

STATE OF ALABAMA )

COUNTY OF SHELBY )

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT is made and entered into as of the 23rd day of August, 1993 by and between DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor") and DAVID F. BYERS, as Debtor-in-Possession and in his capacity as Trustee of the Estate of David F. Byers, Case No. 89-11039, pending before the United States Bankruptcy Court, Northern District of Alabama, Southern Division, and DAVID F. BYERS and wife, MARY ANN BYERS (hereinafter collectively referred to as "Grantee").

R E C I T A L S:

Grantor desires to grant to Grantee a temporary, non-exclusive easement and right-of-way over, across, through and upon that certain real property owned by Grantor which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Temporary Access Easement Property") for the purpose of providing temporary access to the real property owned by Grantee (the "Grantee's Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor further desires to grant to Grantee a permanent, non-exclusive easement and right-of-way over, across, through and upon certain real property owned by Grantor which is more particularly described herein for the purpose of providing permanent access and utilities to the Grantee's Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Permanent Access Easements to Greystone Way, Hugh Daniel Drive and Interior Roads.

(a) Subject to all of the terms and conditions set forth herein and in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the

Inst # 1993-25945

EASEMEN2/GENERAL/GREY

08/27/1993-25945  
11:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
022 MCD 62.00

Inst # 1993-25945

office of the Judge of Probate of Shelby County, Alabama, as the same has been amended through the date hereof and as the same may be hereafter amended from time to time (collectively, the "Declaration") and the provisions of Paragraph 4 below, Grantor does hereby grant to Grantee, their heirs, executors, successors and assigns, non-exclusive easements over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, the following real property owned by Grantor: (i) that certain real property upon which "Greystone Way" is situated, as more particularly described in Exhibit C attached hereto and incorporated herein by reference ("Greystone Way"), (ii) that certain real property known as "Hugh Daniel Drive", which is more particularly described in Exhibit D attached hereto and incorporated herein by reference ("Hugh Daniel Drive") and (iii) any and all other streets and roadways, either public or private, within the "Development", as defined in the Declaration, which constitute part of the "Common Areas", as defined in the Declaration (the "Interior Roads"), in each case subject to and in common with Grantor, its successors and assigns and the rights of all other parties having any interest or rights therein. Subject to the terms of Paragraphs 1(b), 1(c) and 4 below, the easements and rights to use Greystone Way, Hugh Daniel Drive and the Interior Roads shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with title to the Grantee's Property.

(b) During any golf tournaments sponsored by "Club Owner", as defined in the Declaration, or by any other private golf and/or country club which utilize any portion of Hugh Daniel Drive for access purposes, Grantor reserves the right to limit and restrict access to Hugh Daniel Drive, Greystone Way and any of the Interior Roads and, to the extent practicable, to make portions of Hugh Daniel Drive, Greystone Way and the Interior Roads, one-way roads in order to facilitate travel and transportation.

(c) Notwithstanding anything provided herein to the contrary, Grantor (i) does hereby establish and reserve the right, in its sole and absolute discretion, at any time and from time to time, to dedicate Hugh Daniel Drive, Greystone Way, any of the Interior Roads or any portions thereof as public roadways to any governmental authority designated by Grantor without requirement that the approval or consent of Grantee or any other person or entity having any interest in the Grantee's Property consent to such action 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, Greystone Way, the Interior Roads or any portions thereof are submitted for dedication as public roadways. Grantee, for themselves, their heirs, executors, successors and assigns, do hereby irrevocably appoint Grantor as their respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing



executing, signing, acknowledging, swearing to and recording any and all instruments, documents, agreements and subdivision plats relating to the dedication of Hugh Daniel Drive, Greystone Way, any of the Interior Roadways or any portions thereof to any governmental authority as public roadways for and in the name of Grantee and their respective heirs, executors, successors and assigns in their name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Grantee, their respective heirs, executors, successors and assigns, and shall be binding on Grantee and their respective heirs, executors, successors and assigns and anyone having any interest in any portion of the Grantee's Property. The rights reserved by Grantor pursuant to this Paragraph 1(c) may be assigned to any third party as may be designated in a writing executed by Grantor.

## **2. Temporary Access Easement.**

(a) Subject to the provisions of Paragraph 4 below, Grantor does hereby grant, bargain, sell and convey to Grantee and their respective heirs, executors, successors and assigns, a temporary, non-exclusive easement and right-of-way (the "Temporary Access Easement") under, over, through, across and upon the Temporary Access Easement Property for the purpose of constructing, installing, maintaining, repairing and replacing drives, roadways and streets which Grantee may elect to construct upon the Temporary Access Easement Property in order to provide pedestrian and vehicular travel and transportation to and from the Grantee's Property. The Temporary Access Easement may be exercised by Grantee and their respective heirs, executors, successors and assigns until such time as the conditions and requirements of Paragraph 2(c) below have been satisfied by Grantor.

(b) The Temporary Access Easement granted herein shall, subject to the provisions of Paragraph 4 below, include all rights and privileges necessary or convenient for the full use and enjoyment thereof by Grantee and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions on the Temporary Access Easement Property and to otherwise grade, excavate and pave any portion of the Temporary Access Easement Property. Any improvements to the Temporary Access Easement Property, including, without limitation, clearing, cutting, grading, excavating and paving, shall be undertaken at the sole cost and expense of Grantee.

(c) Grantor reserves the right, in its sole and absolute discretion, to permanently terminate the Temporary Access Easement upon the following terms and conditions:

(i) Grantor shall have constructed and completed a roadway in accordance with all

applicable government standards and requirements which shall connect Greystone Way to a point on the northeasternmost boundary of that portion of the Grantee's Property described in Exhibit E attached hereto and incorporated herein by reference (the "Adjacent Property"), which additional roadway shall (1) be constructed in a manner mutually acceptable to Grantor and Grantee so that such roadway will run along the entire length of the boundary of the Adjacent Property and will allow direct access to and from the Adjacent Property onto said roadway, (2) be deemed part of the "Common Areas", as defined in the Declaration, (3) constitute part of Greystone Way and the Interior Roadways and (4) be part of the easements granted to Grantee by Grantor pursuant to Paragraph 1(a) above;

(ii) to the extent any portion of the Adjacent Property is encumbered by that certain Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 (the "USF&G Mortgage") executed by Grantor and others in favor of United States Fidelity and Guaranty Company and recorded as Instrument No. 1993-3120 in the Office of the Judge of Probate of Shelby County, Alabama, then Grantor shall obtain a release from the holder of the USF&G Mortgage releasing, without cost to Grantee, a fifty (50) foot wide strip of land on the Adjacent Property from the lien of the USF&G Mortgage upon which Grantee shall be entitled to construct a roadway providing permanent access between the Grantee's Property and Greystone Way and the Interior Roadways. The exact location of such fifty (50) foot wide strip of land shall be mutually acceptable to Grantor, Grantee and the holder of the USF&G Mortgage; and

(iii) Grantor shall have provided Grantee with written notice of Grantor's election to terminate the Temporary Access Easement.

Upon the satisfaction of the terms and provisions set forth above, the Temporary Access Easement shall be deemed to have been cancelled, terminated, null and void and of no further force or effect and Grantor shall have the right, in its sole and absolute discretion, to utilize the real property upon which the Temporary Access Easement Property is situated for any use including, without limitation, removing any pavement or other improvements of any nature

constructed on the Temporary Access Easement Property by Grantee. Grantee, for themselves and their respective heirs, executors, successors and assigns, do hereby covenant and agree to execute any documents reasonably requested by Grantor to evidence the termination of the Temporary Access Easement.

### 3. Utility Easements.

(a) Grantor does hereby grant, bargain, sell and convey to Grantee and their respective heirs, executors, successors and assigns, a permanent, non-exclusive easement and right (the "Utility Easement"), at no charge to Grantee, to connect and tie-onto any and all master television and/or cable systems, security and similar systems, publicly or privately owned and operated electrical, gas, telephone, water, sanitary sewer and storm sewer lines, pipes, conduits, equipment, lift stations, machinery, and other apparatus and appurtenances (collectively, the "Utility Lines") which may be located adjacent to or in close proximity with the Grantee's Property, subject to the terms and conditions set forth in Paragraphs 3(d), 4 and 5 below.

(b) Grantor does hereby grant, bargain, sell and convey to Grantee and their respective heirs, executors, successors and assigns a permanent, non-exclusive easement and right-of-way (the "Water Line Easement") under, over, through, across and upon that certain real property owned by Grantor which is more particularly described in Exhibit F attached hereto and incorporated herein by reference for the purpose of connecting and tying onto the existing water line situated thereon and otherwise installing, maintaining, repairing and replacing underground water lines, pipes, conduit and other apparatus (the "Water Lines") to serve the Grantee's Property.

(c) The Utility Easement and the Water Line Easement granted herein shall, subject to the provisions of Paragraphs 3(d), 4 and 5 below, include all rights and privileges necessary or convenient for the full use and enjoyment thereof by Grantee, their respective heirs, executors, successors and assigns, and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions. The Utility Easement and the Water Line Easement granted herein to Grantee shall be non-exclusive, permanent and perpetual and shall be a covenant running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, successors and assigns, forever.



(d) The Utility Easement and the Water Line Easement granted herein by Grantor to Grantee shall be exercised by Grantee subject to the following terms and conditions:

(i) Grantee, at their respective sole cost and expense, shall be responsible for paying all applicable tap/hook-on fees payable to any entities providing any of the utilities described in Paragraphs 3(a) and 3(b) above (collectively, the "Utility Companies"), and shall pay all costs to install, operate and maintain the Utility Lines and Water Lines;

(ii) All Utility Lines and Water Lines shall be installed below ground and shall be installed and maintained by Grantee in accordance with all applicable governmental requirements and the requirements of the applicable Utilities Companies; and

(iii) Grantee shall have the right to install the Utility Lines and Water Lines in such locations on Grantor's real property which have been approved by Grantor, such approval not to be unreasonably withheld or delayed by Grantor, and Grantee shall repair any damage or destruction of existing improvements (including roadway pavement, curbing and gutters) which may occur as a result of the installation of any of the Utility Lines and Water Lines.

#### **4. Payment of Assessments by Grantee and Future Development.**

(a) In consideration of the easements and other rights granted herein by Grantor to Grantee, Grantee, for themselves and their respective heirs, executors, successors and assigns, covenant and agree to pay to the Greystone Residential Association, Inc. annual and special Assessments, as defined in the Declaration, for each Dwelling, as defined in the Declaration, situated on or within the Grantee's Property. Such annual and special Assessments shall be paid in the manner set forth in the Declaration and shall be subject to increase from time to time as provided in the Declaration.

(b) If, at any time after the date hereof, the then owner of any portion of the Grantee's Property desires to develop the same with the intent that any portion of the Grantee's Property shall contain more than one (1) Dwelling, as defined in the Declaration, then (i) the access easements granted to Grantor pursuant to Paragraphs 1 and 2 above shall cease, terminate and expire unless the then owner of the Grantee's Property subjects all of Grantee's Property to the terms, covenants and restrictions of the Declaration by written instrument acceptable to Grantor (with such subordination by the holders of any liens or encumbrances upon the Grantee's Property as may be required by Grantor) and (ii) the proposed development of the Grantee's Property, including, without limitation, the proposed development plan for the same, shall be subject to the prior written approval of Grantor, and shall otherwise comply with all of the terms and conditions of the Declaration.

5. Limitation on Use of Easements. Notwithstanding anything provided herein to the contrary, the easements and rights granted pursuant to Paragraphs 1, 2 and 3 herein are limited to the use by and for the benefit of the Grantee's Property only and no other real property situated adjacent to or in close proximity with the Grantee's Property shall be entitled to utilize any of the easements or rights granted herein by Grantor to Grantee without the express written consent of Grantor, which consent may be withheld by Grantor for any reason whatsoever or for no reason whatsoever, as determined by Grantor in its sole and absolute discretion.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended or modified only upon the written consent of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Access Easement Agreement 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,  
Its General Partner

By:   
Its: Senior Vice President

GRANTEE:

David F. Byers  
DAVID F. BYERS, as Debtor-  
in-Possession and in his  
capacity as Trustee of the  
Estate of David F. Byers,  
Case No. 89-11039, pending  
before the United States  
Bankruptcy Court, Northern  
District of Alabama, Southern  
Division

David F. Byers  
DAVID F. BYERS  
Mary Ann Byers  
MARY ANN BYERS

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public, in and for said  
County in said State, hereby certify that Stephen R. Monk  
whose name as Senior Vice President  
of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an  
Alabama corporation, as General Partner of Daniel Oak  
Mountain Limited Partnership, an Alabama limited  
partnership, is signed to the foregoing instrument, and who  
is known to me, acknowledge before me on this day, that  
being informed of the contents of said instrument, he, as  
such officer and with full authority, executed the same  
voluntarily, for and as the act of said corporation, in its  
capacity as General Partner as aforesaid.

Given under my hand and official seal this the 23rd  
day of August, 1993.

Shirley H. Ellis  
Notary Public

My Commission Expires: 2/26/99



STATE OF ALABAMA )

COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that David F. Byers as Debtor-in-Possession and in his capacity as Trustee of the Estate of David F. Byers, Case No. 89-11039, pending before the United States Bankruptcy Court, Northern District of Alabama, Southern Division, whose name is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this the 20th day of August, 1993.

Rebecca T. Carter  
Notary Public

My Commission Expires: July 22, 1997  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 22, 1997  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )

COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that David F. Byers and wife, Mary Ann Byers whose names are signed to the foregoing instrument and who are known to me, acknowledge before me on this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this the 20th day of August, 1993.

Rebecca T. Carter  
Notary Public

My Commission Expires: July 22, 1997  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 22, 1997  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

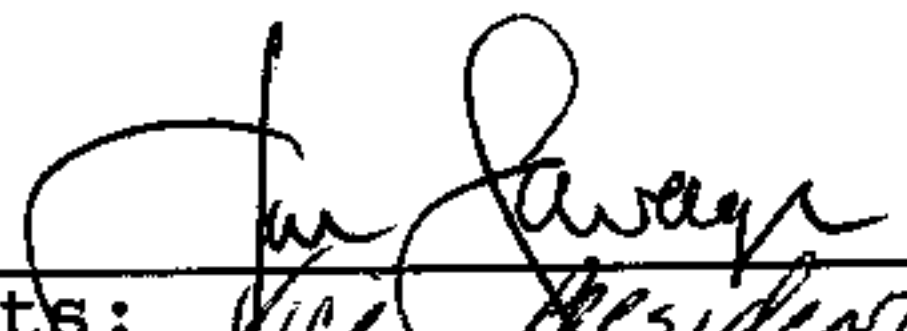
United States Fidelity and Guaranty Company, a Maryland corporation ("Mortgagee"), as the holder of that certain Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, in favor of Mortgagee, as recorded in Real 265, Page 374 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), which has been (a) amended by First Amendment to Mortgage and Security Agreement dated February 19, 1990 and recorded in Real 282, Page 85 in said Probate Office, (b) amended and restated in its entirety by Amended and Restated Mortgage and Security Agreement dated September 28, 1990 and recorded in Real 312, Page 208 in said Probate Office, (c) amended by First Amendment to Amended and Restated Mortgage and Security Agreement dated as of April 14, 1992 and recorded as Instrument No. 1992-4714 in said Probate Office and (d) amended and restated in its entirety by Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 and recorded as Instrument No. 1993-3120 in said Probate Office (collectively, the "Mortgage"), hereby (i) consents to the execution and terms of the above and foregoing Access Easement Agreement (the "Access Easement Agreement") by and between the Grantor and Grantee and (ii) agrees that the lien of the Mortgage and the rights of Mortgagee thereunder are subject and subordinate to the rights and interests granted to Grantee under the Access Easement Agreement.

Dated this 19 day of August, 1993.

**UNITED STATES FIDELITY  
AND GUARANTY COMPANY, a  
Maryland corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

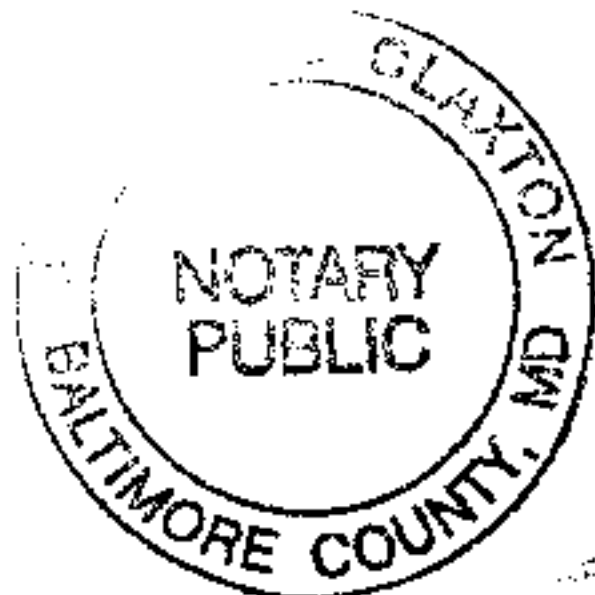
  
Vice President

STATE OF MARYLAND )

COUNTY OF Baltimore )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John Sprague whose name as Vice President of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal this the 19th day of August, 1993.



Jacqueline Clayton  
Notary Public

My Commission Expires: 4-12-1996



EXHIBIT A

ACCESS EASEMENT (EASEMENT III):

An easement for ingress and egress situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, lying 15 feet either side of a line being more particularly described as follows:

Commence at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 28, thence run South 1 degree 11 minutes 04 seconds West along the East line of said Quarter-Quarter Section for a distance of 940.84 feet to an iron pin found; thence run North 53 degrees 59 minutes 46 seconds West for a distance of 750.04 feet to an iron pin found; thence run North 36 degrees 01 minutes 28 seconds East for a distance of 623.00 feet to an iron pin found; thence run North 57 degrees 15 minutes 13 seconds West for a distance of 417.34 feet to a point; thence run South 32 degrees 43 minutes 01 seconds West for a distance of 278.98 feet to a point; thence run South 43 degrees 39 minutes 29 seconds East for a distance of 15.02 feet to the point of beginning of said Easement; thence run South 48 degrees 57 minutes 59 seconds West for a distance of 92.30 feet to a point; thence run South 51 degrees 30 minutes 55 seconds West for a distance of 85.56 feet to a point; thence run South 41 degrees 33 minutes 55 seconds West for a distance of 74.88 feet to a point; thence run South 47 degrees 12 minutes 25 seconds West for a distance of 95.85 feet to a point; thence run South 38 degrees 03 minutes 32 seconds West for a distance of 85.61 feet to a point; thence run South 38 degrees 02 minutes 56 seconds West for a distance of 43.73 feet to a point; thence run South 31 degrees 27 minutes 07 seconds West for a distance of 130.46 feet to a point; thence run South 23 degrees 41 minutes 13 seconds West for a distance of 76.56 feet to a point; thence run South 5 degrees 31 minutes 18 seconds West for a distance of 76.39 feet to a point; thence run South 4 degrees 20 minutes 11 seconds West for a distance of 136.38 feet to a point; thence run South 32 degrees 44 minutes 42 seconds East for a distance of 72.98 feet to the end of said Easement (III).

ACCORDING TO THE SURVEY OF K.B. WEYGAND & ASSOCIATES, P.C. DATED JULY 9, 1993.

EXHIBIT B

A parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 28, thence run South 89 degrees 01 minutes 47 seconds East along the North line of said Quarter-Quarter Section for a distance of 198.18 feet to an iron pin found at the point of beginning; thence run North 02 degrees 08 minutes 38 seconds East for a distance of 137.13 feet to an iron pin found; thence run North 89 degrees 39 minutes 58 seconds West for a distance of 199.08 feet to an iron pin found; thence run South 0 degrees 48 minutes 41 seconds West for a distance of 508.03 feet to an iron pin found; thence run North 62 degrees 30 minutes 54 seconds West for a distance of 1,515.16 feet to an iron pin found; thence run South 3 degrees 59 minutes 07 seconds West for a distance of 203.13 feet to an iron pin found; thence run South 45 degrees 28 minutes 27 seconds West for a distance of 628.65 feet to an iron pin found; thence run South 69 degrees 00 minutes 59 seconds East for a distance of 514.18 feet to an iron pin found; thence run South 57 degrees 15 minutes 13 seconds East for a distance of 829.15 feet to an iron pin set; thence run South 32 degrees 43 minutes 01 seconds West for a distance of 278.98 feet to an iron pin set; thence run South 43 degrees 39 minutes 29 seconds East for a distance of 407.15 feet to an iron pin set; thence run South 36 degrees 01 minutes 28 seconds West for a distance of 247.70 feet to an iron pin found; thence run South 36 degrees 01 minutes 28 seconds West for a distance of 290.27 feet to an iron pin set, said iron being on a curve to the right having a central angle of 2 degrees 20 minutes 08 seconds and a radius of 510.49 feet and a chord bearing of South 78 degrees 30 minutes 03 seconds East; thence run in a Southeasterly direction along the arc of said curve for a distance of 20.81 feet to a point; thence run South 77 degrees 19 minutes 59 seconds East for a distance of 109.34 feet to a point on a curve to the left having a central angle of 46 degrees 35 minutes 10 seconds and a radius of 759.74 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 617.73 feet to a point; thence run North 56 degrees 04 minutes 51 seconds East for a distance of 88.17 feet to a point on a curve to the left having a central angle of 29 degrees 08 minutes 57 seconds and a radius of 546.91 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 278.24 feet to a point; thence run North 26 degrees 55 minutes 55 seconds East for a distance of 13.44 feet to a point on a curve to the right having a central angle of 49 degrees 30 minutes 31 seconds and a radius of 355.31 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 307.02 feet to a point; thence run North 76 degrees 26 minutes 26 seconds East for a distance of 74.59 feet to an iron pin set; thence run North 33 degrees 54 minutes 07 seconds West for a distance of 212.68 feet to an iron pin set; thence run North 89 degrees 06 minutes 26 seconds West for a distance of 171.58 feet to the point of beginning. Said parcel contains 51.848 acres, more or less.



EXHIBIT C

Description of the Land

Parcel I - Access Road Property:

A parcel of land situated in the North 1/2 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and lying between LOTS 1 & 2, GREYSTONE - 2ND SECTOR AND LOTS 1 & 2, GREYSTONE - 3RD SECTOR being more particularly described as follows:

Commence at the Southeast corner of the N.W. 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run N89°11'44"W along the South line of said 1/4 section a distance of 1396.91 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119; thence N24°52'40"E along said right-of-way line a distance of 858.01 feet to the P.C. (point of curve) of a curve to the right; thence N26°19'52"E along the chord of said curve a distance of 300.73 feet to a point on the southeasterly right-of-way line of Alabama Highway No. 119 and the P.C.C. (point of compound curve) of a curve to the right, said point also being the point of beginning; thence N74°09'13"E along the chord of said curve a distance of 37.03 feet to the P.T. (point of tangent) of said curve; thence S59°41'25"E a distance of 267.79 feet to a point; thence S63°19'19"E a distance of 157.86 feet to a point; thence S59°41'25"E a distance of 457.46 feet to the P.C. (point of curve) of a curve to the left having a radius of 490.00 feet and a central angle of 84°21'05"; thence N78°08'02"E along the chord of said curve a distance of 657.98 feet to the P.T. (point of tangent) of said curve; thence N35°37'29"E along the tangent of said curve a distance of 11.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 760.00 feet and a central angle of 14°32'51"; thence N43°13'54"E along the chord of said curve a distance of 192.45 feet to the P.T. (point of tangent) of said curve; thence N50°30'20"E tangent to said curve a distance of 83.29 feet to a point; thence N26°40'48"E a distance of 24.75 feet to a point; thence N50°30'20"E a distance of 647.10 feet to the P.C. (point of curve) of a curve to the right having a radius of 966.30 feet and a central angle of 17°30'; thence N59°15'20"E along the chord of said curve a distance of 293.99 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 721.69 feet and a central angle of 25°00'; thence N55°30'20"E along the chord of said curve a distance of 312.40 feet to the P.T. (point of tangent) of said curve; thence N43°00'20"E tangent to said curve a distance of 70.71 feet to a point; thence N46°59'20"W a distance of 60.00 feet to a point; thence S43°00'20"W a distance of 70.71 feet to the P.C. (point of curve) of a curve to the right having a radius of 661.69 feet and a central angle of 25°00'; thence S55°30'20"W along the chord of said curve a distance of 286.43 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 1026.30 feet and a central angle of 17°30'; thence S59°15'20"W along the chord of said curve a distance of 312.25 feet to the P.T. (point of tangent) of said curve; thence S50°30'20"W tangent to said curve a distance of 511.40 feet to a point; thence N26°40'48"E a distance of 24.75 feet to a point; thence



S50°30'20"W a distance of 264.64 feet to the P.C. (point of curve) of a curve to the left having a radius of 840.00 feet and a central angle of 14°32'51"; thence S43°13'54"W along the chord of said curve a distance of 212.70 feet to the P.T. (point of tangent) of said curve; thence S35°57'29"W tangent to said curve a distance of 11.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 410.00 feet and a central angle of 84°21'05"; thence S78°08'02"W along the chord of said curve a distance of 550.55 feet to the P.T. (point of tangent) of said curve; thence N59°41'25"W tangent to said curve a distance of 457.46 feet to a point; thence N56°03'30"W a distance of 157.86 feet to a point; thence N59°41'25"W a distance of 272.73 feet to the P.C. (point of curve) of a curve to the right; thence N15°13'20"W along the chord of said curve a distance of 35.33 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119, said point being on a curve; thence in a Southwesterly direction along the Southeasterly right-of-way line of Alabama Highway No. 119 to the point of beginning.

AND

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

Commence at the Northeast corner of said Section 32, thence run South along the East line of said Section 32 for a distance of 1,039.75 feet to a point on the North line of Lot 138, Greystone 1st Sector Phase II as recorded in Map Book 15, Page 61, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 98°-12'-21" and run in a Northwesterly direction along the North line of Lots 138, 137, 136, and 135 in said Greystone 1st Sector Phase II for a distance of 616.75 feet to the point of beginning, said point being the Northwest corner of said Lot 135; thence turn an angle to the right of 38°-16'-15" and run in a Northwesterly direction for a distance of 93.78 feet to a point on a curve to the left having a central angle of 4°-28'-30" and radius of 2,484.18 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 194.02 feet to a point on a reverse curve to the right having a central angle of 96°-52'-52" and a radius of 25.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 42.27 feet to a point; thence turn an angle to the left of 90°-00'-00" from the tangent of last stated curve and run in a Northwesterly direction for a distance of 60.00 feet to a point on a curve to the left having a central angle of 7°-04'-22" and a radius of 531.60 feet; thence turn an angle to the left of 93°-32'-11" to the chord of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 65.62 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 125.72 feet to a point on a curve to the right having a central angle of 25°-00'-00" and a radius of 661.69 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 288.72 feet to a point on a reverse curve to the left having a central angle of 17°-30'-00" and a radius of 1,026.30 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 313.46 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 99.82 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a Southeasterly direction for a distance of 60.00 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a Northeasterly direction for a distance of 99.82 feet to a point on a curve to the right having

a central angle of  $17^{\circ}-30'-00''$  and a radius of 966.30 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 295.14 feet to a point on a reverse curve to the left having a central angle of  $25^{\circ}-00'-00''$  and a radius of 721.69 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 314.90 feet to a point; thence run tangent to last stated curve in a Northeasterly direction for a distance of 70.71 feet to a point on a curve to the right having a central angle of  $90^{\circ}-06'-53''$  and a radius of 25.00 feet; thence run in a Northeasterly to Southeasterly direction along the arc of said curve for a distance of 39.32 feet to a point on a compound curve to the right having a central angle of  $4^{\circ}-32'-50''$  and a radius of 2,424.18 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 192.39 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 93.79 feet to a point; thence turn an angle to the left of  $90^{\circ}-00'-00''$  and run in a Northeasterly direction for a distance of 60.00 feet to the point of beginning.

EXHIBIT D

**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°00' left a distance of 3068.24 feet to the point of beginning, said point being the centerline of an 80 foot right-of-way 40 feet either side of the centerline; thence 155°10'47" right to the tangent of a curve to the right, said curve having a central angle of 14°34'45" and a radius of 643.69 feet; thence along said curve a distance of 163.79 feet; thence tangent to said curve a distance of 355.75 feet to a curve to the right, said curve having a central angle of 43°18'50" and a radius of 337.47 feet; thence along said curve a distance of 255.11 feet to a curve to the left, said curve having a central angle of 60°55'59" and a radius of 582.42 feet; thence along said curve a distance of 619.39 feet; thence tangent to said curve a distance of 247.39 feet to a curve to the right, said curve having a central angle of 33°47'17" and a radius of 275.00 feet; thence along said curve a distance of 162.17 feet; thence tangent to said curve a distance of 372.00 feet to a curve to the left, said curve having a central angle of 46°57'34" and a radius of 350.00 feet; thence along said curve a distance of 286.86 feet; thence tangent to said curve a distance of 234.58 feet to a curve to the right, said curve having a central angle of 52°20'28" and a radius of 610.00 feet; thence along said curve a distance of 557.25 feet; thence tangent to said curve a distance of 250.36 feet to a curve to the left, said curve having a central angle of 20°00'20" and a radius of 1650.00 feet; thence along said curve a distance of 576.12 feet; thence tangent to said curve a distance of 169.47 feet to a curve to the left, said curve having a central angle of 33°24'16" and a radius of 960.00 feet; thence along said curve a distance of 559.70 feet to a point; thence tangent to said curve a distance of 49.12 feet to a curve to the right, said curve having a central angle of 8°25'01" and a radius of 500.00 feet; thence along said curve a distance of 73.45 feet; thence tangent to said curve a distance of 192.38 feet to a curve to the left, said curve having a central angle of 7°45'25" and a radius of 1600.00 feet; thence along said curve a distance of 216.61 feet; thence tangent to said curve a distance of 138.92 feet to a curve to the right, said curve having a centerline angle of 29°51'15" and a radius of 291.62 feet; thence along said curve a distance of 151.95 feet to a curve to the left, said curve having a central angle of 22°12'53" and a radius of 483.89 feet; thence along said curve a distance of 187.61 feet; thence tangent to said curve a distance of 90.62 feet to a curve to the right, said curve having a central angle of 5°46'48" and a radius of 4500.00 feet; thence along said curve a distance of 42.00 feet to the point of ending of said 80 foot right-of-way and the beginning of a 70 foot right-of-way being 40 feet left and 30 feet right of centerline; thence continue along said curve a distance of 91.41 feet to the point of ending of said 70 foot right-of-way and point of beginning of said 80 foot right-of-way; thence continue along said curve a distance of 320.54 feet; thence tangent to said curve a distance of 419.17 feet to a curve to the right, said curve having a central angle of 2°53'11" and a radius of 2579.92 feet; thence along said curve a distance of 129.97 feet; thence tangent to said curve a distance of 275.08 feet to a curve to the left, said curve having a central angle of 18°28'14" and a radius of 920.00



feet; thence along said curve a distance of 296.58 feet; thence tangent to said curve a distance of 103.68 feet to a curve to the right, said curve having a central angle of  $18^{\circ}01'02''$  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  $2^{\circ}25'10''$ ; 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 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  $13^{\circ}27'39''$ ; 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 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  $33^{\circ}09'04''$ ; 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  $60^{\circ}55'59''$ ; 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  $33^{\circ}47'17''$ ; 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  $90^{\circ}04'49''$  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  $90^{\circ}00'$  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  $33^{\circ}56'46''$ ; 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  $46^{\circ}00'$ ; 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  $13^{\circ}27'58''$ ; 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  $90^{\circ}00'$  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 155.75 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 E

PARCEL II:

A parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 28, thence run South 89 degrees 01 minutes 47 seconds East along the North line of said Quarter-Quarter Section for a distance of 198.18 feet to an iron pin found; thence run South 89 degrees 06 minutes 26 seconds East for a distance of 171.58 feet to the centerline of a creek; thence run South 33 degrees 54 minutes 07 seconds East for a distance of 212.68 feet to a point; thence run South 76 degrees 26 minutes 26 seconds West for a distance of 74.59 feet to a point on a curve to the left having a central angle of 49 degrees 30 minutes 31 seconds and a radius of 355.31 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 307.02 feet to a point; thence run South 26 degrees 55 minutes 55 seconds West for a distance of 13.44 feet to a point on a curve to the right having a central angle of 29 degrees 08 minutes 57 seconds and a radius of 546.91 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 278.24 feet to a point; thence run South 56 degrees 04 minutes 51 seconds West for a distance of 7.72 feet to a point on the West line of said Quarter-Quarter Section; thence run North 1 degree 11 minutes 04 seconds East along the West line of said Quarter-Quarter Section for a distance of 607.06 feet to the point of beginning. Said (Parcel II) contains 3.67 acres, more or less,

ACCORDING TO THE SURVEY OF K.B. WEYGAND & ASSOCIATES, P.C. DATED JULY 9, 1993.

EXHIBIT F

WATER LINE EASEMENT (EASEMENT IV):

An easement for a water line situated in the Northeast Quarter of the Southwest Quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

*Commence at the Northeast corner of said Quarter-Quarter Section and thence run South 1 degree 11 minutes 04 seconds West for a distance of 940.84 feet to an iron pin found; thence run North 53 degrees 59 minutes 46 seconds West for a distance of 750.04 feet to the point of beginning; thence continue along last stated course for a distance of 40.00 feet to a point; thence run South 36 degrees 01 minutes 28 seconds West for a distance of 60.00 feet to a point; thence run South 53 degrees 59 minutes 46 seconds East for a distance of 40.00 feet to a point; thence run North 36 degrees 01 minutes 28 seconds East for a distance of 60.00 feet to the point of beginning.*

ACCORDING TO THE SURVEY OF K.B. WEYGAND & ASSOCIATES, P.C. DATED JULY 9, 1993.

Inst # 1993-25945

08/27/1993-25945  
11:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
022 MCD 62.00