

COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") is made and entered into as of the 1st day of December, 1999, by and between ~~OAK MOUNTAIN INVESTMENTS, LLC~~, an Alabama limited liability company (hereinafter referred to as "Declarant"), and **SHELBY SPRING FARM, LLC**, an Alabama limited liability company (hereinafter referred to as "Purchaser").

CSA
2.0
JK
SHELBY
SPRINGS
STOCK
FARM,
INC.,
an
Alabama
corporation,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described on Exhibits A, B, C, and D attached hereto and made a part hereof (which property is hereinafter referred to as the "Shelby Springs Farm Property") which has been acquired from Shelby Springs Stock Farms, Inc.;

WHEREAS, Purchaser has contracted to purchase from Shelby Springs Stock Farms, Inc. a parcel of real estate described in Exhibit E attached hereto and made a part hereof (the "Dorris Property");

WHEREAS, by reason of the proximity of the Dorris Property to the Shelby Springs Farm Property, the Declarant has a substantial interest in the development and maintenance of the Dorris Property; and

WHEREAS, as additional consideration for the sale of the Dorris Property by Declarant to Purchaser, the parties have agreed to subject the Dorris Property to the terms, conditions and provisions of this Agreement in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

GENERAL**1.1 Approval of Plans and Specifications.**

Prior to the commencement of construction, Purchaser shall submit to Declarant for Declarant's written approval Purchaser's sign plans and specifications and Purchaser's exterior elevations, site plans and landscaping plans indicating the exact site improvements and building improvements to be constructed on the Dorris Property. When all of said plans and specifications have been approved by Declarant according to its reasonable discretion, Purchaser shall proceed diligently to construct and install at its sole cost and expense the improvements in strict accordance with said plans and specifications. Thereafter, Purchaser shall not make any material modifications, alterations,

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deletions or additions to the Dorris Property or building improvements (other than as shown on the approved plans and specifications) without Declarant's prior written approval.

1.2 Compliance with Law.

In the completion of its improvements, including signs, Purchaser, at its own expense, shall procure and comply with all applicable laws, permits, approvals, ordinances, rules and regulations of various governmental and quasi-governmental agencies and authorities having jurisdiction over the Dorris Property and all orders, rules and regulations having jurisdiction over the Dorris Property parcel.

2. USE.

2.1 Use Restrictions.

The following uses shall not be permitted:

- (i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building located thereon;
- (ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (iii) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (iv) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- (v) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts;
- (vi) Any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;
- (vii) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;
- (viii) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises

consumption exceeds fifty percent (50%) of the gross revenues of such business;

- (ix) Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;
- (x) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, or the sale of tickets for a governmentally operated lottery, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant; and
- (xi) No commercial use on the Dorris Property for a period of five (5) years.

3.2 Garbage, Trash and Refuse. No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any approved Improvement); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any tract except within an enclosed structure or container appropriately screened from view in a reasonably acceptable manner, except that any refuse container containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

3.3 Maintenance of Dorris Property. Purchaser agrees that it shall maintain or cause to be maintained the Dorris Property and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking areas, landscaped areas and improvements, in a clean, sightly and safe condition and further that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice, and that it will sweep paved areas when and as required in order that the Dorris Property be maintained as above provided, and will maintain the unimproved portions of the Dorris Property in a clean, sightly and safe condition. All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Lawns shall be kept in a mowed condition. Drainage systems shall be kept clear and free of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair. To the extent reasonably possible, all plantings shall be maintained in a healthy condition, and fertilization, weeding and pruning of them shall be carried out on a regular basis. Dead or dying plants shall be removed as quickly as possible, and, subject, to seasonal limitations, replaced as quickly as possible. Irrigation systems shall be kept in proper working condition, with adjustment, repair and clearing being done on a regular basis.

3.4 Damage, Restoration by Purchaser.

In the event all or a portion of the improvements situated on the Dorris Property are damaged or destroyed by a casualty insured or uninsured and Purchaser does not restore such damaged or destroyed improvements promptly upon the occurrence thereof, Purchaser shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action (including paving and landscaping) required by good construction practice so that the area which has been occupied by the razed improvements will be attractive; provided, however, this provision shall not prevent Purchaser from subsequently building on the area so cleared, provided that any such subsequent construction shall be in accordance with the provisions of this Agreement.

4. DEFAULT AND REMEDIES.

4.1 Remedies. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree or compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

5. MISCELLANEOUS.

5.1 Covenants to Run With Land.

Except as otherwise herein provided, each and all of the covenants, restrictions, conditions, and provisions contained in this Agreement whether of an affirmative or negative nature (a) are made for the direct and mutual benefit of the Dorris Property and the Oak Mountain Investments Property and each and every portion thereof and will constitute covenants running with the land; (b) will bind every owner of a portion of the Dorris Property to the extent that such portion is affected or bound by the covenants, conditions, or restrictions to be performed on the behalf of such portion; and (c) will inure to the benefit of the Declarant and its respective successors and assigns.

5.2 Waivers.

No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

5.3 Partial Invalidity.

If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.4 Notices.

All notices, waivers, statements, demands, approvals or other communications (all of the same being referred to herein as "Notices" to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided herein, and will be delivered in person, or by certified or registered mail, postage prepaid, or by any nationwide courier service, charges prepaid. The Notice shall be effective upon receipt.

The address of the parties to which such Notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice are as follows:

If to Purchaser:

Joe Dorris and Carolyn S. Dorris
3910 Hwy. 42
Calera, AL. 35040

If to Declarant:

~~Oak Mountain Investments, LLC~~
~~c/o Larry Clayton~~
~~180 Applegate Circle~~
~~Pelham, Alabama 35124~~

JK
c/o John Reamer
P.O. Box 380785
Birmingham, AL.
35238

A party may change the notice address by written notice to the other party.

5.5 Liability.

The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance to a third party, the Declarant or the Purchaser, as the case may be, shall be forever released of any of its obligations hereunder and such obligations of Declarant or the Purchaser, as the case may be, shall be enforceable only against the Dorris Property and the Oak Mountain Investments Property, as the case may be, and the party acquiring title thereto, its successors and assigns.

5.6 Term.

This Agreement and the rights, obligations and liabilities created herein shall extend for a term of fifty (50) years from the date hereof and shall automatically be extended for terms of ten (10) years each thereafter unless either party, by written notice to the other, shall elect to terminate this Agreement. Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by provisions of the Agreement shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

DECLARANT: → Agreed TO:

OAK MOUNTAIN INVESTMENTS, LLC

By: [Signature]

Its: Manager

PURCHASER:

SHELBY SPRING FARM, LLC

By: [Signature]

Its: members

DECLARANT

SHELBY SPRINGS STOCK FARM, Inc

By: [Signature]

Its: PRESIDENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Larry Clayton**, whose name as _____ of Oak Mountain Investments, LLC, an Alabama limited liability company, is signed to the foregoing Covenants, Conditions and Restrictions Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such _____ and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the _____ day of _____, 1999.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Joe Dorris**, whose name as _____ of Shelby Spring Farm, LLC, an Alabama limited liability company, is signed to the foregoing Covenants, Conditions and Restrictions Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such _____ and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the _____ day of _____, 1999.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

COMMITMENT

File No.: 19084

Commitment No.: 19084

EXHIBIT "A"

Lots 30 and 31, according to Shelby Spring Farms Camp Winn Sector 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Plat Book 24, Page 133.

Lots 32 through 34, according to Shelby Spring Farms Camp Winn Sector 2, Phase 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Plat Book 26, Page 6.

29-3-07-0-000-001

29-3-07-0-000-001 and 29-3-08-0-000-002

EXHIBIT "B"

PARCEL F

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 2 WEST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO SHELBY SPRINGS STOCK FARM, INC., RECORDED IN DEED BOOK 207 AT PAGE 303, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE N 88DEG-57'-46" W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 A DISTANCE OF 6.65 FEET TO THE NORTHWEST R.O.W. OF COUNTY HIGHWAY No. 25, AND THE POINT OF BEGINNING;
THENCE N 88DEG-57'-46" W, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 A DISTANCE OF 3990.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE S 0DEG-06'-34" W ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1329.97 FEET TO THE SOUTHWEST CORNER OF SAID 1/4-1/4 SECTION;
THENCE S 88DEG-59'-20" E, ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1345.54 FEET TO THE SOUTHEAST CORNER OF SAID 1/4-1/4 SECTION;
THENCE S 0DEG-27'-44" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 1301.03 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY OF STATE HIGHWAY No. 25;
THENCE N 44DEG-44'-44" E, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 267.14 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
THENCE ALONG A CURVE TO THE RIGHT IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 17145.16 FEET TO AN ARC LENGTH OF 991.56 FEET TO A POINT;
THENCE N 48DEG-03'-33" E, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1798.25 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 1791.10 FEET AND A CHORD BEARING OF N 37DEG-44'-41" E, AND AN ARC LENGTH OF 644.86 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 124.00 ACRES OF LAND.

28-1-12-0-000-002

EXHIBIT "C"

A parcel of land situated in the South 1/2 of Section 6, the East 1/2 and the NW 1/4 of Section 7, and the NW 1/4 of the NW 1/4 of Section 8, all in Township 22 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the most northerly corner of Lot 30 according to SHELBY SPRING FARMS CAMP WINN SECTOR 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Plat Book 24, Page 133; thence S 58deg-21'-42" W a distance of 716.54' to a point lying on the Northeasterly R.O.W. line of Shelby County Highway No. 42, said point also being on a curve to the right having a radius of 6188.85', a central angle of 6deg-32'-34" and subtended by a chord which bears N 31deg-35'-11" W, a chord distance of 706.34'; thence along the arc of said curve, and said R.O.W. line a distance of 706.73' to a point lying on the Northwesterly line of a 100' Alabama Power Company Easement; thence N 54deg-05'-02" E, leaving said R.O.W. line and along said Easement line a distance of 956.65'; thence N 52deg-21'-04" W, and leaving said Easement line a distance of 1034.65'; thence S 32deg-13'-52" W a distance of 569.26' to a point lying on the Northeasterly R.O.W. line of Shelby County Highway No. 42, said point also being the beginning of a curve to the left having a radius of 1949.86', a central angle of 26deg-07'-47" and subtended by a chord which bears N 38deg-36'-02" W, a chord distance of 881.55'; thence along the arc of said curve, and said R.O.W. line a distance of 889.23'; thence N 51deg-39'-56" W, along said R.O.W. line a distance of 21.51' to its intersection with the southeasterly line of a 100' wide Norfolk Southern Railroad R.O.W.; thence N 36deg-50'-07" E, along said Railroad R.O.W. line a distance of 300.00'; thence leaving said Railroad R.O.W. S 53deg-09'-52" E a distance of 523.77'; thence N 37deg-51'-58" E a distance of 616.37'; thence N 43deg-04'-21" E a distance of 1070.52'; thence N 30deg-29'-26" E a distance of 455.50'; thence N 50deg-57'-28" E a distance of 15.73'; thence S 45deg-44'-50" E a distance of 3271.38'; thence S 15deg-44'-26" W a distance of 48.33'; thence N 88deg-27'-25" W a distance of 310.53'; thence N 58deg-28'-28" W a distance of 131.30'; thence S 34deg-50'-48" W a distance of 279.29'; thence S 44deg-22'-30" W a distance of 415.97' to the beginning of the center-line of a 15' Easement; thence S 24deg-46'-03" W, along said center-line a distance of 603.54'; thence S 67deg-37'-39" W, along said center-line a distance of 188.29'; thence S 48deg-27'-27" W, along said center-line a distance of 103.01'; thence S 10deg-01'-24" E, and leaving said center-line a distance of 86.41'; thence S 66deg-01'-12" E a distance of 207.94' to a point lying on the Northwesterly R.O.W. line of Shelby Spring Farms, said point also lying on a curve to the left having a radius of 530.00', a central angle of 15deg-43'-30", and subtended by a chord which bears S 16deg-07'-03" W and a chord distance of 145.00'; thence along the arc of said curve and along said R.O.W. line a distance of 145.46' to the beginning of a curve to the right having a radius of 25.00', a central angle of 84deg-18'-46" and subtended by a chord which bears S 50deg-24'-40" W and a chord distance of 33.56'; thence along the arc of said curve a distance of 36.79' to a point lying on the northerly R.O.W. line of Camp Winn Lane; thence N 87deg-25'-57" W and along said R.O.W. line a distance of 62.44' to the beginning of a curve to the right having a radius of 220.00', a central angle of 17deg-00'-18" and subtended by a chord which bears N 78deg-55'-48" W and a chord distance of 65.05'; thence along the arc of said curve and along said R.O.W. line a distance of 65.29'; thence S 19deg-34'-21" W and leaving said R.O.W. line a distance of 60.00' to a point lying on the southerly R.O.W. line of said Camp Winn Lane; thence continue last described course, and leaving said R.O.W. line, a distance of 407.17'; thence S 66deg-02'-32" W a distance of 428.13'; thence N 22deg-00'-23" W a distance of 556.16'; thence N 22deg-41'-39" W a distance of 286.31'; thence N 22deg-06'-49" W a distance of 410.84' to the Point of Beginning. Said Parcel contains 178.93 acres, more or less.

29-3-06-0-000-005

29-3-07-0-000-001

Parcel 5:

EXHIBIT "D"

Commence at the SW corner of said Section 8; thence N 88d 28' 33" E along the south line of the SW 1/4 of said Section 8 a distance of 870.57'; thence N 1d 31' 27" W a distance of 884.08' to a point lying on the northerly ROW line of Shelby County Hwy #42 (80' ROW) and the POINT OF BEGINNING; thence N 38d 50' 49" E a distance of 810.71'; thence S 53d 09' 11" E a distance of 884.00' to the northwesterly ROW line of State Hwy #25 (80' ROW); thence S 38d 50' 49" W along said ROW line a distance of 899.88'; thence S 82d 03' 08" W a distance of 100.47' to a point lying on the northerly ROW line of aforesaid Shelby County Hwy #42; thence N 53d 16' 10" W along said ROW line a distance of 151.55' to the beginning of a curve to the left having a radius of 994.95, a central angle of 9d 12' 15" and subtended by a chord which bears N 87d 52' 18" W a chord distance of 159.88'; thence along the arc of said curve and said ROW line a distance of 159.83' to the end of said curve; thence N 27d 31' 35" E along a line radial to aforesaid curve and along said ROW line a distance of 20.00' to the beginning of a curve to the left having a radius of 1014.95, a central angle of 10d 26' 30" and subtended by a chord which bears N 87d 41' 11" W a distance of 184.71'; thence along the arc of said curve and said ROW line a distance of 184.97' to the POINT OF BEGINNING. Containing 10.00 acres, more or less.

29-3-06-0-000-005

29-3-07-0-000-001

EXHIBIT E

PARCEL 1

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 7, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 1 WEST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO SHELBY SPRINGS STOCK FARM, INC., RECORDED IN DEED BOOK 207 AT PAGE 373, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 10105", AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7;

THENCE S 01°36'21" E, ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 144.20 FEET TO THE NORTHWEST RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD;

THENCE N 36°45'36" E, ALONG SAID NORTHWEST RIGHT-OF-WAY, A DISTANCE OF 14.98 FEET TO THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY OF STATE HIGHWAY NO. 25, AND THE POINT OF BEGINNING;

THENCE ALONG A CURVE, TO THE LEFT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 1071.10 FEET, A CHORD BEARING OF N 26°26'35" E, AN ARC LENGTH OF 280.95 FEET TO POINT;

THENCE N 22°06'30" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 533.97 FEET TO A POINT;

THENCE ALONG A CURVE, TO THE RIGHT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 1009.22 FEET AND A CHORD BEARING OF N 28°26'41" E, AN ARC LENGTH OF 481.82 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT, FOUND;

THENCE N 36°44'53" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 648.97 FEET TO A POINT;

THENCE N 51°36'08" E, ALONG THE RIGHT-OF-WAY FLARE BETWEEN HIGHWAYS 25 AND 42, A DISTANCE OF 100.40 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY OF COUNTY HIGHWAY NO. 42;

THENCE S 53°23'54" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 179.53 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD;

THENCE S 36°45'36" W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1909.68 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 8.02 ACRES OF LAND.

Inst # 1999-49453

12/07/1999-49453
12:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 CJ1 36.002-377