

STATE OF ALABAMA)
SHELBY COUNTY)

NOTE TO PROBATE COURT: This Agreement amends a Mortgage dated May 28, 1998 and recorded on June 1, 1998, at Instrument Number 1998-19836 that secured \$5,700,000 of indebtedness upon which mortgage tax was paid. This Agreement amends said Mortgage to provide that it secures an additional \$1,400,000. Therefore, mortgage tax is due on \$1,400,000 of the indebtedness secured hereby.

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("this Amendment") dated May 24, 1999 is entered into by **OAK MOUNTAIN AMPHITHEATRE, L.L.C.**, an Alabama limited liability company (the "Borrower") and **AMSOUTH BANK**, an Alabama banking corporation (the "Lender").

Recitals

A. The Borrower and the Lender have heretofore entered into a Credit Agreement dated May 28, 1998 (the "Credit Agreement").

B. As an inducement to the Lender to enter into the Credit Agreement with the Borrower, to extend the Credit to the Borrower, and to secure the Borrower's Obligations and liabilities to the Lender, the Borrower has heretofore executed a Mortgage dated May 28, 1998 (the "Mortgage") in favor of the Lender covering the property more particularly described in Exhibit A attached to and made a part of the Mortgage. The Mortgage was recorded on June 1, 1998 in Instrument Number 1998-19836, in the Office of the Probate Court of Shelby County, Alabama.

C. The Borrower has requested that the Lender consent to an increase in the principal amount of the Loan (as defined in the Credit Agreement) and to the amendment of certain provisions of the Credit Agreement and the Mortgage, all as hereinafter set forth, and the Lender is willing to agree to such requested increase in principal amount and other amendments.

Inst # 1999-22163

493659.04/2 1811 (Oak Mountain)

05/26/1999-22163
02:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 MMS 2138.50

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Lender hereby agree and the Mortgage is hereby amended as follows:

1. The following defined terms are hereby added to Section 1.2 of the Mortgage.

(w) Architect means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(x) Construction Contracts means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(y) Construction Documents means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts with architects and engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(z) Architect means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(aa) Contractors means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(ab) Engineers means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(ac) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(ad) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: Construction of 6,000 permanent reserved seats in the existing lawn area.

2. Subsection 2.1(c) of the Mortgage is hereby deleted in its entirety and replaced with the following:

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Credit have been or may be advanced, wherever the same may be located; including: a. all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and b. all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

3. Subsection 2.1(h) of the Mortgage is hereby deleted in its entirety and replaced with the following:

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or

terminate, or waive or release performance or observance of any obligations or condition of such document.

4. Subsection 2.1(i) of the Mortgage is hereby changed to subsection 2.1 (k) and reads as follows:

(k) **Proceeds.** All proceeds of any of the foregoing.

5. The following is hereby added to Section 2.1 of the Mortgage as Subsection 2.1(i):

(i) **Construction Documents.** The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

6. The following is hereby added to Section 2.1 of the Mortgage as Subsection 2.1(j):

(j) **Loan Funds, etc.** (1) All Loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

7. The following Sections 3.3 and 3.4 are hereby added to Article 3 of the Mortgage.

Section 3.3. Construction Documents. (a) There is in effect no other assignment to any other person of any of the Lender's rights under the Construction Documents, nor any Lien thereon; (b) the Borrower has done no act nor omitted to do any act that might prevent the Lender from, or limit the Lender in, acting under any of the provisions of this Agreement with respect to the Construction Documents; (c) there exists no default under the terms of any of the Construction Documents; (d) the Borrower is not prohibited under any agreement with any other person or any Governmental Requirement from (1) the granting of the Liens hereunder on the Construction Documents, (2) the performance of each and every covenant of the Borrower hereunder and in the Construction Documents, and (3) the meeting of each and every condition herein and therein contained.

Section 3.4. Certificates and Permits. (a) The Borrower has obtained all material certificates, licenses, authorizations, registrations, permits and other approvals of Governmental Authorities necessary for the operation of the Property, the conduct of the Borrower's business at the Real Property, and the construction of the Project, including all required zoning, building, land use, environmental, occupancy, fire and other approvals, (b) the present and contemplated use and occupancy of the Property do not conflict with or violate any of the same, and (c) the

Borrower, promptly upon request by the Lender, shall deliver to the Lender copies of all of the same.

8. Section 4.7 of the Mortgage is hereby deleted in its entirety and replaced with the following:

SECTION 4.7 Operations, Utilities, Waste, Demolition, Alteration or Replacement.

The Borrower shall (a) continuously operate the Borrower's business (if any) on any existing Improvements, and upon completion will continuously operate the Project, in accordance with sound business practices; (b) not engage in any activity that would diminish the value of the Property or decrease the income from the Property; (c) pay or cause to be paid all bills for utilities and other materials and services used on or in connection with the Property; (d) cause the Property and every part thereof to be maintained and kept in good and safe repair, working order and condition; (e) not commit or permit waste thereon; (f) except as contemplated by the Plans, not remove, demolish or alter the design or structural character of any Improvements; and (g) make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Except as contemplated by the Plans, the Borrower shall not remove from the Real Property any of the fixtures or Personal Property included in the Property unless the same are immediately replaced with like property of at least equal value and utility.

9. Section 4.15 is hereby added to Article 4 of the Mortgage:

SECTION 4.15 Construction Documents. The Borrower shall (a) perform and observe each and every condition and obligation of the Borrower contained in the Construction Documents; (b) give prompt notice to the Lender of any claim of default under the Construction Documents given to the Borrower or by the Borrower, together with a complete copy of any such claim; (c) at the sole cost and expense of the Borrower, enforce the performance and observance of each obligation and condition of the Construction Documents to be performed or observed by any other person thereunder; and (d) appear in, and defend any action growing out of, or in any manner connected with, the Construction Documents or the obligations of the Borrower or any guarantor thereunder; and (e) the Borrower shall not (1) modify the terms of the Construction Documents unless required so to do by the terms of the Construction Documents; or (2) waive or release the observance or performance of any obligation or condition of the Construction Documents or any liability on account of any representation or warranty given by any other person thereunder.

10. The following Events of Default are hereby added to Section 5.2 of the Mortgage:

(m) if the Borrower or any material Contractor at any time prior to the completion of the Project abandons the Project, or ceases to work thereon for a period of more than 10 consecutive days, or fails diligently to prosecute the work on the Project; or

(n) if in the judgment of the Lender the proceeds of the Loan or any part thereof are being or at any time have been diverted to a purpose other than the reimbursement for or payment of costs of construction of the Project that have been approved by the Lender; or

(o) except for Permitted Encumbrances, if any Lien, statement of Lien or suit to enforce a Lien is filed against any of the Property and the Borrower fails to have such Lien satisfied or suit dismissed or to secure the payment of the amount claimed by such Lien, statement of Lien or suit by a bond, letter of credit or other security satisfactory to the Lender within ten days of the day such Lien, statement of Lien or suit is filed.

11. Exhibit B is hereby amended by substituting the following for items (a), (b) and (c):

1. Credit Agreement dated May 28, 1998, as amended by a First Amendment to Credit Agreement dated as of May 24, 1999, both executed by the Borrowers and the Lender.

2. Amended and Restated Term Note dated May 24, 1998, in the maximum principal amount of Six Million Four Hundred Thousand and No/100 Dollars (\$6,400,000.00) executed by the Borrowers in favor of the Lender, which evidences a term/construction loan made by the Lender to the Borrowers, which amends and restates that certain Term Note dated May 28, 1998 in the principal amount of Five Million Three Hundred Thousand and No/100 Dollars (\$5,300,000.00) executed by the Borrowers in favor of the Lender.

3. Amended and Restated Master Note dated May 24, 1998, in the maximum principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) executed by the Borrowers in favor of the Lender, which evidences a line of credit made available by the Lender to the Borrowers, which amends and restates that certain Master Note dated May 28, 1998 in the principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) executed by the Borrowers in favor of the Lender.

12. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage to "this Mortgage" shall refer to the Mortgage, as amended of even date herewith.

(c) All references in the Mortgage or this Amendment to the Credit Agreement, however denominated, shall refer to the Credit Agreement as amended of even date herewith and from time to time hereafter.

(d) All references in the Mortgage to any other document executed in connection with the Credit Agreement shall refer to such documents as amended in connection with this Amendment and as such documents may hereafter be amended.

13. Reaffirmance of Representations and Warranties. The Mortgagor hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date), (ii) it is in compliance with all the terms and provisions set forth in the Mortgage on its part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

14. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any Governmental Authority is required for the execution, delivery and performance of this Amendment or any of the other Credit Documents by the Mortgagor.

15. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

16. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

17. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

18. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

19. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Agent to effectuate the provisions hereof.

20. Arbitration. This Agreement incorporates by reference requirements for arbitration of disputes set forth in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned OAK MOUNTAIN AMPHITHEATRE, L.L.C. has caused this Agreement to be executed by its duly authorized managers on the date of the acknowledgment of the Borrower's signature below.

OAK MOUNTAIN AMPHITHEATRE, L.L.C.

By:

Its:

By:

Its:

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anthony Ruffino name as Manager of Oak Mountain Amphitheatre, 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, acting in its capacity as the sole member of said limited liability company.

Given under my hand and official seal this the 24th day of May, 1999.

Pamela R. Dunaway

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9-22-2002

MY COMMISSION EXPIRES SEPTEMBER 22, 2002

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Henry H. Cobb, Sr. whose name as Manager of Oak Mountain Amphitheatre, 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, acting in its capacity as the sole member of said limited liability company.

Given under my hand and official seal this the 24th day of May, 1999.

Ramela R. Dumanant

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9-22-2002

MY COMMISSION EXPIRES SEPTEMBER 22, 2002

EXHIBIT A

(Land Description)

The land referred to in this Policy is described as follows:

Parcels of land situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West in Shelby County, Alabama, being more particularly described as follows:

FLOODWAY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 364.38 feet to the Point of Beginning being in the centerline of Bishop Creek; thence continue Northerly along the same course 142.41 feet; thence left $121^{\circ} 25' 36''$, 1413.32 feet; thence right $39^{\circ} 39' 13''$, 251.74 feet to the Easterly Right-of-Way of U.S. Highway 31; thence left $90^{\circ} 00'$, 239.18 feet Southerly along said R.O.W. to the centerline of Bishop Creek thence following the meandering of Bishop Creek Northeasterly as established by Deed Book 224, Page 807, turn left $45^{\circ} 28' 04''$, 187.54 feet; thence right $16^{\circ} 17'$, 150.23 feet; thence left $32^{\circ} 41'$, 38.58 feet; thence left $64^{\circ} 47'$, 83.02 feet; thence left $22^{\circ} 45' 30''$, 56.43 feet; thence left $30^{\circ} 25' 30''$, 108.21 feet; thence right $40^{\circ} 36'$, 72.91 feet; thence left $5^{\circ} 12' 30''$, 103.77 feet; thence left $30^{\circ} 53' 30''$, 124.38 feet; thence right $68^{\circ} 42' 11''$, 93.13 feet; thence left $12^{\circ} 06' 56''$, 133.54 feet; thence right $8^{\circ} 12'$, 153.59 feet; thence left $68^{\circ} 09'$, 152.00 feet; thence right 90° , 60.80 feet; thence left $47^{\circ} 55'$, 136.70 feet; thence left $18^{\circ} 42'$, 73.80 feet; thence right $25^{\circ} 54'$, 163.80 feet; thence right $16^{\circ} 00'$, 57.0 feet; thence left $29^{\circ} 45'$, 60.8 feet; thence left $22^{\circ} 59'$, 50.70 feet; thence right $24^{\circ} 41'$, 142.90 feet; thence right $36^{\circ} 56' 07''$, 51.66 feet to the Point of Beginning.

TRACT NO. 1

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and run southerly along the east boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 191.85 feet to a point on the northwest right-of-way line of Amphitheater Road; thence turn an angle of $53^{\circ} 06' 23''$ right and run southwesterly along said right-of-way line a distance of 1477.97 feet to the point of beginning of the tract of land herein described; thence turn $134^{\circ} 59'$ right and leaving said right-of-way run northerly a distance of 100.07 feet; thence turn $90^{\circ} 01' 41''$ left and run westerly for a distance of 392.08 feet to a point on the easterly right-of-way line for U.S. Highway No. 31; thence turn $90^{\circ} 02' 30''$ left and run southerly along the east right-of-way line for U.S. Highway No. 31 for a distance of 100.07 feet to the point of intersection with the north right-of-way line of Amphitheater Road; thence turn $89^{\circ} 57' 30''$ left and run easterly along said right-of-way line for a distance of 391.96 feet to the point of beginning of said Tract No. 1.

TRACT NO. II

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, which is the point of beginning of the tract of land herein described; thence run southerly along the east boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 191.85 feet to a point on the northwest right-of-way line of Amphitheater Road; thence turn an angle of $53^{\circ} 06' 23''$ right and run southwesterly along said right-of-way line a distance of 328.07 feet to a point; thence turn an angle of $90^{\circ} 11' 46''$ right and leaving said R.O.W. run northwesterly a distance of 358.81 feet to a point; thence turn $90^{\circ} 00'$ left and run southwesterly for a distance of 42.30 feet to a point; thence turn $90^{\circ} 00'$ right and run northwesterly for a distance of 8.00 feet to a point; thence turn $90^{\circ} 00'$ left and run southwesterly for a distance of 553.92 feet to a point; thence turn $89^{\circ} 48' 14''$ right and run northwesterly for a distance of 105.89 feet to the centerline of Bishop Creek; thence turn an angle of $49^{\circ} 34' 30''$ right and run northeasterly along the centerline of said creek a distance of 55.20 feet; thence $68^{\circ} 42' 11''$ right for 93.13 feet; thence $12^{\circ} 06' 56''$ left for 133.54 feet; thence $8^{\circ} 12'$ right for 153.59 feet; thence $68^{\circ} 09'$ left for 152.00 feet; thence $90^{\circ} 00'$ right and continue along said centerline of Bishop Creek for 60.80 feet; thence $47^{\circ} 55'$ left for 136.70 feet; thence $18^{\circ} 42'$ left for 73.80 feet; thence $25^{\circ} 54'$ right for 163.80 feet; thence $16^{\circ} 00'$ right for 57.0 feet; thence $29^{\circ} 45'$ left for 60.80 feet; thence $22^{\circ} 59'$ left for 50.70 feet; thence $24^{\circ} 41'$ right for 142.90 feet; thence $36^{\circ} 56' 07''$ right and continue along the centerline of Bishop Creek for 51.66 feet to a point on the east boundary line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 31, Township 19 South, Range 2 West; thence $96^{\circ} 18' 10''$ right and leaving said creek, run southerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 364.38 feet to the point of beginning. Said tract of land is lying in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 31, Township 19 South, Range 2 West and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama.

PARCEL A

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 907.96 feet to a point on the Northwesterly right of way line of Amphitheater Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right of way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwesterly right of way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesterly 439.25 feet to a point in the Cahaba Valley Creek; thence 36 degrees 50 minutes to the left and run along the meandering centerline of Cahaba Valley Creek 1723.86 feet to a point on the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, said meandering centerline being more particularly described as follows: from the aforementioned 36 degrees 50 minutes turn to the left, run Northwesterly 112.70 feet to a point; thence 15 degrees 54 minutes to the right and run Northwesterly 195.30 feet to a point; thence 27 degrees 30 minutes to the right and run Northwesterly 85.86 feet to a point; thence 37 degrees 11 minutes to the right and run Northeasterly 31.36 feet to a point; thence 69 degrees 36 minutes to the left and run Northwesterly 49.09 feet to a point; thence 59 degrees 55 minutes to the left and run Southwesterly 192.91 feet to a point; thence 19 degrees 53 minutes to the left and run Southwesterly 261.01 feet to a point; thence 23 degrees 04 minutes to the right and run Southwesterly 139.06 feet to a point; thence 10 degrees 15 minutes to the right and run Southwesterly 49.66 feet to a point; thence 01 degrees 09 minutes to the left and run Southwesterly 124.44 feet to a point; thence 06 degrees 58 minutes to the left and run Southwesterly 129.10 feet to a point; thence 04 degrees 02 minutes to the left and run Southwesterly 49.41 feet to a point; thence 11 degrees 36 minutes to the left and run Southwesterly 237.79 feet to a point; thence 34 degrees 33 minutes to the right and run Southwesterly

66.17 feet to the aforementioned point on the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section; thence 87 degrees 46 minutes to the left and run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 364.38 feet to the point of beginning.

PARCEL B

Commence at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 907.96 feet to a point on the Northwestern right-of-way line of Amphitheater Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right-of-way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwestern right-of-way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesterly 439.25 feet to a point in Cahaba Valley Creek, said point being the point of beginning; thence 36 degrees 50 minutes to the left in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 112.70 feet to a point; thence 15 degrees 54 minutes to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 195.30 feet to a point; thence 27 degrees 30 minutes to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 85.86 feet to a point; thence 37 degrees 11 minutes to the right in a Northerly direction along the center of Cahaba Valley Creek a distance of 31.36 feet to a point; thence 69 degrees 36 minutes to the left in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 49.09 feet to a point; thence 120 degrees 05 minutes to the right in a Northeasterly direction a distance of 2.24 feet to a point; thence 04 degrees 14 minutes to the left in a Northeasterly direction a distance of 124.97 feet to a point; thence 90 degrees 00 minutes to the right in a Southeasterly direction a distance of 484.76 feet (Deed) (424.58 Measures) to the point of beginning.

PARCEL C

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, being more particularly described as follows: Commence at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, and run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 364.38 feet to a point on the centerline of Cahaba Valley Creek; said point being the point of beginning; thence 87° 46' to the right in a Northeasterly direction along the centerline of said creek a distance of 66.17 feet to a point; thence 34° 33' left in a Northeasterly direction continuing along the centerline of said creek a distance of 237.79 feet to a point; thence 11° 36' to the right in a Northeasterly direction along said creek centerline a distance of 49.41 feet to a point; thence 86° 06' to the left in a Northwesterly direction a distance of 410.32 feet to a point on the Southerly right of way line of Cahaba Valley Road; thence 98° 05' to the left in a Southwesterly direction along the Southerly right of way line of Cahaba Valley Road a distance of 240.00 feet to a point; thence 90° 00' left in a Southeasterly direction a distance of 276.03 feet to a point; thence 88° 01' 46" right in a Southwesterly direction a distance of 92.75 feet to a point on the west line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 31; thence 58° 34' 24" left in a southerly direction along said west line a distance of 142.41 feet to the point of beginning.

Less and Except that portion deeded to The State of Alabama as described by instrument recorded in Instrument #1998-13245.

PARCEL D

A parcel of land situated in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama lying South of Cahaba Valley Road (Hwy 119), being 15 feet wide running from the road right of way adjacent to the Western boundary of the property described in Deed Book 331, Page 245, a distance of 351.93 feet, more or less, to the centerline of Cahaba Valley Creek, whose Southeastern boundary line is common with the Northwestern boundary of the property previously conveyed to the New Era Productions, Inc., in Real Record 034, Page 548, in the Probate Office of Shelby County, Alabama. Being the same property described as Parcel A in deed recorded in Instrument No. 1993-15353.

PARCEL E

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West which is the point of beginning of the tract of land herein described; thence run Southerly along the East boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 191.85 feet to a point on the Northwest right-of-way line of Amphitheater Road; thence continue along said $\frac{1}{4}$ - $\frac{1}{4}$ Section Line and the Easterly right-of-way line of said Amphitheater Road a distance of 82.21 feet to a point; thence turn an angle of 119 degrees 32 minutes 25 seconds left to the tangent of a curve to the right; thence continue along said right-of-way line along said curve to the right (concave southeasterly and having a radius of 547.21 feet to a central angle of 10 degrees 10 minutes 47 seconds) for an arc distance of 97.22 feet to a point; thence continue along said right-of-way from the tangent of said curve a distance of 62.54 feet to a point; thence continue along said right-of-way along a curve to the right (concave southeasterly and having a radius of 605.24 feet and a central angle of 20 degrees 46 minutes 59 seconds) for an arc distance of 219.54 feet to a point; thence continue along said right-of-way from the tangent of said curve a distance of 187.88 feet to a point; thence continue along said right-of-way along a curve to the left (concave Northwesterly and having a radius of 467.0 feet and a central angel of 48 degrees 50 minutes 42 seconds) for an arc distance of 398.12 feet to a point on the North boundary line of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 6; thence turn an angle of 130 degrees 30 minutes 00 seconds left from the tangent of said curve and run Westerly along said North boundary line a distance of 906.95 feet to the Point of Beginning. Said tract of land is lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West.

PARCEL F

Rights under that certain Option to Purchase between Oak Mountain Amphitheater, Inc., and the City of Pelham as set out in that certain Deed, Declaration of Easements and Restrictions and Memorandum of Related Agreements recorded in Instrument #1996-13623 and convey to the present owner herein by instrument recorded in Instrument #1997-01793.

Situated in Shelby County, Alabama.

Inst # 1999-22163

05/26/1999-22163
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