

This instrument prepared by:

Jack P. Stephenson, Jr.
Burr & Forman LLP
420 N. 20th Street, Suite 3100
Birmingham, Alabama 35203
(205) 458-5201

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into by and between Billy D. Eddleman and Douglas D. Eddleman, individuals (collectively "Eddleman"), Eddleman Properties, Inc., an Alabama corporation ("EPI"), and Courtside at Brook Highland Association, Inc., an Alabama nonprofit corporation (the "Courtside Association").

RECITALS:

Eddleman is the fee simple owner of a tract of real property located in Shelby County, Alabama, having approximately 20.15 acres and more particularly described on Exhibit A to this Agreement (the "Eddleman Property"). A swim and tennis facility, currently leased by Brook Highland Racquet Club, Inc., is situated on the Eddleman Property and the remainder of the Eddleman Property is currently undeveloped acreage. EPI is the owner of a tract of land adjoining the Eddleman Property having approximately 22.45 acres (the "Courtside Property") that has been submitted to the Declaration of Condominium of Courtside at Brook Highland, a Condominium (the "Courtside Declaration") as filed and recorded as Instrument #2001-29968 in the Probate Office of Shelby County, Alabama. EPI executed and filed the Courtside Declaration as the declarant in its capacity as owner of the Courtside Property and is currently

the owner of all condominium units ("Units") established by the Courtside Declaration. The Courtside Association has been organized to provide for the operation, management, maintenance, control and administration of the condominium established on the Courtside Property under the Courtside Declaration.

Eddleman has constructed an access road on the property described on Exhibit C to this Agreement (the "Access Road") to provide access to the public street known as Brook Highland Drive for all of the Eddleman Property and the Courtside Property. Eddleman, EPI and Courtside Association have entered into this Easement Agreement to provide for an easement for transportation and utilities along, across and under the Access Road to provide access to and from Brook Highland Drive for the benefit of all of the owners of property within the Eddleman Property and the Courtside Property.

In consideration for the construction of the Access Road, Eddleman has required that the owners of the Eddleman Property and Courtside Property, or a property owners' association or master association that has the power to assess such benefitted owners, assume responsibility for the cost of the regulation, care and maintenance (including landscaping) of the Access Road.

AGREEMENT:

NOW, THEREFORE, These Premises Considered and in consideration of the mutual covenants and undertakings of the parties as herein set forth, the undersigned parties hereby agree as follows:

1. Eddleman hereby gives, grants and conveys to EPI and Courtside Association, their successors and assigns, the following:

(a) a perpetual non-exclusive easement for ingress and egress of Motor Vehicles (herein defined), bicycles and pedestrians, over and across the Access Road. "Motor Vehicle" means an automobile, motorcycle, truck, trailer, semi-trailer, truck tractor, and semi-

trailer combination, or any other vehicle operated on the roads of the State of Alabama, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, such vehicles as run only upon a track;

(b) a perpetual non-exclusive easement over, across and under the Access Road for the installation, maintenance, repair and replacement of utilities that benefit all or a portion of the Courtside Property, including without limitation, water, sanitary sewer, electric, gas, cable television and telephone; provided that all transmission, distribution and other lines and pipes shall be placed underground; the owners of the Courtside Property shall pay all costs of installation, maintenance, repair and replacement of any such lines and pipes installed for the benefit of the Courtside Property; and the owners of the Courtside Property shall, at their expense, repair and replace all damage to the Access Road caused in connection with the installation, maintenance, repair or replacement of the utilities by the owners of the Courtside Property, and shall restore the Access Road to substantially the same condition as existed prior to such damage.

The easements herein granted to EPI and Courtside Association shall be for the benefit of the Courtside Property for the use and enjoyment of the owners of all or a portion of the Courtside Property (including specifically, but without limitation, the owners of Units established under the Courtside Declaration as the same may be amended), and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees and other invitees.

2. Eddleman hereby reserve for themselves as owners of the Eddleman Property and for their successors and assigns with respect to all or any portion of the Eddleman Property (including specifically, but without limitation, the owners of lots and condominium units within the Eddleman Property that are hereafter created or established) and for their respective

mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, employees, agents and other invitees, the right to use the Access Road for the benefit of all or a portion of the Eddleman Property in such manner and at such times as will not be inconsistent and unreasonably interfere with the use of the Access Road by the owners of the Courtside Property as herein provided. Such use shall include, without limitation, the right to use the Access Road for the passage of pedestrians and vehicles of all kinds and descriptions, for the installation, maintenance, repair and replacement of utilities that benefit the Eddleman Property and for signage with respect to the use of the Access Road. Eddleman hereby reserves the right to relocate the Access Road on the Eddleman Property so long as the Courtside Property has reasonable access to Brook Highland Drive.

3. Eddleman reserve for themselves as the owners of the Access Road and for their successors and assigns with respect thereto the exclusive right, but not the obligation, to construct, maintain, repair and replace the sidewalks, streets, entrance ways, parking areas, landscaping, and related improvements located on or about the Access Road; provided that Eddleman shall not construct or maintain any gates, fences, walls, curbs or other obstructions which will impair the ingress and egress of Motor Vehicles, bicycles and pedestrians or the installation of utilities as herein provided or otherwise interfere with the easements herein granted. Eddleman agrees to grade and surface the Access Road with high quality materials and to maintain the Access Road in good repair and usable condition which shall include, without limitation, the obligation to:

(a) maintain all pavement in the Access Road in a level, smooth and evenly covered condition;

(b) keep in repair any and all sidewalks, curbs, gutters, drainage facilities, directional signs, and markers along the Access Road;

(c) maintain all landscaped areas located on or about the Access Road in a clean and orderly condition which shall include, without limitation, mowing the grass, trimming the shrubbery, and removing and replacing plants; and

(d) remove all papers, debris, filth and refuse from and along the Access Road to the extent reasonably necessary to keep the Access Road in a clean and orderly condition.

4. Eddleman reserve for themselves as the owners of the Access Road and for their successors and assigns with respect thereto the exclusive right, but not the obligation, to regulate, control and police the traffic in the Access Road and from time to time to establish, modify, and enforce reasonable rules and regulations regarding the use of the Access Road. Eddleman in its discretion shall have the further right to establish security procedures and devices near the intersection of the Access Road and the boundary of the right of way for Brook Highland Drive as Eddleman determines is reasonable and in the interest of the Eddleman Property and the Courtside Property, including, without limitation, the provision of security personnel at the entrance of the Access Road and the limitation of access to the Access Road. Any security procedures and/or devices established by Eddleman shall be for the benefit of the owners of the Eddleman Property and the Courtside Property. The enforcement and/or application of such security procedures and/or devices shall not unreasonably interfere with the use of the Access Road as herein permitted.

5. Each record owner of any portion of the Eddleman Property and the Courtside Property (collectively the "Owners" and separately an "Owner") shall be obligated to pay to Eddleman an assessment (the "Access Road Assessment") on the terms and conditions herein set forth:

(a) The proceeds from the Access Road Assessment shall be applied to the maintenance of the Access Road in accordance with paragraph 3 hereof, the implementation of

traffic control and security procedures and/or devices in accordance with paragraph 4 hereof, the payment of taxes and charges in accordance with paragraph 8 hereof, and the payment of other expenses reasonably related to the management and administration of the Access Road (herein collectively referred to as the "Common Expenses"). The Access Road Assessment shall be allocated among the Owners in the ratio that the number of acres (to the nearest one thousandth of an acre) included in the subject property bears to the total number of acres in the Eddleman Property and the Courtside Property; provided that for purposes of this determination, any portion of the Eddleman Property and the Courtside Property that is subject to a subdivision plat or declaration of condominium for which an owners' association has been designated as responsible for the administration and maintenance of the subdivision or condominium shall be treated as a single parcel of property for purposes of determining such property's allocable share of the Access Road Assessment, and the Access Road Assessments allocable to such property shall be assessed against the Owners of such property in accordance with the governing instruments of their association.

(b) Eddleman shall levy the Access Road Assessment annually in such amount as is necessary to meet the projected Common Expenses. The amount of the Access Road Assessment shall be determined on or before December 1 of each calendar year and shall be based upon the projected Common Expenses for the following calendar year after taking into account any surplus or deficit with respect to the funds available to pay Common Expenses in the current year. At the time the annual Access Road Assessment is determined, Eddleman shall provide to each Owner a written notice of the amount of his or her respective annual Access Road Assessment. The Access Road Assessment shall be payable in advance in annual, semi-annual or quarterly installments as determined by Eddleman. Failure to make a timely assessment or to provide a written budget for Common Expenses shall not waive the right of

Eddleman for reimbursement for Common Expenses as herein provided, but no Owner shall be obligated to pay any assessment or to reimburse Eddleman for Common Expenses unless and until Eddleman shall have delivered to them notice of the assessment and/or claim for reimbursement together with a written accounting of the Common Expenses incurred prior to such notice of assessment, if any.

(c) In the event any Access Road Assessment levied by Eddleman with respect to an Owner shall become delinquent, then such Access Road Assessment, together with interest thereon at the rate of eight percent (8%) per annum, and costs of collection thereof, including court costs and reasonable attorneys fees, shall be a continuing lien on the property of the Owner and also a personal obligation of such Owner, and the heirs, successors and assigns of such Owner. No Owner may exempt himself from personal liability for any Access Road Assessment levied against his property during his ownership thereof by the conveyance or abandonment of his property, or any other matter. Eddleman may perfect the above described liens by recording a Claim of Lien in the Office of the Judge of Probate of Shelby County, Alabama, setting forth a description of the property being encumbered thereby, the name of its Owner, the amount due, the date when due and any other information customarily provided for in the enforcement of such liens. The lien on the property may be foreclosed in the same manner as real estate mortgages under the law of Alabama or may be foreclosed in any other manner which is permitted under the law of Alabama. Upon the full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record by an instrument of satisfaction which shall be signed by Eddleman and recorded in said Probate Office. Any party who acquires an interest in property, including, but not limited to, parties who acquire title by operation of law or at a judicial sale, shall not be entitled to possession or occupancy of the property or the improvements thereon until all unpaid Access Road Assessments on such property have been

paid in full. Any party who has a contract to purchase a property, or who proposes to make a loan secured by a mortgage on a property, may, by written request, inquire of Eddleman whether the property is subject to any Access Road Assessments and the due date of any such Access Road Assessments and the amount of interest due on any delinquent Access Road Assessments and an authorized representative of Eddleman shall give the requesting party a written response, providing all such information, within ten business days of Eddleman's receipt of such inquiry and such response shall be binding upon Eddleman. If the response is incorrect or if Eddleman does not make such response within said ten day period, any such Access Road Assessment shall not be an obligation of such purchaser or a lien on the property, but shall continue to be a personal obligation of the Owner of the property.

(d) Notwithstanding the provisions of this paragraph 5, the responsibility for paying Access Road Assessments with respect to all or any portion of the Eddleman Property and the Courtside Property may be assumed by a homeowners, condominium or other association (an "Association") which has the right to assess the Owners of property subject to the Access Road Assessments pursuant to one or more declarations of protective covenants, declarations of condominium or other instruments that have been or may be filed with respect to such property. Upon such assumption, an Association shall be responsible for assessing and collecting from its members who are Owners their allocable shares of such Access Road Assessments, and no Access Road Assessments shall be made against any Owner that is subject to assessment by such Association so long as the Association is not in default in the payment of the Access Road Assessment. In the event an Association shall fail to pay the Access Road Assessment when due and such failure shall not be cured within 90 days after written demand therefor, Eddleman shall have the right to revoke the assumption by the Association and to directly assess those Owners from whom the Association assumed the obligation to pay Access

Road Assessments for any unpaid assessments and for any future Access Road Assessments as herein provided.

6. Eddleman and their successors and assigns shall have the right to assign to the record owner of the Access Road or to an Association the right and power to enforce the provisions of this Easement Agreement, including the right to levy, collect and disburse the Access Road Assessments as herein contemplated, and to assign and delegate to such record owner of the Access Road or such Association all of its rights and obligations hereunder with respect to the Access Road, including the maintenance of the Access Road in accordance with paragraph 3 above and the implementation of traffic control and/or security measures in accordance with paragraph 4 above. Upon the acceptance of such assignment and delegation in writing by the owner of the Access Road or Association, as the case may be, Eddleman shall have no further rights and obligations under this Easement Agreement in its capacity as owner of the Access Road, including without limitation, its obligations under paragraphs 3 and 4 hereof.

7. Eddleman reserves for themselves as the owners of the Access Road and for their successors and assigns with respect thereto the exclusive right to declare or make the Access Road a dedicated or public road. In such event, the easements herein granted with respect to the Access Road and the obligation to maintain the Access Road in accordance with paragraph 3 above and to regulate the use of the Access Road in accordance with paragraph 4 above shall terminate upon such dedication, and the Owners of the Eddleman Property and the Courtside Property shall have no further obligation to pay any Access Road Assessments from and after such dedication.

8. The record owner of the Access Road shall pay, as a Common Expense, prior to delinquency, all real and personal property taxes and assessments levied against the Access Road directly to the appropriate taxing authorities. If any such tax or assessment is not so paid prior to

delinquency, then any other Owner may pay such tax, assessment or premium, and, upon submission of a written statement demanding reimbursement together with a receipt for such payment, such Owner shall be entitled to reimbursement from the other Owners for their proportionate shares of all such amounts expended.

9. Any person or entity acquiring fee or leasehold title (including the parties hereto) to all or any portion of the Eddleman Property or the Courtside Property, including the Access Road, (or any interest in any of such property), shall be bound by this Easement Agreement only as to such property or portion thereof (or interest therein) acquired by such person or entity. In addition, such person or entity shall be bound by this Easement Agreement only during the period such person or entity is the fee or leasehold owner of such property or portion thereof (or interest therein), except as to obligations, liabilities or responsibilities that accrue during said period. Subject to the provisions of paragraph 7 above, the easements, covenants and restrictions in this Easement Agreement shall continue to be benefits and servitude upon the Eddleman Property, the Courtside Property, and the Access Road, and to run with the title thereto.

10. No covenant, condition or restriction set forth in this Easement Agreement is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

11. The covenants and agreements herein contained shall be covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12. The easements, covenants and provisions of this Easement Agreement may be amended by a written instrument executed by Eddleman and Courtside Association; provided that no such amendment shall unreasonably interfere with the use of the Access Road as herein provided, unless agreed to by the owners of all of the Eddleman Property and the Courtside

Property. Such amendment shall be effective upon filing said instrument in the Probate Office of Shelby County, Alabama. Notwithstanding the provisions of this paragraph, Eddleman or EPI may at any time or from time to time withdraw portions of the Eddleman Property or the Courtside Property, as applicable, from the benefits and burdens of this Easement Agreement; provided that such property is then owned by Eddleman or EPI, as applicable, and is not included as part of an existing subdivision or condominium that has been recorded in the Probate Office of Shelby County, Alabama. The withdrawal of any such property shall be evidenced by filing in the Probate Office of Shelby County, Alabama, an amendment to this Easement Agreement executed by Eddleman or EPI, as applicable, setting forth the portions of the Eddleman Property or Courtside Property to be so withdrawn.

13. Courtside Association has executed this Easement Agreement to reflect (i) its intention to acquire the rights granted hereunder in favor of the Owners of the Courtside Property as a common element for the benefit of owners of Units in accordance with the Courtside Declaration; (ii) its assumption of the obligation of EPI and the subsequent owners of units on the Courtside Property to pay the Access Road Assessments as herein provided; and (iii) its determination that the pro rata share of Access Road Assessments to be assessed against the Owners of the Courtside Property is a proper common expense as defined and contemplated under the Courtside Declaration.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed this 8th day of May, 2002.

EDDLEMAN:

By: 

Billy D. Eddleman

By: 

Douglas D. Eddleman

EPI:

Eddleman Properties, Inc.

By: Billy D. Eddleman

Its: PRESIDENT

COURTSIDE ASSOCIATION:

Courtside at Brook Highland Association,
Inc.

By: Billy D. Eddleman

Its: PRESIDENT

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 8th day of May, 2002.

Annula M. Stahl

Notary Public

My Commission Expires: 1/23/04

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 8th day of May, 2002.

Susan S. Turner

Notary Public

My Commission Expires: 7/27/03

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this 8th day of May, 2002.

Susan S. Turner
Notary Public
My Commission Expires: 7/27/03

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Courtside at Brook Highland Association, an Alabama corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this 8th day of May, 2002.

Susan S. Turner
Notary Public
My Commission Expires: 7/27/03

EXHIBIT A

Legal Description of Eddleman Property

STATE OF ALABAMA
COUNTY OF SHELBY)

I, Kenneth B. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed a parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 29 and run North 45 degrees 09 minutes 34 seconds West for a distance of 28.13 feet to a point; thence run North 89 degrees 32 minutes 01 seconds East and parallel to and 20 feet from the South line of said Section 29, for a distance of 537.00 feet to a point; thence run North 30 degrees 56 minutes 59 seconds East for a distance of 143.27 feet to a point; thence run North 42 degrees 46 minutes 42 seconds East for a distance of 185.70 feet to a point; thence run North 47 degrees 37 minutes 05 seconds East for a distance of 264.61 feet to a point; thence run North 22 degrees 17 minutes 13 seconds East for a distance of 301.78 feet to the point of beginning; thence run North 0 degrees 37 minutes 52 seconds East for a distance of 274.24 feet to a point; thence run North 19 degrees 04 minutes 19 seconds West for a distance of 170.02 feet to a point; thence run North 0 degrees 31 minutes 58 seconds East for a distance of 354.16 feet to a point; thence run North 26 degrees 26 minutes 50 seconds East for a distance of 156.52 feet to a point; thence run North 68 degrees 44 minutes 47 seconds West for a distance of 204.61 feet to a point on a curve with a radial bearing in of North 68 degrees 44 minutes 47 seconds West and a central angle of 21 degrees 37 minutes 00 seconds and a radius of 503.60 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 190.00 feet to a point; thence run North 0 degrees 21 minutes 46 seconds West for a distance of 34.07 feet to a point on a curve to the right having a radius of 25.00 feet and a central angle of 85 degrees 43 minutes 52 seconds; thence run in a Northeasterly direction along the arc of said curve for a distance of 37.41 feet to a point; thence run North 10 degrees 23 minutes 14 seconds West for a distance of 60.30 feet to a point; thence run North 4 degrees 37 minutes 54 seconds West for a distance of 190.25 feet to a point; thence run North 56 degrees 26 minutes 39 seconds East for a distance of 271.76 feet to a point; thence run North 36 degrees 55 minutes 41 seconds East for a distance of 548.63 feet to a point; thence run South 4 degrees 18 minutes 02 seconds East for a distance of 25.13 feet to a point; thence run South 22 degrees 41 minutes 38 seconds East for a distance of 135.05 feet to a point; thence run South 31 degrees 42 minutes 55 seconds East for a distance of 135.05 feet to a point; thence run South 40 degrees 44 minutes 12 seconds East for a distance of 135.05 feet to a point; thence run North 44 degrees 45 minutes 09 seconds East for a distance of 160.00 feet to a point on a curve to the left which is concave to the Northeast having a radius of 698.62 feet and a central angle of 21 degrees 17 minutes 13 seconds and a radial bearing in of North 44 degrees 45 minutes 09 seconds East, said point being on the Southwest right of way line of Brook Highland Drive; thence run in a Southeasterly direction along the arc of said curve and also along said right of way for a distance of 259.56 feet to a point; thence leaving said right of way, turn an interior counterclockwise angle of 95 degrees 13 minutes 00 seconds from the chord of said curve and run South 28 degrees 53 minutes 33 seconds West for a distance of 47.48 feet to a point; thence run North 66 degrees 39 minutes 46 seconds West for a distance 107.74 feet to a point on a curve to the right having a radius of 379.40 feet and a central angle of 13 degrees 41 minutes 52 seconds and a radial bearing in of North 46 degrees 33 minutes 42 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 90.70 feet to a point on a reverse curve to the left having a radius of 219.48 feet and a central angle of 47 degrees 00 minutes 00 seconds and a radial bearing in of South 32 degrees 51 minutes 50 seconds East; thence run in a Southwesterly direction along the arc of said curve for a distance of 130.04 feet to a point on a reverse curve to the right having a radius of 223.21 feet and a central angle of 47 degrees 17 minutes 11 seconds and a radial bearing in of North 79 degrees 51 minutes 50 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 184.21 feet to a point; thence run South 46 degrees 04 minutes 46 seconds East for a distance of 149.77 feet to a point; thence run South 34 degrees 58 minutes 49 seconds West for a distance of 489.75 feet to a point; thence run South 38 degrees 20 minutes 33 seconds West for a distance of 267.91 feet to a point; thence run South 27 degrees 03 minutes 21 seconds West for a distance of 64.86 feet to a point; thence run South 13 degrees 31 minutes 38 seconds West for a distance of 82.06 feet to a point; thence run South 4 degrees 11 minutes 23 seconds West for a distance of 167.81 feet to a point; thence run South 19 degrees 36 minutes 28 seconds West for a distance of 351.86 feet to a point; thence run South 29 degrees 33 minutes 44 seconds West for a distance of 52.93 feet to a point; thence run North 21 degrees 28 minutes 32 seconds West for a distance of 65.36 feet to the point of beginning. Said parcel containing 20.62 acres, more or less.

Commence at the Southwest corner of said Section 29 and run North 45 degrees 09 minutes 34 seconds West for a distance of 28.13 feet to a point; thence run North 89 degrees 32 minutes 01 seconds East and parallel to and 20 feet from the South line of said Section 29, for a distance of 537.00 feet to a point; thence run North 30 degrees 56 minutes 59 seconds East for a distance of 141.27 feet to a point; thence run North 42 degrees 46 minutes 42 seconds East for a distance of 135.70 feet to a point; thence run North 47 degrees 37 minutes 05 seconds East for a distance of 264.61 feet to a point; thence run North 22 degrees 17 minutes 13 seconds East for a distance of 301.78 feet to a point; thence run North 0 degrees 37 minutes 52 seconds East for a distance of 274.24 feet to a point; thence run North 19 degrees 04 minutes 19 seconds West for a distance of 170.02 feet to a point; thence run North 0 degrees 31 minutes 58 seconds East for a distance of 354.16 feet to a point; thence run North 26 degrees 26 minutes 50 seconds East for a distance of 156.52 feet to a point; thence run North 68 degrees 44 minutes 47 seconds West for a distance of 204.61 feet to a point on a curve with a radial bearing in of North 68 degrees 44 minutes 47 seconds West and a central angle of 21 degrees 37 minutes 00 seconds and a radius of 503.60 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 190.00 feet to a point; thence run North 0 degrees 21 minutes 46 seconds West for a distance of 34.07 feet to a point on a curve to the right having a radius of 25.00 feet and a central angle of 85 degrees 43 minutes 52 seconds; thence run in a Northeasterly direction along the arc of said curve for a distance of 37.41 feet to a point; thence run North 10 degrees 23 minutes 14 seconds West for a distance of 60.30 feet to a point; thence run North 4 degrees 37 minutes 54 seconds West for a distance of 190.25 feet to a point; thence run North 56 degrees 26 minutes 39 seconds East for a distance of 271.76 feet to a point; thence run North 36 degrees 55 minutes 41 seconds East for a distance of 548.63 feet to a point; thence run South 4 degrees 18 minutes 02 seconds East for a distance of 25.13 feet to a point; thence run South 22 degrees 41 minutes 38 seconds East for a distance of 135.05 feet to a point; thence run South 31 degrees 42 minutes 55 seconds East for a distance of 135.05 feet to a point; thence run South 40 degrees 44 minutes 12 seconds East for a distance of 135.05 feet to a point; thence run North 44 degrees 45 minutes 09 seconds East for a distance of 160.00 feet to a point on a curve to the left which is concave to the Northeast having a radius of 698.62 feet and a central angle of 9 degrees 36 minutes 59 seconds and a radial bearing in of North 44 degrees 45 minutes 09 seconds East, said point being on the Southwest right-of-way line of Brook Highland Drive; thence run in a Southeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 117.25 feet to point on a curve to the right having a radius of 334.40 feet and a central angle of 22 degrees 00 minutes 00 seconds and a radial bearing in of North 54 degrees 51 minutes 50 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 128.40 feet to a point on a reverse curve to the left having a radius of 264.48 feet and a central angle of 47 degrees 00 minutes 00 seconds and a radial bearing in of South 32 degrees 51 minutes 50 seconds East; thence run in a Southwesterly direction along the arc of said curve for a distance of 216.96 feet to a point on a reverse curve to the right having a radius of 178.21 feet and a central angle of 51 degrees 00 minutes 00 seconds and a radial bearing in of North 79 degrees 51 minutes 50 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 158.62 feet to a point; thence run South 61 degrees 08 minutes 10 seconds West for a distance of 145.00 feet to the point of beginning of LESS & EXCEPT parcel; thence run South 28 degrees 51 minutes 50 seconds East for a distance of 80.00 feet to a point; thence run South 61 degrees 08 minutes 10 seconds West for a distance of 80.00 feet to a point; thence run North 28 degrees 51 minutes 50 seconds West for a distance of 65.00 feet to a point; thence run South 61 degrees 08 minutes 10 seconds West for a distance of 95.00 feet to a point; thence run North 28 degrees 51 minutes 50 seconds West for a distance of 80.00 feet to a point; thence run North 61 degrees 08 minutes 10 seconds East for a distance of 95.00 feet to a point; thence run North 28 degrees 51 minutes 50 seconds West for a distance of 15.00 feet to a point; thence run North 61 degrees 08 minutes 10 seconds East for a distance of 80.00 feet to a point; thence run South 28 degrees 51 minutes 50 seconds East for a distance of 80.00 feet to the point of beginning. Said parcel containing 0.4683 acres, more or less.

I furthermore certify that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in "a special flood hazard area"; that there are no encroachments on said land except as shown; that improvements are located as shown above; and that the correct address is as follows: BROOK HIGHLAND DRIVE according to my survey of: Dec. 15, 1992.

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

K. B. WEYGAND & ASSOCIATES, P.C.

Order No. 47999
Purchaser: EDDLEMAN CLUB PROP

572 S Contour added
1-10-94



Kenneth B. Weygand, Reg. Engr-L.S.#11769
Telephone: (205) 991-8965

EXHIBIT B

Legal Description of Courtside Property

The Survey of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. as recorded in Map Book 28, page 103 in the Probate Office of Shelby County, Alabama, being a resurvey of Lot 4 Brook Highland Commercial No. 3 as recorded in Map Book 23, page 91 in said office and a resurvey of part of Tracts 1, 2, 3 and 4 D. H. Lee Estates as recorded in Map Book 3, page 115 in said office, and being situated in the SW 1/4 of Section 29, Township 18 S, Range 1 W, Shelby County, Alabama.

EXHIBIT C

Legal Description of Access Road

A strip of land extending 40 feet on each side of the center line for the 80' easement for ingress and egress as reflected on the Plan of Courtside at Brook Highland, A Condominium, as prepared by K. B. Weygand & Associates, P.C. and recorded in Map Book 28, page 103 in the Probate Office of Shelby County, Alabama.