

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (this "Declaration") is made February 20, 1997 by **BIRMINGHAM REALTY COMPANY**, an Alabama corporation (together with its successors and assigns and any entity, person, or firm owned or controlled by, owning or controlling, or under common ownership or control therewith, and their respective successors and assigns, "Owner").

RECITALS

1. Owner is the owner of that certain real property located in the County of Shelby, State of Alabama, as described on Exhibit "B" attached hereto (the "Shopping Center") and shown on the Site Plan attached hereto as Exhibit "A" (the "Site Plan"), the Outparcel described on Exhibit "C" (the "Outparcel"), the Future Development Area described on Exhibit "D" (the "Future Development Area"), and Owner may own certain other real property hereinafter referred to as "Owner's Remaining Land", which term shall refer to all real property other than the Outparcel or Future Development Area owned or controlled by Owner and located within one-quarter (1/4) of a mile of any boundary of the Shopping Center.

2. Owner is the landlord under that certain lease dated February 4, 1997, between Owner and WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation ("Tenant") pursuant to which Tenant leases a portion of the Shopping Center (the "Premises").

3. Owner intends by this Declaration to grant certain easement and other rights and impose certain use restrictions upon the Shopping Center, the Outparcel, Future Development Area, and Owner's Remaining Land for the benefit of Owner, its future tenants, licensees, invitees, and other occupants and for the benefit of Tenant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares that the Shopping Center, Outparcel, Future Development Area and Owner's Remaining Land, shall be sold, transferred, leased, conveyed, owned, and occupied subject to the following:

I. RESTRICTIONS

1.1 Restrictions on Use. (a) The Shopping Center and Outparcel shall be restricted against use of all or any portion thereof as any of the following: dance hall, bar, tavern or lounge; "teen lounge," pawn shop, massage parlor, strip joint, spa, health club, or pornographic store; carnival, theater, fair or entertainment facility; church; flea market; pool hall, bowling alley, video arcade, bingo parlor, or game room; roller rink; funeral home or undertaking business; business or professional offices, except that business and professional offices (including finance company offices, dentist/physician offices, or insurance offices) of a type dealing with the public and with no more than ten employees or owners using each individual space at a time may be located in up to 3,000 square feet of space located in line with the Premises, but more than 40 feet from any exterior wall of the Premises, or may be located on the Outparcel or Future Building Pad as shown on Exhibit "A" (without restriction as to the number of employees or owners provided above); penal or correctional institution; or storage or manufacture of explosives or other flammable or hazardous materials; a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors which is a public or private nuisance or which emits noise or sound which are objectionable to a person of reasonable judgment due to intermittence, beat, frequency, shrillness or loudness or which creates unusual or unreasonable risk of fire, explosion or other hazards or damage to property or injury to or death of one or more persons.

(b) The Future Development Area shall be restricted against use of all or any portion thereof as a massage parlor, strip joint, pornographic store, flea market, or for storage or manufacture of explosives or other flammable or hazardous materials, a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors which is a public or private nuisance or which emits noise or sound which are objectionable to a person of reasonable judgment due to intermittence, beat, frequency, shrillness or loudness or which creates unusual or unreasonable risk of fire, explosion or other hazards or damage to property or injury to or death of one or more persons.

(c) No portion of the Shopping Center, Outparcel, Future Development Area or Owner's Remaining Land, except for the Premises, shall be used as a supermarket, grocery store, meat market, fish, seafood, fruit or vegetable market, bakery, delicatessen, dairy products or frozen food business, with the exceptions that: (1) a business or businesses may sell fancy or staple groceries, meats, fish, seafood, fruit, vegetables, bakery goods, dairy products or frozen foods in the lesser of 1000 square feet of sales area or ten percent (10%) of the square foot area of any storeroom incidental only to the conduct of another business; (2) a restaurant located no closer than 40 feet of any boundary of the Premises may sell prepared, ready-to-eat food items for consumption either on or off site; (3) a package store or a drug store in the Shopping Center or Future Development Area or a gasoline and convenience store on the Outparcel may sell beer and wine for off-premises consumption; (4) an ice cream/frozen yogurt shop, a doughnut or bagel shop, and/or a health foods store not selling perishables shall be permitted on any parcel, provided that if it is located in the Shopping Center, Outparcel or Future Development Area, such use may not exceed 2400 square feet; (5) a sandwich shop, pizza shop or restaurant shall be permitted in the Shopping Center so long as such use has a seating capacity of less than 48 persons, and a sandwich shop, pizza shop or restaurant shall be permitted on the Future Building Pad (4200 square feet) without regard to the number of persons.

(d) Except as specified in paragraph 1.1(c) above, the Premises shall be subject in all respects to all restrictions and other provisions of the foregoing paragraph 1.1.

1.2 Restrictions on Building Height and Size. Construction of buildings and other improvements in the Outparcel shall be restricted to 25% of the ground area of the Outparcel, with the remainder of the Outparcel to be comprised of Common Areas consisting of parking and landscaped areas. No structure, other than the Store, erected in the Shopping Center or Outparcel shall exceed a maximum vertical building height of 25 feet measured from ground level.

The restrictions in Article I of this Declaration shall terminate upon the first to occur of the following (1) seventy-five (75) years after the date hereof, or (2) the date that Tenant permanently ceases to operate a mercantile, retail, or service business in the Store.

II.

ATTORNEYS' FEES/ENFORCEMENT

Owner and Tenant shall be entitled to bring a legal or equitable action to enforce this Declaration without the joinder of all other owners.

If Owner or Tenant commences a legal proceeding to enforce any of the terms of this Declaration, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs (whether incurred in preparation for or at trial, on appeal, or in bankruptcy) from the other party.

III.

MODIFICATION

This Declaration may be modified or amended by owners owning one hundred percent (100%) of the

real property comprising the Shopping Center, Outparcel, Future Development Area, and Owner's Remaining Land, which modification or amendment shall become effective upon (1) the written consent of Tenant if Tenant is then a tenant of the Shopping Center, which may be granted or withheld in its sole discretion, and (2) filing same in the real property records of Shelby County, Alabama.

IV. **EASEMENTS**

4.1 Ingress and Egress.

(a) Owner hereby grants to each tenant of the Shopping Center (but only so long as such tenant remains a tenant of the Shopping Center), to Tenant, and their respective employees, contractors, deliverymen, agents, customers, invitees, licensees, and assigns, a nonexclusive, irrevocable easement for the purpose of ingress and egress by vehicular and pedestrian traffic upon, over, across, and through the common areas of the Shopping Center existing from time to time.

(b) Owner shall have the right to temporarily close any part of the common areas to the extent necessary to conduct routine maintenance, repairs, and alterations thereof; provided, however, that Owner shall use its reasonable efforts to perform such maintenance, repairs, or alterations, at times and in a manner so as to minimize any adverse impact on the operation of any business within the Shopping Center or Future Development Area.

(c) Owner shall have the right to temporarily close any part of the common areas as necessary to prevent the public from obtaining prescriptive rights therein, provided that (1) such closure does not exceed the minimum time period required pursuant to applicable law to prevent such prescriptive rights, and (2) Owner uses its reasonable efforts to minimize any adverse impact on the operation of any business within the Shopping Center or Future Development Area.

V. **GENERAL PROVISIONS**

5.1 Covenants Run With the Land. The provisions of this Declaration shall operate as covenants running with the land comprising the Shopping Center, the Premises, Outparcel, Future Development Area, and Owner's Remaining Land and shall inure to the benefit of Tenant, its successors and assigns.

5.2 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

5.3 Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

5.4 Captions. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof.

5.5 Governing Law. This Declaration shall be construed and enforced in accordance with, and governed by, the law of the State of Alabama.

5.6 No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any owner.

5.7 Exhibits. The following Exhibits attached hereto are hereby incorporated into this Declaration by reference:

Exhibit "A" - Site Plan
Exhibit "B" - Legal Description of the Shopping Center
Exhibit "C" - Outparcel
Exhibit "D" - Future Development Area

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Witnesses:

Owner:

BIRMINGHAM REALTY COMPANY, an
Alabama corporation

James L. Carnes
Print name: James L. Carnes
Steve House
Print name: Steve House

By: Charles M. Miller Jr.
Its: Vice President
Date: 2/20/97

STATE OF Alabama
COUNTY OF Jefferson

I, Manda Gail Stone, a Notary Public in and for said County, in said State, hereby certify that Charles M. Miller Jr., whose name as V/P President of BIRMINGHAM REALTY COMPANY, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 20th day of February, 1997.

Manda Gail Stone
Printed Name: _____
Notary Public, State and County aforesaid
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 11, 1998
Notary ID No.: _____
(NOTARIAL SEAL)

COLUMBIANA SQUARE

COLUMBIANA, ALABAMA

WILSON

ARCHITECTS

INCORPORATED

MEMBER OF THE NATIONAL ARCHITECTURAL ASSOCIATION

SCALE: 1"=50'-0"

TERRAIN NOTES:

1. ELEVATION OF 100' AT CORNER OF LOT 1 & LOT 2

2. ELEVATION OF 100' AT CORNER OF LOT 1 & LOT 3

3. ELEVATION OF 100' AT CORNER OF LOT 2 & LOT 3

4. ELEVATION OF 100' AT CORNER OF LOT 3 & LOT 4

5. ELEVATION OF 100' AT CORNER OF LOT 4 & LOT 5

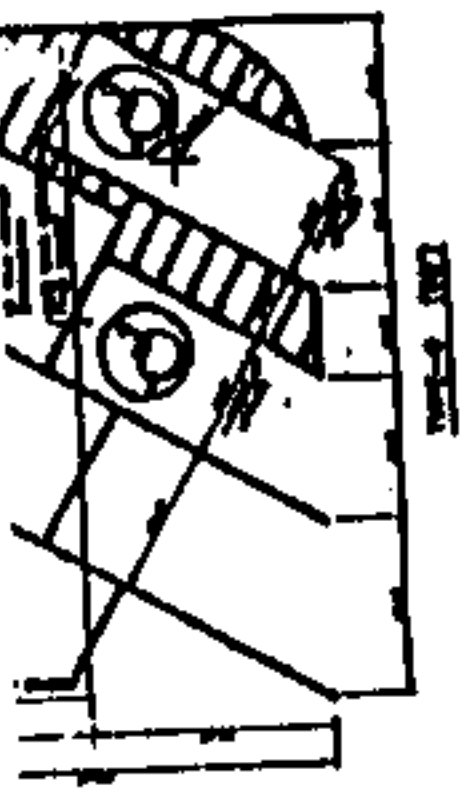
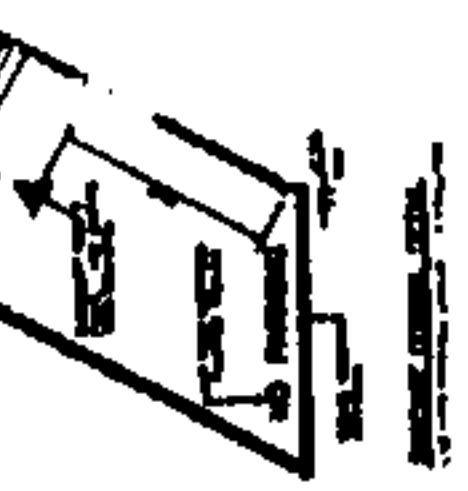
6. ELEVATION OF 100' AT CORNER OF LOT 5 & LOT 6

7. ELEVATION OF 100' AT CORNER OF LOT 6 & LOT 7

8. ELEVATION OF 100' AT CORNER OF LOT 7 & LOT 8

9. ELEVATION OF 100' AT CORNER OF LOT 8 & LOT 9

10. ELEVATION OF 100' AT CORNER OF LOT 9 & LOT 10



FUTURE DEVELOPMENT AREA

OUT LOT

MAIN CORNER

REAR CORNER

NOT TO BE CONSIDERED
OVER CONSTRUCTION OF
FUTURE BUILDING AREA

EXHIBIT A

EXHIBIT "B"

SHOPPING CENTER SITE
WINN DIXIE, COLUMBIANA, AL

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 26; THENCE IN A NORTHERLY DIRECTION ALONG THE PROJECTION OF THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 2.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET SAID POINT ALSO BEING AN OLD REBAR CORNER WHICH IS ALSO THE SE CORNER OF THE ELLIOT LOT DESCRIBED IN DEED BOOK 12, PAGE 496; THENCE 137 DEGREES 14 MINUTES 28 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 40.09 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 200.73 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 77.68 FEET; THENCE 21 DEGREES 21 MINUTES 23 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 171.49 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE 90 DEGREES RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 571.64 FEET TO A 1" SOLID IRON AT THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN VOLUME 305, PAGE 237; THENCE 59 DEGREES 03 MINUTES 43 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 289.44 FEET TO AN OPEN TOP IRON; THENCE 0 DEGREES 11 MINUTES 30 SECONDS LEFT IN A WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF A PARCEL DESCRIBED IN VOLUME 228, PAGE 49, A DISTANCE OF 96.94 FEET; THENCE 69 DEGREES 48 MINUTES 55 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 412.28 FEET; THENCE 51 DEGREES 18 MINUTES 52 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 462.07 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHERN RAILWAY; THENCE 30 DEGREES 06 MINUTES 20 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 235.48 FEET TO A POINT ON THE WEST LINE OF SAID ELLIOT LOT; THENCE 81 DEGREES 15 MINUTES 03 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID WEST LINE OF THE ELLIOT LOT, AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET, A DISTANCE OF 146.98 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 10.02 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS LEFT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 130.06 FEET; THENCE 86 DEGREES 13 MINUTES 39 SECONDS LEFT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 200.73 FEET TO THE POINT OF BEGINNING, CONTAINING 10.79 ACRES, MORE OR LESS.

EXHIBIT "C"

OUT PARCEL DESCRIPTION
WINN DIXIE, COLUMBIANA, AL

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 26; THENCE IN A NORTHERLY DIRECTION ALONG THE PROJECTION OF THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 2.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET SAID POINT ALSO BEING AN OLD REBAR CORNER WHICH IS ALSO THE SE CORNER OF THE ELLIOT LOT DESCRIBED IN DEED BOOK 12, PAGE 496; THENCE 137 DEGREES 14 MINUTES 28 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 70.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE AND RIGHT OF WAY LINE, A DISTANCE OF 72.72 FEET; THENCE 86 DEGREES 37 MINUTES 09 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 15.05 FEET TO A CONCRETE MONUMENT WHICH IS 40 FEET FROM THE CENTERLINE OF SAID DEPOT STREET; THENCE 93 DEGREES 25 MINUTES 46 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 47.55 FEET TO A MONUMENT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET AND ALABAMA HIGHWAY NO. 25; THENCE 43 DEGREES 45 MINUTES 52 SECONDS RIGHT IN A SOUTHERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 94.24 FEET TO A MONUMENT 60 FEET FROM THE CENTERLINE OF ALABAMA HIGHWAY NO. 25; THENCE 31 DEGREES 41 MINUTES 22 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 77.00 FEET; THENCE 90 DEGREES RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 171.49 FEET; THENCE 21 DEGREES 21 MINUTES 23 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 77.68 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 200.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES, MORE OR LESS.

EXHIBIT "D"

FUTURE DEVELOPMENT AREA
REMAINING LAND
COLUMBIANA WINN-DIXIE SITE

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 26; THENCE IN A NORTHERLY DIRECTION ALONG THE PROJECTION OF THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 2.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET SAID POINT ALSO BEING AN OLD REBAR CORNER WHICH IS ALSO THE SE CORNER OF THE ELLIOT LOT DESCRIBED IN DEED BOOK 12, PAGE 496; THENCE 137 DEGREES 14 MINUTES 28 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 142.87 FEET; THENCE 86 DEGREES 37 MINUTES 09 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 15.05 FEET TO A CONCRETE MONUMENT WHICH IS 40 FEET FROM THE CENTERLINE OF SAID DEPOT STREET; THENCE 93 DEGREES 25 MINUTES 46 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 47.55 FEET TO A MONUMENT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET AND ALABAMA HIGHWAY NO. 25; THENCE 43 DEGREES 45 MINUTES 52 SECONDS RIGHT IN A SOUTHERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 94.24 FEET TO A MONUMENT 60 FEET FROM THE CENTERLINE OF ALABAMA HIGHWAY NO. 25; THENCE 31 DEGREES 41 MINUTES 22 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 648.64 FEET TO A 1" SOLID IRON AT THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN VOLUME 305, PAGE 237; THENCE 59 DEGREES 03 MINUTES 43 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 289.44 FEET TO AN OPEN END IRON; THENCE 0 DEGREES 11 MINUTES 30 SECONDS LEFT IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN VOLUME 228, PAGE 49, A DISTANCE OF 96.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, A DISTANCE OF 14.04 FEET TO A 1" OPEN TOP IRON; THENCE 0 DEGREES 14 MINUTES 42 SECONDS RIGHT IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN VOLUME 303, PAGE 413, A DISTANCE OF 170.30 FEET TO A 1" REBAR; THENCE 5 DEGREES 48 MINUTES 53 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH LINE OF PARCELS DESCRIBED IN VOLUME 342, PAGE 739 AND VOLUME 284, PAGE 863, A DISTANCE OF 180.02 FEET (RECORDED 187.50') TO A 1 1/4" OPEN TOP IRON; THENCE 3 DEGREES 09 MINUTES LEFT IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH LINE OF PARCELS DESCRIBED IN VOLUME 250, PAGE 379 AND VOLUME 262, PAGE 849, A DISTANCE OF 170.89 FEET (RECORDED 171.34') TO A 1/2" REBAR;

THENCE 1 DEGREE 58 MINUTES 56 SECONDS RIGHT IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN VOLUME 300, PAGE 111, A DISTANCE OF 85.61 FEET (RECORDED 85.67') TO A POINT ON THE EASTERLY LINE OF LOT 15 OF COLUMBIANA HOUSE INC., SUBDIVISION RECORDED IN MAP BOOK 3, PAGE 82 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA; THENCE 103 DEGREES 00 MINUTES 12 SECONDS RIGHT IN A NORTHERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 15, 14 AND 13 OF SAID COLUMBIANA HOMES INC. SUBDIVISION, A DISTANCE OF 271.08 FEET (RECORDED 260'); THENCE 99 DEGREES 02 MINUTES 50 SECONDS (RECORDED 98 DEGREES 56 MINUTES) LEFT IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 13 AND ITS WESTWARD EXTENSION, A DISTANCE OF 222.05 FEET (RECORDED 210.00'); THENCE 98 DEGREES 56 MINUTES RIGHT IN A NORTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID COLUMBIANA HOMES INC., SUBDIVISION, A DISTANCE OF 257.60 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN RAILWAY; THENCE 55 DEGREES 05 MINUTES RIGHT IN A NORTHEASTERLY DIRECTION ALONG THE SAID SOUTHERN RAILWAY RIGHT OF WAY (PARALLEL TO AND 50' AS MEASURED PERPENDICULARLY FROM THE MAIN TRACK), A DISTANCE OF 624.31 FEET; THENCE 90 DEGREES RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHERN RAILWAY RIGHT OF WAY, A DISTANCE OF 50.00 FEET; THENCE 90 DEGREES LEFT IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHERN RAILWAY RIGHT OF WAY, A DISTANCE OF 300.00 FEET; THENCE 90 DEGREES RIGHT IN A SOUTHEASTERLY DIRECTION, ALONG SAID SOUTHERN RAILWAY RIGHT OF WAY, A DISTANCE OF 92.00 FEET; THENCE 59 DEGREES 53 MINUTES 40 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 462.07 FEET; THENCE 51 DEGREES 18 MINUTES 52 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 412.28 FEET TO THE POINT OF BEGINNING, CONTAINING 10.57 ACRES, MORE OR LESS.

Inst # 1997-08204

(Exhibit "D")
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03:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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