

DURABLE POWER OF ATTORNEY

I, HARALD L. SMYER, domiciled in Alameda County, California, do hereby constitute and appoint my father, S.W. SMYER, JR., as my attorney-in-fact, for the purposes and with the powers hereinafter stated. The person who is authorized to act hereunder is hereinafter called "my attorney."

Revocation of Prior General Powers of Attorney. I hereby revoke any prior general powers of attorney executed by me.

Durable Power. This power of attorney shall not be affected by my disability, incompetency or incapacity.

General Grant of Power. I do hereby empower my attorney, for me and in my name, stead and behalf, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, wherever the same may be situated, and in whatsoever manner my attorney may, in fact, consider advisable; to act generally and specifically as my attorney or agent in all matters in which I may now be, or hereafter become, interested or concerned; in my name and behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting. Each person appointed as my attorney shall have the right, individually (without any requirement or obligation to obtain the consent or approval of any other person appointed hereunder as my attorney), to take all actions and exercise all powers granted herein.

Specifically Enumerated Powers. Without in any manner intending to limit the general powers hereinabove conferred (which shall not be abridged by any specific description), I do specifically empower my attorney, from time to time, and as often as my attorney may see fit, either in person or by means of an agent or agents (when specifically empowered to act by my attorney), to do and perform any of the following specific acts:

1. **Sell Property.** To sell any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, including (without being limited to) contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my attorney shall deem appropriate, and to grant options with respect to sales thereof. In connection with the powers granted herein, I specifically authorize my attorney to enter into and execute on my behalf any and all contracts, deeds, easements, rights of first offer and refusal, restrictions, affidavits, certificates and any and all other documents, instruments and agreements which my attorney, in his sole and absolute discretion, may determine to be necessary or desirable in connection with the sale of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property") which I own, either individually or jointly with others.

2. **Buy Property.** To buy any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my attorney shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my attorney.

3. **Receive Money Derived from Property.** To receive all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or hereafter belonging to me or that may accrue, or be owing, to me from any source or on any account.

4. **Enter Into Obligations and Pay Business Expenses.** To obligate me, and to pay, for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my attorney may deem necessary or desirable to be paid in relation to any properties or businesses.

5. **Participate in Legal Proceedings.** To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that any loss resulting therefrom will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.

6. **Compromise Claims.** To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed be due, to any governmental authority.

7. **Give Receipts and Discharge Indebtedness.** To collect and receive and give receipts for, any property, security for property, debts, settlements or anything whatsoever owing to me, and regardless of the individual or public or private entity involved and to satisfy and discharge, of record, any lien now or hereafter standing in my name or securing any obligation owing to me.

8. **Deposit Funds in Financial Institution.** To deposit any funds to which I may be or become entitled to my credit or for my account in any bank, trust company, savings and loan association, credit union, brokerage firm or other financial or thrift institution (hereinafter any of such organizations are referred to as a "Financial Institution") and to contract for any services rendered by any Financial Institution.

9. **Withdraw Funds on Deposit.** To withdraw funds deposited by me or by my attorney for my account in any Financial Institution and to make appropriate arrangements for any such withdrawal by check signed by my attorney in my name, or by any other appropriate means, all as my attorney may deem fit.

10. **Make Investments.** To invest and reinvest all or any part of my property or interest of any kind in any property or interests (including undivided interests) in property, real,

personal, intangible or mixed, wherever located, including, without being limited to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts, all without any such investment or reinvestment being limited in any respect by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my attorney; and to establish, utilize and terminate checking, savings and money market accounts with any Financial Institution.

11. **Deal With Real and Tangible Personal Property.** With respect to real or tangible personal property (including but not limited to real or tangible property, including the Property, that I own or have an interest in or that I, or my attorney for my account, may hereafter acquire or receive): to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my attorney may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means; to insure; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described herein; to do any act of management and conservation, to pay, to compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this instrument the descriptions of any real or tangible personal property in which I may now have or hereafter acquire an interest.

12. **Delegate Investment Discretion.** To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my attorney deems it appropriate or desirable, to pay such third party or parties for services.

13. **Incur Indebtedness.** To incur indebtedness in my name and execute any evidence thereof and give security therefor by way of pledge, mortgage or other form of hypothecation.

14. **Vote Securities and Represent My Interest in Property.** To vote at all meetings of the holders of any stock or securities of any incorporated or unincorporated company or association, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest therein now held or which may hereafter be acquired by me therein or in respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest.

15. **Represent My Interest in Any Business.** To engage in, continue, dispose of or terminate any business, including farming and timbering, as a partner (general or limited) or as a sole proprietor; to incorporate or join with others in incorporating any business, property or assets of mine; and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture.

16. **Execute Proxies.** To execute proxies and to permit others to take any such action.

17. **Give Notice and Exercise Options.** To give any notices and exercise any options in my name.

18. **Employ Agents and Attorneys.** To employ other agents and attorneys, including attorneys at law, and pay them reasonable compensation.

19. **Endorse Securities or Other Legal Paper.** To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.

20. **Take Action and Exercise Powers As Grantor or Beneficiary of Trust or Estate.** To take any action which I might take or exercise any power which I might have as a grantor or beneficiary of any trust or estate (including, without limitation, disclaiming any interest I may have in any trust or estate, and withdrawing any income and/or principal from any revocable trust created prior to or after the execution of this power).

21. **Exercise Certain Ministerial Functions as a Fiduciary.** To do any act for me in my capacity as executor of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person.

22. **Nominate Fiduciaries.** To nominate and/or petition for the appointment of my attorney or any person my attorney deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive.

23. **Execute Legal Instruments.** For the purpose of exercising the aforesaid powers, or any of them, to execute, guarantee, endorse and deliver in my behalf all checks, notes,

contracts, transfers, assignments, leases, releases, deeds, mortgages, easements, rights of first offer and refusal, restrictions, affidavits, certificates, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my attorney may deem advisable.

24. Carry Out and Enforce Powers Granted Herein. In connection with the exercise of the powers herein described, my attorney is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, to seek on my behalf and at my expense, including, without limitation, the following:

a. a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my attorney to perform any act authorized by this instrument;

b. a mandatory injunction requiring compliance with my attorney's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and

c. actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

25. Delegate to a Third Person Any of the Powers Granted Herein. To delegate any or all of the powers I have granted herein to my attorney to a third person, upon such terms and conditions and for such duration as my attorney may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that any third party selected by my attorney shall be authorized to act as "my attorney" hereunder just as if I had originally appointed such third person herein to perform the powers granted to such third person by my attorney; such delegation shall be done by a written instrument executed by my attorney that shall be attached as an exhibit to this durable power of attorney.

Indemnity of Persons Relying Upon My Attorney. For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my attorney given in this instrument, I hereby represent, warrant and agree that:

a. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my attorney acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;

b. The powers conferred on my attorney by this instrument may be exercised by my attorney alone and my attorney's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my attorney hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

c. No Person who acts in reliance upon any representations my attorney may make as to (i) the fact that my attorney's powers are then in effect, (ii) the scope of my attorney's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my attorney continues to serve as my attorney shall incur any liability to me, my estate, my heirs or assigns for permitting my attorney to exercise any such authority, nor shall any Person who deals with my attorney be responsible to determine or insure the proper application of funds or property; and

d. All Persons from whom my attorney may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my attorney without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my attorney's requests.

Lineal Descendants. The term "lineal descendants" shall for all purposes of this power of attorney be deemed to include persons legally adopted. In addition, the term "lineal descendants" shall for all purposes of this power of attorney be deemed to include both persons of the blood of, and persons legally adopted by, legally adopted persons.

Death. My death shall not revoke or terminate this agency as to my attorney or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

Amendment and Revocation. This instrument may be amended or revoked by me, and my attorney may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my attorney. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My attorney may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

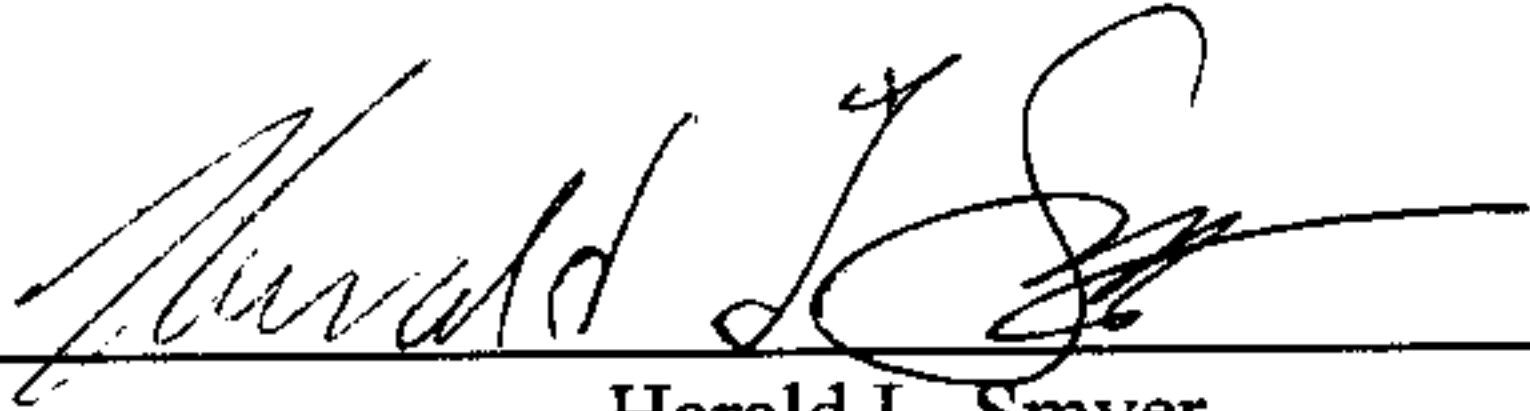
Unenforceable Provisions. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

Governing Law. This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my attorney.

Headings. The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.

Counterparts. This instrument may be executed in multiple counterpart originals, and all such counterpart originals shall have equal force and effect. In addition, my attorney is authorized to make photocopies of this instrument as frequently and in such quantity as my attorney shall deem appropriate. All photocopies shall have the same force and effect as any original.

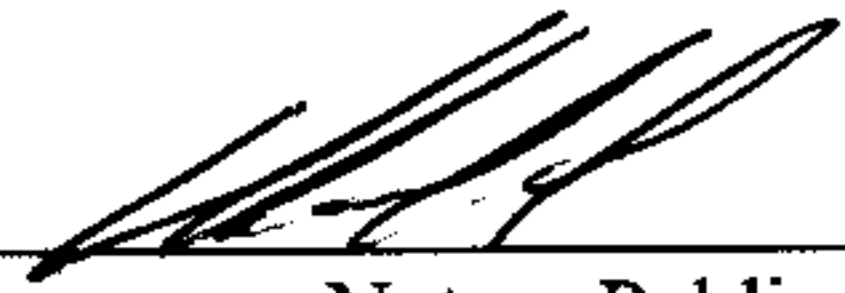
IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 9 day of September, 2000.


Harald L. Smyer

STATE OF Cal. For. in)
COUNTY OF Alameda)

I, a Notary Public in and for said county in said state, hereby certify that Harald L. Smyer, whose name is signed to the foregoing power of attorney, and who is ~~known to me~~, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 9 day of September, 2000.


Notary Public
My Commission expires June 4 2003

[NOTARIAL SEAL]

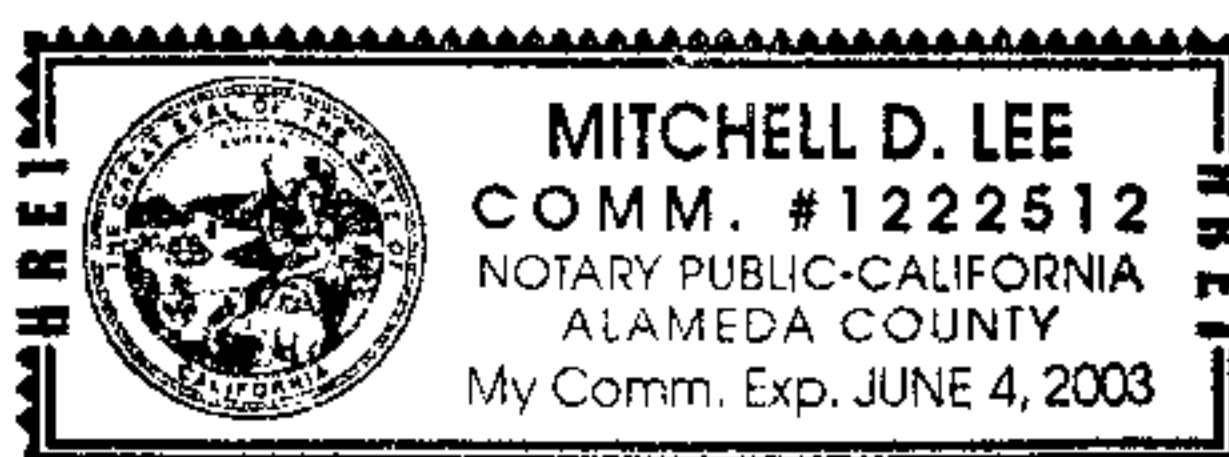


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that part of Sections 19 & 30, Township 18 South, Range 1 East and all that part of Section 23, 24 & 25 Township 18 South, Range 1 West, Shelby County, Alabama more particularly described as commencing at a point purported to be the northwest corner of the southwest quarter of said Section 24; thence S 02° 03' 30" W a distance of 138.65 feet to a point; N 45° 47' 07" E a distance of 30.00 feet to a point; thence S 44° 12' 53" E a distance of 30.00 feet to the point of beginning; said point is also located on the southeastern right-of-way for Dunnavant Valley Road (County Highway 41); said point is also located on a curve to the left having a radius of 10549.00 feet; thence from the point of beginning and along the arc of said curve a chord bearing of S 47° 30' 14" W a distance of 599.20 feet to a point; thence continuing along the arc of said curve a chord bearing of S 40° 56' 34" W a distance of 1814.47 feet to a 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence N 87° 28' 33" E a distance of 1042.93 feet to a 5/8" rebar found; thence S 66° 01' 27" E a distance of 1023.14 feet to a 1" hollow pipe found; thence S 01° 08' 52" W a distance of 1712.92 feet to a 1/2" rebar found; thence S 33° 27' 11" E a distance of 396.76 feet to a 3/4" pinched pipe found; thence S 35° 41' 12" W a distance of 397.00 feet to a 5/8" rebar found; thence S 19° 19' 17" E a distance of 671.75 feet to a 1/2" rebar found; thence S 89° 14' 50" E a distance of 1556.81 feet to a 5/8" rebar found; thence S 88° 35' 53" E a distance of 1983.36 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence N 50° 58' 36" E a distance of 119.49 feet to a point; thence N 49° 49' 15" E a distance of 142.15 feet to a point; thence N 47° 31' 38" E a distance of 130.15 feet to a point; thence N 49° 42' 08" E a distance of 108.90 feet to a point; thence N 47° 16' 17" E a distance of 128.78 feet to a point; thence N 38° 07' 31" E a distance of 85.03 feet to a point; thence N 55° 41' 33" E a distance of 116.63 feet to a point; thence N 46° 15' 12" E a distance of 282.80 feet to a point; thence N 45° 47' 53" E a distance of 118.45 feet to a point; thence N 42° 16' 57" E a distance of 107.64 feet to a point; thence N 48° 17' 32" E a distance of 117.75 feet to a point; thence N 46° 55' 36" E a distance of 119.65 feet to a point; thence N 46° 04' 42" E a distance of 127.27 feet to a point; thence N 51° 30' 31" E a distance of 106.05 feet to a point; thence N 49° 42' 35" E a distance of 166.52 feet to a point; thence N 47° 46' 09" E a distance of 103.39 feet to a point; thence N 38° 29' 30" E a distance of 122.90 feet to a point; thence N 41° 29' 05" E a distance of 123.37 feet to a point; thence N 42° 34' 27" E a distance of 125.23 feet to a point; thence N 41° 39' 59" E a distance of 103.04 feet to a point; thence N 45° 02' 20" E a distance of 90.72 feet to a point; thence N 42° 31' 02" E a distance of 96.48 feet to a point; thence N 41° 59' 25" E a distance of 103.07 feet to a point; thence N 41° 15' 28" E a distance of 140.32 feet to a point; thence N 49° 46' 45" E a distance of 130.73 feet to a point; thence N 43° 41' 09" E a distance of 180.52 feet to a point; thence N 42° 25' 12" E a distance of 170.80 feet to a point; thence N 42° 19' 14" E a distance of 158.58 feet to a point; thence N 46° 27' 28" E a distance of 87.61 feet to a point; thence N 45° 20' 31" E a distance of 185.60 feet to a point; thence N 42° 59' 27" E a distance of 187.82 feet to a point; thence N 34° 34' 56" E a distance of 128.37 feet to a point; thence N 46° 54' 18" E a distance of 128.10 feet to a point; thence N 45° 41' 01" E a distance of 188.20 feet to a point; thence N 39° 18' 53" E a distance of 86.03 feet to a point; thence N 45° 34' 14" E a distance of 87.57 feet to a point; thence N 44° 56' 46" E a distance of 112.75 feet to a point; thence N 48° 44' 42" E a distance of 121.85 feet to a point; thence N 45° 19' 45" E a distance of 175.07 feet to a point; thence N 46° 00' 53" E a distance of 83.29 feet to a point; thence N 45° 02' 59" E a distance of 92.17 feet to a point; thence N 52° 30' 54" E a distance of 132.28 feet to a point; thence N 47° 26' 42" E a distance of 128.80 feet to a point; thence N 41° 43' 39" E a distance of 99.42 feet to a point; thence N 41° 18' 54" E a distance of 161.81 feet to a point; thence N 36° 30' 33" E a distance of 100.54 feet to a point; thence N 42° 28' 09" E a distance of 157.69 feet to a point; thence N 45° 09' 07" E a distance of 157.78 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" thence N 43° 01' 21" W a distance of 1447.11 feet; thence N 43° 01' 21" W a distance of 1095.16 feet; thence N 88° 01' 21" W a distance of 1038.49 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS", thence S 16° 39' 46" W a distance of 219.55 feet to a 5/8" rebar found; thence N 86° 52' 38" W a distance of 447.03 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS", thence S 83° 48' 26" W a distance of

329.72 feet to a 5/8" rebar found; thence S 11° 58' 25" W a distance of 7.00 feet to a point; thence S 49° 36' 19" E a distance of 42.78 feet to a point; thence S 76° 33' 45" E a distance of 85.00 feet to a point; thence S 19° 03' 52" E a distance of 34.27 feet to a point; thence S 54° 34' 24" W a distance of 123.46 feet to a point; thence S 41° 11' 45" W a distance of 13.87 feet to a point; thence S 39° 03' 55" W a distance of 98.24 feet to a point; thence S 32° 40' 19" W a distance of 70.33 feet to a point; thence S 19° 30' 46" W a distance of 54.77 feet to a point; thence S 39° 25' 21" W a distance of 159.63 feet to a point; thence S 24° 13' 07" W a distance of 102.80 feet to a point; thence S 35° 31' 34" W a distance of 52.03 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence S 57° 43' 06" W a distance of 91.35 feet to a point; thence S 58° 05' 57" W a distance of 81.95 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence S 71° 24' 56" W a distance of 66.61 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; on the eastern right-of-way for Smyer Lake Road; said point is also located on a curve to the right having a radius of 230.00 feet; thence along the arc of said curve a chord bearing of S 17° 28' 23" E a distance of 187.28 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 06° 33' 06" W a distance of 232.86 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence S 06° 33' 06" W a distance of 54.23 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the left having a radius of 125.94 feet; thence along the arc of said curve a chord bearing of S 04° 25' 03" E a distance of 47.93 to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 156.83 feet; thence along the arc of said curve a chord bearing of S 04° 38' 46" W a distance of 107.45 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 156.83 feet; thence along the arc of said curve a chord bearing of S 36° 19' 39" W a distance of 63.33 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 586.73; thence along the arc of said curve a chord bearing of S 38° 43' 53" W a distance of 188.52 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 800.64 feet; thence along the arc of said curve a chord bearing of S 35° 50' 35" W a distance of 177.28 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0050-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 980.00; thence along the arc of said curve a chord bearing of S 41° 01' 08" W a distance of 40.38 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 395.08 feet; thence along the arc of said curve a chord bearing of S 51° 28' 35" W a distance of 159.40 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 187.19 feet; thence along the arc of said curve a chord bearing of S 54° 09' 52" W a distance of 58.24 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 45° 12' 53" W a distance of 220.45 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the right having a radius of 211.45 feet; thence along the arc of said curve a chord bearing of S 61° 59' 50" W a distance of 122.11 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 517.47 feet; thence along the arc of said curve a chord bearing of S 71° 34' 22" W a distance of 129.84 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 694.70 feet; thence along the arc of said curve a chord bearing of S 71° 01' 45" W a distance of 161.22 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 281.15 feet; thence along the arc of said curve a chord bearing of S 69° 32' 07" W a distance of 79.79 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 216.57 feet; thence along the arc of said curve a chord bearing of S 71° 30' 57" W a distance of 76.24 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 162.83 feet; thence along the arc of said curve a chord bearing of S 70° 54' 07" W a distance of 60.75 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 301.22 feet; thence along the arc of said curve a chord

bearing of S 70° 42' 34" W a distance of 110.40 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 149.34 feet; thence along the arc of said curve a chord bearing of S 52° 54' 38" W a distance of 141.87 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 24° 33' 09" W a distance of 42.18 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the left having a radius of 608.21 feet; thence along the arc of said curve a chord bearing of S 19° 20' 18" W a distance of 110.55 feet to an axle found; thence S 76° 21' 29" E a distance of 316.97 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" thence S 29° 38' 10" W a distance of 402.33 feet to an axle found; thence S 10° 45' 28" W a distance of 70.13 feet to a point; thence S 29° 02' 39" E a distance of 91.65 feet to a point; thence S 48° 10' 11" E a distance of 45.04 feet to a point; thence S 72° 22' 17" E a distance of 51.58 feet to a point; thence S 59° 04' 23" E a distance of 19.21 feet to a point; thence S 17° 46' 44" E a distance of 23.11 feet to a point; thence S 03° 59' 00" E a distance of 40.96 feet to a point; thence S 60° 42' 01" E a distance of 17.58 feet to an axle found; thence N 82° 42' 41" E a distance of 408.95 feet to an axle found; thence S 69° 17' 19" E a distance of 150.00 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence S 09° 36' 23" W a distance of 124.56 feet to a point; thence S 59° 52' 45" W a distance of 88.47 feet to a point; thence S 59° 42' 41" W a distance of 54.67 feet to a point; thence S 54° 30' 07" W a distance of 83.51 feet to a point; thence S 54° 05' 42" W a distance of 183.15 feet to a point; thence S 31° 10' 44" W a distance of 24.62 feet to a point; thence S 02° 58' 25" E a distance of 54.31 feet to a point; thence S 08° 06' 17" E a distance of 55.68 feet to a point; thence S 07° 52' 47" W a distance of 42.50 feet to a point; thence S 29° 41' 13" W a distance of 36.81 feet to a point; thence S 40° 11' 36" W a distance of 83.71 feet to a point; thence S 45° 47' 02" W a distance of 39.57 feet to a point; thence S 60° 09' 35" W a distance of 154.04 feet to a point; thence S 51° 01' 17" W a distance of 29.23 feet to a point; thence S 26° 26' 32" W a distance of 53.88 feet to a point; thence S 08° 06' 53" W a distance of 51.08 feet to a point; thence S 26° 47' 56" W a distance of 39.78 feet to a point; thence S 74° 58' 25" W a distance of 73.31 feet to a point; thence S 84° 17' 55" W a distance of 24.41 feet to a point; thence S 34° 25' 23" W a distance of 15.47 feet to a point; thence S 52° 43' 18" W a distance of 112.24 feet to a point; thence S 39° 13' 25" W a distance of 45.25 feet to a point; thence S 20° 33' 20" W a distance of 64.50 feet to a point; thence S 31° 00' 58" E a distance of 106.92 feet to a point; thence S 27° 02' 17" E a distance of 93.12 feet to a point; thence S 04° 21' 20" W a distance of 24.85 feet to a point; thence S 66° 35' 56" W a distance of 50.12 feet to a point; thence N 49° 05' 14" W a distance of 69.89 feet to a point; thence N 71° 53' 24" W a distance of 70.68 feet to a point; thence N 83° 57' 15" W a distance of 54.30 feet to an axle found; thence N 54° 59' 25" W a distance of 296.00 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" thence N 26° 42' 44" E a distance of 1054.00 feet to an axle found; thence N 67° 05' 54" W a distance of 387.77 feet to an axle found; thence N 19° 42' 31" E a distance of 680.80 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" on a curve to the left having a radius of 205.00 feet; thence along the arc of said curve a chord bearing of N 21° 24' 00" W a distance of 112.96 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 255.83 feet; thence along the arc of said curve a chord bearing N 31° 42' 45" W a distance of 50.65 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 130.00 feet; thence along the arc of said curve a chord bearing of N 75° 29' 07" W a distance of 197.57 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 55° 03' 40" W a distance of 116.43 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the right having a radius of 98.49 feet; thence along the arc of said curve a chord bearing N 89° 08' 55" W a distance of 115.20 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 80.00 feet; thence along the arc of said curve a chord bearing of N 64° 35' 18" W a distance of 31.16 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the right having a radius of 145.00 feet; thence along the arc of said curve a chord bearing of N 44° 45' 51" W a distance of 149.59 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence N 09° 21' 43" W a distance of 1.15 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at

the point of beginning of a curve to the right having a radius of 264.77 feet; thence along the arc of said curve a chord bearing of N 18° 18' 57" E a distance of 282.03 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence N 50° 29' 48" E a distance of 90.00 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence N 50° 29' 48" E a distance of 182.65 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the left having a radius of 168.44 feet; thence along the arc of said curve a chord bearing of N 29° 30' 28" E a distance of 120.67 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence N 08° 31' 08" E a distance of 352.37 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at a point of beginning of a curve to the left having a radius of 145.69 feet; thence along the arc of said curve a chord bearing of N 18° 26' 59" W a distance of 132.14 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 60.00 feet; thence along the arc of said curve a chord bearing of N 62° 39' 01" W a distance of 35.55 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve and the point of beginning of a curve to the left having a radius of 73.94 feet; thence along the arc of said curve a chord bearing of S 76° 49' 55" W a distance of 54.46 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 53° 32' 48" W a distance of 87.00 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the right having a radius of 185.48 feet; thence along the arc of said curve a chord bearing of S 62° 35' 34" W a distance of 55.23 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 71° 09' 15" W a distance of 3.98 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the left having a radius of 125.00 feet; thence along the arc of said curve a chord bearing of S 53° 36' 14" W a distance of 75.39 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 36° 03' 13" W a distance of 77.09 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the point of beginning of a curve to the right having a radius of 324.11 feet; thence along the arc of said curve a chord bearing of S 45° 55' 11" W a distance of 111.07 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS" at the end of said curve; thence S 55° 47' 10" W a distance of 30.81 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence N 34° 12' 50" W a distance of 20.00 feet to a capped 5/8" rebar set and stamped "CLASSIC CA-0550-LS"; thence N 00° 53' 35" W a distance of 73.69 feet to a 1/2" rebar found; thence N 68° 23' 54" W a distance of 339.12 feet to a 1/2" rebar found; thence N 15° 47' 01" E a distance of 124.80 feet to a 1/2" rebar found; thence N 15° 47' 01" E a distance of 11.37 feet to a point; thence N 85° 47' 51" W a distance of 72.19 feet to a point; thence; N 82° 24' 26" W a distance of 56.25 feet to a point; thence N 85° 23' 17" W a distance of 38.23 feet to a point; thence N 78° 58' 24" W a distance of 69.12 feet to a point; thence N 83° 38' 23" W a distance of 49.67 feet to a point thence N 78° 27' 41" W a distance of 26.79 feet to a point; thence S 83° 25' 35" W a distance of 65.80 feet to a point; thence S 70° 38' 15" W a distance of 84.19 feet to a point; thence S 52° 31' 44" W a distance of 58.41 feet to a point; thence S 32° 34' 13" W a distance of 75.93 feet to a point; thence S 24° 38' 21" W a distance of 106.92 feet to a point; thence S 23° 21' 24" W a distance of 48.05 feet to a point; thence S 29° 46' 18" W a distance of 83.85 feet to a point; thence S 37° 35' 39" W a distance of 73.33 feet to a point; thence S 46° 03' 30" W a distance of 75.30 feet to a point; thence S 60° 23' 45" W a distance of 82.20 feet to a point; thence N 81° 27' 35" W a distance of 78.40 feet to a point; thence N 88° 18' 37" W a distance of 78.74 feet to a point; thence S 73° 46' 57" W a distance of 74.99 feet to a point; thence S 60° 40' 21" W a distance of 91.96 feet to a point; thence S 42° 19' 41" W a distance of 507.83 feet to a point; thence S 82° 37' 25" W a distance of 44.63 feet to a point; thence N 65° 26' 00" W a distance of 59.01 feet to a point; thence N 06° 36' 02" W a distance of 37.58 feet to a point; thence N 06° 36' 02" W a distance of 37.58 feet to a point; thence N 37° 02' 44" E a distance of 52.34 feet to a point; thence N 37° 02' 44" E a distance of 172.29 feet to a point; thence N 26° 30' 40 E a distance of 138.00 feet to a point; thence N 40° 06' 37" E a distance of 114.18 feet to a point; thence N 09° 52' 43" E a distance of 63.77 feet to a point; thence N 06° 01' 54" W a distance of 132.08 feet to a point; thence N 32° 08' 13" W a distance of 107.98 feet to a point; thence N 58° 23' 59" W a distance of 66.08 feet to a point; thence N 61° 29' 56" W a distance of 58.27 feet to a point; thence N 52° 25' 43" W a distance of 90.73 feet to a point; thence N 40° 23' 46" W a distance of 75.30 feet to a point, thence N 63° 05' 09" W a distance of 67.59 feet to a point; thence

N 73° 51' 54" W a distance of 33.60 feet to a point; thence N 19° 32' 18" W a distance of 129.78 feet to a 3/4" pinched pipe found; thence N 44° 40' 27" W a distance of 150.29 feet to the point of true beginning.

According to the survey of Goodwyn, Mills & Cawood, Inc. dated June 22, 2000, last revised December 14, 2000.

TOGETHER WITH THE FOLLOWING:

Parcel 1:

All that part of Section 19, Township 18 South, Range 1 East, bounded on the southeast by the crest of Double Oak Mountain; on the northeast by the northwest southeast diagonal line traversing the northeast quarter of said Section 19; on the northwest by the small branch traversing diagonally the center of the northeast quarter of the northwest quarter of said section; and on the southwest by the northwest southeast diagonal line traversing the center of said Section 19.

Also a small portion of the southeast quarter of the southwest quarter of Section 18, Township 18 South, Range 1 East, lying south of "duck swamp."

Parcel 2:

All that part of Southwest quarter of Southeast quarter of Section 18, Township 18 South, Range 1 East lying north, east and south of "duck swamp". Also, all that part of the northeast diagonal one-half of the northeast quarter of Section 19, Township 18 South, Range 1 East, lying northwest of the crest of Double Oak Mountain.

Inst # 2001-02965

**01/29/2001-02965
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 KMB 47.00**