


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20030210000080990 Pg 1/18 65.00
Shelby Cnty Judge of Probate, AL
02/10/2003 13:02:00 FILED/CERTIFIED

STOCKPILE AND ACCESS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, Alabaster Retail Property, L.L.C., an Alabama limited liability company ("Retail"), has acquired the property described on Exhibit "A" attached hereto and made a part hereof ("Benefited Property"); and

WHEREAS, Retail intends to improve, or cause or permit to be improved, the Benefited Property in accordance with those certain plans and specifications prepared by Columbia Engineering described on Exhibit "B" attached hereto and made a part hereof ("Plans and Specifications"); and

WHEREAS, the improvement of the Benefited Property in accordance with the Plans will require surplus material to be excavated and removed off-site; and

WHEREAS, to facilitate the improvement of the Benefited Property in accordance with the Plans and Specifications, it is desirable for Retail to obtain an easement from Douglas M. Kent, Nina Kent, Douglas M. Kent, II and/or Rebecca Kent (jointly and severally, "Kent") in, upon, over and across that certain parcel of land owned by Kent described on Exhibit "C" attached hereto and made a part hereof ("Stockpile Easement Parcel") in order to haul, place, store and remove, from time to time, surplus material excavated from the Benefited Property; and

WHEREAS, subject to Kent's right to substitute the location of the Stockpile Easement Parcel in accordance with the provisions of this instrument, Kent desires by this instrument to grant and convey unto Retail an easement for such uses and purposes by Retail, and any and all other parties authorized by Retail and contractors performing site work on all or any portion of the Benefited Property, together with an easement for ingress, egress and access to and from the Stockpile Easement Parcel over, along and across that certain parcel of land owned by Kent described on Exhibit "D" attached hereto and made a part hereof ("Access Easement Parcel"), which Access Easement Parcel may be substituted by Kent in the event that Kent exercises its right to substitute the Stockpile Easement Parcel in accordance with the provisions of this instrument.

NOW, THEREFORE, for and in consideration of One Hundred Dollars and NO/100 (\$100.00) and other good and valuable consideration to the undersigned Kent, in hand paid by Retail, the receipt and sufficiency of which are hereby acknowledged, Kent and Retail do hereby agree as follows:

1. Kent does by these presents grant, bargain, sell and convey unto Retail, and Retail's successors, assigns and authorized parties as provided herein, the following described easements for use in connection with or relating to the Benefited Property:

(a) an easement on, over and across the Stockpile Easement Parcel for the use and purpose of hauling, placing, storing, and removing, from time to time, surplus material (including but not limited to topsoil and dirt) excavated from the Benefited Property ("Stockpile Easement"); and

(b) an easement on, over and across the Access Easement Parcel for the purpose of ingress, egress and access to and from the Stockpile Easement Parcel and the Benefited Property in connection with the use and grant of the Stockpile Easement ("Access Easement").

2. Notwithstanding the designation of the specific areas for the Stockpile Easement Parcel and the Access Easement Parcel in this instrument, Kent expressly reserves the right to "substitute" the locations of the Stockpile Easement Parcel and the Access Easement Parcel provided all of the following conditions and requirements are met:

(a) Kent notifies Retail in writing within fifteen (15) days immediately following the date of this instrument that it desires to exercise its right to substitute the location of the Stockpile Easement Parcel and/or the Access Easement Parcel, which substituted area(s) shall be generally as shown on the drawing attached hereto as Exhibit "E" and made a part hereof, it being understood that (i) the proposed substituted area for the Stockpile Easement Parcel shall provide the Stockpile Easement within that certain tract of land having an equivalent size and comparable configuration of the Stockpile Easement Parcel described on Exhibit "C" within a general area that is contiguous to the North line of the Benefited Property, such substituted area to have a South property line of approximately eight hundred (800) feet, to extend approximately five hundred (500) feet to a silo on the North, with an East property line being an existing tree line and its West property line being the berm formed by the existing topsoil behind the existing auto repair place on Highway 119, said substituted parcel containing approximately six (6) acres, and (ii) the proposed "substituted" area for the Access Easement Parcel shall provide the Access Easement to Alabama Highway 119 through an area of a minimum width of 30 feet incorporating the existing drive currently gated with a red gate.

(b) Promptly after Kent's notification to Retail that Kent desires to substitute the location for the Stockpile Easement Parcel and the Access Easement Parcel, Retail shall obtain a survey prepared by a registered, licensed surveyor in the State of Alabama, which shall contain a metes and bounds legal description of said areas, and be certified to Kent, Retail, the City of Alabaster ("City"), SouthTrust Bank ("SouthTrust"), and Lawyers Title Insurance Corporation ("Lawyers Title");

(c) Retail shall have approved such "substituted" area(s), as disclosed by the survey, which approval will not be unreasonably withheld or delayed but may be conditioned upon the approval of the same by SouthTrust;

(d) Retail, City and/or SouthTrust shall have received and satisfied themselves that no hazardous substance or environmental problem exists with respect to the proposed "substituted" area;

(e) Lawyers Title shall issue its commitment to endorse the policies issued in favor of Retail and SouthTrust Bank pertaining to the Stockpile Easement Parcel and the Access Easement Parcel in order to insure the Stockpile Easement and the Access Easement to the substituted Stockpile Easement Parcel and the substituted Access Easement Parcel vested in Retail and SouthTrust. To this end, Kent, Retail and SouthTrust must execute an appropriate instrument amending this instrument to substitute the legal description of the Stockpile Easement Parcel and the Access Easement Parcel set forth herein to the substituted Stockpile Easement Parcel and the substituted Access Easement Parcel as so approved by Retail, City and SouthTrust. Such amendment shall be in form and substance mutually satisfactory to Kent, Retail and SouthTrust Bank;

(f) All of the foregoing requirements and conditions in this paragraph 2 must be satisfied no later than sixty (60) days from the date of this instrument. To this end, Kent, Retail and those holding by and through them shall not unreasonably delay or withhold their consent or approval to the actions contemplated hereby.

3. The Stockpile Easement and the Access Easement, and all rights and privileges pertaining thereto, though granted herein to Retail may, at Retail's sole option and election, be assigned or conveyed, in whole or in part, by Retail to the City of Alabaster ("City") and to any subsequent owner, lender, or occupant of all or any portion of the Benefited Property. Further, the Stockpile Easement and the Access Easement may be used by Retail, and those parties to whom Retail may assign and grant such rights, whether in whole or in part, and any and all other parties authorized by Retail, or by any of such other parties, to perform or cause to be performed any site work on all or any portion of the Benefited Property, including but not limited to the City and any contractors and subcontractors of Retail and the City. Retail shall have the right to cause or permit the Stockpile Easement Parcel and the Access Easement Parcel to be graded or otherwise altered in accordance with the Plans and Specifications to facilitate the use and purposes for which the Stockpile Easement and Access Easement are granted hereby. Any such material stored by Retail, the City or any other party on the Stockpile Easement Parcel shall not become the property or ownership of Kent and may be removed, at any time and from time to time, until the Expiration Date (as defined below).

4. Kent expressly reserves the right to remove a portion of the material placed by Retail, and/or those utilizing the Stockpile Easement Parcel pursuant to this instrument, for the purpose of providing dirt to all or any portion of the property described on Exhibit "F" attached hereto, provided that in no event shall the total amount of dirt so removed by Kent pursuant to this reservation exceed 20,000 cubic yards in the aggregate. Kent shall be solely responsible for any and all costs, expenses, losses, damages on account of its removal and use of the dirt. Such dirt shall be removed and utilized by Kent without any warranty or representation, expressed or implied, as to its fitness, quality or suitability for any use or purpose whatsoever by Kent.

5. Each such party so utilizing the Stockpile Easement and/or Access Easement pursuant to this instrument covenants and agrees for itself, by its use thereof, with Kent that such

party agrees not to allow any mechanic's or materialmen's lien to be filed on account of work performed by or for such party; and if any such mechanic's or materialmen's lien is filed, such party agrees to promptly to pay, bond or otherwise discharge the same at no cost or expense to Kent, failing which Kent may (without any obligation) do so and immediately recover the cost and expense thereof from the party so utilizing the Stockpile Easement Parcel or Access Parcel, as the case may be, which formed the basis of the lien.

6. By its acceptance of this instrument, Retail agrees to cause general public liability insurance to be maintained in effect, naming Kent as an additional insured, with respect to Retail's use of the Stockpile Easement Parcel and the Access Easement Parcel pursuant to this instrument. Such liability insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence. Kent agrees that the City shall not be required to carry such insurance, but may self-insure.

7. The instrument shall be binding upon and inure to the benefit of the respective heirs, successors, personal representatives and assigns of Kent, as owner of the Stockpile Easement Parcel and the Access Easement Parcel, and this instrument, and the easements granted hereby shall inure to the benefit of Retail and those to whom Retail shall allow or otherwise permit the use thereof in accordance with the terms of this instrument.

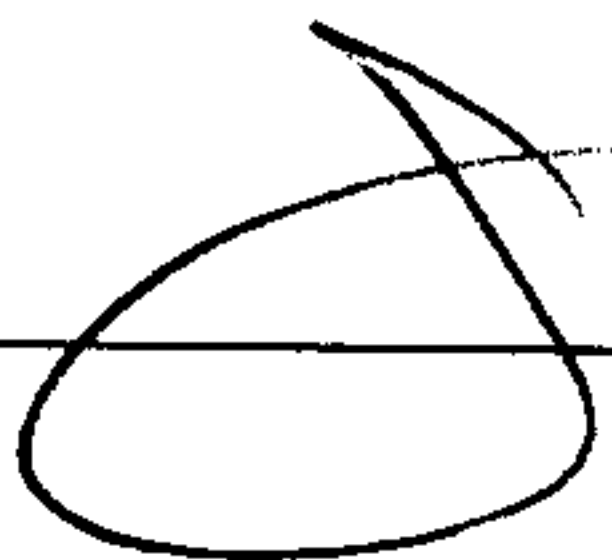
8. The Stockpile Easement and the Access Easement granted hereinabove shall automatically expire on midnight on the day which is three (3) years after the date hereof ("Expiration Date"). Any material remaining located on the Stockpile Easement on the Expiration Date shall be deemed abandoned and become the ownership of Kent.

IN WITNESS WHEREOF, Kent and Retail have executed and sealed this Stockpile and Access Easement on this the 27 day of January, 2003. Effective for all purposes as of February 7, 2003.

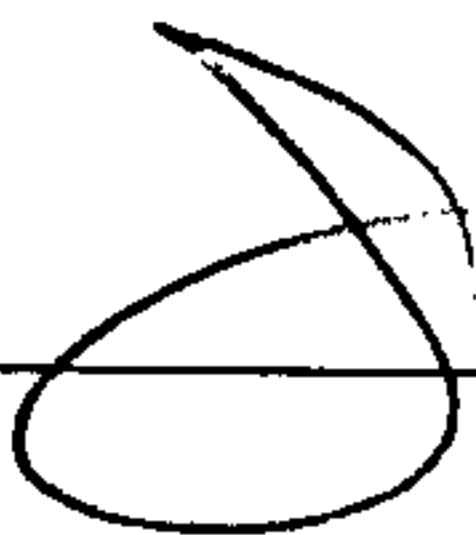
WITNESS:



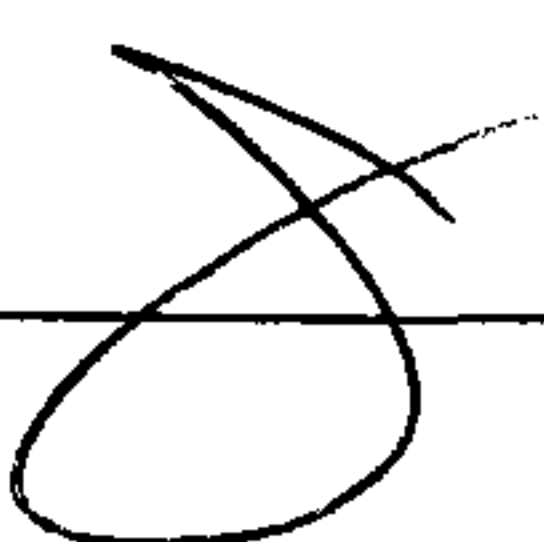
_____(L.S.)
Douglas M. Kent



Nina Kent (L.S.)
Nina Kent




Douglas M. Kent II (L.S.)
Douglas M. Kent, II



Rebecca Kent (L.S.)
Rebecca Kent

Alabaster Retail Property, L.L.C.,
an Alabama limited liability company

By: SC Management, Inc.
an Alabama corporation
Its Manager

By: 
Its: President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Douglas M. Kent whose name 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 the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of January, 2003.

Notary Public
My Commission expires: _____

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Nina Kent whose name 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of January, 2003.

Notary Public
My Commission expires: _____

~~Alabaster Retail Properties, L.L.C.,
an Alabama limited liability company~~

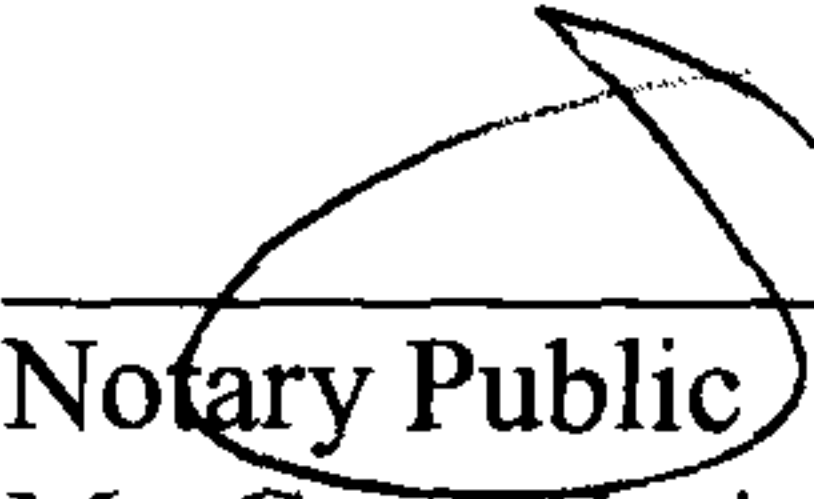
~~By: SC Management, Inc.
an Alabama corporation
Its Manager~~

~~By: _____
Its: _____~~

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Douglas M. Kent whose name 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 the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2003.

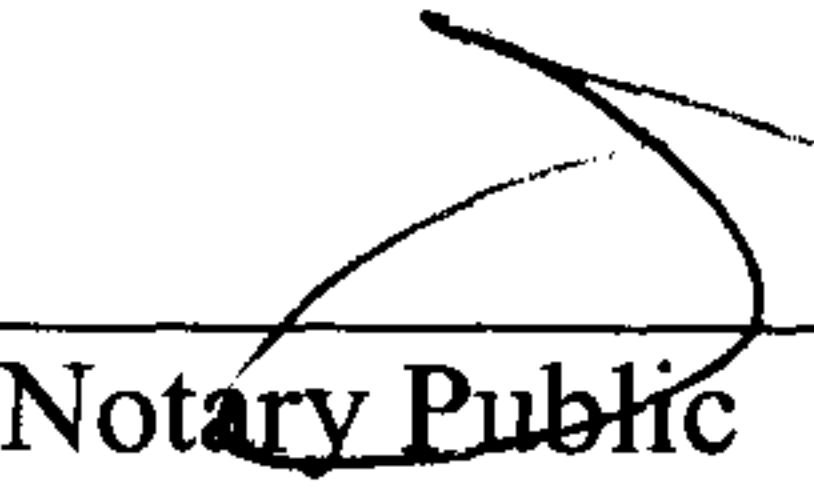


Notary Public
My Commission expires: 5/21/03

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Nina Kent whose name 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2003.



Notary Public
My Commission expires: 5/21/03

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Douglas M. Kent, II whose name 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 the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2003.



Notary Public

My Commission expires: 5/21/03

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Rebecca Kent whose name 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2003.



Notary Public

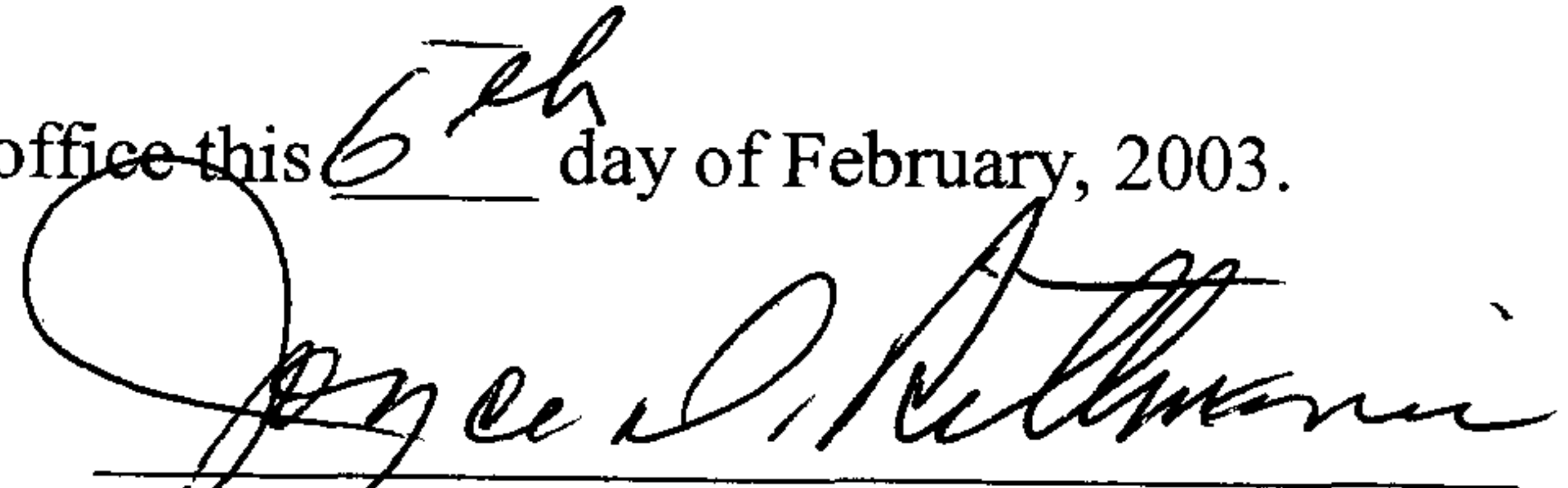
My Commission expires: 5/21/03

[ACKNOWLEDGEMENTS CONTINUE NEXT PAGE]

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Owen Aronov, whose name as Shree Das of SC Management, Inc., a corporation, acting in the corporation's capacity as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, Das, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company.

Given under my hand and official seal of office this 6th day of February, 2003.



Notary Public

My Commission Expires: 5/9/05

(SEAL)

This instrument prepared by:
Jeffrey W. Blitz, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

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2940-289
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EXHIBIT "A"

(Benefited Property Description)

A parcel of land located in the northwest quarter of the northwest quarter and in the northeast quarter of the northwest quarter of Section 14, Township 21 South, Range 3 West and being more particularly described as follows:

COMMENCE at a 3" pipe found at the northwest corner of said Section 14; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 1538.52 feet to a 1/2" capped rebar set at the POINT OF BEGINNING, said POINT being on the east right-of-way of Alabama Highway 119, a variable-width right-of-way; thence continue South 89 degrees, 03 minutes, 42 seconds East and along the section line 804.97 feet to a 1/2" capped rebar set; thence run South 25 degrees, 30 minutes, 31 seconds West 1443.13 feet to a 1/2" capped rebar set on the north right-of-way of Shelby County Road 26, an 80-foot wide right-of-way; thence run North 83 degrees, 11 minutes, 42 seconds West and along said right-of-way 658.64 feet; thence run North 19 degrees, 20 minutes, 38 seconds West along a right-of-way transition 109.84 feet to a point on the east right-of-way of Alabama Highway 119 that is 117 feet right of centerline station 455+70; thence run North 22 degrees, 54 minutes, 14 seconds East along said right-of-way 166.37 feet to a point that is 110 feet right of centerline station 457+37; thence run North 25 degrees, 20 minutes, 17 seconds East along said right-of-way 313.00 feet to a point that is 110 feet right of centerline station 460+50; thence run North 47 degrees, 08 minutes, 22 seconds East along said right-of-way 26.93 feet to a point that is 120 feet right of centerline station 460+75; thence run North 25 degrees, 20 minutes, 17 seconds East along said right-of-way 175.00 feet to a point that is 120 feet right of centerline station 462+50; thence run North 14 degrees, 01 minutes, 41 seconds East along said right-of-way 152.97 feet to a point that is 90 feet right of centerline station 464+00; thence run North 25 degrees, 20 minutes, 17 seconds East along said right-of-way 412.63 feet to the POINT OF BEGINNING. Said parcel containing a total of 22.881 acres.

LESS and EXCEPT from the above description the following described parcel.

Commence at a 3" pipe found at the northwest corner of said Section 14; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 1837.00 feet; thence run South 00 degrees, 56 minutes, 18 seconds West 13.00 feet to a 1/2" capped rebar set at the POINT OF BEGINNING; thence run South 89 degrees, 03 minutes, 42 seconds East 100.00 feet to a 1/2" capped rebar set; thence run South 00 degrees, 56 minutes, 18 seconds West 100.00 feet to a 1/2" capped rebar set; thence run North 89 degrees, 03 minutes, 18 seconds West 100.00 feet to a 1/2" capped rebar set; thence run North 00 degrees, 56 minutes, 18 seconds East 100.00 feet to the POINT OF BEGINNING.

Said parcel being excepted containing 0.230 acres (10,000 sq. ft.) leaving a net acreage of 22.652 (986,706 sq. ft.) in the primary tract.

EXHIBIT "B"

(List of Plans and Specifications)

TABLE OF CONTENTS SPECIFICATIONS AND CONTRACT DOCUMENTS

<u>DOCUMENTS</u>	<u>NO. OF PAGES</u>
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PERFORMANCE BOND	2
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TECHNICAL SPECIFICATIONS

SECTION	TITLE
02080	PIPED UTILITIES – BASIC MATERIALS & METHODS
02221	BUILDING DEMOLITION
02230	SITE CLEARING
02260	EXCAVATION SUPPORT AND PROTECTION
02300	EARTHWORK
02361	TERMITE CONTROL
02510	WATER DISTRIBUTION
02530	SANITARY SEWERAGE
02630	STORM DRAINAGE
02741	HOT-MIX ASPHALT PAVING
02751	CEMENT CONCRETE PAVEMENT
02764	PAVEMENT JOINT SEALANTS
02811	LANDSCAPE / IRRIGATION
02821	CHAIN-LINK FENCES & GATES
02832	SEGMENTAL RETAINING WALLS
02923	LANDSCAPE GRADING
02924	SEEDING
02930	TREES, PLANTS & GROUND COVER
02935	LANDSCAPE MAINTENANCE & WARRANTY STANDARDS
Appendix A	GEOTECHNICAL INVESTIGATION

EXHIBIT "B"

(List of Plans and Specifications – cont.)

Construction Drawings

- | | | |
|-----|---------------|--|
| 1. | Drawing C-0, | Cover Sheet, dated 11/27/02. |
| 2. | Drawing C-1, | Site Plan, dated 12/16/02. |
| 3. | Drawing C-2, | Existing Conditions and Demolition Plan, dated 11/4/02 |
| 4. | Drawing C-3A, | Master Grading Plan, dated 11/4/02 |
| 5. | Drawing C-3B, | Grading and Drainage Plan, dated 12/12/02. |
| 6. | Drawing C-4A, | Phase I Erosion Control Plan, dated 11/4/02 |
| 7. | Drawing C-4B, | Phase II Erosion Control Plan, dated 11/4/02 |
| 8. | Drawing C-5, | Utility Plan, dated 11/4/02 |
| 9. | Drawing C-6A, | Storm Sewer Profiles, dated 11/4/02 |
| 10. | Drawing C-6B, | Storm Sewer Profiles, dated 11/4/02 |
| 11. | Drawing C-7A, | Sanitary Sewer Plan and Profiles, dated 11/4/02 |
| 12. | Drawing C-8, | Details, dated 11/4/02 |
| 13. | Drawing C-9, | Details, dated 11/4/02 |
| 14. | Drawing C-10, | Details, dated 11/4/02 |
| 15. | Drawing C-11, | Details, dated 11/4/02 |
| 16. | Drawing C-12, | General Notes, dated 11/4/02 |
| 17. | Drawing C-13, | ALDOT Details, dated 11/4/02 |
| 18. | Drawing C-14, | ALDOT Details, dated 11/4/02 |
| 19. | Drawing C-15, | County Road 26 East Improvement Plan, dated 11/4/02 |
| 20. | Drawing C-16, | Signage and Striping Plan, dated 11/4/02 |
| 21. | Drawing C-17, | County Road 26 East Cross-sections, dated 11/27/02 |
| 22. | Drawing C-18, | County Road 26 East Cross-sections, dated 11/27/02 |
| 23. | Drawing L-1, | Landscape Plan, dated 10/7/02. |
| 24. | Drawing L-2, | Landscape Details, dated 10/7/02. |
| 25. | Drawing IR-1, | Irrigation Plan, dated 10/7/02. |
| 26. | Drawing IR-2, | Irrigation Plan, dated 11/1/02. |
| 27. | Drawing IR-3, | Irrigation Details, dated 10/7/02. |

EXHIBIT "C"

(Stockpile Easement Parcel Description)

An easement located in the northeast quarter of the northwest quarter of Section 14, Township 21 South, Range 3 West and being more particularly described as follows:

COMMENCE at the northwest corner of said Section 14; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 2343.49 feet to the POINT OF BEGINNING; thence continue South 89 degrees, 03 minutes, 42 seconds East along the section line 348.00 feet; thence run South 26 degrees, 56 minutes, 53 seconds East 306.56 feet; thence run South 25 degrees, 30 minutes, 13 seconds West 306.26 feet; thence run North 64 degrees, 29 minutes, 47 seconds West 559.58 feet; thence run North 25 degrees, 30 minutes, 31 seconds East 348.41 feet to the POINT OF BEGINNING.

EXHIBIT "D"

(Access Easement Parcel Description)

An easement for ingress over and across a part of the northeast quarter of the northwest quarter of Section 14, Township 21 South, Range 3 West, said easement being more particularly described as follows:

COMMENCE at the northwest corner of said Section 14; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 2343.49 feet; thence run South 25 degrees, 30 minutes, 31 seconds West 348.41 feet to the POINT OF BEGINNING; thence run South 25 degrees, 30 minutes, 31 seconds West 60.00 feet; thence run South 64 degrees, 29 minutes, 47 seconds East 559.59 feet; thence run North 25 degrees, 30 minutes, 13 seconds East 60.00 feet; thence run North 64 degrees, 29 minutes, 47 seconds West 559.58 feet to the POINT OF BEGINNING.

EXHIBIT "E"

(Attach General Sketch of Proposed Substituted Areas)

EXHIBIT "E"

STOCKPILE, ACCESS AND SLOPE EASEMENTS

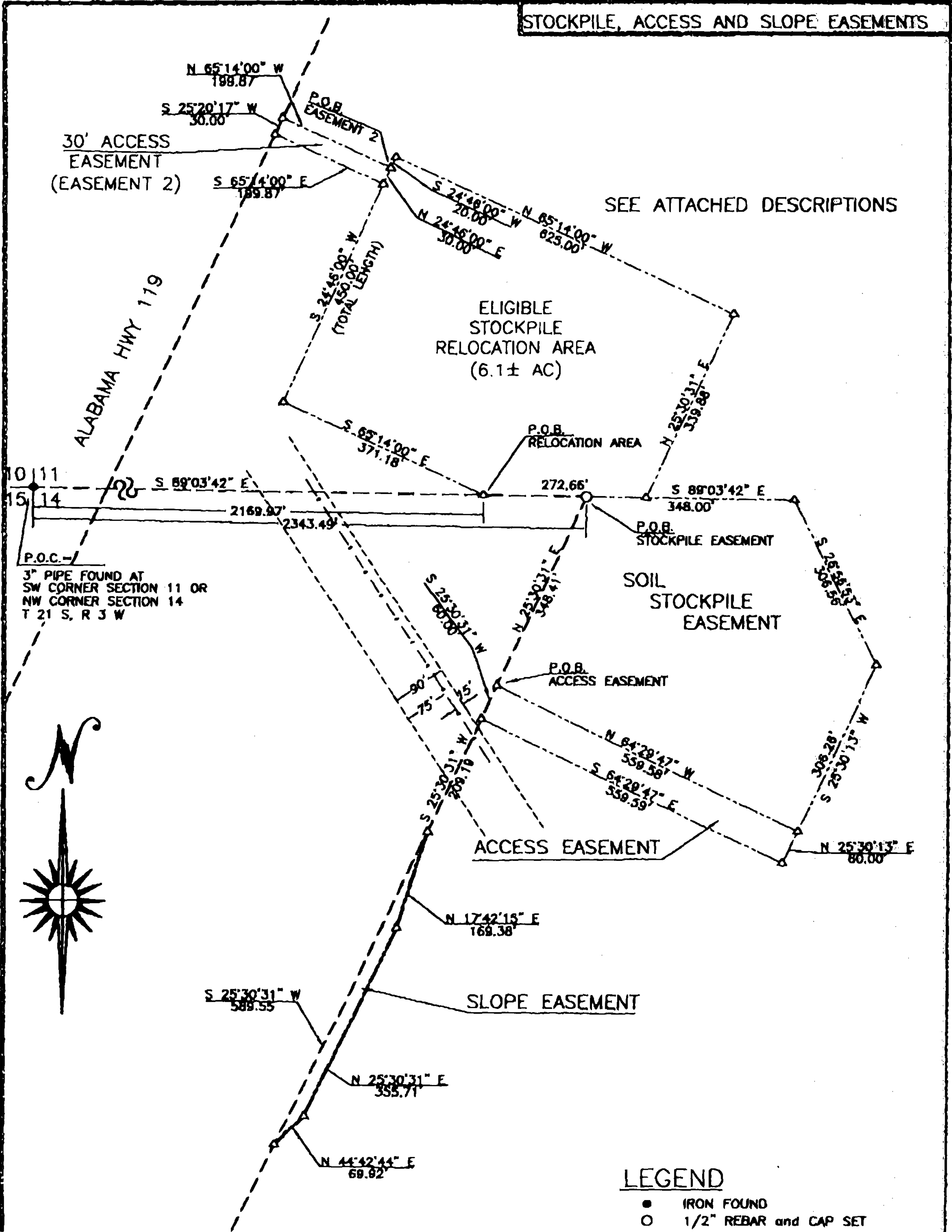


EXHIBIT "F"

Property Known As 655 and 649 Fulton Springs Road, Alabaster, Alabama 35007.

Also, the property described on Exhibit F-1 attached hereto.

EXHIBIT "F-1"

EXHIBIT "F-1"

20030210000080990 Pg 18/18 65.00
Shelby Cnty Judge of Probate, AL
02/10/2003 13:02:00 FILED/CERTIFIED

STATE OF ALABAMA

COUNTY OF SHELBY

Boundary Surveys, Buck Creek Plaza

I, Joseph E. Conn, Jr, Licensed Land Surveyor in the State of Alabama hereby certify that this is a true and correct Plat of my two surveys as shown hereon and known as Parcel 7 and Parcel -8, That there are no visible encroachments upon either of the subject parcels except as shown hereon; That steel rebar corner have been installed or found at each property corner as shown hereon represented by small dark circles excepting all those back property corners that are within the bounds of Buck Creek. I further certify that this survey meets the minimum technical standards for the practice of land surveying in the State of Alabama, the correct legal description of each respective parcel being as follows:

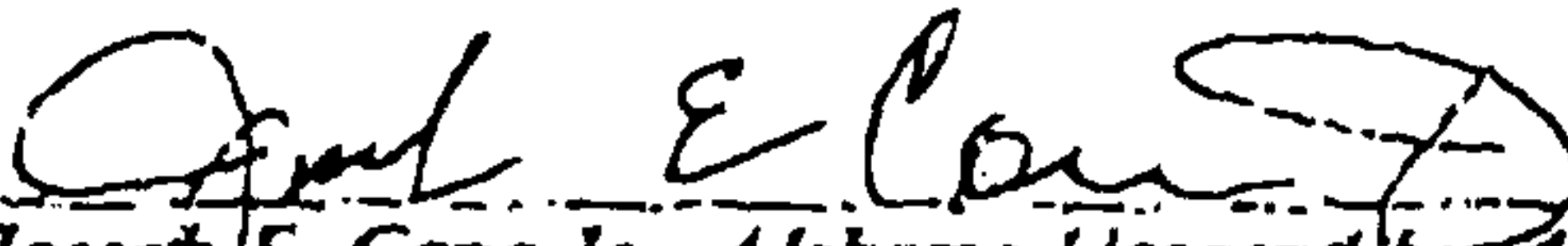
PARCEL - 7

Commence at the southwest corner of Section 11, Township 21 south, Range 3 west, Alabaster, Shelby County, Alabama and run thence S 89° 48' 54" E along the south line of said section 11 a distance of 1,312.15' to a point; Thence run N 24° 26' 03" E a distance of 1,267.80' to a point; Thence run N 66° 12' 41" W along the centerline of Plaza Circle, a paved public street a distance of 275.07' to a point; Thence run N 23° 47' 19" E a distance of 25.00' to a found rebar corner and the point of beginning of the Parcel being described; Thence run N 23° 47' 19" E a distance of 200.75' to a found rebar corner; Thence run N 21° 49' 51" E a distance of 358.14', more or less to a point in the centerline of Buck Creek; Thence run N 61° 19' 36" W along the centerline of said Creek a distance of 56.46' to a point; Thence run N 84° 48' 01" W along the said centerline of said Creek a distance of 107.54' to a point; Thence run South 21° 49' 51" W a distance of 529.32', more or less to a found rebar corner on the northerly margin of same said Plaza Circle; Thence run South 66° 12' 41" E along the northerly margin of said Plaza Circle a distance of 150.00' to the point of beginning, containing 1.97 acres, more or less.

PARCEL - 8

Commence at the southwest corner of Section 11, Township 21 south, Range 3 west, Alabaster, Shelby County, Alabama and run thence S 89° 48' 54" E along the south line of said section 11 a distance of 1,312.15' to a point; Thence run N 24° 26' 03" E a distance of 1,267.80' to a point; Thence run N 66° 12' 41" W along the centerline of Plaza Circle, a paved public street a distance of 275.07' to a point; Thence run N 23° 47' 19" E a distance of 25.00' to a found rebar corner on the northerly margin of said Plaza Circle; Thence run N 66° 12' 41" W along the northerly margin of said street a distance of 150.00' to a set rebar corner and the point of beginning of the property being described; Thence run N 66° 12' 41" W along said margin of said street a distance of 75.96' to the P.C. of a cul de sac curve to the left having a central angle of 64° 03' 43" and a radius of 50.0'; Thence run along the arc of said cul de sac curve an arc distance of 55.90' to a set rebar corner; Thence run N 07° 54' 59" E a distance of 530.25', more or less, to a point in the centerline of Buck Creek; Thence run S 68° 33' 51" E along the centerline of said Creek a distance of 37.73' to a point; Thence run S 45° 38' 09" E along centerline of said Creek a distance of 46.35' to a point; Thence run S 52° 30' 58" E along centerline of said Creek a distance of 39.54' to a point; Thence run S 75° 19' 28" E along centerline of said Creek a distance of 101.27' to a point; Thence run S 70° 36' 03" E along centerline of said Buck Creek a distance of 52.74' to a point; Thence run S 21° 49' 51" W a distance of 529.32', more or less to the point of beginning, containing 2.43 acres, more or less.

According to my survey of July 5, 2000


Joseph E. Conn, Jr Alabama Licensed Land Surveyor No. 9049

