

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

RESTRICTIVE COVENANTS, EASEMENTS AND REPURCHASE OPTION AGREEMENT

THIS RESTRICTIVE COVENANTS, EASEMENTS AND REPURCHASE OPTION AGREEMENT (this "Agreement") is made and entered into as of the 23 day of July, 2001 by and between WESTERVELT REALTY, INC., an Alabama corporation ("Grantor"), and DAVID E. FOLEY, BISHOP OF BIRMINGHAM IN ALABAMA, A CORPORATION SOLE ("Grantee").

RECITALS:

Contemporaneously herewith, Grantor has sold, transferred and conveyed to Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor is the owner of various real property situated adjacent to or in close proximity with the Property, including, specifically, that certain real property situated within 250 feet of the Property (the "Adjacent Property"), which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee, for the benefit of Grantee, a permanent, perpetual and non-exclusive access easement over and upon certain real property owned by Grantor (the "Easement Property") which is more particularly described in Exhibit C attached hereto and incorporated herein by reference. Attached hereto as Exhibit D and incorporated herein by reference is a reduced-size copy of a survey (which is not to scale) (the "Survey") indicating the approximate locations of the Property, the Adjacent Property and the Easement Property.

Grantor and Grantee desire to subject and encumber the Property and the Adjacent Property with certain restrictions which limit and restrict the uses of the Property and the Adjacent Property.

Furthermore, Grantee desires to grant to Grantor a repurchase option to repurchase the Property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Use Restrictions.**

(a) The Property shall be used only for the operation of (i) a church, school and associated church and school facilities which shall include, but not be limited to, sanctuary buildings, school classrooms, recreational facilities, a rectory (home) and related improvements and (ii)

Alabama Title

residential housing for the elderly (but only to the extent that a church is situated on the Property) (collectively, the "Approved Uses"). The Property may not be developed or used for residential or other non-church commercial uses without the prior written consent of Seller, which approval shall not be unreasonably withheld or delayed.

(b) The Adjacent Property shall not be used for any of the following uses or purposes (collectively, the "Prohibited Uses"):

(i) Liquor or package store; provided, however, that the foregoing shall not be deemed to prohibit a full service convenience store with gasoline sales which also includes alcoholic beverage sales;

(ii) Bar, tavern, gambling establishment, dance hall, exotic dance business, massage parlor or spa, including, specifically, any businesses such as a "Hooters" bar or restaurant as maybe found in the greater Birmingham, Alabama metropolitan area and similar types of business establishments;

(iii) Mobile home, manufactured home or trailer sales facilities or parks;

(iv) Outside/outdoor car, truck, machinery or equipment sales facilities or repair or maintenance facilities; and

(v) Any other industrial uses (whether light or heavy industrial).

(c) No temporary structures shall be allowed or placed on either the Property or the Adjacent Property including, without limitation, mobile home trailers and manufactured buildings; provided, however, that the foregoing shall not prevent or prohibit construction trailers utilized during the construction of improvements on either the Property or the Adjacent Property, or a temporary real estate sales office.

(d) Any buildings to be constructed on either the Property or the Adjacent Property which are visible from U.S. Highway 280 or from either the Property or the Adjacent Property must be constructed of masonry materials. All driveways and parking areas to be constructed on either the Property or the Adjacent Property which are visible from U.S. Highway 280 or from either the Property or the Adjacent Property must be constructed of either concrete or asphalt. All improvements and landscaping on the Property and the Adjacent Property must be maintained in good condition and repair at all times.

(e) All design plans, including landscaping plans, for any buildings, structures or other improvements to be made to either the Property or the Adjacent Property shall be subject to review and approval by Seller and Purchaser, respectively, such approval not to be unreasonably withheld or delayed. If any such plans are submitted to either Seller or Purchaser for approval and

are not disapproved in writing within 14 days after submission of the same, then such submitted plans shall be deemed to have been approved by either Purchaser or Seller, respectively.

2. Grant of Access and Utility Easements.

(a) Subject to the rights reserved by Grantor pursuant to Paragraph 2(e) below to relocate the Easement Property, Grantor does hereby grant, bargain, sell and convey to Grantee a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Easement Property for the purposes of (i) providing vehicular and pedestrian access to and from the Property and U.S. Highway 280, including the right to construct, install, operate, maintain, repair and replace from time to time roadways (collectively, "Roadways") on the Easement Property; and (ii) constructing, installing, operating, maintaining, repairing and replacing from time to time on the Easement Property any and all lines, pipes, wiring, conduit, equipment, machinery and appurtenances (collectively, "Utility Lines") which may be necessary or required in order to provide publicly or privately owned or operated utility services to the Property or the Easement Property, including, without limitation, electrical, gas, telephone, water, sanitary sewer, storm drainage and storm sewer services, master television and cable television services and systems, security services and systems and other similar services and systems.

(b) Grantee acknowledges that that portion of the Easement Property shown on the Survey as the "Parkway" (the "Parkway") may be (i) developed by Grantor as an 80-foot right-of-way providing access to other real property owned by Grantor and (ii) improved by Grantor with pavement, curbing and gutters, medians, landscaping, street and traffic directional signage and other improvements. Grantor covenants and agrees that to the extent Grantor desires to construct a median on that portion of the Parkway which will be adjacent to or in close proximity with that portion of the Easement Property which is designated as the Access Road on the Survey (the "Access Road"), then such median shall be constructed so as to provide a median cut for the Access Road with turn lanes providing ingress to and egress from the Access Road. Grantor and Grantee each covenant and agree that no barricade or other divider (including, without limitation, fences, gates or other devices which limit, restrict or impede access) will be constructed or maintained on any portion of the Parkway which would prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic on the Parkway; provided, however, that Grantee shall have the right, at its option, to erect and maintain on any portion of the Access Road or on any portion of the Property gates, fences or other devices which limit, restrict or prohibit public access to the Property.

(c) Grantor acknowledges and agrees that the topographic conditions of the Property may require the relocation of the proposed Access Road to a point further south of the existing location of the Access Road (as shown on the Survey). Accordingly, Grantor agrees, subject to its review and approval of Grantee's plans for the relocation of the Access Road, which approval shall not be unreasonably withheld or delayed, to relocate the location of the Easement Property as may be reasonably requested by Grantee in order to accommodate the topographic conditions of the Property and any improvements planned for the Property. To the extent the Easement Property is relocated pursuant to the terms and provisions of this Paragraph 2(c), then Grantor and Grantee agree to amend Exhibit C hereto to properly reflect the new legal description of the Easement Property.

(d) Grantor shall be solely responsible for maintaining the Parkway, to the extent the Parkway is constructed on the Easement Property by Grantor; provided, however, that to the

extent the Parkway becomes a public roadway, then Grantor shall have no further obligation to maintain the Parkway. Any Roadways constructed by Grantee on the Access Road providing access to and from the Parkway and the Property shall be maintained solely by Grantee.

(e) Grantor reserves the right to relocate the Easement Property at any time subject to the satisfaction of the following conditions: (i) plans for the relocation of the Easement Property shall be prepared by Grantor and submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed, (ii) to the extent Grantee has constructed or installed any Roadways, Utility Lines or other improvements on any portion of the Easement Property, Grantor shall replace the same with substantially similar Roadways, Utility Lines or other improvements on the relocated Easement Property and (iii) Grantor and Grantee shall amend Exhibit C hereto in order to properly reflect the new legal description of the Easement Property.

3. **Grant of Slope Easement.** In connection with the installation or construction of any Roadways or Utility Lines by Grantee on or upon any portion of the Easement Property, Grantor does hereby grant, bargain, sell and convey unto Grantee a permanent, perpetual and non-exclusive slope easement over, across, through, under and upon those portions of the Adjacent Property to the extent reasonably necessary or required in connection with Grantee's construction, installation, maintenance, operation, repair or replacement of any such Roadways or Utility Lines. If, following Grantee's completion of construction of any Roadways or Utility Lines on the Easement Property, the slope easement granted herein is no longer necessary, then Grantor and Grantee agree to execute an amendment to this Agreement terminating the easement rights created pursuant to this Paragraph 3.

4. **Grant of Utility Connection Rights.** Grantor and Grantee do hereby grant to each other mutual, reciprocal, permanent, perpetual and non-exclusive easements to connect and tie-onto any Utility Lines which either Grantor or Grantee may construct on any portion of the Easement Property. Grantor and Grantee shall each be responsible for paying its own costs for any and all tap, reservation, service, demand and use charges levied by any applicable utility company with respect to the utilization of utility service provided through any such Utility Lines situated on or within any portion of the Easement Property.

5. **Grant of Drainage Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a permanent, perpetual and non-exclusive drainage easement over and upon the Adjacent Property for the purposes of providing storm and surface water drainage and run off from the Easement Property (and any Roadways constructed thereon by Grantee) and the Property. The easement granted pursuant to this Paragraph 5 shall include the right to construct, install, maintain, operate, repair and replace storm drainage facilities and improvements (collectively, "Drainage Improvements") on or within those portions of the Adjacent Property upon which natural drainage swales currently exist. To the extent Grantee elects to construct any Drainage Improvements on any portion of the Adjacent Property, such Drainage Improvements shall be constructed in a good workmanlike manner and in accordance with generally accepted engineering practices and all applicable governmental rules, regulations and requirements.

6. **Grant of Sanitary Sewer Easement Agreement.** Grantee does hereby grant, bargain, sell and convey unto Grantor a permanent, perpetual and non-exclusive easement twenty (20) feet in width running along the westernmost boundary of the Property, as shown on the Survey,

for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon underground lines, pipes, wiring, conduit, equipment, machinery and appurtenances (collectively, the "Sanitary Sewer Lines") which may be necessary or required in order to provide sanitary sewer service to any other real property situated adjacent to or in close proximity with the Property. To the extent any Sanitary Sewer Lines are installed on the Property pursuant to the easement rights granted pursuant to this Paragraph 6, then (a) Grantor acknowledges and agrees that Grantee may construct, install, operate, maintain, repair and replace within such easement areas paved parking facilities, roadways, walkways, landscaping, soccer and other athletic fields and related improvements thereon, (b) Grantor covenants and agrees to promptly repair and replace any such improvements or landscaping which may be damaged or destroyed as a result of the exercise of the easement rights granted hereto by Grantee to Grantor and (c) Grantee shall have the right, at its sole cost and expense, to tie-on, connect and use any of the Sanitary Sewer Lines constructed on the Property, subject to Grantee's payment of reasonable impact, reservation, tap, usage or other fees charged on a uniform, non-discriminatory basis to all other users of the sewer treatment facility to which such Sanitary Sewer Lines may be connected.

7. **Repurchase Option.** The Restrictive Covenants shall contain a repurchase option and a participation option in favor of Grantor on the following terms:

(a) In the event Grantee desires to sell, transfer or convey the Property or any portion thereof to a third party for development or use by such third party for purposes other than any of the Approved Uses, then, subject to the provisions of Paragraph 7(e) below, Grantee shall provide to Grantor a copy of the proposed sales contract, offer or letter of intent for such proposed sale (collectively, the "Third Party Sales Contract") and Grantor shall have the one time right to elect either of the following:

(i) Grantor shall have the right to repurchase that portion of the Property which Grantee desires to sell (the "Repurchase Option") at a purchase price equal to the sum of (1) the Net Purchase Price, as hereinafter defined, plus (2) fifty percent (50%) of the difference between the Net Resales Price, as hereinafter defined, and the Net Purchase Price; or

(ii) Grantor shall allow the sale to be made by Grantee to such third party pursuant to the terms of the Third Party Sales Contract and receive (the "Participation Option") fifty percent (50%) of the difference between the Net Resales Price and the Net Purchase Price, which amount will be payable to Grantor at the closing of the transaction contemplated by the Third Party Sales Contract.

(b) In order to exercise the Repurchase Option, Grantor must notify Grantee in writing of its desire to exercise the Repurchase Option within 14 days following the giving of written notice by Grantee to Grantor of its desire to transfer, sell and convey the Property or any portion thereof to a third party, which notice must include a copy of the Third Party Sales Contract. In the event Grantor timely exercises the Repurchase Option, Grantor shall be deemed to have agreed to purchase that portion of the Property described in the Third Party Sales Contract on the same terms

and conditions set forth in the Third Party Sales Contract (other than the purchase price which shall be determined in accordance with Paragraph 7(a)(i) above).

(c) In the event Grantor fails to timely exercise the Repurchase Option as provided above, then Grantor shall be deemed to have irrevocably waived the Repurchase Option and shall be deemed to have irrevocably elected to exercise the Participation Option in which event (i) the sale by Grantee to such third party may be consummated in accordance with the Third Party Sales Contract, (ii) that portion of the Property being sold to such third party may be used for any of the proposed uses specified in the Third Party Sales Contract so long as such proposed uses do not constitute any of the Prohibited Uses (and the requirement that the Property be used only for the Approved Uses shall no longer be binding on that portion of the Property sold) and (iii) upon the closing of the transaction contemplated by the Third Party Sales Contract, both the Repurchase Option and the Participation Option shall be deemed to have been satisfied in full and shall be of no further or effect with respect to that portion of the Property being sold.

(d) As used herein, the following terms shall have the following meanings:

(i) "Net Resales Price" shall mean the gross sales price to be paid to Grantee pursuant to the Third Party Sales Contract for the Property (or portion thereof being sold by Grantee) less actual closing costs and prorations including, specifically, title insurance premiums, real estate sales commissions, recording costs, attorneys' fees and other reasonable and customary closing costs and expenses paid by Grantee pursuant to the Third Party Sales Contract (prorated on a per acre basis to the extent less than all of the Property is being sold pursuant to the Third Party Contract); and

(ii) "Net Purchase Price" shall mean the gross purchase price paid by Grantee to Grantor for the Property plus actual closing costs and prorations including, specifically, survey costs, costs and expenses relating to inspections, investigations and due diligence inquiries with respect to the Property, recording costs, attorneys' fees and other reasonable and customary closing costs and expenses paid by Grantee in connection with the original purchase of the Property from Grantor (prorated on a per acre basis to the extent less than all of the Property is being sold pursuant to the Third Party Sales Contract).

(e) Notwithstanding anything provided herein to the contrary, neither the Repurchase Option nor the Participation Option shall be applicable to the sale, transfer or conveyance of the Property or any portion thereof to any successor in interest to Grantor or to any third party who will continue to utilize the Property or those portions thereof which are being purchased for any of the Approved Uses. Furthermore, to the extent the Net Resales Price payable to Grantee under the Third Party Sales Contract is less than the Net Purchase Price, then no payment shall be due and payable by Grantee to Grantor to the extent Grantor elects to exercise the Participation Option.

8. **Miscellaneous.**

(a) All of the terms and provisions of this Agreement (i) shall be and are covenants running with the land which shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns and (ii) shall be binding upon and inure to the benefit of all present and future owners of the Property, the Adjacent Property and the Easement Property and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(b) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement. The terms and provisions of this Agreement may be modified, amended or supplemented only by a written instrument executed by Grantor and all of the then owners of the Property, the Adjacent Property and the Easement Property.

(c) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(d) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) All notices required or permitted under this Agreement shall be in writing and shall be served on the parties hereto at the following addresses:

If to Grantor: Westervelt Realty, Inc.
Post Office Box 48999
Tuscaloosa, AL 35404-8999
Attention: George Lander

If to Grantee: David E. Foley, Bishop of Birmingham
Diocese of Birmingham in Alabama
P. O. Box 12047
Birmingham, Alabama 35202-2047

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States

Mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above or (iii) deposited with a nationally recognized overnight delivery courier service for next day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

[The Remainder of this Page Has Been Left Intentionally Blank]

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

GRANTOR:

WESTERVELT REALTY, INC., an Alabama corporation

By: B. P. Lander
Its: General Manager

STATE OF ALABAMA)
COUNTY OF Tuscaloosa)

I, the undersigned, a notary public in and for said county in said state, hereby certify that B. P. Lander, whose name as General Manager of WESTERVELT REALTY, INC., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13th day of July, 2001.

[NOTARIAL SEAL]

Dianne L. Griffin
Notary Public
My commission expires: April 10, 2004

GRANTEE:

David E. Foley

David E. Foley, Bishop of Birmingham in
Alabama, a corporation sole

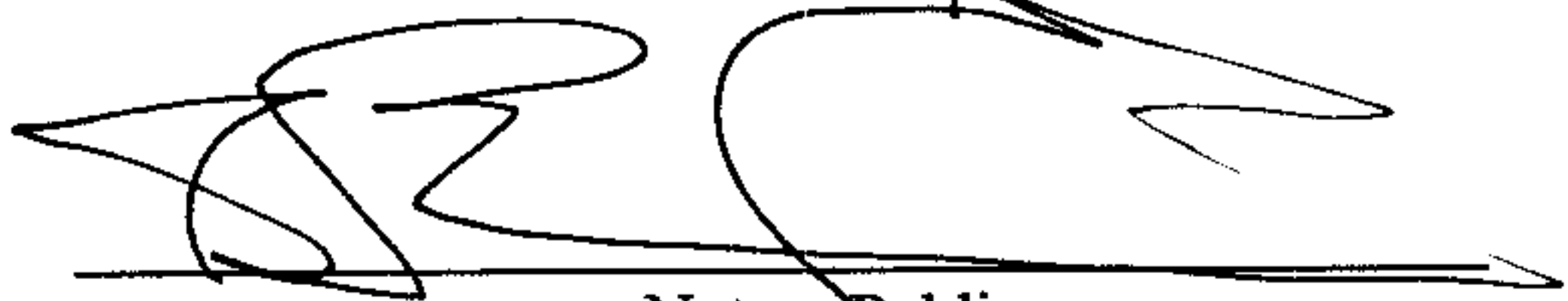
STATE OF ALABAMA)

:

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Most Reverend David E. Foley, whose name as Bishop of Birmingham in Alabama, a corporation sole, is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as Bishop of Birmingham in Alabama, with full authority, executed the same voluntarily for and as the official act of and on behalf of David E. Foley, Bishop of Birmingham in Alabama, a corporation sole.

Given under my hand and official seal, this 13th day of July, 2001.



Notary Public

My commission expires: 9/8/2001

[NOTARIAL SEAL]

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in the North-half of Section 25 and in the South-half of Section 24 all in Township 19 South, Range 1 East, Huntsville Meridian, in Shelby County, Alabama, containing 20.01 Acres, more or less, and being more particularly described as follows:

Start at an Axle accepted to mark the Northwest corner of said Section 25 and run South 85 degrees 36 minutes 49 seconds East (Assumed) and along the accepted Northern boundary of said Section 25 for a distance of 1250.12 feet to a Concrete Monument accepted to mark the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence run South 82 degrees 28 minutes 07 seconds East for a distance of 46.25 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of U.S. Highway 280, marking Station 933+50 and lying 210 feet South of centerline; thence run North 83 degrees 05 minutes 06 seconds East and along said Southern Right-of-Way margin for a distance of 257.28 feet to a Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking station 936+00 and lying 150 feet South of centerline; thence run South 83 degrees 23 minutes 43 seconds East and along said Southern Right-of-Way margin for a distance of 66.38 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking Point of curvature Station 936+66.83 and lying 150 feet South of centerline; thence run South 82 degrees 30 minutes 25 seconds East and along a curve in the Southern Right-of-Way margin of said U.S. Highway 280 being concave to the South and having a Delta of 23 degrees 08 minutes 30 seconds and a centerline Radius of 5729.58 feet for a chord distance of 194.28 feet to the POINT OF BEGINNING; thence run South 75 degrees 58 minutes 59 seconds East and along said curve in the Southern Right-of-Way margin of said U.S. Highway 280 for a chord distance of 1074.66 feet to a point; thence run South 23 degrees 01 minutes 46 seconds West for a distance of 710.80 feet to a point; thence run North 78 degrees 23 minutes 44 seconds West for a distance of 1247.69 feet to a point; thence run North 23 degrees 01 minutes 46 seconds East for a distance of 158.96 feet to a point; thence run North 37 degrees 23 minutes 59 seconds East for a distance of 651.03 feet to the POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

State of Alabama)
Shelby County)

Highway 280 Church Parcel
250' Buffer

A parcel of land located in the North-half of Section 25 and in the South-half of Section 24 all in Township 19 South, Range 1 East, Huntsville Meridian, in Shelby County, Alabama, containing Eighteen and Six tenths (18.60), more or less, and being more particularly described as follows:

Start at an Axle accepted to mark the Northwest corner of said Section 25 and run South 85 degrees 36 minutes 49 seconds East (Assumed) and along the accepted Northern boundary of said Section 25 for a distance of 1250.12 feet to a Concrete Monument accepted to mark the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence run South 82 degrees 28 minutes 07 seconds East for a distance of 46.25 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of U.S. Highway 280, marking Station 933+50 and lying 210 feet South of centerline; thence run North 83 degrees 05 minutes 06 seconds East and along said Southern Right-of-Way margin for a distance of 222.95 to the POINT OF BEGINNING; thence continue North 83 degrees 05 minutes 06 seconds East and along said Southern Right-of-Way margin of U.S. Highway 280 for a distance of 34.33 feet to a Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking station 936+00 and lying 150 feet South of centerline; thence run South 83 degrees 23 minutes 43 seconds East and along said Southern Right-of-Way margin for a distance of 66.38 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking Point of Curvature Station 936+66.83 and lying 150 feet South of centerline; thence run South 82 degrees 30 minutes 25 seconds East and along a curve in the Southern Right-of-Way margin of said U.S. Highway 280 being concave to the South and having a Delta of 23 degrees 08 minutes 30 seconds and a centerline Radius of 5729.58 feet for a chord distance of 194.28 feet to a point; thence run South 37 degrees 23 minutes 59 seconds West for a distance of 651.03 feet to a point; thence run South 23 degrees 01 minutes 46 seconds West for a distance of 158.96 feet to a point; thence run South 78 degrees 23 minutes 44 seconds East for a distance of 1247.69 feet to a point; thence run North 23 degrees 01 minutes 46 seconds East for a distance of 710.80 feet to a point, said point lying on the Southern Right-of-Way margin of said U.S. Highway 280, 150 feet South of centerline; thence run South 69 degrees 10 minutes 19 seconds East and along curve in the Southern Right-of-Way margin of said U.S. Highway 280, being concave to the South and having a Delta of 23 degrees 08 minutes 30 seconds and a centerline Radius of 5729.58 feet for a chord distance of 250.18 feet to a point; thence run South 23 degrees 01 minutes 46 seconds West for a distance of 924.95 feet to a point; thence run North 78 degrees 23 minutes 44 seconds West for a distance of 1735.70 feet to a point; thence run North 7 degrees 52 minutes 01 seconds East for a distance of 82.81 feet to a point; thence run North 23 degrees 01 minutes 46 seconds East for a distance of 411.74 feet to a point; thence run North 37 degrees 23 minutes 59 seconds East for a distance of 527.71 feet to the POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT PROPERTY

A Sixty foot (60') Ingress/Egress Easement, located in the North-half of Section 25, Township 19 South, Range 1 East, Huntsville Meridian, in Shelby County, Alabama, and lying thirty Foot (30') each side of the following described centerline:

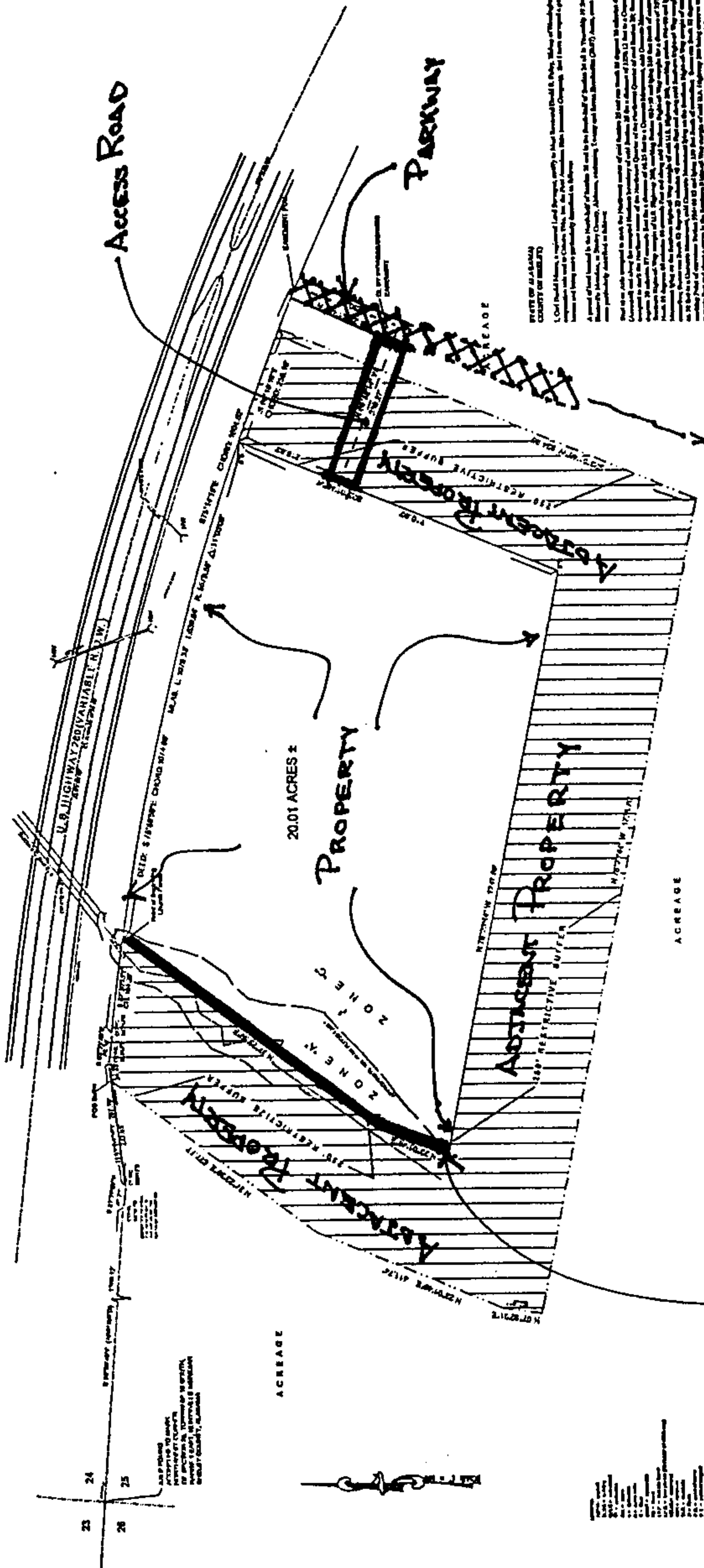
Start at an Axle accepted to mark the Northwest corner of said Section 25 and run South 85 degrees 36 minutes 49 seconds East (Assumed) and along the accepted Northern boundary of said Section 25 for a distance of 1250.12 feet to a Concrete Monument accepted to mark the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence run South 82 degrees 28 minutes 07 seconds East for a distance of 46.25 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of U.S. Highway 280, marking Station 933+50 and lying 210 feet South of centerline; thence run North 83 degrees 05 minutes 06 seconds East and along said Southern Right-of-Way margin for a distance of 257.28 feet to a Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking station 936+00 and lying 150 feet South of centerline; thence run South 83 degrees 23 minutes 43 seconds East and along said Southern Right-of-Way margin for a distance of 66.38 feet to a Concrete Monument, said Concrete Monument lying on the Southern Right-of-Way margin of said U.S. Highway 280, marking Point of Curvature Station 936+66.83 and lying 150 feet South of centerline; thence run South 75 degrees 14 minutes 15 seconds East and along a curve in the Southern Right-of-Way margin of said U.S. Highway 280 being concave to the South and having a Delta of 23 degrees 08 minutes 30 seconds and a centerline Radius of 5729.58 feet for a chord distance of 1604.52 feet to the POINT OF BEGINNING; thence run South 23 degrees 01 minutes 46 seconds West for a distance of 230.15 feet to a point; thence run North 66 degrees 58 minutes 14 seconds West for a distance of 339.27 feet to the POINT OF ENDING; said point lying on the East boundary of the Church Parcel, South 23 degrees 01 minutes 46 seconds West and a distance of 219.83 feet from the Northeast corner.

EXHIBIT D

SURVEY

See Attached.

SURVEY



STATE OF ALABAMA
COUNTY OF MOBILE

I, Carl David Hines, a licensed Land Surveyor in the State of Alabama, do hereby certify that I have personally surveyed the above described property and that the same is correctly and truthfully represented on this map.

A general land survey of the above described property was made by me on the 15th day of October, 2001, and the results of the same are shown on this map.

That the above described property is situated in the County of Mobile, State of Alabama, and that the same is correctly and truthfully represented on this map. I further certify that I have personally surveyed the above described property and that the same is correctly and truthfully represented on this map.

And I am the Surveyor.

A copy of this map, together with a true and correct copy of the plat of the same, is on file in the office of the Surveyor, Mobile, Alabama, and may be seen by any person at any time.

Witness my hand and seal of office this 15th day of October, 2001.

C. D. Hines
Surveyor

Carl David Hines
Surveyor

2001-29469

Inst # 2001-29469

07/17/2001-29469
08:06 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

53.00

015 MB