

STATE OF ALABAMA)

Primary Lease

COUNTY OF SHELBY)

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the 17th day of January, 1996 by and among SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Mortgagee"), DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Lessor"), and DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership ("Lessee").

Inst # 1996-01845

R E C I T A L S:

Lessor and Lessee have heretofore entered into a Ground Lease dated as of January 1, 1990, which has been amended by First Amendment thereto dated as of March 26, 1992, Second Amendment thereto dated as of February 2, 1993 and Third Amendment thereto dated as of January 12, 1996 (which, together with all subsequent amendments and modifications thereto, is hereinafter collectively referred to as the "Lease"), pursuant to which Lessor has leased to Lessee certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Golf Club Property"). A Memorandum of Ground Lease dated as of January 1, 1990 evidencing the Lease has been executed by Lessor and Lessee and recorded in Real 312, Page 268 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), which Memorandum of Ground Lease has been amended by First Amendment thereto dated as of March 26, 1992 and recorded as Instrument No. 1992-4725 in the Probate Office and Second Amendment thereto dated as of February 2, 1993 and recorded as Instrument No. 1993-3126 in the Probate Office.

Contemporaneously herewith, Lessor has entered into a Mortgage and Security Agreement dated as of the date hereof (which, together with all subsequent amendments and modifications thereto, is hereinafter collectively referred to as the "Mortgage") in favor of Mortgagee which has been recorded as Instrument No. 1996- 1842 in the Probate Office. The Mortgage encumbers certain real property situated in Shelby County, Alabama (the "Property") which is more particularly described in the Mortgage. The Property includes all of the Golf Club Property. Lessee has joined in the execution of the Mortgage solely for the purpose of encumbering its leasehold interest in the Golf Club Property.

Contemporaneously herewith, Lessor and Lessee have entered into an Assignment of Rents and Leases (which, together with all subsequent amendments and modifications

thereto, is hereinafter collectively referred to as the "Assignment of Rents") in favor of Mortgagee which has been recorded as Instrument No. 1996-1843 in the Probate Office.

Under the Mortgage, Lessor has also granted to Mortgagee a security interest in all tangible and intangible personal property owned by Lessor and either located on or used in connection with the Property, as evidenced by UCC Financing Statements filed with the Alabama Secretary of State and with the Probate Office (collectively, the "Financing Statements"). Lessee has joined in the execution of the Financing Statements in order to perfect Mortgagee's security interest in all tangible and intangible personal property owned or used by Lessee on or with respect to the Golf Club Property. The Mortgage, the Assignment of Rents and the Financing Statements are hereinafter collectively referred to as the "Loan Instruments".

Mortgagee desires that Lessee agree and acknowledge that the Lease and all of Lessee's rights thereunder are subject and subordinate to the Loan Instruments.

Lessee is willing to agree and acknowledge that its rights under the Lease are subject and subordinate to the Loan Instruments, provided that Lessee be given certain assurances of continued possession of the Golf Club Property and the continuation of its rights under the Lease in the event of the foreclosure of the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree as follows:

1. **Approval of Lease and No Defaults.**

(a) Mortgagee does hereby approve and consent to the execution of the Lease.

(b) Lessor does hereby represent and warrant to Lessee and Mortgagee that, as of the date hereof:

(i) The Lease is in full force and effect and, except as disclosed herein, has not been modified, changed, altered or amended in any respect;

(ii) To the best of Lessor's knowledge, no default by Lessee under the Lease has occurred and no event has occurred and no condition exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease; and

(iii) To the best of Lessor's knowledge, Lessee has performed all of its obligations under the Lease that were due to be performed on or before the date hereof.

(c) Lessee does hereby represent and warrant to Lessor and Mortgagee that, as of the date hereof:

(i) The Lease is in full force and effect and, except as disclosed herein, have not been modified, changed, altered or amended in any respect;

(ii) To the best of Lessee's knowledge, no default by Lessor under the Lease has occurred and no event has occurred and no condition exists which, with notice or the passage of time or both, would constitute a default by Lessor under the Lease; and

(iii) To the best of Lessee's knowledge, Lessor has performed all of its obligations under the Lease that were due to be performed on or before the date hereof.

2. **Acknowledgement of Subordination of Lease.** Subject to the terms and provisions of this Agreement, Lessee hereby acknowledges and agrees that the Lease and the rights of Lessee thereunder are subject and subordinate to the lien of the Mortgage and the rights of Mortgagee under the Loan Instruments.

3. **Nondisturbance.**

(a) So long as Lessee is not in default (after the expiration of any applicable cure periods) in (i) the payment of any sums payable under the Lease or (ii) the performance of any of the terms, covenants or provisions of the Lease (items (i) and (ii) are hereinafter collectively referred to as a "Lessee Default"), Lessee's rights and privileges under the Lease and Lessee's possession, use, enjoyment and occupancy of the Golf Club Property and its right to purchase the Golf Club Property pursuant to the purchase option set forth in the Lease shall not be disturbed or interfered with by Mortgagee.

(b) Upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or any other action by Mortgagee under the Loan Instruments which results in Mortgagee acquiring title to or any interest in the Golf Club Property, and for so long as no Lessee Default has occurred which has not been cured within any applicable cure period, then (i) Mortgagee shall succeed to Lessor's interest in the Lease, subject to all of the terms and provisions of the Lease, (ii) the Lease and Lessee's rights and privileges thereunder shall not be affected or disturbed, but shall continue in full force and effect, (iii) Lessee shall be entitled to the lawful, quiet and peaceful possession and use of the Golf Club

Property and shall have the right to enjoy all of the rights and privileges set forth in the Lease without any hindrance, ejection, molestation or interference by any person whatsoever and (iv) Mortgagee shall be bound to Lessee under all of the terms, covenants, conditions of the Lease except that, in no event, shall Mortgagee be:

- (1) Bound by any amendments or modifications to the Lease made without the consent of Mortgagee as required herein; or
- (2) Liable for any act or omission of any prior lessor under the Lease (including Lessor).

In any action or proceeding brought by Mortgagee to enforce its rights upon the occurrence of any default by Lessor under the Loan Instruments, Mortgagee agrees not to join Lessee as a party defendant, unless required by applicable law.

4. **Attornment.** Upon and after a foreclosure of the Mortgage, any conveyance or deed in lieu thereof or the taking of any other action by Mortgagee under the Loan Instruments which results in Mortgagee acquiring title to or any interest in the Golf Club Property, Lessee shall be bound to Mortgagee under and pursuant to all of the terms, covenants and other provisions of the Lease for the balance of the term thereof with the same force and effect as if Mortgagee were the "lessor" named in the Lease and Lessee does hereby agree to attorn to Mortgagee as its lessor under the Lease, such attornment to be effective and self-operating immediately upon the foreclosure of the Mortgage or the occurrence of any other events described in this Paragraph 4 which results in Mortgagee acquiring any interest in the Golf Club Property, without the execution of any further instrument by any of the parties to this Agreement.

5. **Amendments.** This Agreement may only be amended, supplemented or terminated in writing, signed by all of the parties hereto. Neither the Lease nor the rights of the parties thereto shall be amended, modified or supplemented in any respect except with the prior written consent of Mortgagee.

6. **Notice of Default and Right to Cure.** Lessee shall give prompt written notice to Mortgagee of any default by Lessor under the Lease if such default is of such a nature as to give to Lessee a right (a) to terminate the Lease, (b) to reduce the rent payable by Lessee for the Golf Club Property or (c) to credit or offset any amounts against future sums due to Lessor under the Lease. If, within thirty (30) days after receipt of such notice, Mortgagee commences to cure such default and thereafter diligently pursues to completion the curing of such default, Lessee agrees that it will not exercise any of its rights or remedies afforded under the Lease.

7. **Insurance Proceeds and Condemnation Award.** Notwithstanding anything provided in the Loan Instruments to the contrary, so long as Lessee is not then in default in the payment of any sums or the performance of any of its obligations under the Lease, Mortgagee agrees to permit any casualty or condemnation proceeds or award received upon the occurrence of any fire or other casualty to, or the taking by eminent domain or condemnation of, any portion of the Golf Club Property to be used for the restoration of the "Improvements" on the Golf Club Property, as such term is defined in the Lease.

8. **Completeness; Modification.** This Agreement supersedes all prior oral discussions, understandings, agreements and negotiations between the parties hereto with respect to the matters expressly set forth herein. This Agreement may be modified only by a written instrument duly executed by all of the parties hereto.

9. **Successors and Assigns.** The term "Mortgagee" as used herein shall be deemed to include the Mortgagee named herein and all of its successors and assigns and any party who shall succeed to Lessor's interest in the Golf Club Property by, through or under foreclosure of the Mortgage, any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Loan Instruments which results in Mortgagee or its successors or assigns acquiring title to or any interest in the Golf Club Property, and shall specifically include any third party purchaser at a foreclosure sale. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Governing Law and Construction.** This Agreement shall be governed by, construed and interpreted in accordance with, the laws in the State of Alabama.

11. **Counterparts.** This Agreement may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signature on behalf of all parties hereto appear on each counterpart hereof and it shall be sufficient that the signature on behalf of all parties hereto appear on one or more such counterparts. All such counterparts shall collectively constitute a single agreement.

12. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Notices.** All notices, requests, demands and other communications herein permitted or required shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or any other comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at their addresses and with

such copies designated below. Any notice, request, demand or other communication delivered or sent in the aforesaid manner shall be deemed given and received or made when actually delivered to the intended recipient or sent as set forth in this Section 13, addressed as follows:

| | |
|------------|--|
| Lessor: | Daniel Oak Mountain Limited Partnership 1200 Corporate Drive Meadow Brook Corporate Park Birmingham, Alabama 35242 Attention: Stephen R. Monk |
| Lessee: | Daniel Links Limited Partnership 1200 Corporate Drive Meadow Brook Corporate Park Birmingham, Alabama 35242 Attention: Stephen R. Monk |
| Mortgagee: | SouthTrust Bank of Alabama, National Association P.O. Box 2554 (35290) 420 N. 20th Street Birmingham, Alabama 35203 Attention: Commercial Real Estate Department, 11th Floor |

Any party hereto may change its address or designate different or other persons or entities to receive copies of all notices by notifying the other parties in the manner described in this Paragraph 13.

14. **Heading.** The headings of the articles and sections hereof are inserted for convenience of reference only and shall not be deemed to constitute a part of this Agreement.

15. **Further Assurances.** The parties hereto agree to sign, execute and deliver or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of any party hereto, any and all agreements, instruments, papers, deeds, acts or things as may be reasonably required by any party hereto for the purpose of confirming the agreements contained herein.

16. **Exercise of Purchase Option.** Mortgagee agrees to release the Golf Club Property from the lien of the Mortgage and all other Loan Instruments upon the exercise of

the purchase option by Lessee as provided in the Lease and Mortgagee further agrees to execute and deliver to Lessee such releases, instruments, documents or other agreements reasonably requested or required in order to evidence the release of the Golf Club Property from the lien of the Mortgage and all other Loan Instruments upon the exercise of the aforesaid purchase option by Lessee. Any costs incident to the foregoing shall be paid by Lessee.

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

LESSOR:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

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

By: 

Its: 

LESSEE:

DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, Its General Partner

By: 

Its: Sr. V.P.

MORTGAGEE:

**SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION**, a national
banking association

By: [Signature]

Its: Assistant Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

GIVEN under my hand and official seal this 17th day of January,
1996.

[Signature: Sheila L. Ellis]
Notary Public
My Commission Expires: 2/26/98

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

GIVEN under my hand and official seal this 17th day of January, 1996.

Shirley L. Ellis
Notary Public
My Commission Expires: 2/26/98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, a Notary Public in and for said County in said State, hereby certify that Stephen T. Hodges, whose name as Asst. V.P. of SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

GIVEN under my hand and official seal this 17th day of January, 1996.

Danella A. West
Notary Public
My Commission Expires: 8-8-99

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

EXHIBIT A

DESCRIPTION: Greystone Golf Course

The Greystone Golf Course Property consists of the following described real property less and except Exception Parcel 1 and Exception Parcel 2 as described below:

To locate the point of beginning commence at the northwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence run south along west boundary of said section 33 a distance of 712.87 feet to the point of beginning; thence with a deflection angle of $100^{\circ}51'11''$ to the right run in a westerly direction a distance of 75.1 feet to a point; thence with an interior angle of $153^{\circ}32'19''$ to the right run in a westerly direction a distance of 548.28 feet to a point; thence with an interior angle of $214^{\circ}22'39''$ to the right run in a northwesterly direction a distance of 219.54 feet to a point, said point being on a curve to the left having a central angle of $96^{\circ}52'52''$ and a radius of 25.00 feet; thence run along said curve a distance of 42.27 feet to a curve to the right having a central angle of $3^{\circ}57'12''$ and a radius of 2484.18 feet; thence run along said curve a distance of 171.40 feet to a point; thence run in a westerly direction a distance of 133.3 feet to a point on a curve to the left said curve having a central angle of $1^{\circ}15'19''$ and a radius of 2424.13 feet; thence run along curve a distance of 53.11 feet to a curve to the left having a central angle of $90^{\circ}06'21''$ and a radius of 25.00 feet; thence run along curve a distance of 39.32 feet to a curve to the right having a central angle of $25^{\circ}00'00''$ and a radius of 721.69 feet; thence run along curve a distance of 314.90 feet to a curve to the left having a central angle of $1^{\circ}11'09''$ and a radius of 966.30 feet; thence run along curve a distance of 20.00 feet to the east boundary of Lot 1A of the Resurvey of Lot 1 Greystone 2nd Sector; thence run on the east boundary of said Lot 1A a distance of 164.39 feet to a point; thence run along east boundary of said Lot 1A a distance of 100.00 feet to a point; thence run along east boundary of said Lot 1A a distance of 348.09 feet to a point; thence run along east boundary of said Lot 1A a distance of 770.70 feet to a point; thence run along east boundary of said Lot 1A a distance of 433.71 feet to a point; thence run along east boundary of said Lot 1A a distance of 207.41 feet to a point; thence run along east boundary of said Lot 1A a distance of 739.16 feet to a point; thence run along east boundary of said Lot 1A a distance of 200.00 feet to the east boundary of Lot 1E of said Resurvey of Lot 1 Greystone 2nd Sector; thence run along the east boundary of said Lot 1E a distance of 712.42 feet to a point; thence run along east boundary of said Lot 1E a distance of 200.99 feet to a point; thence with an interior angle of $60^{\circ}08'52''$ to the right run in a northeasterly direction a distance of 153.32 feet to a point; thence with an interior angle of $266^{\circ}27'23''$ to the right run in a southeasterly direction a distance of 7.25 feet to a point; thence with an interior angle of $85^{\circ}53'41''$ to the right run in a easterly direction a distance of 21.56 feet to a point; thence with an interior angle of $272^{\circ}39'27''$ to the right run in a southeasterly direction a distance of 215.68 feet to a point; thence with an interior angle of $99^{\circ}27'24''$ to the right run in a northeasterly direction a distance of 584.17 feet to a point; thence with an interior angle of $213^{\circ}08'22''$ to the right run in a southeasterly direction a distance of 168.10 feet to a point; thence with an interior angle of $145^{\circ}24'28''$ to the right run in a northeasterly direction a distance of 161.40 feet to a point; thence with an interior angle of $151^{\circ}20'43''$ to the right run in a northeasterly direction a distance of 553.60 feet to a point on the northwest right-of-way of Greystone Drive (a private roadway); thence with an interior angle of $177^{\circ}31'24''$ to the right run in a northeasterly direction on the northwest right-of-way of said Greystone Drive (a private roadway) a distance of 375.41 feet to a

point said point being on a curve to the right having a central angle of $12^{\circ}33'24''$ and a radius of 1678.31 feet; thence turn $183^{\circ}13'26''$ to the right and run in a northeasterly direction a chord distance of 367.04 feet to the southwest corner of Lot 13 of Greystone 1st Sector, Phase 1, a subdivision which is recorded in Map Book 14 at page 91 in the office of the Judge of Probate of Shelby County, Alabama; thence run in a northeasterly direction on the west boundary of said Lot 13 a distance of 61.61 feet to a point; thence run in a northwesterly direction on the west boundary of said Lot 13 a distance of 134.89 feet to a point; thence run in a northeasterly direction along the boundary of Lots 13, 14, 15, 16, 17, 18 & 19 a distance of 875.47 feet to a point; thence run in a northeasterly direction along the boundary of Lots 19, 20, 21, 22, 23 & 24 a distance of 796.98 feet to a point; thence run in a northeasterly direction along the north boundary of Lots 24 & 25 a distance of 274.42 feet to a point, said point being the NW corner of Lot 16 of St. Charles at Greystone a subdivision which is recorded in Map Book 16 at Page 5 in the Office of the Judge of Probate of Shelby County, Alabama; thence run northeasterly along the boundary line of Lots 16, 15, 14 & 13 of said St. Charles at Greystone to a point, said point being the NW corner of Lot 1 of Greystone 4th Sector a subdivision which is recorded in Map Book 16 at Page 89 in said Office of the Judge of Probate; thence run northeasterly along the boundary line of Lots 1 & 2 to a point; thence run easterly along the north boundary line of said Lot 2 to a point; thence run southeasterly on the boundary line of Lots 2, 3 & 4 to a point; thence run easterly to a point on Lot 5; thence run northeasterly along the back boundary line of Lots 5-29; thence run easterly to the NW corner of Lot 30 of said St. Charles at Greystone; thence run easterly along the north boundary of said Lot 30 a distance of 132.82 feet to a point; thence run northeasterly and along the north boundary of said Lot 30 a distance of 89.48 feet to the northeast corner of said Lot 30; thence continue last direction a distance of 382.57 feet to a point; thence with an interior angle of $183^{\circ}36'46''$ to the right run in a northeasterly direction a distance of 279.81 feet to a point; thence with an interior angle of $149^{\circ}59'56''$ to the right run in a northeasterly direction a distance of 619.97 feet to a point; thence with an interior angle of $176^{\circ}40'44''$ to the right run in a northeasterly direction a distance of 261.21 feet to a point; thence with an interior angle of $172^{\circ}58'36''$ to the right run in a northeasterly direction a distance of 174.33 feet to a point; thence with an interior angle of $96^{\circ}00'23''$ to the right run in a northwesterly direction a distance of 178.87 feet to a point; thence with an interior angle of $215^{\circ}56'01''$ to the right run in a northwesterly direction a distance of 342.45 feet to a point; thence with an interior angle of $166^{\circ}31'54''$ to the right run in a northwesterly direction a distance of 308.45 feet to a point; thence with an interior angle of $171^{\circ}59'15''$ to the right run in a northwesterly direction a distance of 218.99 feet to a point; thence with an interior angle of $133^{\circ}54'53''$ to the right run in a westerly direction a distance of 168.19 feet to a point; thence with an interior angle of $150^{\circ}32'20''$ to the right run in a southwesterly direction a distance of 99.42 feet to a point; thence with an interior angle of $165^{\circ}41'11''$ to the right run in a southwesterly direction a distance of 1090.35 feet to a point; thence with an interior angle of $185^{\circ}39'05''$ to the right run in a southwesterly direction a distance of 503.75 feet to a point; thence with an interior angle of $204^{\circ}47'14''$ to the right run in a southwesterly direction a distance of 305.13 feet to a point; thence with an interior angle of $161^{\circ}02'37''$ to the right run in a southwesterly direction a distance 198.26 feet to a point; thence with an interior angle of $136^{\circ}05'49''$ to the right run in a southwesterly direction a distance of 173.15 feet to a point; thence with an interior angle of $215^{\circ}13'22''$ to the right run in a southwesterly direction a

distance of 169.98 feet to a point; thence with an interior angle of $173^{\circ}30'45''$ to the right run in a southwesterly direction a distance of 641.02 feet to a point; thence with an interior angle of $221^{\circ}02'02''$ to the right run in a westerly direction a distance of 548.59 feet to a point; thence with an interior angle of $151^{\circ}23'14''$ to the right run in a southwesterly direction a distance of 55.83 feet to a point; thence with an interior angle of $221^{\circ}11'14''$ to the right run in a northwesterly direction a distance of 452.84 feet to a point; thence with an interior angle of $180^{\circ}56'49''$ to the right run in a northwesterly direction a distance of 207.30 feet to a point; thence with an interior angle of $159^{\circ}19'19''$ to the right run in a southwesterly direction a distance of 55.95 feet to a point; thence with an interior angle of $175^{\circ}06'04''$ to the right run a southwesterly direction a distance of 215.06 feet to a point; thence with an interior angle of $129^{\circ}57'00''$ to the right run in a southwesterly direction a distance 65.85 feet to a point; thence with an interior angle of $154^{\circ}05'02''$ to the right run in a southerly direction a distance of 89.15 feet to a point; thence with an interior angle of $179^{\circ}58'30''$ to the right run in a southeasterly direction a distance of 739.24 feet to a point; thence with an interior angle of $170^{\circ}29'22''$ to the right run in a southeasterly direction a distance of 425.53 feet to a point; thence with an interior angle of $251^{\circ}07'20''$ to the right run in a southwesterly direction a distance of 123.59 feet to a point; thence with an interior angle of $253^{\circ}57'03''$ to the right run in a northwesterly direction a distance of 363.10 feet to a point; thence with an interior angle of $156^{\circ}12'51''$ to the right run in a northwesterly direction a distance of 143.28 feet to a point; thence with an interior angle of $184^{\circ}37'42''$ to the right run in a northwesterly direction a distance of 216.41 feet to a point; thence with an interior angle of $128^{\circ}36'14''$ to the right run in a southwesterly direction a distance of 54.27 feet to a point; thence with an interior angle of $221^{\circ}37'17''$ to the right run in a northwesterly direction a distance of 457.6 feet to a point; thence with an interior angle of $160^{\circ}00'46''$ to the right run in a westerly direction a distance of 81.19 feet to a point; thence with an interior angle of $114^{\circ}12'19''$ to the right run in a southwesterly direction a distance of 74.43 feet to a point; thence with an interior angle of $157^{\circ}29'59''$ to the right run in a southerly direction a distance of 172.8 feet to a point; thence with an interior angle of $196^{\circ}24'45''$ to the right run in a southwesterly direction a distance of 494.37 feet to a point; thence with an interior angle of $185^{\circ}26'45''$ to the right run in a southwesterly direction a distance of 634.87 feet to a point; thence with an interior angle of $266^{\circ}29'15''$ to the right run in a northwesterly direction a distance of 210.02 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:
EXCEPTION PARCEL 1

For the point of beginning commence at the eastern most corner of Lot 27 of Greystone 1st Sector Phase 1 a subdivision which is recorded in Map Book 14 at Page 91 in the Office of the Judge of Probate of Shelby County, Alabama; thence run southwesterly along the back boundary Line of Lots 27-48 of said Greystone 1st Sector Phase 1 to the SE corner of Lot 49 of Greystone 1st Sector Phase 2 as recorded in Map Book 15 at Page 58; thence run westerly along the back boundary line of Lots 49-51 to a point; thence run northerly along the back boundary line of Lots 51-62 to the SW corner of Lot 74 of said Greystone 1st Sector Phase 2; thence run northerly along the north boundary of said Lot 82 a distance of 223.55 feet to a point on the west right-of-way of Shandwick Place; thence run northeasterly on the right-of-way of Shandwick Place a distance of 267.58 feet to a curve to the left having a central angle of $86^{\circ}03'19''$ and a radius of 25.00 feet; thence along said curve a distance of 37.55 feet to a point on the south right-of-way of King Stables Drive; thence along a curve to the right having a central angle of $12^{\circ}44'45''$ and a radius of 774.50 feet a distance of 72.14 feet to a point; thence with an interior angle of $100^{\circ}05'37''$ to the left run in a northeasterly direction a distance of 42.02 feet to a point; thence with an interior angle $118^{\circ}10'39''$ to the left run in a easterly direction a distance of 30.09 feet to the NW corner of Lot 135 of said Greystone 1st Sector Phase 2; thence run along the back boundary line of Lots 135-140 to the SW corner of Lot 17 of St. Ives at Greystone a subdivision which is recorded in Map Book 15 at Page 70; thence northeasterly along the back boundary line of Lot 17, 16, 15, 14, 13, 12, 11, 10, 9, 8 & 7 to a point; thence run southerly along the back boundary line of Lot 7, 6 & 5 to the NW corner of Lot 1 of said St. Ives at Greystone; thence run southeasterly along the north boundary of said Lot 1 a distance of 163.17 feet to a point, said point being on the west right-of-way of Greystone Drive a (private roadway); thence with an interior angle of $207^{\circ}07'54''$ to the left run in a easterly direction a distance of 60.00 feet to the east right-of-way of said Greystone Drive a (public roadway); thence along a curve to the right having a central angle of $11^{\circ}34'54''$ and a radius of 378.39 feet a distance of 75.98 feet to a point; thence tangent to curve a distance of 155.00 feet to a curve to the right having a central angle of $29^{\circ}00'00''$ and a radius of 880.68 feet a distance of 445.75 feet to a point; thence tangent to said curve a distance of 255.00 feet to a curve to the right having a central angle of $23^{\circ}23'19''$ and a radius of 408.54 feet a distance of 166.77 feet to a point; thence westerly and radial to said curve a distance of 60.00 feet to a point; thence northerly along a curve to the right having a central angle of $16^{\circ}57'55''$ and a radius of 468.54 feet a distance of 138.74 feet to a curve to the left having a central angle of $83^{\circ}36'06''$ and a radius of 25.00 feet a distance of 36.48 feet to a point on the south right-of-way of King Stables Drive; thence northwesterly along the south right-of-way of said King Stables Drive a distance of 36.39 feet to the NE corner of Lot 26A of the resurvey of Lot 26 of Greystone 1st Sector Phase 1; thence southwesterly along the east boundary of said Lot 26A a distance of 207.51 feet to the point of beginning (said Exception Parcel 1 containing 135.514 Acres).

ALSO LESS AND EXCEPT THE FOLLOWING:
EXCEPTION PARCEL 2

To locate the point of beginning commence at the northeast corner of the SW $\frac{1}{4}$ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama; thence run south on the east boundary of said SW $\frac{1}{4}$ a distance of 1312.01 feet to the point of beginning; thence with a deflection angle of 91°50'24" to the right run in a westerly direction a distance of 15.00 feet to a point; thence with an interior angle of 189°13'13" to the right run in a westerly direction a distance of 247.59 feet to a point; thence with an interior angle of 162°57'07" to the right run in a westerly direction a distance of 609.29 feet to a point; thence with an interior angle of 75°40'41" to the right run in a southeasterly direction a distance of 331.15 feet to a point; thence with an interior angle of 203°10'50" to the right run in a southerly direction a distance of 410.37 feet to a point; thence with an interior angle of 169°24'32" to the right run in a southerly direction a distance of 197.73 feet to a point; thence with an interior angle of 167°20'57" to the right run in a southeasterly direction a distance of 126.02 feet to a point; thence with an interior angle of 135°28'28" to the right run in a southeasterly direction a distance of 140.55 feet to a point; thence with an interior angle of 190°00'04" to the right run in a southeasterly direction a distance of 226.01 feet to a point; thence with an interior angle of 181°53'00" to the right run in a southeasterly direction a distance of 563.43 feet to a point; thence with an interior angle of 85°53'13" to the right run in a northeasterly direction a distance of 610.14 feet to a point; thence with an interior angle of 162°06'41" to the right run in a northeasterly direction a distance of 632.25 feet to a point; thence with an interior angle of 266°28'22" to the right run in a southeasterly direction a distance of 241.03 feet to a point; thence with an interior angle of 137°33'54" to the right run in a northeasterly direction a distance of 532.25 feet to a point; thence with an interior angle of 174°42'51" to the right run in a northeasterly direction a distance of 298.75 feet to a point; thence with an interior angle of 157°09'46" to the right run in a northeasterly direction a distance of 560.27 feet to a point; thence with an interior angle of 254°52'12" to the right run in a southeasterly direction a distance of 285.01 feet to a point; thence with an interior angle of 29°59'15" to the right run in a northwesterly direction a distance of 36.44 feet to a point; thence with an interior angle of 283°59'26" to the right run in northeasterly direction a distance of 365.57 feet to a point; thence with an interior angle of 174°47'04" to the right run in a northeasterly direction a distance of 489.95 feet to a point; thence with an interior angle of 162°33'43" to the right run in a northeasterly direction a distance of 567.98 feet to a point; thence with an interior angle of 173°03'44" to the right run in a northeasterly direction a distance of 331.60 feet to a point; thence with an interior angle of 129°04'15" to the right run in a northwesterly direction a distance of 97.70 feet to a point; thence with an interior angle of 87°23'04" to the right run in a southwesterly direction a distance of 44.36 feet to a point; thence with an interior angle of 247°23'57" to the right run in a northwesterly direction a distance of 68.35 feet to a point; thence with an interior angle of 251°49'00" to the right run in a northeasterly direction a distance of 35.15 feet to a point; thence with interior angle of 103°41'20" to the right run in a northwesterly direction a distance of 274.30 feet to a point; thence with an interior angle of 197°45'59" to the right run in a northwesterly direction a distance of 187.59 feet to a point; thence with an interior angle of 146°10'38" to the right run in a northwesterly direction a distance of 92.00 feet to a point; thence with an interior angle of 102°20'00" to the right run in a southwesterly direction a distance of 425.80 feet to a point; thence with an interior angle of

182°24'00" to the right run in a southwesterly direction a distance of 514.53 feet to a point; thence with an interior angle of 188°36'00" to the right run in a southwesterly direction a distance of 241.64 feet to a point; thence with an interior angle of 191°21'31" to the right run in a southwesterly direction a distance of 464.23 feet to a point; thence with an interior angle of 202°42'13" to the right run in a southwesterly direction a distance of 246.05 feet to a point; thence with an interior angle of 188°55'37" to the right run in a westerly direction a distance of 205.06 feet to a point; thence with an interior angle of 137°30'38" to the right run in a southwesterly direction a distance of 172.25 feet to a point; thence with interior angle of 163°27'13" to the right run in a southwesterly direction a distance of 657.69 feet to a point; thence with an interior angle of 169°23'25" to the right run in a southwesterly direction a distance of 155.90 feet to a point; thence with an interior angle of 223°29'17" to right run in a southwesterly direction a distance of 225.03 feet to a point; thence with an interior angle of 207°41'52" to the right run in a northwesterly direction a distance of 438.39 feet to the point of beginning (said Exception Parcel 2 containing 92.716 Acres).

All lying and being in the E½ of Section 32, the W½ of Section 33, the NE¼ of Section 33, the S½ of Section 28, the NE¼ of Section 28 and the W½ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama and containing 194.072 Acres.

Inst # 1996-01845

08-33-1996-01845
AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
016 HCB
46.00