# GREYSTONE FARMS

# RECIPROCAL EASEMENT AGREEMENT

**BY AND BETWEEN**

**TAYLOR PROPERTIES, L.L.C.**

**GREYSTONE LANDS, INC.**

**GREYSTONE RIDGE, INC.**

**and**

**GREYSTONE FARMS OWNER'S ASSOCIATION, INC.**

**DATED JUNE 22, 1995**

Inst # 1995-16400

06/22/1995-16400
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
65.50
022 MCD

This instrument prepared by and upon
recording should be returned to:

Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205
(205) 939-0033

# TABLE OF CONTENTS

# OF

# GREYSTONE FARMS

# RECIPROCAL EASEMENT AGREEMENT

**BY AND BETWEEN**

**TAYLOR PROPERTIES, L.L.C.**

**GREYSTONE LANDS, INC.**

**GREYSTONE RIDGE, INC.**

**and**

**GREYSTONE FARMS OWNER'S ASSOCIATION, INC.**


| Item | | Page No. |
|---|---|---|
| 1. | EASEMENT RIGHTS WITH RESPECT TO ACCESS ROADS | 2 |
| 2. | EASEMENT RIGHTS WITH RESPECT TO HUGH DANIEL DRIVE | 2 |
| 3. | EASEMENT RIGHTS WITH RESPECT TO THE COMMUNITY CENTER ROADS | 2 |
| 4. | NATURE OF EASEMENTS | 3 |
| 5. | CONVEYANCE TO ASSOCIATION | 4 |
| 6. | SURVIVAL | 4 |
| 7. | MISCELLANEOUS PROVISIONS | 5 |

STATE OF ALABAMA )
)
SHELBY COUNTY )

# RECIPROCAL EASEMENT AGREEMENT

**THIS RECIPROCAL EASEMENT AGREEMENT** is made and entered into as of the 22d day of June, 1995, by and between TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Taylor"), GREYSTONE LANDS, INC., an Alabama corporation ("GLI"), GREYSTONE RIDGE, INC., an Alabama corporation ("GRI") and GREYSTONE FARMS OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association"). Capitalized terms not expressly defined herein shall have the same meanings given to them in the Greystone Farms Declaration of Covenants, Conditions and Restrictions and the Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions (cumulatively, the "Declarations"), which Declarations are recorded contemporaneously herewith.

## R E C I T A L S:

**WHEREAS**, Taylor is the owner of certain real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") which Taylor contemplates developing for mixed residential and multi-family uses. The Property is situated adjacent to, contiguous with and surrounds the Community Center Property, as defined below; and

**WHEREAS**, GLI is the owner of certain real property described in Exhibit B attached hereto and incorporated herein by reference (the "Community Center Property") which GLI contemplates developing for the use and enjoyment of the members of the Association. The Community Center Property is situated adjacent to, contiguous with and is surrounded by the Property; and

**WHEREAS**, Taylor desires to grant to GLI and the Association a permanent, perpetual and nonexclusive easement over, across, through and upon those certain roadways to be constructed by Taylor upon the Property (the "Access Roads"); and

**WHEREAS**, GRI desires to assign to Taylor the permanent, perpetual and nonexclusive easement over, across, through, under and upon a roadway known as Hugh Daniel Drive, which is more particularly described in Exhibit C attached hereto and incorporated herein by reference ("Hugh Daniel Drive"); and

**WHEREAS**, GLI desires to grant to Taylor and the Association a permanent, perpetual and nonexclusive easement over, across, through, under and upon those certain roadways situated within the Community Center Property (the "Community Center Roads").

**NOW THEREFORE**, in consideration of the premises, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **EASEMENT RIGHTS WITH RESPECT TO ACCESS ROADS**. Subject to the terms and conditions set forth in Paragraphs 4(b), 4(c) and 6 below, Taylor does hereby grant, bargain, sell, convey and assign unto GLI and the Association, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, through and upon the Access Roads and all private roadways now or hereafter constructed within the Property for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of the Community Center Property, the Common Areas or any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to Taylor and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 1 shall be deemed to obligate GLI or the Association to install any of the foregoing improvements.

2. **EASEMENT RIGHTS WITH RESPECT TO HUGH DANIEL DRIVE**. Subject to the terms and conditions set forth in Paragraphs 4(b) and 4(c) below, GRI does hereby assign to Taylor, and its successors and assigns, forever, GRI's permanent, perpetual and nonexclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, Hugh Daniel Drive which easement was granted to GRI pursuant to and under the Development Agreement. The easement to and right to use Hugh Daniel Drive assigned herein by GRI to Taylor shall be subject to and used in common with GRI's successors and assigns and the rights of any other parties having any rights or interest therein. Taylor hereby accepts such assignment from GRI and assumes GRI's obligations under the Development Agreement pertaining to Hugh Daniel Drive.

3. **EASEMENT RIGHTS WITH RESPECT TO THE COMMUNITY CENTER ROADS**. Subject to the terms and conditions set forth in Paragraphs 4(b) and 4(c) below, GLI does hereby grant, bargain, sell, convey and assign unto Taylor and the Association, and their respective successors and assigns, forever, a permanent, perpetual and nonexclusive easement over, across, under, through and upon the Community Center Roads and subject to the terms, provisions, purposes and uses set forth and described in the Declarations, including the right to collect Assessments and other fees from Owners, as defined in the Declarations, for (i) pedestrian and vehicular travel and transportation purposes, (ii) installing, erecting, maintaining, operating, repairing, replacing and relocating master television and/or cable systems, security systems, irrigation systems and all utilities necessary or convenient for the use or development of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (iii) the installation, maintenance, replacement, and operation of pedestrian paths and crossings, (iv) the installation, erection, maintenance and operation of signage, caution signals, and the marking or striping of pavement to indicate pedestrian crossings; provided, however, that all of the foregoing shall be

constructed, installed, operated and maintained in a good and workmanlike manner and condition reasonably satisfactory to GLI and in accordance with all applicable federal, state, county and local governmental requirements, if any. Nothing contained in this Paragraph 3 shall be deemed to obligate Taylor or the Association to install any of the foregoing improvements. The easement to and rights to use the Community Center Property granted herein by GLI to Taylor and the Association, and their respective successors and assigns, shall be subject to and used in common with GLI, its successors and assigns, and any other parties having any rights or interest therein.

4. **NATURE OF EASEMENTS**.

(a) The easements, covenants, rights and obligations granted or created pursuant to this Reciprocal Easement Agreement shall be and are (i) appurtenant to and shall serve both the Community Center Property and the Property, (ii) covenants running with the Community Center Property and the Property and (iii) binding upon and shall inure to the benefit of Taylor, GLI and the Association, and their respective successors and assigns. Taylor, GLI and the Association each hereby covenant and agree that no fences or other obstructions shall be erected, maintained or permitted on, across or upon the Access Roads or the Community Center Roads; provided, however, that Taylor shall have the right to control access to any portion of the Property by installing guardhouses, gates and other security devices on any portion of the Access Roads or Community Center Roads. To the extent Taylor controls or limits access and use of the Access Roads or Community Center Roads, then Taylor shall provide to GLI and the Association and their respective successors and assigns, security clearance and the continued right of access to all portions of the Access Roads and Community Center Roads.

(b) GLI and the Association, and their respective successors and assigns, hereby covenant and agree that should Taylor desire to dedicate as public roadways the Access Roads or the Community Center Roads, or any portion thereof, or any of the private roadways now or hereafter constructed within the Property, then GLI and the Association, and their respective successors and assigns, shall, at no cost or charge to Taylor, execute and deliver to Taylor any and all further instruments, documents or agreements requested by Taylor in order to cause such roadways to be dedicated as public roadways. Notwithstanding anything provided herein to the contrary, Taylor (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, the Access Roads or Community Center Roads, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, as public roadways to any governmental authority without requirement that the approval or consent of GLI or the Association, or their successors and assigns, 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, the Access Roads or Community Center Roads, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, is submitted for dedication as public roadways. To the extent GLI's or the Association's execution of any such agreement, document, instrument or subdivision plat is required for the public dedication of all or any portion of Hugh Daniel Drive, the Access Roads, the Community Center Roads, or any portion thereof, and any of the private roadways now or hereafter constructed within the Property, GLI and the Association, for themselves and their respective successors and assigns and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, do

hereby irrevocably appoint Taylor as their 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 said roadways or any portion thereof as public roadways for and in the names of GLI and the Association, in GLI's and the Association's 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 GLI and the Association, and shall be binding on GLI and the Association, and their respective successors and assigns and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, forever. The provisions of this paragraph 4(b), including, specifically, the power of attorney contained herein, shall be binding upon GLI and the Association, and their respective successors, assigns, tenants and subtenants and their respective members, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, each of which shall be bound by the terms and provisions of this Reciprocal Easement Agreement. In the event any of the foregoing described roadways are dedicated to any governmental authority, the easements described in Paragraphs 1 and 3 above shall survive such dedication.

(c) Notwithstanding anything provided to the contrary in this Reciprocal Easement Agreement, during any golf tournaments sponsored by Taylor or by any other private golf and/or country clubs situated in close proximity with the Property, which utilize any portion of Hugh Daniel Drive for access purposes, Taylor reserves the right to limit and restrict access to Hugh Daniel Drive, to the extent practicable, or to otherwise make portions of Hugh Daniel Drive one-way roads.

5. **CONVEYANCE TO ASSOCIATION**. Pursuant to and subject to the terms and provisions of the Declarations, including, but not limited to those provisions obligating each Owner to pay Assessments for the maintenance, operation, repair and replacement of the roads made the subject of Sections 5(a), 5(b) and 5(c) below,

(a) Taylor hereby transfers, conveys and assigns the Access Roads and the obligation to maintain the Access Roads to the Association, and the Association does hereby assume Taylor's obligations to maintain as Common Areas the Access Roads so that Taylor shall have no further obligations hereunder.

(b) GLI hereby transfers, conveys and assigns the Community Center Roads and the obligation to maintain the Community Center Roads to the Association, and the Association does hereby assume GLI's obligations to maintain as Common Areas the Community Center Roads and GLI shall have no further obligations hereunder.

(c) Taylor hereby transfers, conveys and assigns the right to use Hugh Daniel Drive and the obligation to maintain the Eastern Portion of Hugh Daniel Drive to the Association, and the Association does hereby assume Taylor's obligations to maintain the Eastern Portion of Hugh Daniel Drive as prescribed by the Development Agreement and neither GRI nor Taylor shall have no further obligations hereunder or thereunder.

6. **SURVIVAL**. Taylor, GLI and the Association hereby agree that all of the terms and provisions of this Reciprocal Easement Agreement shall survive the purchase of the Community Center Property by the Association pursuant to the terms of provisions of the Ground Lease.

7. **MISCELLANEOUS PROVISIONS**.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owners of the Property and the Community Center Property.

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

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

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The terms "Taylor", "GRI", "GLI" and "Association" as used herein shall include the parties hereto and their respective 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 Reciprocal Easement Agreement to be signed as of the day and year first above written.

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company

By: _____
Wendell H. Taylor
Its Manager

GREYSTONE LANDS, INC., an Alabama corporation

By: _____
Gary R. Dent
Its President

GREYSTONE RIDGE, INC., an Alabama corporation

By: _____
Gary R. Dent
Its President

GREYSTONE FARMS OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation

By: _____
Gary R. Dent
Its President

STATE OF ALABAMA )
)
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Wendell H. Taylor, whose name as Manager of TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 19 day of June, 1995.

Rebecca J Greathouse
Notary Public

[SEAL]

My commission expires:
11/4/98

STATE OF ALABAMA )
)
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as President of GREYSTONE LANDS, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 seal, this 16TH day of June, 1995.

John D. Sansom
Notary Public

[SEAL]

My commission expires:
7/26/97

STATE OF ALABAMA )
)
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as President of GREYSTONE RIDGE, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 seal, this 16th day of June, 1995.

John D. Samson
Notary Public

[SEAL]

My commission expires:
7/26/97

STATE OF ALABAMA )
)
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as President of GREYSTONE FARMS OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal, this 16th day of June, 1995.

John D. Samson
Notary Public

[SEAL]

My commission expires:
7/26/97

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

# EXHIBIT A
# TO RECIPROCAL EASEMENT AGREEMENT

TRACT 5-A

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°35'37" West on the South boundary of said Section 27 a distance of 961.13 feet to the point of beginning; thence South 30°07'13" West a distance of 915.79 feet to a point; thence South 10°31'03" West a distance of 428.55 feet to a point on the North right-of-way of Hugh Daniel Drive; thence South 68°34'25" East on the North right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point, said point being the intersection of the North right-of-way of Hugh Daniel Drive and the Northwest right-of-way of Dunavant Valley Road; thence, along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet; thence North 27°27'33" East a chord distance of 1399.05 feet to a point; thence North 77°33'08" West a distance of 417.93 feet to a point; thence South 30°07'13" West a distance of 176.20 feet to the point of beginning.

All lying and being in the Northeast ¼ of the Northeast ¼ of Section 34 and the Southeast ¼ of the Southeast ¼ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama and containing 12.000 acres.

TRACT 5-B

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°35'37" West on the South boundary of said Section 27 a distance of 961.13 feet to a point; thence North 30°07'13" East a distance of 176.20 feet to the point of beginning; thence South 77°33'08" East a distance of 417.93 feet to a point, said point being on the Northwest right-of-way of Dunavant Valley Road; thence along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet; thence North 35°05'51" East a chord distance of 135.82 feet to a point; thence North 64°21'31" West a distance of 241.24 feet to a point; thence South 64°58'38" West a distance of 296.55 feet to the point of beginning.

All lying and being in the Southeast ¼ of the Southeast ¼ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 1.236 acres.

TRACT 5-D

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°35'37" West on the South boundary of said Section 27 a distance of 961.13 feet to a point; thence North 30°07'13" East a distance of 580.70 feet to a point; thence North 36°49'59" East a distance of 196.00 feet to the point of beginning; thence South 10°11'34" East a distance of 231.75 feet to a point; thence South 57°16'23" East a distance of 253.90 feet to a point, said point being on the Northwest right-of-way of Dunavant Valley Road; thence North 36°48'15" East on the Northwest right-of-way of Dunavant Valley Road a distance of 682.26 feet to a point; thence North 53°09'22" West a distance of 422.46 feet to a point; thence South 36°49'59" West a distance of 542.54 feet to the point of beginning.

All lying and being in the Southeast ¼ of the Southeast ¼ of Section 27, and the Southwest ¼ of the Southwest ¼ of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 6.436 acres.

PARAGON
ENGINEERING, INC

JUL 14 1994

TRACT 6

To locate the point of beginning commence at the Southwest corner of the Northeast ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°36'14" East on the South boundary of the Northeast ¼ of Section 34 a distance of 1124.27 feet to a point on the Northwest right-of-way of Dunavant Valley Road, County Road #41; thence North 17°04'05" East on the Northwest right-of-way of said Dunavant Valley Road a distance of 1189.04 feet to the point of curve; thence Northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the Northerly right-of-way of Hugh Daniel Drive; thence North 68°34'25" West on the Northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence North 74°50'20" West on the Northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to the point of beginning; thence North 10°30'53" East a distance of 378.49 feet to a point; thence South 77°43'44" West a distance of 1727.79 feet to a point; thence North 55°44'00" West a distance of 407.82 feet to a point; thence South 23°39'03" West a distance of 618.94 feet to a point on the Northerly right-of-way of Hugh Daniel Drive; thence South 68°29'40" East on the Northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence South 61°08'39" East on the Northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the right having central angle of 14°42'00" and a radius of 1517.79 feet to the point of reverse curve; thence North 79°12'23" East on the Northerly right-of-way of Hugh Daniel Drive a chord distance of 212.10 feet along a curve to the left having a central angle of 94°00'00" and a radius of 145.00 feet to the point of tangent; thence North 32°12'21" East on the Northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence North 53°50'56" East on the Northerly right-of-way of Hugh Daniel Drive a chord distance of 398.33 feet along a curve to the right having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence North 75°29'32" East on the Northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence North 69°29'45" East on the Northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the left having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence North 63°29'59" East on the Northerly right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence North 80°10'17" East on the Northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the right having a central angle of 33°20'37" and a radius of 340.00 feet to the point of beginning.

All lying in the North 1/2 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama.

PARAGON
ENGINEERING, INC

JUL 14 1994

PARCEL 7

Commence at the Southwest corner of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88°43'22" East on the South boundary of said Section 34, a distance of 2675.43 feet to a point; thence North 1°12'39" East on the east boundary of the Southwest ¼ of said Section 34 a distance of 1297.71 feet to a point; thence North 44°52'01" West a distance of 798.93 feet to a point; thence North 6°29'40" East a distance of 1590.53 feet to a point; thence North 36°12'25" East a distance of 120.00 feet to a point on the South right-of-way of Hugh Daniel Drive, said point being the P.C. of a curve to the left having a central angle of 14°42'00" and a radius of 1437.79 feet; thence Northwesterly along said curve a distance of 368.88 feet to the tangent of said curve; thence North 68°29'40" West on the South right-of-way of said Hugh Daniel Drive a distance of 409.95 feet to a curve to the left having a central angle of 67°01'19" and a radius of 240.00 feet; thence along said curve a distance of 280.74 feet to a point; thence tangent to said curve South 44°29'01" West a distance of 257.66 feet to a curve to the left having a central angle of 11°35'28" and a radius of 2275.31 feet; thence along said curve a distance of 460.30 feet to a point; thence tangent to said curve South 32°53'33" West a distance of 298.21 feet to a curve to the right having a central angle of 25°21'02" and a radius of 840.00 feet to a point; thence along said curve a distance of 371.66 feet to a point; thence tangent to said curve South 58°14'36" West a distance of 185.11 feet to a curve to the left having a central angle of 10°11'44" and a radius of 960.00 feet; thence along said curve a distance of 170.83 feet to a point; thence tangent to said curve South 48°02'51" West a distance of 141.57 feet to a curve to the right having a central angle of 06°57'27" and a radius of 862.51 feet; thence along said curve a distance of 104.73 feet to a point; thence tangent to said curve South 55°00'18" West a distance of 374.53 feet to a point; thence South 34°59'42" East a distance of 10.00 feet to a point on a curve to the right having a central angle of 14°17'16" and a radius of 847.86 feet; thence along said curve a distance of 211.43 feet to a point; thence tangent to said curve South 69°17'34" West a distance of 59.49 feet to a curve to the right having a central angle of 129°04'25" and a radius of 264.29 feet; thence along said curve a distance of 595.37 feet to a point; thence tangent to said curve North 18°21'59" East a distance of 274.66 feet to a curve to the right having a central angle of 03°28'23" and a radius of 1050.00 feet; thence along said curve a distance of 63.65 feet to a point, said point being on a curve to the left having a central angle of 40°43'07" and a radius of 236.22 feet; thence along said curve and leaving said Hugh Daniel Drive a distance of 167.88 feet to a point; thence South 60°05'29" East a distance of 81.19 feet to a point; thence South 30°17'01" West a distance of 269.86 feet to a point; thence North 59°56'13" West a distance of 168.34 feet to a point; thence North 30°06'13" East a distance of 103.47 feet to a point; thence South 73°56'54" West a distance of 163.51 feet to a point; thence South 36°30'36" West a distance of 700.31 feet to a point; thence South 33°39'46" West a distance of 2223.21 feet to a point on the South boundary of Section 33, Township 18 South, Range 1 West; thence South 88°48'29" East on the South boundary of said Section 33 a distance of 2853.61 feet to the point of beginning.

All lying and being in Section 33 and Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 285.68 acres.

PARAGON
ENGINEERING, INC

JUL 14 1994

PARCEL 8

To locate the point of beginning commence at the Southwest corner of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence North 01°25'28" East on the West boundary of said Section 34 a distance of 3312.17 feet to the point of beginning, said point of beginning being on the Southwest boundary of Lot 42 of The Crest at Greystone a subdivision which is recorded in Map Book 18, Page 17 in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly on the Southwest boundary of said Lot 42 to a point; thence run Northeasterly on the East boundary of Lots 20-30 and 32-42 to the Northeast corner of said subdivision; thence with an interior angle of 08°16'03" to the left run South 34°16'37" West a distance of 3626.13 feet to a point; thence South 55°44'00" East a distance of 464.32 feet to a point; thence South 23°39'03" West a distance of 618.94 feet to a point on the North right-of-way of Hugh Daniel Drive, said point being on a curve to the left having a central angle of 67°01'19" and a radius of 320.00 feet; thence along said curve a distance of 374.32 feet to a point; thence tangent to said curve South 44°29'01" West a distance of 257.66 feet to a curve to the left having a central angle of 11°35'28" and a radius of 2355.31 feet; thence along said curve a distance of 476.49 feet to a point; thence tangent to said curve South 32°53'33" West a distance of 298.21 feet to a curve to the right having a central angle of 25°21'02" and a radius of 760.00 feet; thence along said curve a distance of 336.26 feet to a point; thence tangent to said curve South 58°14'36" West a distance of 185.11 feet to a curve to the left having a central angle of 10°11'44" and a radius of 1040.00 feet; thence along said curve a distance of 185.07 feet to a point; thence tangent to said curve South 48°02'51" West a distance of 141.57 feet to a curve to the right having a central angle of 06°57'27" and a radius of 782.51 feet; thence along said curve a distance of 95.02 feet to a point; thence tangent to said curve South 55°00'18" West a distance of 374.53 feet to a point; thence North 34°59'42" West a distance of 10.00 feet to a curve to the right having a central angle of 14°17'16" and a radius of 747.86 feet; thence along said curve a distance of 186.49 feet to a point; thence tangent to said curve South 69°17'34" West a distance of 59.49 feet to a curve to the right having a central angle of 129°04'25" and a radius of 164.29 feet; thence along said curve a distance of 370.09 feet to a point; thence North 18°21'59" East on the East right-of-way of said Hugh Daniel Drive a distance of 67.94 feet to the South boundary of said The Crest at Greystone; thence run Northeasterly on the East boundary of said The Crest at Greystone to the a point on the South boundary of Lot 43 of said The Crest at Greystone; thence Southeasterly along the boundary of said Lot 43 to a point; thence Northeasterly along the boundary of said Lot 43 to a point; thence Northwesterly along the boundary of said Lot 43 to a point; thence Northeasterly to a point on the Southwest boundary of Lot 42 to a point; thence Southeasterly along the Southwest boundary of Lot 42 to the point of beginning.

Less and except the following:

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

To find the point of beginning, commence at the Southwest corner of the Southwest ¼ of the Northwest ¼ of Section 33; thence running along said section line North 00°51'35" West a distance of 583.80 feet to a point; thence leaving said section line and running North 89°08'25" East a distance of 5237.52 feet to a point and the point of beginning; thence running South 47°00'00" East a distance of 8.00 feet to an iron pin set; thence running South 43°00'00" West a distance of 16.00 feet to an iron pin set; thence running North 47°00'00" West a distance of 16.00 feet to an iron pin set; thence running North 43°00'00" East a distance of 16.00 feet to an iron pin set; thence running South 47°00'00" East a distance of 8.00 feet to a point and the point of beginning; said tract being a 16' X 16' foot Tower Easement for BellSouth Mobility, Inc., containing 256 square feet, 0.006 acre.

PARAGON ENGINEERING, INC
JUL 14 1994

All lying and being in Section 27, Section 33, and Section 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 64.82 acres.

TRACT 11

For the point of beginning commence at the Northeast corner of the Southwest ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 1°12'39" West on the East boundary of said Southwest ¼ a distance of 1372.77 feet to a point; thence North 44°52'01" West a distance of 798.93 feet to a point; thence North 6°29'40" East a distance of 1590.53 feet to a point; thence North 36°12'25" East a distance of 120.00 feet to a point on the South right-of-way of Hugh Daniel Drive, said point being the end of a curve to the left, said curve having a central angle of 94°00'04" and a radius of 225.00 feet; thence North 79°22'23" East a chord distance of 329.11 feet to the point of tangent; thence North 32°12'21" East on the Southeast right-of-way of Hugh Daniel Drive a distance of 164.89 feet to a curve to the right, said curve having a central angle of 43°17'11" and a radius of 460.00 feet; thence North 53°50'56" East a chord distance of 339.32 feet to the point of tangent; thence North 75°29'32" East on the Southeast right-of-way of said Hugh Daniel Drive a distance of 455.56 feet to a curve to the left, said curve having a central angle of 11°59'33" and a radius of 373.21 feet; thence North 69°29'45" East a chord distance of 77.97 feet to the point of tangent; thence North 63°29'59" East on the Southeast right-of-way of said Hugh Daniel Drive a distance of 195.02 feet to a curve to the right, said curve having central angle of 47°55'36" and a radius of 260.00 feet; thence North 87°27'47" East a chord distance of 211.20 feet to the point of tangent; thence South 68°34'25" East on the South right-of-way of said Hugh Daniel Drive a distance of 339.12 feet to the intersection of the South right-of-way of Hugh Daniel Drive and the Northwest right-of-way of Dunavant Valley Road; thence along a curve to the left having a central angle of 2°41'32" and a centerline radius of 5729.57 feet; thence South 18°21'17" West a chord distance of 271.06 feet to the point of tangent; thence South 17°04'05" West on the Northwest right-of-way of Dunavant Valley Road a distance of 1189.04 feet to a point on the South boundary of the Northeast ¼ of said Section 34; thence North 89°36'14" West on the South boundary of said Northeast ¼ a distance of 1124.27 feet to the point of beginning.

All lying and being in the East 1/2 of the Southwest ¼ and the Southeast ¼ of the Northwest ¼ and the Northeast ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama.

Legal 15\94B12.leg

PARAGON
ENGINEERING, INC

JUL 14 1994

LESS AND EXCEPT:
BELL SOUTH TOWER PROPERTY

Legal description by J.M. Keel and Associates dated Jun 27, 1994.

A parcel of land situated in parts of the Southeast ¼ of the Northeast ¼ of Section 33, and the Southwest ¼ of the Northwest ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and run North 1°24'34" East along the East line of said Section 33 as shown on the recorded plat of the Amended Map of The Crest at Greystone as recorded in Map Book 18, Page 17 A,B,C,D in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3312.17 feet to a point of the Southwesterly line of Lot 42 of said Amended Map of The Crest at Greystone, said point being the POINT OF BEGINNING of the parcel herein described; thence 55°26'04" left and run North 54°01'30" West along the Southwesterly line of said Lot 42, for a distance of 189.83 feet to the most westerly corner of said Lot 42, said point being situated on the Southeasterly right-of-way line of Greystone Crest and said point being situated on a curve to the left, said curve to the left having a radius of 1456.70 feet and a central angle of 3°10'20"; thence 78°16'12" left to the chord of said curve to the left and run in a Southwesterly direction along the arc of said curve to the left and said right-of-way line of Greystone Crest for a distance of 80.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.87 feet and a central angle of 20°59'32"; thence in a Southwesterly direction along the arc of said curve to the left and said right-of-way of Greystone Crest for a distance of 99.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South 25°07'36" West along the Southeasterly right-of-way line of Greystone Crest for a distance of 23.56 feet to the most Northerly corner of Lot 43 of said Amended Map of the Crest at Greystone; thence 75°47'38" left and run South 50°40'02" East along the Northeasterly line of said Lot 43 a distance of 306.17 feet to the most Easterly corner of said Lot 43; thence 91°10'33" left and run North 38°09'25" East for a distance of 219.24 feet to the most Southerly corner of Lot 42 of said Amended Map of the Crest at Greystone; thence 92°10'55" left and run North 54°01'30" West along the Southwesterly line of said Lot 42 for a distance of 112.81 feet to the POINT OF BEGINNING. Contains 131,140 square feet, more or less = 3.01 acres, more or less.

**Further Less and Except:**

**The Community Center Property described in Exhibit B**

PARAGON
ENGINEERING, INC

JUL 14 1994

**EXHIBIT B**

## LEGAL DESCRIPTION OF THE COMMUNITY CENTER PROPERTY

# EXHIBIT B
# TO RECIPROCAL EASEMENT AGREEMENT

## THE COMMUNITY CENTER PROPERTY

A parcel of land situated in the Southeast ¼ of the Northwest ¼, and the East ½ of the Southwest ¼, all in Section 34, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest ¼ of said Section 34 and run in a Westerly direction along the South line of said ¼ section a distance of 417.35 feet to the POINT OF BEGINNING of the herein described parcel; thence turn a deflection angle of 72°03'32" and run to the left in a Southwesterly direction a distance of 10.42 feet to a point; thence turn an interior angle of 118°29'09" and run to the right in a Southwesterly direction a distance of 56.80 feet to a point; thence turn an interior angle of 258°50'56" and run to the left in a Southerly direction a distance of 272.35 feet to a point; thence turn an interior angle of 255°42'17" and run to the left in a Southeasterly direction a distance of 56.77 feet to a point; thence turn an interior angle of 70°26'46" and run to the right in a Southwesterly direction a distance of 176.42 feet to a point; thence turn an interior angle of 204°27'08" and run to the left in a Southwesterly direction a distance of 201.75 feet to a point; thence turn an interior angle of 196°37'41" and run to the left in a Southeasterly direction a distance of 134.80 feet to a point; thence turn an interior angle of 207°09'12" and run to the left in a Southeasterly direction a distance of 134.94 feet to a point; thence turn an interior angle of 284°10'51" and run to the left in a Northeasterly direction a distance of 168.87 feet to a point; thence turn an interior angle of 56°57'20" and run to the right in a Southeasterly direction a distance of 214.21 feet to a point; thence turn an interior angle of 195°11'12" and run to the left in a Southeasterly direction a distance of 124.01 feet to a point; thence turn an interior angle of 146°52'28" and run to the right in a Southerly direction a distance of 192.38 feet to a point; thence turn an interior angle of 95°38'34" and run to the right in a Westerly direction a distance of 225.60 feet to a point; thence turn an interior angle of 114°06'49" and run to the right in a Northwesterly direction a distance of 76.20 feet to a point; thence turn an interior angle of 242°36'35" and run to the left in a Westerly direction a distance of 141.26 feet to a point; thence turn an interior angle of 60°12'49" and run to the right in a Northeasterly direction a distance of 105.56 feet to a point; thence turn an interior angle of 221°48'05" and run to the left in a Northwesterly direction a distance of 31.43 feet to a point; thence turn an interior angle of 247°27'52" and run to the left in a Northwesterly direction a distance of 66.61 feet to a point; thence turn an interior angle of 199°20'26" and run to the left in a Southwesterly direction a distance of 147.12 feet to a point; thence turn an interior angle of 210°36'06" and run to the left in a Southwesterly direction a distance of 69.11 feet to a point; thence turn an interior angle of 205°21'31" and run to the left in a Southwesterly direction a distance of 142.11 feet to a point; thence turn an interior angle of 65°22'21" and run to the right in a Northwesterly direction a distance of 86.79 feet to a point; thence turn an interior angle of 266°00'50" and run to the left in a Southwesterly direction a distance of 152.13 feet to a point; thence turn an interior angle of 198°42'51" and run to the left in a Southwesterly direction a distance of 192.84 feet to a point; thence turn an interior angle of 143°18'59" and run to the right in a

Southwesterly direction a distance of 145.23 feet to a point; thence turn an interior angle of 71°38'37" and run to the right in a Northerly direction a distance of 22.24 feet to a point on the Southeasterly right-of-way of a proposed 50 foot wide road, said point also lying on a curve to the left having a central angle of 26°34'06" and a radius of 275.00 feet; thence turn an interior angle of 134°20'27" to tangent and run in a Northeasterly direction an arc distance of 127.52 feet to a point; thence continue in a Northeasterly direction along said right-of-way tangent to last described curve a distance of 438.87 feet to a point on a curve to the left, said curve having a central angle of 34°22'42" and a radius of 325.00 feet; thence run along said right-of-way and arc of said curve in a Northeasterly to Northerly to Northwesterly direction an arc distance of 195.00 feet to a point; thence continue along said right-of-way tangent to last described curve in a Northwesterly direction a distance of 153.71 feet to a point on a curve to the right having a central angle of 8°50'24" and a radius of 225.00 feet; thence continue along said right-of-way and arc of said curve in a Northwesterly direction an arc distance of 34.71 feet to a point; thence continue along said right-of-way tangent to last described curve in a Northwesterly direction a distance of 179.20 feet to a point on a curve to the right having a central angle of 29°01'03" and a radius of 375.00 feet; thence continue along said right-of-way and arc of said curve in a Northwesterly to Northerly to Northeasterly direction an arc distance of 189.92 feet to a point; thence continue along said right-of-way tangent to last described curve in a Northeasterly direction a distance of 405.16 feet to a point on a curve to the right having a central angle of 30°24'47" and a radius of 475.00 feet; thence continue along said right-of-way and arc of said curve a distance of 252.13 feet to a point; thence continue along said right-of-way tangent to last described curve in a Northeasterly direction a distance of 100.75 feet to a point on a curve to the right having a central angle of 76°05'39" and a radius of 275.00 feet; thence continue along said right-of-way and arc of aid curve in a Northeasterly to Easterly to Southeasterly direction an arc distance of 365.23 feet to a point; thence continue along said right-of-way tangent to last described curve in a Southeasterly direction a distance of 31.31 feet to a point; thence turn an interior angle of 118°41'21" and leaving said right-of-way run to the right in a Southwesterly direction a distance of 268.74 feet to a point; thence turn an interior angle of 261°56'40" and run to the left in a Southeasterly direction a distance of 71.66 feet to a point; thence turn an interior angle of 91°19'00" and run to the right in a Southwesterly direction a distance of 94.00 feet to the POINT OF BEGINNING, contains 26.147 acres, more or less.

**EXHIBIT C**

## LEGAL DESCRIPTION OF HUGH DANIEL DRIVE

Exhibit C

## 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°01'02" and a radius of 400.00 feet; thence along said curve a distance of 125.79 feet; thence tangent to said curve a distance of 74.87 feet to a curve to the left, said curve having a central angle of 13°58'11" and a radius of 979.47 feet; thence along said curve a distance of 238.81 feet; thence tangent to said curve a distance of 122.76 feet to a curve to the left, said curve having a central angle of 3°20'48" and a radius of 2053.94 feet; thence along said curve a distance of 119.97 feet to the point of ending of said 80 foot right-of-way and the point of beginning of a 100 foot right-of-way being 50 feet either side of the centerline; thence tangent to said curve a distance of 208.93 feet to a curve to the right, said curve having

a central angle of 160°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°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°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°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°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°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°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°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°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°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°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°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°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°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 Dunnavant Valley Road. All lying in Sections 32, 33 and 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 28.992 acres.

Inst # 1995-16400

06/22/1995-16400
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
022 MCD 65.50