

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 28th day of July, 1993, by and between DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), and SCHOOL HOUSE PROPERTIES, an Alabama general partnership ("Grantee").

### R E C I T A L S:

Grantee is the owner of certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Grantee's Property").

Grantor and Grantee have heretofore entered into the Greystone Village Declaration of Covenants, Conditions and Restrictions dated July 15, 1993 (the "Greystone Village Restrictions") which have been recorded as Instrument No. 1993-20846 in the Probate Office of Shelby County, Alabama.

Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement, over, across, through, upon and under (a) that certain roadway known as "Hugh Daniel Drive", which is more particularly described in Exhibit B attached hereto and incorporated herein by reference ("Hugh Daniel Drive") and (b) that certain real property owned by Grantor which is situated adjacent to the Grantee's Property which is more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Access Property").

NOW, THEREFORE, in consideration of the premises and the mutual covenants, provisions and agreements hereinafter set forth, Grantor and Grantee do hereby agree as follows:

1. Easement Rights with Respect to Hugh Daniel Drive. Subject to the terms and conditions set forth in Paragraphs 2, 4 and 5 below, Grantor does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, Hugh Daniel Drive. The easement to and rights to use Hugh Daniel Drive granted herein by Grantor to Grantee shall be subject to and used in common with Grantor, its successors and assigns and any other parties having any rights or interest therein.

2. Maintenance Costs with Respect to Hugh Daniel Drive. Pursuant to the terms and provisions of the Greystone Village Restrictions, each Owner, as defined in the Greystone Village Restrictions (including Grantee), is obligated to pay "Annual Hugh Daniel Drive Assessments", as defined in the Greystone Village Restrictions.

3. Easement Rights with Respect to Access Property. Subject to the terms and conditions set forth in Paragraphs 4 and 5 below, Grantor does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Access Property for the purposes of (i) providing pedestrian and vehicular travel and transportation purposes to and from the Grantee's Property and Hugh Daniel Drive, (ii) installing, erecting, replacing, maintaining and operating the "Access Roadway", as defined in Paragraph 4 below, and (iii) installing, erecting, replacing, relocating, maintaining and operating all underground utilities necessary or convenient for the use of any portion of the Grantee's Property including, without limitation, public or privately owned and operated electrical, gas, telephone, cable television, water and sewer services, storm drainage, sewers, drainage systems, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances. The easement to and rights to use the Access Property granted herein by Grantor to Grantee shall be subject to and used in common with Grantor, its successors and assigns, and any other parties having any rights or interest therein.

4. CONSTRUCTION OF ACCESS ROADWAY.

(a) Grantee does hereby covenant and agree to construct and complete no later than August 1, 1994 a roadway (the "Access Roadway") over, across, through and upon the Access Property. The Access Roadway shall be constructed and maintained by Grantee in a good and workmanlike manner in accordance with plans and specifications approved by Grantor, Grantor's lender, AmSouth Bank N.A., and the City of Hoover, Alabama.

(b) Grantee further covenants and agrees to construct and install along the Access Roadway from Hugh Daniel Drive to the northeasternmost boundary of the Access Property underground electrical, gas, telephone, cable television, water and sewer lines which shall be completed no later than August 1, 1994. In the event Grantee fails to complete the Access Roadway and utilities described in Paragraphs 4(a) and 4(b) hereof by August 1,

1994, Grantor, its successors and assigns, shall have the right to complete the same and all costs incurred by Grantor, its successors and assigns, in connection therewith shall be due and payable on demand by Grantee.

(c) Grantor and Grantee each hereby covenant and agree with the other that upon the request of either Grantor or Grantee, the other party shall join in the execution of any and all documents, instruments, agreements and subdivision plats which may be necessary or required in order to dedicate the Access Roadway as a public roadway to the City of Hoover, Alabama. In the event the Access Roadway is dedicated as a public roadway, the provisions of Paragraphs 5(a) and 5(e) below limiting the use of the Access Roadway to the Grantee's Property only shall continue in full force and effect.

#### 5. NATURE OF EASEMENTS.

(a) The covenants, conditions, easements, rights and obligations granted or created pursuant to this Easement Agreement shall be and are appurtenant to and shall be deemed to covenants running with the land and binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, successors and assigns; provided, however, that in no event shall Grantee, its successors or assigns have any right to grant or otherwise allow any other real property situated adjacent to or in close proximity with the Grantee's Property any rights to utilize any of the easements, rights or other privileges granted herein by Grantor to Grantee. Grantor and Grantee each hereby covenant and agree that, except as specifically provided in this Paragraph 5, no fences or other obstructions shall be erected, maintained or permitted on, across or upon Hugh Daniel Drive, the Access Property or the Access Roadway which would obstruct, interfere with, limit or otherwise deny pedestrian or vehicular access over, across, through or upon such roadways and property.

(b) Notwithstanding anything provided herein to the contrary, Grantor (i) does hereby establish and reserve the perpetual right, in its sole and absolute discretion, at any time and from time to time, to dedicate Hugh Daniel Drive or any portion thereof as a public roadway to any governmental authority without requirement that the approval or consent of Grantee, its successors or assigns or the owners of any portion of the Grantee's Property be obtained and (ii) shall be and hereby is, authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats pursuant to which Hugh



Daniel Drive or any portion thereof is submitted for dedication as a public roadway. To the extent the execution of any such agreement, documents, instrument or subdivision plat by Grantee, Grantee's successors or assigns or the owners of any portion of the Grantee's Property is required for the public dedication of all or any portion of Hugh Daniel Drive, then Grantee, any person or other entity having any right, title or interest in the Grantee's Property for themselves and their respective heirs, executors, administrators, personal representatives, successors, assigns, members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, do hereby irrevocably appoint Grantor as their respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of Hugh Daniel Drive or any portion thereof as a public roadway in their respective names, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Grantee, any person or entity having any right, title or interest in the Grantee's Property and their respective heirs, executors, administrators, personal representatives, successors, assigns, members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, forever.

(c) Notwithstanding anything provided to the contrary in this Agreement, during any golf tournament sponsored by Grantor or any private golf and/or country club located in close proximity with the Grantee's Property or which utilizes any portion of Hugh Daniel Drive for access purposes, Grantor reserves the right to limit and restrict access to Hugh Daniel Drive and, to the extent practicable, to otherwise make portions of Hugh Daniel Drive a one-way road.

(d) Grantor, for itself and its successors and assigns, does hereby reserve the right to restrict (i) for a period of one (1) month prior to any major golf tournament sanctioned or sponsored by the PGA, the Senior PGA, LPGA or USGA ("Major Tournament") to be held at or on any golf or country club located in close proximity with the Grantee's Property or which utilizes Hugh Daniel Drive for access purposes, any construction activities in, upon or adjacent to Hugh Daniel Drive involving the construction or installation of curb cuts, paving, curb and gutters, storm drainage, utilities or any other construction

activities which, in Grantor's reasonable opinion, would adversely affect access to Hugh Daniel Drive and (ii) during the week of any Major Tournament, any construction activities on any portion of the Grantee's Property if, in Grantor's reasonable opinion, such construction activities will interfere with any Major Tournament or create a possible nuisance (either by virtue of noise, number of vehicles or equipment entering Hugh Daniel Drive or number of persons coming onto the Grantee's Property). Grantee, for itself and its successors and assigns, does hereby covenant and agree to abide by all of the foregoing restrictions on construction activities.

(e) Notwithstanding anything provided herein to the contrary, the easements and rights granted to Grantee to use Hugh Daniel Drive and the Access Property shall be limited to and used only by the owners of the Grantee's Property and their respective family members, guests and invitees and any other persons to whom Grantor may grant such rights. In no event shall any other property situated adjacent to or in close proximity with the Grantee's Property be entitled to exercise any of the easements and other rights granted to Grantee by Grantor pursuant to Paragraphs 1 and 3 above without the express written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion.

#### 6. MISCELLANEOUS PROVISIONS.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Grantor and Grantee.

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

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

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

(e) The terms "Grantor" and "Grantee" as used herein shall include the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns, tenants, subtenants, members, guests, shareholders, partners, officers, directors, mortgagees, lenders, transferees, agents, employees and invitees.

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

GRANTOR:

DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP, an Alabama  
limited partnership

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

By: Michael D. Jullien  
Its: Gen. Partner

GRANTEE:

SCHOOL HOUSE PROPERTIES, an  
Alabama general partnership

By: Wendell H. Taylor  
Its: General Partner

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that MICHAEL D. FULLER whose name as SENIOR VICE PRESIDENT of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 28th day of July, 1993.

Shirley D. Ellis  
Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that WENDELL H. TAYLOR whose name as General Partner of SCHOOL HOUSE PROPERTIES, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 28th day of July, 1993.

Shirley D. Ellis  
Notary Public

My Commission Expires: 2/26/94



### CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, AMSOUTH BANK N.A., a national banking association ("Mortgagee"), as the holder of the following (hereinafter collectively referred to as the "Mortgages"):

(a) Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP ("DOM") in favor of Mortgagee, as recorded in Real 265, Page 415 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Modification thereto dated February 16, 1990 recorded in Real 281, Page 4 in the Probate Office, Second Modification thereto dated August 29, 1990 recorded in Real 312, Page 189 in the Probate Office, Third Modification thereto dated September 7, 1990 recorded in Real 312, Page 194 in the Probate Office, Fourth Modification thereto dated September 28, 1990 recorded in Real 312, Page 199 in the Probate Office, Fifth Modification thereto dated June 6, 1991 recorded in Real 348, Page 187 in the Probate Office, Sixth Modification thereto dated March 27, 1992 recorded in Real 398, Page 858 in the Probate Office, Seventh Modification thereto dated December 31, 1992 and recorded in Instrument No. 1993-00174 in the Probate Office and as may be further amended from time to time;

(b) Assignment of Rents and Leases dated November 7, 1989 executed by DOM in favor of Mortgagee, as recorded in Real 265, Page 443 in the Probate Office, as amended by First Amendment thereto dated June 6, 1991 recorded in Real 348, Page 168 in the Probate Office, Second Amendment thereto dated March 27, 1992 recorded in Real 398, Page 896 in the Probate Office, Third Amendment thereto dated December 31, 1992 and recorded in Instrument No. 1993-00173 in the Probate Office and as may be further amended from time to time;

(c) Mortgage, Security Agreement and Assignment of Rents and Leases dated June 6, 1991 executed by DOM in favor of Mortgagee, as recorded in Real 348, Page 208 in the Probate Office, as amended by First Amendment thereto dated March 27, 1992 recorded in Real 398, Page 878 in the Probate Office as amended by Second Amendment thereto dated December 31, 1992 and recorded in Instrument No. 1993-00175 in the Probate Office and as may be further amended from time to time;

(d) Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 27, 1992 executed by DOM in favor of Mortgagee, as recorded in Real 398, Page 964, in the Probate Office, as amended by First Amendment dated December 31, 1992 and recorded in Instrument No. 1993-00176 in the Probate Office and as may be further amended from time to time; and



(e) Mortgage, Security Agreement and Assignment of Rents and Leases dated March 27, 1992 executed by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, in favor of Mortgagee, as recorded in Real 398, Page 915 in the Probate Office, as amended by First Amendment dated December 31, 1992 and recorded in Instrument No. 1993-00177 in the Probate Office as the same may be amended from time to time,

does hereby (i) consent to the execution and delivery of the foregoing Easement Agreement dated as of July 28, 1993 (the "Easement Agreement") between DOM and School House Properties, an Alabama general partnership ("Grantee"), and (ii) agree that the lien of the Mortgages and the rights of Mortgagee thereunder are subject and subordinate to the rights and interests granted to Grantee in the Easement Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination of Mortgage to be executed as of the 28th day of July, 1993.

AMSOUTH BANK N.A.,  
a national banking association

By: Arthur J. Sharbel, III  
Its: Vice President

STATE OF ALABAMA )

COUNTY OF SAELEDY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Arthur J. Sharbel, III whose name as VICE PRESIDENT of AMSOUTH BANK N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 28th day of July, 1993.

Shirley D. Ellis  
Notary Public

My Commission Expires: 2/26/99

EXHIBIT A

The GRANTEE'S PROPERTY CONSISTS OF THE FOLLOWING THREE (3) PARCELS:

2 Parcels of land situated in the E1/2 of the NE1/4 and the NE1/4 of the SE1/4 of Section 5 and the NW1/4 of the SW1/4 and the SW1/4 of the NW1/4 and the N1/2 of the NW1/4 of Section 4, township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

PARCEL I:

Commence at a 3" capped iron locally accepted to be the northeast corner of said Section 5; thence run south along the east line of said Section 5 for a distance of 662.13 feet to an iron pin found at the point of beginning; thence turn an angle to the right of 89° 01' 03" and run in a westerly direction along the north line of the south one-half of the northeast quarter of the northeast quarter of said Section 5 for a distance of 1,334.51 feet to an iron pin found; thence turn an angle to the left of 88° 20' 48" and run in a southerly direction along the east line of said south one-half for a distance of 656.30 feet an iron pin found; thence turn an angle to the left of 91° 10' 21" and run in an easterly direction along the south line of said south one-half for a distance of 675.42 feet to an iron pin found; thence turn an angle to the right of 90° 27' 45" and run in a southerly direction for a distance of 2,188.82 feet to an iron pin set; thence turn an angle to the left of 147° 45' 14" and run in a northeasterly direction for a distance of 3,440.60 feet to an iron pin set; thence turn an angle to the left of 124° 36' 53" and run in a westerly direction for a distance of 1,169.70 feet to the point of beginning. Said Parcel I containing 70.00 acres more or less.

PARCEL II:

Begin at a 3" capped iron locally accepted to be the northwest corner of said Section 4; thence run south along the west line of said Section 4 for a distance of 662.13 feet to an iron pin found; thence turn an angle to the left of 92° 24' 27" and run in an easterly direction for a distance of 1,169.70 feet to an iron pin set; thence turn an angle to the left of 66° 23' 07" and run in a northeasterly direction for a distance of 736.26 feet to an iron pin set on the north line of said Section 4; thence turn an angle to the left of 122° 34' 24" and run in a westerly direction along the north line of said Section 4 for a distance of 1,561.11 feet to the point of beginning. Said Parcel II containing 20.00 acres more or less.

PARCEL III:

A parcel of land situated in the S.E.1/4 of the S.E.1/4 of Section 32, Township 18 South, Range 1 West and the N.E.1/4 of the N.E.1/4 of Section 5, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Northeast corner of Section 5, Township 19 South, Range 1 West and run in a Southerly direction along the East line of said section a distance of 180.32 feet to a point on the Southwesterly right-of-way line of Graystone Glen Drive for the POINT OF BEGINNING; thence continue in a Southerly direction along the last stated course a distance of 481.84 feet to a point; thence 89°01'13" to the right in a Westerly direction a distance of 1334.52 feet to a point on the Westerly line of the N.E.1/4 of the N.E.1/4 of Section 5, Township 19 South, Range 1 West; thence 90°59'12" to the right in a Northerly direction along the Westerly line of said 1/4-1/4 section a distance of 290.63 feet to a point; thence 26°27'14" to the right in a Northeasterly direction a distance of 427 feet, more or less, to a point on the Southwesterly edge of Butterfly Lake; thence in a Southeasterly, then Northeasterly, then Easterly, thence Southeasterly, then Southerly, then Southeasterly direction along the edge of said lake a distance of 583 feet, more or less, to a point on the extension of the South line of Lot 1 according to the Survey of Greystone South Haven-Sunrise Addition as recorded in Map Book 16, Page 100, in the Probate Office of Shelby County, Alabama; thence in a Northeasterly direction along the extension of the South line of said Lot 1 a distance of 16.63 feet to the Southwest corner of said Lot 1; thence continue along the last stated course and along the South line of said Lot 1 a distance of 375.04 feet to the Southeast corner of said Lot 1, said point being on the Southwesterly line of Lot 7A, according to the Survey of The Glen at Greystone, Sector One, as recorded in Map Book 15, Page 97, in the Probate Office of Shelby County, Alabama; thence 24°48'26" to the right in a Southeasterly direction along the Southwesterly line of said Lot 7A and along the Southwesterly right-of-way line of Greystone Glen Drive a distance of 275.68 feet to the POINT OF BEGINNING.



EXHIBIT B

**LEGAL DESCRIPTION OF HUGH DANIEL DRIVE**

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

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

feet; thence along said curve a distance of 296.58 feet; thence tangent to said curve a distance of 103.68 feet to a curve to the right, said curve having a central angle of  $18^{\circ}01'02''$  and a radius of 400.00 feet; thence along said curve a distance of 125.79 feet; thence tangent to said curve a distance of 74.87 feet to a curve to the left, said curve having a central angle of  $13^{\circ}58'11''$  and a radius of 979.47 feet; thence along said curve a distance of 238.81 feet; thence tangent to said curve a distance of 122.76 feet to a curve to the left, said curve having a central angle of  $3^{\circ}20'48''$  and a radius of 2053.94 feet; thence along said curve a distance of 119.97 feet to the point of ending of said 80 foot right-of-way and the point of beginning of a 100 foot right-of-way being 50 feet either side of the centerline; thence tangent to said curve a distance of 208.93 feet to a curve to the right, said curve having a central angle of  $160^{\circ}19'19''$  and a radius of 106.66 feet; thence along said curve a distance of 298.45 feet; thence tangent to said curve a distance of 193.23 feet to a curve to the left, said curve having a central angle of  $10^{\circ}20'33''$  and a radius of 1000.00 feet; thence along said curve a distance of 180.51 feet; thence tangent to said curve a distance of 274.66 feet to a curve to the left, said curve having a central angle of  $129^{\circ}04'25''$  and a radius of 214.29 feet; thence along said curve a distance of 482.73 feet; thence tangent to said curve a distance of 59.49 feet to a curve to the left, said curve having a central angle of  $14^{\circ}17'16''$  and a radius of 797.86 feet; thence along said curve a distance of 198.96 feet to the point of ending of said 100 foot right-of-way and a point of beginning of said 80 foot right-of-way; thence tangent to said curve 374.53 feet to a curve to the left, said curve having a central angle of  $6^{\circ}57'27''$  and a radius of 822.51 feet; thence along said curve a distance of 99.88 feet; thence tangent to said curve a distance of 141.57 feet to a curve to the right, said curve having a central angle of  $10^{\circ}11'44''$  and a radius of 1000.00 feet; thence along said curve a distance of 177.95 feet; thence tangent to said curve a distance of 185.11 feet to a curve to the left, said curve having a central angle of  $25^{\circ}21'02''$  and a radius of 800.00 feet; thence along said curve a distance of 353.96 feet; thence tangent to said curve a distance of 298.21 feet to a curve to the right, said curve having a central angle of  $11^{\circ}35'28''$  and a radius of 2315.31 feet; thence along said curve a distance of 468.40 feet; thence tangent to said curve a distance of 257.66 feet to a curve to the right, said curve having a central angle of  $67^{\circ}01'19''$  and a radius of 280.00 feet; thence along said curve a distance of 327.53 feet; thence tangent to said curve a distance of 409.95 feet to a curve to the right, said curve having a central angle of  $14^{\circ}42'00''$  and a radius of 1477.79 feet; thence along said curve a distance of 379.15 feet to a curve to the left, said curve having a central angle of  $94^{\circ}00'00''$  and a radius of 185.00 feet; thence along said curve a distance of 303.51 feet; thence tangent to said curve a distance of 164.89 feet to a curve to the right, said curve having a central angle of  $43^{\circ}17'11''$  and a radius of 500.00 feet; thence along said curve a distance of 377.75 feet; thence tangent to said curve a distance of 455.56 feet to a curve to the left, said curve having a central angle of  $11^{\circ}59'33''$  and a radius of 333.21 feet; thence along said curve a distance of 69.74 feet; thence tangent to said curve a distance of 195.02 feet to a curve to the right, said curve having a central angle of  $47^{\circ}55'36''$  and a radius of 300.00 feet; thence along said curve a distance of 250.94 feet; thence tangent to said curve a distance of 338.05 feet to the point of ending of said 80 foot right-of-way, said point being on the northwest right-of-way of the Dunnivant Valley Road. All lying in Sections 32, 33 and 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 28.992 acres.

TOGETHER WITH THE FOLLOWING REAL PROPERTY LYING ALONG THE EASTERMOST BOUNDARY OF THE ABOVE-DESCRIBED PROPERTY:



Commence at the Southeast corner of the S.E.1/4 of the S.W.1/4 of Section 32, Township 18 South, Range 1 West and run in a Westerly direction along the South line of said Section 32 a distance of 126.34 feet to a point on the Northeasterly right-of-way line of U.S. Highway 280, said point being on a curve to the left having a radius of 2944.79 feet and a central angle of 2°25'30"; thence 59°53'21" to the right (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line and along the arc of said curve 124.63 feet to a point; thence 9°51'23" to the right (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line 105.04 feet to a point on a curve to the left having a radius of 2964.79 feet and a central angle of 2°00'; thence 11°58'22" to the left (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line and along the arc of said curve 103.49 feet to a point; thence 11°58'22" to the left (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line 98.91 feet to the point of intersection of the Southeasterly line of an 80.00 foot wide right-of-way for Hugh Daniel Drive as recorded in Deed Book 301, Pages 799-803 in the office of the Judge of Probate of Shelby County, Alabama, said point being on a curve to the right having a radius of 603.69 feet and a central angle of 13°27'39"; thence 115°38'17" to the right (angle measured to tangent) in a Northeasterly direction along the said road right-of-way line and along the arc of said curve 141.83 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the said road right-of-way line 355.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 297.47 feet and a central angle of 10°09'46"; thence in a Northeasterly, Easterly and Southeasterly direction along the said road right-of-way line and along the arc of said curve 52.76 feet to the POINT OF BEGINNING, said point being on a curve to the right having a radius of 297.47 feet and a central angle of 33°09'04"; thence continue in a Southeasterly direction along said road right-of-way line and along the arc of said curve 172.11 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 622.42 feet and a central angle of 60°55'59"; thence in a Southeasterly, Easterly and Northeasterly direction along the said road right-of-way line and along the arc of said curve 661.93 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along said road right-of-way line 247.39 feet to the P.C. (point of curve) of a curve to the right having a radius of 235.00 feet and a central angle of 33°47'17"; thence in a Northeasterly, Easterly and Southeasterly direction along said road right-of-way line and along the arc of said curve 138.58 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction along said right-of-way line 274.99 feet to a point; thence 90°04'49" to the right in a Southwesterly direction 35.92 feet to a point on the proposed Southwesterly right-of-way line of Hugh Daniel Drive according to the proposed new alignment of said drive; thence 90°00' to the right in a Northwesterly direction along said proposed right-of-way line 217.50 feet to the P.C. (point of curve) of a curve to the left having a radius of 394.72 feet and a central angle of 33°56'46"; thence in a Northwesterly, Westerly and Southwesterly direction along said proposed right-of-way line and along the arc of said curve 233.86 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said proposed right-of-way line 190.10 feet to the P.C. (point of curve) of a curve to the right having a radius of 579.60 feet and a central angle of 46°00'; thence in a Southwesterly, Westerly and Northwesterly direction along said proposed road right-of-way line and along the arc of said curve 465.33 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said proposed right-of-way line 269.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 442.72 feet and a central angle of 13°27'58"; thence in a Northwesterly direction along the proposed right-of-way line and along the arc of said curve 104.05 feet to a point; thence 90°00' to the right (angle measured to tangent) in a Northeasterly direction 44.82 feet to the POINT OF BEGINNING.



AND TOGETHER WITH THE FOLLOWING REAL PROPERTY LYING ALONG THE EASTERMOST BOUNDARY OF THE ABOVE-DESCRIBED HIGH DANIEL DRIVE:

Commence at the Southeast corner of the S.E.1/4 of the S.W.1/4 of Section 32, Township 18 South, Range 1 West and run in a Westerly direction along the South line of said Section 32 a distance of 126.34 feet to a point on the Northeasterly right-of-way line of U.S. Highway 280, said point being on a curve to the left having a radius of 2944.79 feet and a central angle of  $2^{\circ}25'30''$ ; thence  $59^{\circ}53'21''$  to the right (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line and along the arc of said curve 124.63 feet to a point; thence  $9^{\circ}51'23''$  to the right (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line 105.04 feet to a point on a curve to the left having a radius of 2964.79 feet and a central angle of  $2^{\circ}00'$ ; thence  $11^{\circ}58'22''$  to the left (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line and along the arc of said curve 103.49 feet to a point; thence  $11^{\circ}58'22''$  to the left (angle measured to tangent) in a Northwesterly direction along said highway right-of-way line 59.47 feet to the POINT OF BEGINNING; thence continue in a Northwesterly direction along the last described course 39.44 feet to the point of intersection of the Southeasterly line of an 80.00 foot wide right-of-way for Hugh Daniel Drive as recorded in Deed Book 301, Pages 799-803 in the office of the Judge of Probate of Shelby County, Alabama, said point being on a curve to the right having a radius of 603.69 feet and a central angle of  $13^{\circ}27'39''$ ; thence  $115^{\circ}38'17''$  to the right (angle measured to tangent) in a Northeasterly direction along the said road right-of-way line and along the arc of said curve 141.83 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the said road right-of-way line 355.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 297.47 feet and a central angle of  $10^{\circ}09'46''$ ; thence in a Northeasterly, Easterly and Southeasterly direction along the said road right-of-way line and along the arc of said curve 52.76 feet to a point; thence  $94^{\circ}40'25''$  to the right (angle measured to tangent) in a Southwesterly direction 44.86 feet to a point on the Southerly right-of-way line of Proposed Hugh Daniel Drive, said point being on a curve to the left having a radius of 442.72 feet and a central angle of  $14^{\circ}46'59''$ ; thence  $90^{\circ}00'$  to the right (angle measured to tangent) in a Northwesterly, Westerly and Southwesterly direction along said right-of-way line and along the arc of said curve 114.24 feet to the P.T. (point of tangent) of said curve; thence in the tangent of said curve in a Southwesterly direction along said right-of-way line 286.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 456.10 feet and a central angle of  $14^{\circ}22'58''$ ; thence Southwesterly along the arc of said curve and along said right-of-way line 114.49 feet to the POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION

PROPOSED CENTERLINE FOR 50' ROAD

STATE OF ALABAMA  
SHELBY COUNTY

A Proposed Centerline for a 50 foot Wide Road lying 25 feet on either side of the following described centerline situated in the NE 1/4 of Section 5, Township 19 South, Range 1 West and the SE 1/4 of Section 32, Township 18 South, Range 1 West in Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of the NE 1/4 of said Section 5, Township 19 South, Range 1 West and run South 0° 59' 12" West along the East Line of said NW 1/4 of the NE 1/4 of said Section 5 for a distance of 361.49 feet; thence run North 27° 56' 21" East for a distance of 127.20 feet to the Point of Beginning of the proposed centerline. From said Point of Beginning turn 97° 24' 18" left to the tangent of a curve to the left having a radius of 375.00 feet and a central angle of 19° 32' 51"; thence run along the arc of said curve to the left for a distance of 127.94 feet; thence run North 89° 00' 48" West for a distance of 50.45 feet to the beginning of a curve to the right having a radius of 536.15 feet and a central angle of 21° 07' 49"; thence run along the arc of said curve to the right for a distance of 197.73 feet; thence run North 67° 52' 59" West for a distance of 399.53 feet to the beginning of a curve to the right having a radius of 300.00 feet and a central angle of 82° 29' 38"; thence run along the arc of said curve to the right for a distance of 431.94 feet to the Southwesterly Right-of-Way Line of Hugh Daniel Drive and the end of the herein described centerline.

LEGAL.DES/GENERAL/GREY

Inst # 1993-22440  
07/29/1993-22440  
02:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
016 MCD 47.00