grantee hereafter subdivides and conveys portions of the Property to third parties [as permitted pursuant to Section 3.01(b) above], said limitation on the number of building-mounted permanent identification signs and free-standing permanent building identification signs shall apply separately with respect to each such tract or parcel of land subdivided out of the Property. The location, style, size, graphics, and other characteristics and features of all permanent signs, temporary signs, directional signs and traffic control signs are subject to the review and approval of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, disapprove the installation of directional and/or traffic control signs on the Property. Furthermore, any sign visible from a public right-of-way (except for traffic control signs within a public right-of-way) that by reason of its shape, size, position, color or other characteristics and features may be confused with a governmentally-authorized traffic sign or signal is specifically prohibited from being used or placed on the Property.

4.05 Parking Areas. Grantee shall submit to the Architectural Review Committee for its review and approval the plans and specifications for all parking areas and driveways to be located

on the Property, and the parking areas and driveways shall be located on the Property in accordance with said plans and specifications approved by the Architectural Review Committee (as specified herein) and maintained thereafter in accordance with said plans and specifications. All driveways and parking areas located on the Property shall be paved.

4.06 Miscellaneous Building Regulations. The following use restrictions shall apply to the Property:

- (a) Temporary Improvements. No temporary Improvements, including trailers, incomplete buildings, tents and shacks shall be permitted on the Property; provided, however, temporary Improvements used solely in connection with the construction of permanent approved Improvements within the Property shall be permitted, provided they are removed immediately after completion of such construction. In addition and notwithstanding the foregoing to the contrary, subject to all zoning ordinances and other governmental rules, regulations and requirements, with respect to portions of the Property that are owned by Brook Hills Baptist Church, Inc. (or its designee solely for purposes of holding title for the benefit of Brook Hills Baptist Church, Inc.) from time to time, temporary structures (such as mobile or portable classrooms commonly used at many public schools) may be located and used on such portions of the Property if and to the extent necessary to accommodate the growth of Brook Hills Baptist Church; provided, however, the location and use of such temporary structures on the Property shall be subject to the following limitations and restrictions:
 - (1) Such temporary structures shall be used only if and to the extent necessary to accommodate the growth of Brook Hills Baptist Church and its programs and shall be used on only a temporary basis (to be replaced by permanent Improvements constructed on the Property in accordance with the terms of this Agreement in due course pursuant to a reasonable and progressive building program to be maintained by Brook Hills Baptist Church).
 - (2) As part of the Architectural Review Committee's right (as set forth herein) to review plans and specifications for the development of the Property and the construction of Improvements thereon, the Architectural Review Committee shall be entitled to review and approve the actual location of such temporary structures on the Property and to require Grantee or its successor or assign (as the case may be) to install and maintain reasonable landscaping amenities (including landscaping screening) with respect thereto so as to minimize the visibility and adverse aesthetic impact of such temporary structures from public rights-of-way and Grantor's Remaining Property.
- (b) Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on approved Improvements, provided above-ground electrical transformers may be permitted if approved by the Architectural Review Committee in writing (which approval may be granted or denied in the discretion of the Architectural Review Committee). Provided, however, nothing herein shall be deemed to forbid the erection and use of temporary above-

ground power or telephone services incident to the construction of approved Improvements.

- (c) Service Screening and Storage Areas. Garbage and refuse containers shall be concealed and contained within buildings or shall be concealed by means of either landscaping or a screening wall of material reasonably similar to and compatible with that of the Improvements. These elements shall be integrated with the concept of the building plans and specifications for the Improvements, shall be designed so as not to attract attention, and shall be located in a reasonably inconspicuous manner. Furthermore, the plans and specifications for any such screening (whether landscaping or otherwise) shall be subject to the review and approval rights of the Architectural Review Committee as otherwise provided herein.
- (d) Storage Tanks. No storage tanks, including, but not limited to, those used for storage of water, propane gas, or other materials shall be permitted on the Property unless approved by the Architectural Review Committee in writing (which approval may be granted or denied in the discretion of the Architectural Review Committee).

4.07 Government Regulations. The Improvements shall be constructed, operated and maintained in accordance with applicable government standards and regulations.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE AND APPROVAL OF PLANS AND SPECIFICATIONS

5.01 Architectural Review Committee. The Architectural Review Committee shall consist of three (3) members appointed by Grantor, and Grantor is empowered to appoint their successors should a vacancy occur. The names of members of the Architectural Review Committee shall be maintained at Grantor's offices; and the initial members of the Architectural Review Committee shall be Floyd T. Boyce, Milton R. Hodges and Michael D. Fuller. The members of the Architectural Review Committee may be removed and replaced by Grantor, at Grantor's discretion, from time to time. Grantor may, by executing and recording in the Office of Probate for Shelby County, Alabama, an amendment to this Agreement, delegate to the AmSouth/NationsBank Association the authority and duty to appoint the members of the Architectural Review Committee; and at such time as Grantor no longer owns any of Grantor's Remaining Property or any interest therein (including any security interest), the authority to appoint the Architectural Review Committee shall automatically be vested in the AmSouth/NationsBank Association. The agreement of a majority of the members of the Architectural Review Committee shall constitute the binding decision of the Architectural Review Committee. The Architectural Review Committee may correspond and transact business informally by meeting, telephone, letter or otherwise as is necessary to properly perform its duties hereunder; and, other than the members of the Architectural Review Committee, no other party shall have any right to be present or participate in any meeting or telephone conversation of the Architectural Review Committee or to receive a copy of any letter or other correspondence among members of the Architectural Review Committee.

5.02 Plans and Specifications. Before commencing grading work on the Property or the construction, reconstruction, relocation or alteration of any building, addition, wall, road, curb cut, utility line or facility, enclosure, fence, delivery area, parking facility, loading dock, storage facility,

storage yard, sewer line or facility, drain line or facility, disposal system or facility, entranceway feature or any other Improvement on the Property, Grantee, its successors and assigns, shall first submit plans and specifications for such work to the Architectural Review Committee for its written approval. Such plans and specifications shall be in such detail and form and shall contain such information as may be required by the Architectural Review Committee, but in any event shall include (i) a site development plan of the Property (or relevant portion thereof) showing the nature, grading scheme, kind, shape, materials and location with respect to the Property (or relevant portion thereof), including all setback lines, of all structures and Improvements, the location thereof, reference to structures and Improvements on adjoining portions of the Property and the location of all parking spaces (including the number thereof) and driveways on the Property (or relevant portion thereof), (ii) a landscaping plan for the Property (or relevant portion thereof), (iii) a signage and lighting plan for the Property (or relevant portion thereof), (iv) a building elevation plan for the Property (or relevant portion thereof) showing dimensions, materials and the exterior color scheme, and (v) an irrigation and drainage plan for the Property (or relevant portion thereof). No Improvements (including grading work) shall be erected, placed, altered, maintained or permitted on the Property until plans and specifications therefor (as described in Section 5.02 above) shall have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Grantee, its successors and assigns, or its authorized agent, and shall be accompanied by the request of Grantee, its successors and assigns, or its agent (as the case may be), specifying the portion or all (as the case may be) of such plans and specifications for which approval is sought.

5.03 Review Procedure. The Architectural Review Committee's review of plans and specifications hereunder shall be based, among other things, on the adequacy of site dimensions; storm drainage considerations; conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the Property (or relevant portion thereof) to that of neighboring properties; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) Failure to comply with the covenants and conditions set forth herein;
- (b) Failure to include information in said plans and specifications as may have been reasonably requested by the Architectural Review Committee;
- (c) Objection to the exterior design, appearance or materials of any proposed Improvement;
- (d) Objection on the ground of incompatibility of any proposed Improvement with the existing structures upon other portions of the Property or other properties in the vicinity of the Property;
- (e) Objection to the location of any proposed Improvement upon the Property or with reference to other properties in the vicinity;
- (f) Objection to the grading plan for the Property (or any portion thereof);

- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Improvement;
- (h) Objection to the number or size of parking spaces or the design or location of parking areas proposed for the Property (or any portion thereof); or
- (i) Any other matter which, in the judgment of the Architectural Review Committee, would render the proposed Improvements inharmonious with the general plan of development and improvement of the Property or with structures and improvements located upon other portions of the Property or upon other properties in the vicinity of the Property.

In any case in which the Architectural Review Committee shall disapprove any plans and specifications or shall approve same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. In any such event, the Architectural Review Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that acceptable plans and specifications can be prepared and submitted for approval. Upon approval by the Architectural Review Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee.

5.04 Submission Procedure. Parties who desire for the Architectural Review Committee to review plans and specifications hereunder shall submit three (3) complete sets of the plans and specifications to the Architectural Review Committee in person or by registered mail, return receipt requested, at the address to be designated from time to time by Grantor or the AmSouth/NationsBank Association (as the case may be). If the Architectural Review Committee fails either to approve or to disapprove plans and specifications by written notice to the applicant within thirty (30) days after they have been received at the designated address, it shall be conclusively presumed that the Architectural Review Committee has approved said plans and specifications, subject, however, to the covenants contained herein.

5.05 Preliminary Plans. Notwithstanding any provision in this Agreement to the contrary, in the event preliminary plans are submitted for the purpose of schematic or other preliminary approval, approval of the Architectural Review Committee shall not be implied by the passage of time as set forth above nor shall any such preliminary approval of preliminary plans or schematics relieve Grantee, its successors and assigns, from the obligation to obtain the approval of the Architectural Review Committee for any subsequent submission of plans and specifications required hereunder.

5.06 Construction and Inspection of Improvements. If the Architectural Review Committee approves any plans and specifications hereunder, the actual construction in accordance with such plans and specifications shall be the responsibility of Grantee or its successor or assign (as the case may be); provided, however, upon the completion of the Improvements and prior to occupancy, Grantee or its successor or assign (as the case may be) shall notify Grantor in writing (by registered mail, return receipt requested) of such completion, who shall have fifteen (15) days thereafter in which to have the Improvements inspected by the Architectural Review Committee to ensure that said Improvements have been completed in accordance with such plans and specifications previously approved by the Architectural Review Committee. In the event the Architectural Review Committee shall fail to approve or disapprove the completed Improvements in writing within twenty (20) days after the receipt of such written notice from Grantee or its successor or assign (as the case may be)

that the Improvements have been completed, such approval shall not be required and these covenants will be deemed to have been complied with in that regard. In the event Grantee or its successor or assign (as the case may be) has made material changes from the original plans and specifications approved by the Architectural Review Committee and such changes were not previously approved in writing by the Architectural Review Committee, the occupancy of such Improvements shall be delayed until receipt of written approval by the Architectural Review Committee as to such changes or until necessary corrections to the Improvements have been made.

5.07 Exculpation. Neither Grantor, nor its successors or assigns, nor the Architectural Review Committee, nor any members thereof, shall be liable in damages or otherwise to Grantee, its successors or assigns, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. By submission of such plans and specifications and by acquiring title to the Property, Grantee, its successors and assigns, agrees that it will not bring any action, proceeding or suit against Grantor, its successors or assigns, or the Architectural Review Committee, nor any members thereof, relating to this Agreement; provided, however, nothing herein shall prevent Grantee, its successors and assigns, from bringing a declaratory judgment suit or proceeding seeking the interpretation of any provision of this Agreement, the Common Property Covenants or the Watershed Covenants.

5.08 Review Fee. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Agreement (including fees of third party architects consulted by the Architectural Review Committee), all of which shall be payable at the time such plans and specifications are submitted, provided that such fee shall be reasonable and commensurate with similar services in the locale in which the Property is located.

5.09 Variances. The Architectural Review Committee shall be entitled, in its discretion, to grant variances relative to any covenant or requirement set out in this Agreement under circumstances as it shall deem appropriate.

ARTICLE VI

ENFORCEMENT

6.01 Enforcement Rights. All restrictions, conditions, covenants and agreements contained herein are made for the direct benefit of each and every other lot or site located within Grantor's Remaining Property owned by Grantor and shall as to Grantee, its successors and assigns, operate as covenants running with the land for the benefit of each and every other such lot or site which shall continue to be owned by Grantor, but shall not (except as otherwise specifically provided below) create equitable servitudes on the Property in favor of any other lot or site within the Grantor's Remaining Property not owned by Grantor. Provided, however, Grantor shall be permitted (but not required) at any time to make an effective, express exclusive or non-exclusive assignment of the benefits of any or all of the restrictions, conditions, covenants and agreements contained herein (i) to a third party purchaser (a "Bulk Purchaser") of a substantial portion of Grantor's Remaining Property then owned by Grantor [which conveyance must be of at least forty (40) acres and in which case the assigned rights shall benefit and run with title to the portion of Grantor's Remaining Property conveyed to the Bulk Purchaser] or (ii) to any association created by Grantor in connection with the development of Grantor's Remaining Property (including, without limitation, the AmSouth/NationsBank Association). Notwithstanding the foregoing to the contrary, Grantor shall

retain the exclusive right to appoint members of the Architectural Review Committee and to thereby control the actions of the Architectural Review Committee under Article V above unless such right is explicitly and unambiguously assigned (as permitted above) by Grantor to a Bulk Purchaser or an association created by Grantor. Except for any such Bulk Purchaser or association which succeeds to rights of Grantor hereunder, no third party shall have any right to enforce any covenant herein contained.

6.02 Inspection. Any agent of Grantor, its successors or assigns, or the Architectural Review Committee may, at any reasonable time or times, enter upon and inspect the Property (or any portion thereof) and any Improvements thereon for the purpose of ascertaining whether the maintenance of the Property (or the relevant portion thereof) and the maintenance, construction or alteration of Improvements thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither Grantor, its successors or assigns, nor the Architectural Review Committee, nor any agent of either, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.03 Failure to Enforce Not a Waiver of Rights. The failure of Grantor, the Architectural Review Committee, a Bulk Purchaser or an association created by Grantor (as the case may be) to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant or restriction herein contained.

6.04 Notice and Cure. In the event of a violation of the covenants contained herein by Grantee, its successors and assigns, prior to exercising its right to enforce such covenants in any manner, Grantor, the Architectural Review Committee, a Bulk Purchaser or an association created by Grantor (as the case may be) shall provide Grantee or Grantee's successor or assign (as the case may be) with written notice specifying such violation and allowing Grantee thirty (30) days to cure such violation. Provided, however, such cure period shall be extended automatically to provide a reasonably adequate amount of time for Grantee to cure violations which cannot be cured within such thirty (30) day period, so long as (i) such deficiency or violation is reasonably curable, (ii) Grantee commences the curing of such deficiency or violation within fifteen (15) days after said notice from Grantor, the Architectural Review Committee, a Bulk Purchaser or an association created by Grantor (as the case may be) and (iii) Grantee diligently and continuously pursues the completion of the curing of such deficiency or violation.

6.05 Mortgagees' Protection; Subordination of Liens. Violation of this Agreement shall not defeat or render invalid the lien of any mortgage imposed in good faith and for value upon any portion of the Property. Any lien created hereunder shall be junior and subordinate to any such mortgage unless a suit to enforce the same shall have been filed in a court of competent jurisdiction prior to the recordation of such mortgage; provided, however, any mortgagee in actual possession or any purchaser at any trustee's sale, mortgagee's sale or foreclosure sale shall be bound by and be subject to this Agreement from and following the date of acquisition.

6.06 Zoning Requirements. This Agreement shall not be interpreted as permitting any action or thing prohibited by applicable zoning laws, or any laws, ordinances or regulations of any governmental authority or by specific restrictions imposed by any deed or other conveyance. In the event of any conflicts, the most restrictive provision shall govern and control.

6.07 Estoppel Certificates. Upon request from time to time by Grantee, any mortgagee of Grantee or any prospective purchaser or mortgagee of the Property, the Architectural Review

Committee shall furnish a written certificate signed by a majority of the members of the Architectural Review Committee stating (if true) that the Property (or the relevant portion thereof) is at such time in full compliance with the terms and conditions of this Agreement (to the extent such terms and conditions are subject to the review and control of the Architectural Review Committee) or, if applicable, a reasonably detailed description of violations of any terms or conditions of this Agreement relative to the Property (or the relevant portion thereof).

ARTICLE VII

TERM, TERMINATION AND MODIFICATION

7.01 Term. This Agreement, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date hereof.

7.02 Termination and Modification. Neither this Agreement nor any provision contained herein nor any covenant, condition or restriction contained herein may be terminated, extended, modified or amended, as to the Property (or any portion thereof) without the prior written consent of Grantor and Grantee or Grantee's successor or assign (as the case may be). No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Office of Probate of Shelby County, Alabama.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquires an interest in the Property (or portion thereof).

8.02 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Agreement or in any way define, limit or describe the scope and intent of the particular paragraphs to which they refer.

8.03 Effect of Invalidation. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8.04 Status of AmSouth/NationsBank. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that AmSouth Bank, N.A., executes the Statutory Warranty Deed to which this Agreement is attached solely in its capacity as Ancillary Trustee on behalf of NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio. AmSouth Bank, N.A., shall have no obligations or responsibilities hereunder and makes no warranties or representations hereunder. The parties hereto further acknowledge and agree that in consideration of the service of AmSouth Bank, N.A., as Ancillary Trustee, NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, shall be responsible for all obligations and responsibilities of AmSouth Bank, N.A., hereunder and Grantee and all other parties having rights and remedies under this Agreement (the "Parties") agree to look

solely to NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, for the performance of all obligations and responsibilities of AmSouth Bank, N.A., hereunder. The Parties further agree that NationsBank of North Carolina, N.A., is not personally or individually liable hereunder, but is involved in this Agreement solely in its capacity as Trustee for the Public Employees Retirement System of Ohio, and it is understood and agreed that all representations, covenants, understandings or agreements herein made on the part of or on behalf of NationsBank of North Carolina, N.A., are made and intended not as personal representations, covenants, understandings or agreements, but are made and intended for the purpose of binding only the assets of the trust over which NationsBank of North Carolina, N.A., is Trustee in favor of the Public Employees Retirement System of Ohio. NationsBank of North Carolina, N.A., is involved in this Agreement not in its own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement, and the Parties expressly waive any and all personal liability against NationsBank of North Carolina, N.A.

8.05 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

EXHIBIT D

Grantor's Remaining Property

Grantor's Remaining Property consists of the real property described on Schedule 1 attached to this Exhibit D LESS AND EXCEPT the real property described on Schedules 2, 3, 4, 5, 6 and 7 attached to this Exhibit D.

SCHEDULE 1 TO EXHIBIT D

TRACT 1:

LEGAL DESCRIPTION
(formerly SHELBY DEVELOPMENT CORPORATION property)

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

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

Part of Lot 6, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Beginning at the SW corner of said Lot 6, run thence in an Easterly direction along the South line of said Lot 6 for a distance of 1274.54 feet to the West right of way line of Shelby County Road No. 495; thence turn an angle to the left of 94 deg. 15 min. 23 sec. and run in a Northerly direction along said right of way line for a distance of 10.02 feet; thence turn an angle to the left of 85 deg. 44 min. 37 sec. and run in a Westerly direction for a distance of 1273.94 feet to the West line of said Lot 6; thence turn an angle to the left of 90 deg. 47 min. 50 sec. and run in a Southerly direction along the West line of said Lot 6 for a distance of 10.00 feet to the point of beginning.

LESS AND EXCEPT the property sold to Daniel Realty Corporation by deed recorded in Book 065, Page 740, in the said Probate Office described as follows:

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

SCHEDULE I TO EXHIBIT D (continued)

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

LESS AND EXCEPT the property sold to Daniel Meadows, Ltd. by deed recorded in Book 022, Page 959, in the Probate Office of Shelby County, Alabama described as follows:

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

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

SCHEDULE I TO EXHIBIT D (continued)

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

A parcel of land situated in the East 1/2 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of the SE 1/4 of the NW 1/4 of said Section, and run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 194.27 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, run thence in a northerly direction along the same course as before for a distance of 1809.15 feet to the Northwest corner of the NE 1/4 of the NW 1/4 of said Section; thence turn an angle to the right of 90 deg. 51 min. 41. sec. and run in an easterly direction along the north line of said section for a distance of 750.0 feet; thence turn an angle to the right of 105 deg. 57 min. 12 sec. and run in a southerly direction for a distance of 1629.52 feet to a point on the Northwest right of way line of a proposed public dedicated road known as Meadow Ridge Road; said point being in a curve to the left having a radius of 326.23 feet and a central angle of 44 deg. 43 min. 59 sec. and said curve being concave to the southeast; thence from the last call turn an interior counter-clockwise angle of 162 deg. 55 min. 13 sec. to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 254.70 feet to the end of said curve; thence run in a southwesterly direction tangent to last said curve for a distance of 35.64 feet along Northwest right of way of said Meadow Ridge Road; thence turn an angle to the right of 79 deg. 45 min. 26 sec. and run in a westerly direction for a distance of 132.99 feet to the point of beginning of the parcel herein described; being situated in Shelby County, Alabama.

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

SCHEDULE I TO EXHIBIT D (continued)

TRACT II:

(formerly SHELBYCO LTD. property)

	Section 19	Township 18-S	Range 1-W
SE 1/4 of SE 1/4			
A parcel of land situated in the NW 1/4 of SE 1/4 of Section 29, Township 18 South, Range 1 West, more particularly described as follows:	29	18-S	1-W
Begin at a point 130 feet North of the NW corner of SW 1/4 of SE 1/4 of Section 29, Township 18, Range 1 West, and run due North 312 feet; thence South 59 deg. 45 min. East along dividing line of land belonging to Hugh P. Ribler and lands herein described, a distance of 657 feet to the right of way of Cahaba Valley Road (Montevallo and Ashville road); thence South 24 deg. 15 min. West along said right of way 264 feet; thence North 59 deg. 30 min. West along dividing line of land belonging to Misses Alta and Della Lee and the lands herein described a distance of 515 feet to point of beginning; being in the Northwest corner of SW 1/4 of SE 1/4 and the Southwest corner of NW 1/4 of SE 1/4 of said Section 29.			
East 1/2 of NW 1/4	29	18-S	1-W
West 1/2 of SW 1/4; NE 1/4 of SW 1/4 and West 1/2 of NW 1/4	29	18-S	1-W
That portion of the NW 1/4 of SE 1/4 lying North and West of Cahaba Valley Road, known as the "Old Ingall's Farm" and being more particularly described as follows:	29	18-S	1-W
Begin at the Northwest corner of NW 1/4 of SE 1/4 of said Section 29, and run thence South along the West line of said 1/4 1/4 Section a distance of 894.72 feet to an iron pipe situated on a fence and hedge row; thence run South 59 deg. 30 min. East along said fence and hedge row 625.17 feet to the West line of the Leeds-Pelham Road (also known as the Cahaba Valley Road); thence run in a Northeasterly direction along the West right of way line of said Cahaba Valley Road to its intersection with the North line of said 1/4 1/4 Section; thence run West along the North line of said 1/4 1/4 Section a distance of 1153.93 feet to the point of beginning.			

SCHEDULE I TO EXHIBIT D (continued)

A part of the South 1/2 of NE 1/4 of Section 29, Township 18 South, Range 1 West, being described as follows:	29	18-S	1-W
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Begin at the Southwest corner of the SW 1/4 of NE 1/4 of said Section 29 and run North along the West line of said SW 1/4 of NE 1/4 a distance of 350.26 feet; thence East, parallel with the South line of said forty 1331.12 feet to the West right of way line of Montevallo or Cahaba Valley Road; thence Southwesterly along said road right of way to the South line of said SW 1/4 of NE 1/4 of said Section 29; thence West along said South line 1152.26 feet to the point of beginning.

NE 1/4 of NE 1/4; and SE 1/4 of the Section; and SE 1/4 of NE 1/4; and NW 1/4 of the Section; and W 1/2 of NE 1/4; and NW 1/4 of SW 1/4; and All that part of NE 1/4 of SW 1/4 of Section 30 Township 18 South, Range 1 West, lying North and West of Columbiana Road; Less and except the following described parcel: LESS AND EXCEPT, the following parcel:	30	18-S	1-W
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Commence for the point of beginning at the Northwest corner of Section 30, Township 18 South, Range 1 West; run thence South along the West line of said Section for 3960.0 feet, more or less, to the Southwest corner of the NW 1/4 of the SW 1/4 of said Section; run thence East along the South line of the North 1/2 of the SW 1/4 of said Section for 1750.0 feet, more or less, to the West right of way of a dirt road; run thence Northeasterly along said West right of way for 1260.0 feet; run thence North 32 deg. 30 min. West for 650.0 feet; run thence North 21 deg. 00 min. East for 2600.0 feet, more or less, to the North line of said Section; run thence West along the North line of said Section for 3030.0 feet, more or less, to the point of beginning of said exception. Said Exception being in Section 30, Township 18 South, Range 1 West, of the Huntsville Principle Meridian, Shelby County, Alabama.

SE 1/4 of SW 1/4 of Section 30, Township 18 South, Range 1 West, except 2 Acres lying North and West of Columbiana Road.	30	18-S	1-W
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Part of the N 1/2 of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of NW 1/4 of NE 1/4 of said Section 30, run in a Westerly direction along the north line of said 1/4-1/4 section for a distance of 886.35 feet to the point of beginning; thence continue along last mentioned course for a distance of 543.60 feet; thence turn an angle to the left of 69°23'25" and run in a Southwesterly direction for a distance of 2027.66 feet; thence turn an angle to the left of 53°30' and run in a Southeasterly direction for a distance of 632.96 feet; thence turn an angle to the left of 126°30' and run in a Northeasterly direction for a distance of 2,595.50 feet, more or less, to the point of beginning.

SCHEDULE I TO EXHIBIT D (continued)

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

32

18-S

1-W

Beginning at the NW 1/4 of said Section 32, and go North 86 deg. 30 min East 2210.5 feet to point of beginning of said exception; thence at an angle of 118 deg. 30 min. right bearing South 25 deg. 0 min. West 315 feet; thence at an angle of 118 deg. 30 min. left bearing North 86 deg. 30 min. East 315 feet to the NW side of public road; thence at an angle of 61 deg. 30 min. left bearing North 25 deg. East along public road 315 feet; thence at an angle of 118 deg. 30 min. left bearing South 86 deg. 30 min. West 315 feet to point of beginning. Also, Less and Except tract sold to Birmingham University School, described as follows: Beginning at the Northwest corner of Section 32, Township 18 South, Range 1 West of the Huntsville Principle Meridian, run North 86 deg. 30 min. East 2203.2 feet along the North line of said Section; thence South 24 deg. 30 min. West 315.0 feet; thence North 86 deg. 30 min. East 286.4 feet to the Westerly line of State Highway 119; thence South 26 deg. 03 min. West along said Westerly line 1096.3 feet; thence North 53 deg. 56 min. West 650.1 feet; thence North 78 deg. 33 min. West 1352.7 feet to the West line of said Section 32; thence North 2 deg. 58 min. West 470.0 feet along said West line to the point of beginning. Also, Less and Except the following:

Commence for the point of beginning where the South line of the NW 1/4 of Section 32, Township 18 South, Range 1 West, intersects the West right of way of State Highway No. 119; thence Northeasterly along said State right of way for 250.0 feet; thence an interior angle of 86 deg. 30 min. and run Northwesterly for 765.0 feet; thence an interior angle right of 99 deg. 20 min. 18 sec. and run Southwesterly for 563.0 feet, more or less, to the South line of said NW 1/4; run thence East along the South line of said NW 1/4 for 895.0 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

SCHEDULE I TO EXHIBIT D (continued)

TRACT III:

(formerly DANTRACT, INC. property)

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

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

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

From the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 31, Township 18 South, Range 1 West, run thence in an easterly direction along the North line of said quarter-quarter section for a distance of 389.72 feet to the point of beginning of the parcel herein excepted; thence continue in an easterly direction along the North line of said quarter-quarter section for a distance of 347.77 feet; thence turn an angle to the right of 153 deg. 41 min. 26 sec. and run in a southwesterly direction for a distance of 286.75 feet to the beginning of a curve to the right, said curve to the right having a radius of 25 feet, a central angle of 90 deg. and being concave northward; thence run in a westerly to northwesterly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a northwesterly direction tangent to said curve for a distance of 129.14 feet to the point of beginning; also except

Commence at a concrete monument found at the center of Section 31, Township 18 South, Range 1 West, as per plat of survey of K. B. Weygand Alabama Registration Number 11768, dated 25 February 1982; run thence South 89 deg. 12 min. 24 sec. East for 848.96 feet to the point of beginning; continue South 89 deg. 12 min. 24 sec. East for 436.00 feet to the West right of way of Shelby County Highway Number 495; run thence South 0 deg. 22 min. 05 sec. East along said west right of way for 200.0 feet; run thence North 89 deg. 12 min. 24 sec. West for 436.0 feet; run thence North 0 deg. 22 min. 05 sec. West for 200 feet to the point of beginning. Said land being in Section 31, Township 18 South, Range 1 West; also except

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

All being situated in Shelby County, Alabama.

SCHEDULE I TO EXHIBIT D (continued)

TRACT IV:

Shelby County, Alabama, to-wit:

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

Begin at the northwest corner of said quarter section and run east along the north boundary thereof for a distance of 1,329.76 feet; thence turn an angle to the left of $0^{\circ} 02' 46''$ and continue east for a distance of 873.81 feet; thence turn an angle to the right of $117^{\circ} 36' 34''$ and run in a southwesterly direction for a distance of 314.92 feet; thence turn an angle to the left of $117^{\circ} 36' 34''$ and run east for a distance of 288.40 feet to the northwest right-of-way line of Alabama Highway No. 119; thence turn an angle to the right of $119^{\circ} 28' 45''$ and run in a southwesterly direction along said right-of-way line for a distance of 1,097.54 feet; thence turn an angle to the right of $100^{\circ} 06' 21''$ and run in a northwesterly direction for a distance of 651.26 feet; thence turn an angle to the left of $24^{\circ} 37' 10''$ and continue in a northwesterly direction for a distance of 1,353.58 feet to the west boundary of said quarter section; thence turn an angle to the right of $75^{\circ} 39' 46''$ and run north along said west boundary for a distance of 470.01 feet to the point of beginning of the property herein described.

SCHEDULE 2 TO EXHIBIT D

LESS AND EXCEPT:

(Eddleman original sale)

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

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

SCHEDULE 2 TO EXHIBIT D (continued)

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

SCHEDULE 3 TO EXHIBIT D

LESS AND EXCEPT:

(Eddleman Swim Club sale)

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

SCHEDULE 4 TO EXHIBIT D

LESS AND EXCEPT:

(Stonebrook Development Co. sale)

A parcel of land situated in the North half of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, said parcel being part of Lots 18, 20 and 22, Jessica Ingram Property as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate, Shelby County, Alabama, and also part of Lot 16B of A Resurvey of Lots 14 and 16, Jessica Ingram property as recorded in Map Book 6, Page 71, in the Office of the Judge of Probate, Shelby County, Alabama, and also adjoining property being more particularly described as follows:

Commence at the Northeast corner of said Section 31 and run thence West along the North line of said Section 31 for a distance of 1370.00 feet to the Northeast corner of Lot 32, Jessica Ingram Property as recorded in Map Book 3, page 54, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the left of $91^{\circ}-01'-40''$ and run in a Southeasterly direction for a distance of 495.69 feet to a point; thence turn an angle to the right $5^{\circ}-17'-40''$ and run in a Southwesterly direction for a distance of 329.48 feet to the point of beginning; thence continue along last stated course for a distance of 332.60 feet to a point; thence turn an angle to the left of $2^{\circ}-36'-30''$ and run in a Southeasterly direction for a distance of 154.59 feet to an iron pin found at the Northeast corner of Lot 16A of a Resurvey of Lots 14 & 16, Jessica Ingram Property as recorded in Map Book 6, page 71, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of $87^{\circ}-48'-58''$ and run in a Westerly direction along the North line of said Lot 16A for a distance of 671.63 feet to an iron pin; thence turn an angle to the left of $90^{\circ}-41'-22''$ and run in a Southerly direction along the West line of said Lot 16A for a distance of 329.92 feet to a point on the North line of a power line easement; thence turn an angle to the right of $90^{\circ}-41'-40''$ and run in a Westerly direction along the South line of Lot 16B of said Resurvey and also along said easement for a distance of 613.77 feet to a point on the Easterly right-of-way of Brook Highland Parkway; thence turn an angle to the right of $91^{\circ}-11'-44''$ and run in a Northwesterly direction along the East line of said Brook Highland Parkway for a distance of 284.31 feet to a point; thence turn an angle to the right of $90^{\circ}-00'-00''$ and run in an Easterly direction along said Brook Highland Parkway for a distance of 4.00 feet to a point on a curve to the right which is concave to the Southeast having a central angle of $51^{\circ}-05'-57''$ and a radius of 701.94 feet; thence turn an angle to the left of $90^{\circ}-00'-00''$ to the tangent of said curve and run in a northeasterly direction along the arc of said curve for a distance of 626.03 feet to a point; thence turn an interior counterclockwise angle from the chord of said curve of $116^{\circ}-14'-47''$ and run in an Easterly direction for a distance of 1032.66 feet to the point of beginning. Said parcel containing 18.06 acres, more or less.

Being a portion of that property conveyed to Amsouth Bank, N.A., as Ancillary Trustee for NCNB, National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio by that certain deed dated December 31, 1986, recorded in Book 107, Page 989 in the Office of the Judge of Probate of Shelby County, Alabama.

SCHEDULE 5 TO EXHIBIT D

LESS AND EXCEPT:

(Stonebrook Development Co. sale)

Being that certain tract or parcel of land situated in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and part of Lots 23 through 32 inclusive Jessica Ingram Property as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 31 and run thence South $0^{\circ} 08' 50''$ West along the East line of said Section 31 for a distance 592.07 feet to the point of beginning, said point of beginning being on the Southwest right of way of Brook Highland Parkway as recorded in Map Book 12, pages 71 and 72, in the Office of the Judge of Probate, Shelby County, Alabama; thence continue along last stated course for a distance of 231.63 feet to an iron pin found at the Southeast corner of said Lot 23; thence run North $89^{\circ} 12' 47''$ West along the South line of said Lot 23 and also along the South line of said Lot 24 for a distance of 2,427.79 feet to a point on the Southeast right of way of said Brook Highland Parkway, said point being on a curve which is concave to the Southeast having a radial bearing in of South $37^{\circ} 25' 02''$ East and a central angle of $4^{\circ} 57' 25''$ and a radius of 701.94 feet; thence run in a Northeasterly direction along the arc of said curve and also along said right of way for a distance of 60.73 feet to a point; thence run North $57^{\circ} 32' 23''$ East along said right of way for a distance of 1,193.12 feet to a point on a curve to the right having a central angle of $63^{\circ} 16' 40''$ and a radius of 510.96 feet; thence run in a Northeasterly to Southeasterly direction along the arc of said curve and also along said right of way for a distance of 564.31 feet to a point; thence run South $59^{\circ} 10' 57''$ East along said right of way for a distance of 306.35 feet to a point; thence run North $30^{\circ} 49' 03''$ East along said right of way for a distance of 12.00 feet to a point; thence run South $59^{\circ} 10' 57''$ East along said right of way for a distance of 659.56 feet to the point of beginning. Said parcel containing 26.36 acres, more or less.

Less and except a thirty-foot road right of way being more particularly described as follows:

Commence at the Northeast corner of said Section 31 and run thence South $0^{\circ} 08' 50''$ West along the East line of said Section 31 for a distance of 823.70 feet to an iron pin found at the Southeast corner of said Lot 23; thence run North $89^{\circ} 12' 47''$ West along the South line of said Lot 23 for a distance of 1,364.62 feet to the point of beginning, said point being on the East line of said thirty-foot road right of way; thence run North $4^{\circ} 58' 34''$ East along said road right of way for a distance of 330.11 feet to a point; thence run North $0^{\circ} 13' 09''$ West along said road right of way for a distance of 380.58 feet to a point on the Southeast right of way of Brook Highland Parkway as recorded in Map Book 12, on pages 71 and 72, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on a curve which is concave to the Southeast having a radial bearing in of South $28^{\circ} 04' 30''$ East and a radius of 510.96 feet and a central angle of $3^{\circ} 52' 36''$; thence run in a Southwesterly direction along the arc of said curve and also along said right of way for a distance of 34.57 feet to a point, said point being on the West line of said thirty-foot road right of way; thence run South $0^{\circ} 13' 09''$ East along said road

SCHEDULE 6 TO EXHIBIT D

LESS AND EXCEPT:

(JDN Enterprises, sale)

ALL THAT TRACT or parcel of land lying and being in the Northwest quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and shown as "Tract 1(a)", containing 14.701 acres, more or less, on that certain survey of Brook Highland Plaza prepared for Wal-Mart Stores, Inc., JDN Enterprises, Inc. and First American Title Insurance Company by Robert J. Black, Jr. (Alabama Registered Land Surveyor No. 17268) of Sain-South Engineering, dated February 14, 1990, and most recently revised August 16, 1990, and more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, proceed North $89^{\circ}31'51''$ East along the north line of said Southeast Quarter for a distance of 848.96 feet; thence, leaving said north line, South $01^{\circ}38'40''$ East for a distance of 200.00 feet; thence North $89^{\circ}31'51''$ East for a distance of 415.82 feet to the westerly right-of-way line of Shelby County Highway No. 495 (right-of-way width varies); thence South $01^{\circ}59'57''$ East along said westerly right-of-way line for a distance of 396.71 feet to the TRUE POINT OF BEGINNING; thence continue South $01^{\circ}59'57''$ East along said westerly right-of-way line for a distance of 503.60 feet; thence, leaving said westerly right-of-way line, proceed South $88^{\circ}21'20''$ West for a distance of 307.56 feet; thence South $01^{\circ}38'40''$ East for a distance of 222.37 feet to the northerly right-of-way line of U.S. Highway No. 280 (right-of-way width varies); thence South $82^{\circ}30'03''$ West along said northerly right-of-way line for a distance of 572.50 feet to the northeasterly right-of-way line of a proposed public street (proposed right-of-way width varies); thence, leaving said northerly right-of-way line, proceed North $07^{\circ}29'57''$ West a distance of 303.05 feet to the point of curvature of a curve to the left having a central angle of $43^{\circ}20'16''$, a radius of 565.67 feet, and a chord which bears North $29^{\circ}10'05''$ West for a distance of 417.74 feet; thence along the arc of said curve for a distance of 427.86 feet to the point of tangency; thence leaving said northeasterly right-of-way line, North $39^{\circ}09'47''$ East for a distance of 49.72 feet to the point of curvature of a curve to the right having a central angle of $49^{\circ}11'33''$, a radius of 200.00 feet, and a chord which bears North $63^{\circ}45'34''$ East for a distance of 166.49 feet; thence along the arc of said curve for a distance of 171.71 feet to the point of tangency; thence North $88^{\circ}21'20''$ East for a distance of 461.29 feet; thence North $01^{\circ}38'40''$ West for a distance of 5.50 feet; thence North $88^{\circ}21'20''$ East for a distance of 452.74 feet to the TRUE POINT OF BEGINNING.

SCHEDULE 7 TO EXHIBIT D

LESS AND EXCEPT:

(Brook Hills Baptist Church sale)

STARTING at the northwest corner of Section 32, T-18-S, R-1-W, Shelby County, Alabama, run along the north line of said Section 32, North 89° 21' 29" East 1,020.01 feet to an iron pin set at the POINT OF BEGINNING;

THENCE from said POINT OF BEGINNING, continue along the north line of said Section 32, North 89° 21' 29" East 309.78 feet to an iron pin found at the northeast corner of the northwest ¼ of the northwest ¼ of said Section 32;

THENCE continue along the north line of said Section 32, North 89° 19' 29" East 873.29 feet to a ½" iron pin found;

THENCE South 26° 50' 57" West 314.94 feet to a 1" iron pin found;

THENCE North 89° 21' 09" East 286.44 feet to an iron pin found in the west right-of-way of Alabama Highway 119 (Cahaba Valley Road) (80.0 feet right-of-way);

THENCE along the west right-of-way of said Alabama Highway 119 (Cahaba Valley Road), the following courses: South 28° 49' 43" West 1,097.21 feet to an iron pin set;

THENCE South 28° 44' 37" West 100.84 feet to an iron pin set at a point of curve;

THENCE along a curve concave to the east having a centerline radius of 5,717.55 feet a chord of South 28° 28' 38" West 53.91 feet to an iron pin set;

THENCE along a curve chord of South 66° 52' 24" West 77.81 feet to an iron pin set at the north right-of-way of Brook Highland Parkway (124.0 feet right-of-way);

THENCE along the north right-of-way of said Brook Highland Parkway, the following courses: North 74° 13' 01" West 175.96 feet to an iron point found at a point of curve;

THENCE along a curve concave to the south having a centerline radius of 477.46 feet a chord of North 85° 32' 05" West 211.74 feet to an iron pin found;

THENCE South 83° 08' 50" West 291.65 feet to an iron pin found at a point of curve;

THENCE along a curve concave to the north having a centerline radius of 572.96 feet a chord of North 72° 54' 28" West 414.75 feet to an iron pin set;

THENCE leaving the north right-of-way of said Brook Highland Parkway, run North 51° 09' 32" East 423.13 feet to an iron pin set;

THENCE North 06° 13' 08" East 399.84 feet to an iron pin set;

THENCE North 05° 56' 41" East 400.78 feet to an iron pin set;

THENCE North 00° 06' 12" West 178.65 feet to an iron pin set at the POINT OF BEGINNING.

Said parcel lying and being in the northwest ¼ of Section 32, T-18-S, R-1-W, Shelby County, Alabama and containing 35.66 acres, more or less.

Being in all respects the same property as shown on that certain plat of survey entitled "Boundary Survey: The Church at Brook Hills," prepared by H. Kenneth White, Registered Land Surveyor, dated April 21, 1992, last revised July 9, 1992, reference to which is hereby made for a more particular description.

Inst # 1992-14567

07/21/1992-14567
09:00 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
16 035 MCD 1966.00

92819.1