

This instrument prepared by:

Ray D. Gibbons, Esq.  
Burr & Forman LLP  
3100 SouthTrust Tower  
420 North 20th Street  
Birmingham, Alabama 35203

### **MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage") is made and entered into as of the 26th day of November, 2003, by **TIMBERLINE DEVELOPMENT, LLC**, an Alabama limited liability company, and **TIMBERLINE GOLF CLUB, LLC**, an Alabama limited liability company (the "Borrowers") in favor of **SOUTHTRUST BANK**, a banking corporation organized and existing under the laws of the State of Alabama with principal offices in Birmingham, Alabama, whose address is 420 North 20<sup>th</sup> Street (35203), P. O. Box 2554, Birmingham, Alabama 35290, Attention: Middle Market Banking Department (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement among Borrowers and Bank, and dated of even date herewith (as amended from time to time, the "Credit Agreement").

### **WITNESSETH:**

**WHEREAS**, Borrowers are justly indebted to Bank in the principal amount of Eleven Million Five Hundred Fifty Thousand and No/100 Dollars (\$11,550,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being represented by the Notes; and

**WHEREAS**, Borrowers desire to secure the Obligations, including but not limited to the obligation to pay the principal of and interest on the Notes in accordance with the respective terms thereof or of the Credit Agreement, including any and all extensions, modifications, and renewals thereof and substitutions therefor, and to pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs.

**NOW, THEREFORE**, for and in consideration of Bank making the Loans and to secure the prompt payment and performance of the Obligations, each Borrower does hereby irrevocably **CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE** and set over unto Bank, and the successors and assigns of Bank, all of such Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");



(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

**TO HAVE AND TO HOLD** the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors-in-title and



assigns of Bank, forever; and Borrowers covenant that Borrowers are lawfully seized and possessed of the Mortgaged Property as aforesaid and have good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrowers do hereby warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by any Borrower by whatsoever means and without any further action or filing or recording on the part of any Borrower or Bank or any other Person.

**BORROWERS HEREBY COVENANT AND AGREE WITH BANK AS FOLLOWS:**

### **ARTICLE I**

**1.01 Payment and Performance of Loan Documents.** Borrowers will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Notes, together with interest thereon, and all other sums of money required to be paid by Borrowers pursuant to any one or more of the Loan Documents.

**1.02 Security Agreement.** With respect all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrowers hereby grant to Bank a security interest in said Personal Property. Borrowers authorize Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrowers agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrowers and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) a Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of



Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrowers will promptly upon demand reimburse Bank for the costs therefor.

**1.03 Use of Mortgaged Property.** Borrowers shall at all times operate the Mortgaged Property in connection with the operation of Borrowers' business. Borrowers shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

**1.04 Conveyance of Mortgaged Property.** Except as otherwise expressly permitted by the Credit Agreement, Borrowers shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Bank.

**1.05 Acquisition of Collateral.** Except as otherwise expressly permitted by the Credit Agreement, Borrowers shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

## **ARTICLE II**

**2.01 Events of Default.** The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

**2.02 Rights and Remedies.**

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrowers, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more



exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

**2.03 Purchase by Bank.** Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

**2.04 Borrowers as Tenant Holding Over.** In the event of any such foreclosure sale or sale under the powers herein granted, Borrowers (if Borrowers shall remain in possession) and all Persons holding under Borrowers shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

**2.05 Waiver of Appraisement, Valuation, Etc.** Borrowers agree, to the full extent permitted by law, that in case of a default on the part of any Borrower hereunder, neither any Borrower nor anyone claiming through or under any Borrower will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and each Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

**2.06 Waiver of Homestead.** Borrowers hereby waive and renounce all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

**2.07 Leases.** Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by any Borrower, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

**2.08 Discontinuance of Proceedings.** In case Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Bank, then in every such case, Borrowers and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

### **ARTICLE III**

**3.01 Successors and Assigns.** This Mortgage shall be binding upon Borrowers, their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Bank, its successors and assigns and any holder of any Note.

**3.02 Applicable Law.** This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

**3.03 Notices.** All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

**3.04 Assignment.** This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

**3.05 Future Advances.** THIS MORTGAGE SECURES FUTURE ADVANCES.

**3.06 Termination.** This Mortgage is given to secure the payment and performance of the Obligations. Should all the Obligations be paid and performed as provided in the Loan Documents, and should Bank be under no further obligation to extend any credit under the Loan Documents, then this Mortgage shall be canceled and released.

\* \* \* \* \*



**IN WITNESS WHEREOF**, Borrowers have caused this Mortgage to be duly executed and delivered as of the day and year first above written.

TIMBERLINE DEVELOPMENT, LLC

By: 

W. Larry Clayton, its Manager

TIMBERLINE GOLF CLUB, LLC

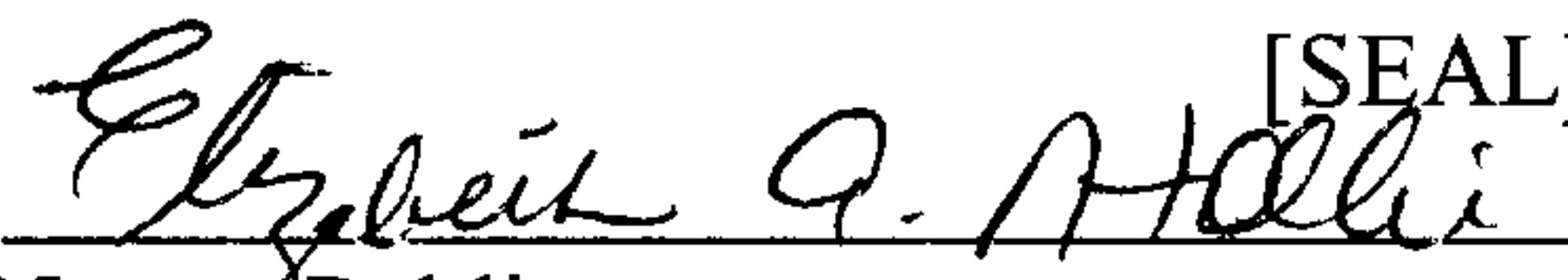
By: 

W. Larry Clayton, its Manager

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Larry Clayton, whose name as Manager of Timberline Development, LLC, 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, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 20<sup>th</sup> day of November, 2003.

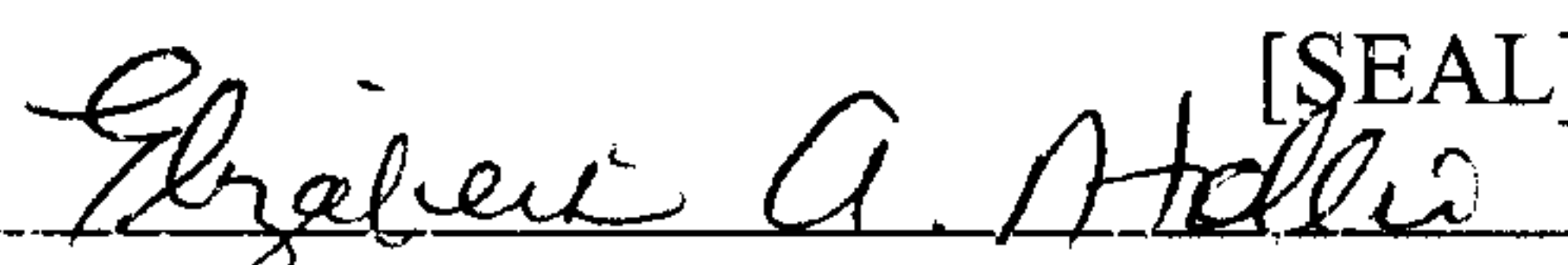
 [SEAL]  
Notary Public

My Commission Expires: 7-11-07

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Larry Clayton, whose name as Manager of Timberline Golf Club, LLC, 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, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 20<sup>th</sup> day of November, 2003.

 [SEAL]  
Notary Public

My Commission Expires: 7-11-07

**EXHIBIT A**  
**DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS**



# *First American Title Insurance Company*

## **SCHEDULE A – LEGAL DESCRIPTION**

Agent's File No.: 144369 B

### **PARCEL A**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West; thence N00°15'04"E, a distance of 412.50 feet to the POINT OF BEGINNING; thence continue northerly along said line, a distance of 88.16 feet; thence S 86°58'38" E a distance of 96.52 feet; thence N 46°3'25" E a distance of 90.56 feet; thence N 63°46'02"E a distance of 59.25 feet; thence N60°54'25"E, a distance of 171.14 feet; thence N43°05'53"E, a distance of 115.97 feet; thence N43°05'51"E, a distance of 124.90 feet; thence N42°49'30"E, a distance of 138.92 feet; thence N44°19'41"E, a distance of 88.00 feet; thence continue northeasterly along said line, a distance of 181.95 feet; thence N50°12'28"E, a distance of 115.94 feet; thence N50°15'00"E, a distance of 111.05 feet; thence N50°16'31"E, a distance of 43.98 feet; thence N40°25'13"E, a distance of 105.03 feet; thence N30°22'01"E, a distance of 147.99 feet; thence N30°22'47"E, a distance of 121.83 feet to a point, said point lying on the southerly Right-of-Way Line of Shelby County Road #306 (80' Right-of-Way); thence S50°40'21"E, along said Right-of-Way Line a distance of 130.02 feet; thence continue southeasterly along said bearing and along said Right-of-Way Line, a distance of 48.47 feet to the beginning of a curve to the left, having a radius of 781.90 feet, a central angle of 73°12'17", and subtended by a chord which bears S85°10'57"E, a chord distance of 932.42 feet; thence easterly along the arc of said curve and along said Right-of-Way Line a distance of 999.00 feet to the intersection of said Right-of-Way Line and the Southwesterly Right-of-Way Line of Shelby County Road #301 (80' Right-of-Way), thence, leaving said Southerly Right-of-Way Line and along said Southwesterly Right-of-Way Line S71°28'26"E a distance of 119.83' to the intersection of said Right-of-Way Line and the Northwesterly Right-of-Way Line of a Heart of Dixie Railroad Right-of-Way (100' Right-of-Way); thence, leaving said Southwesterly Right-of-Way Line and along said Northwesterly Right-of-Way Line S56°15'17"W a distance of 367.98 feet; thence S56°50'31"W, along said Right-of-Way Line a distance of 1,516.20 feet the beginning of a curve to the left having a radius of 2,500.00 feet, a central angle of 08°20'19", and subtended by a chord which bears S52°40'21"W, a chord distance of 363.52 feet; thence southwesterly along the arc of said curve and along said Right-of-Way Line a distance of 363.84 feet to the beginning of a compound curve to the left having a radius of 800.00 feet, a central angle of 11°46'30", and subtended by a chord which bears S42°36'57"W, a chord distance of 164.12 feet; thence southwesterly along the arc of said curve and along said Right-of-Way Line a distance of 164.41 feet to the beginning of a compound curve to the left having a radius of 1,801.93 feet, a central angle of 00°49'15", and subtended by a chord which bears S36°19'05"W, a chord distance of 25.82 feet; thence along the arc of said curve and along said Right-of-Way Line a distance of 25.82 feet; thence continue along the arc of last described curve through a central angle of 29°48'25", being subtended by a chord which bears S21°00'14"W, a chord distance of 926.88 feet, along said Right-of-Way Line for a distance of 937.42 feet to the beginning of a reverse curve to the right having a radius of 1719.83 feet, a central angle of 16°05'21", and subtended by a chord which bears S14°8'42"W, a chord distance of 481.36'; thence along the arc of said curve and along said Right-of-Way Line a distance of 482.94 feet; thence S22°11'26"W, along said Right-of-Way Line a distance of 8.91 feet to the beginning of a curve to the right having a radius of 400.00 feet, a central angle of 12°04'10", and subtended by a chord which bears N28°13'27"E, a chord distance of 84.10 feet; thence along the arc of said curve and along said Right-of-Way Line a distance of 84.26 feet; thence S34°15'31"W, along said Right-of-Way Line a distance of 52.11 feet to the beginning of a curve to the right having a radius of 900.00 feet, a central angle of 70°07'34", and subtended by a chord which bears S69°19'18"W, a chord distance of 1034.06 feet; thence westerly along the arc of said curve and along said Right-of-Way Line a distance of 1,101.54 feet; thence N75°36'54"W, along said Right-of-Way Line a distance of 1,302.18 feet to the beginning of a curve to the left having a radius of 1,600.00 feet, a central angle of 17°48'41" and subtended by a chord which bears N84°31'15"W, a chord distance of 495.38 feet; thence westerly along the arc of said curve and



# *First American Title Insurance Company*

## **SCHEDULE A – LEGAL DESCRIPTION (Continued)**

Issuing Office File No.: 144369

along said Right-of-Way Line a distance of 497.38 feet; thence S86°34'25"W, along said Right-of-Way Line a distance of 112.86 feet to a point lying on the Easterly Right-of-Way Line of Interstate 65 (Variable Right-of-Way); thence leaving said Northerly Railroad Right-of-Way Line and along said Easterly Interstate 65 Right-of-Way Line N06°59'49"W, a distance of 107.65 feet; thence continue along last described course and along said Right-of-Way Line a distance of 907.45 feet; thence N22°21'46"E, along said Right-of-Way Line a distance of 51.54 feet; thence N06°47'09"W, along said Right-of-Way Line a distance of 371.44 feet; thence continue along last described course, and along said Right-of-Way Line a distance of 128.51 feet; thence N02°09'33"E, along said Right-of-Way Line a distance of 103.19 feet; thence N01°36'08"E, along said Right-of-Way Line a distance of 762.00 feet; thence, leaving said Right-of-Way Line S87°52'08"E, a distance of 703.51 feet; thence N00°34'53"E, a distance of 468.13 feet to the beginning of a curve to the right having a radius of 258.33', a central angle of 76°34'42", and subtended by a chord which bears N80°6'51"W, a chord distance of 320.13 feet; thence westerly along the arc of said curve a distance of 345.26 feet; thence N00°46'53"W, a distance of 132.57 feet to the beginning of a curve to the left having a radius of 198.33 feet, a central angle of 132°27'24" and subtended by a chord which bears S77°46'46"E, a chord distance of 363.00 feet; thence along the arc of said curve a distance of 458.49 feet; thence S89°43'56"E, a distance of 20.24 feet; thence N00°20'20"E, a distance of 112.45 feet; thence N03°24'26"W, a distance of 242.11 feet; thence N18°32'03"W, a distance of 24.83 feet to a point lying on the Southerly Right-of-Way Line of Alabama Highway #25 (Variable Right-of-Way), said point also lying on a curve to the left having a radius of 1482.75 feet, a central angle of 03°49'52", and subtended by a chord which bears N68°54'08"E, a chord distance of 99.13 feet; thence along the arc of said curve and along said Right-of-Way Line a distance of 99.15 feet; thence S21°23'52"E and leaving said Right-Of-Way, a distance of 161.58 feet to a point of curve to the right, having a radius of 235.00', a central angle of 43°07'09", and subtended by a chord which bears S00°09'42"W, a chord distance of 172.71 feet; thence along the arc of said curve, a distance of 176.85 feet; thence S21°43'16"W a distance of 143.49 feet to a point of curve to the left, having a radius of 640.00', a central angle of 20°48'58", and subtended by a chord which bears S11°18'47"W, a chord distance of 231.24 feet; thence along the arc of said curve, a distance of 232.52 feet; thence S00°54'18"W, a distance of 459.12' to a point of curve to the left, having a radius of 3840.00, a central angle of 04°22'04", and subtended by a chord which bears S01°16'43"E, a chord distance of 292.66 feet; thence along the arc of said curve, a distance of 292.73 feet; thence N86°32'15"E, a distance of 10.00 feet to a point of curve to the left, having a radius of 490.00', a central angle of 50°52'53", and subtended by a chord which bears S28°54'12"E, a chord distance of 420.98 feet; thence along the arc of said curve, a distance of 435.14 feet; thence S54°20'38"E, a distance of 253.03 feet to a point of curve to the left, having a radius of 380.00', a central angle of 17°45'52", and subtended by a chord which bears S63°13'34"E, a chord distance of 117.35 feet; thence along the arc of said curve, a distance of 117.82 feet; thence S72°06'29"E, a distance of 20.61 feet; thence S24°58'05"W, a distance of 137.95 feet; thence S63°38'35"E, a distance of 117.48 feet; thence S78°18'22"E, a distance of 51.10 feet; thence S64°02'13"E, a distance of 63.27 feet; thence S76°01'05"E, a distance of 116.50 feet; thence S82°04'39"E, a distance of 131.91 feet; thence S88°25'29"E, a distance of 138.36 feet; thence S03°58'06"E, a distance of 25.87 feet to a point of curve to the right, having a radius of 150.00', a central angle of 50°20'39", and subtended by a chord which bears S21°12'14"W, a chord distance of 127.60 feet; thence along the arc of said curve, a distance of 131.80 feet; thence S46°22'35"W, a distance of 69.82 feet; thence N83°11'16"W, a distance of 602.02 feet; thence S45°01'00"W, a distance of 205.43 feet; thence S03°06'26"W, a distance of 182.25 feet; thence S23°45'04"E, a distance of 256.21 feet; thence N86°30'17"E, a distance of 275.01 feet; thence N50°52'55"E, a distance of 645.91 feet; thence N73°11'13"E, a distance of 95.58 feet; thence N28°58'08"E, a distance of 119.03 feet; thence



# *First American Title Insurance Company*

## **SCHEDULE A – LEGAL DESCRIPTION (Continued)**

Issuing Office File No.: 144369

S39°59'15"E, a distance of 41.35 feet; thence S02°47'08"E, a distance of 69.54 feet; thence S19°36'30"E, a distance of 179.21 feet; thence S41°09'37"W, a distance of 715.86 feet; thence S49°09'51"E, a distance of 391.49 feet; thence N47°03'16"E, a distance of 157.05 feet; thence S89°47'07"E, a distance of 171.95 feet; thence S79°55'28"E, a distance of 544.25 feet; thence N35°26'43"E, a distance of 229.77 feet; thence N21°57'38"E, a distance of 207.20 feet; thence N76°32'49"W, a distance of 130.63 feet; thence N02°02'51"E, a distance of 528.83 feet; thence N14°10'53"E, a distance of 461.54 feet; thence N30°44'14"W, a distance of 307.47 feet; thence S86°06'35"W, a distance of 709.30 feet; thence S88°53'40"W, a distance of 464.62 feet; thence S72°01'34"W, a distance of 38.52 feet; thence S49°13'10"W, a distance of 94.60 feet; thence S68°58'47"W, a distance of 30.98 feet; thence N74°48'01"W, a distance of 37.23 feet; thence S15°11'59"W, a distance of 64.48 feet; thence N72°06'29"W, a distance of 139.52 feet; thence N17°53'31"E, a distance of 5.00 feet; thence N72°06'29"W, a distance of 21.24 feet to a point of curve to the right, having a radius of 320.00, a central angle of 17°45'52", and subtended by a chord which bears N63°13'34"W, a chord distance of 98.82 feet; thence along the arc of said curve, a distance of 99.21 feet; thence N54°20'38"W, a distance of 253.03 feet to a point of curve to the right, having a radius of 430.00, a central angle of 50°52'53", and subtended by a chord which bears N28°54'12"W, a chord distance of 369.44 feet; thence along the arc of said curve, a distance of 381.86 feet; thence N86°32'15"E, a distance of 10.00 feet to a point of curve to the right, having a radius of 3760.00, a central angle of 04°22'04", and subtended by a chord which bears N01°16'43"W, a chord distance of 286.56 feet; thence along the arc of said curve, a distance of 286.63 feet; thence N00°54'18"E, a distance of 459.12 feet to a curve to the right, having a radius of 560.00, a central angle of 20°48'58", and subtended by a chord which bears N11°18'47"E, a chord distance of 202.34 feet; thence along the arc of said curve, a distance of 203.45 feet; thence N21°43'16"E, a distance of 143.49 feet to a point of curve to the left, having a radius of 315.00', a central angle of 43°07'09", and subtended by a chord which bears N00°09'42"E, a chord distance of 231.51 feet; thence along the arc of said curve, a distance of 237.06 feet; thence N21°23'52"W, a distance of 166.01 feet to a point lying on the Southerly Right-of-Way line of Alabama Highway #25 (Variable Right-of-Way), said point also lying on a curve to the left, having a radius of 1482.75', a central angle of 09°36'47", and subtended by a chord which bears N59°05'01"E, a chord distance of 248.48 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 248.77 feet; thence, leaving said Right-of-Way Line S49°59'15"E, a distance of 122.97 feet; thence N16°19'05"E, a distance of 59.99 feet; thence N63°53'00"E, a distance of 246.67 feet to a point lying on the Southwesterly Right-of-Way Line of an Unnamed 40' Right-of-Way; thence S44°13'01"E, along said Right-of-Way Line a distance of 225.95 feet; thence S00°25'31"E, along said Right-of-Way Line a distance of 1,396.21 feet to the end of said Right-of-Way; thence S14°45'08"E, a distance of 206.79 feet; thence S89°50'13"E, a distance of 420.00 feet; thence S89°48'17"E, a distance of 236.49 feet; thence S89°49'11"E, a distance of 137.79 feet; thence S 89°49'14"E, a distance of 60.03 feet; thence S89°51'28"E, a distance of 134.94 feet; thence N89°43'30"E, a distance of 135.03 feet; thence N89°41'24"E, a distance of 135.01 feet; thence N89°41'16"E, a distance of 144.75 feet to the POINT OF BEGINNING.

### **PARCEL B**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West; thence N00°15'04"E, a distance of 412.50 feet; thence S89°41'16"W, a distance of 144.75 feet; thence S15°48'01"W, a distance of 305.80 feet to the POINT OF BEGINNING; thence S86°06'35"W, a distance of 709.30 feet; thence S88°53'40"W, a distance of 464.62 feet; thence S72°01'34"W, a distance of 38.52 feet; thence S49°13'10"W, a distance of 94.60 feet; thence



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S68°58'47"W, a distance of 37.23 feet; thence N74°48'01"W, a distance of 37.23 feet; thence S15°11'59"W, a distance of 64.48 feet; thence N72°06'29"W, a distance of 139.52 feet; thence N17°53'31"E, a distance of 5.00 feet; thence N72°06'29"W, a distance of 21.24 feet to a point of curve to the right, having a radius of 320.00, a central angle of 17°45'52", and subtended by a chord which bears N63°13'34"W, a chord distance of 98.82 feet; thence along the arc of said curve, a distance of 99.21 feet; thence N54°20'38"W, a distance of 253.03 feet to a point of curve to the right, having a radius of 430.00, a central angle of 50°52'53", and subtended by a chord which bears N28°54'12"W, a chord distance of 369.44 feet; thence along the arc of said curve, a distance of 381.86 feet; thence N86°32'15"E, a distance of 10.00 feet to a point of curve to the right, having a radius of 3760.00, a central angle of 04°22'04", and subtended by a chord which bears N01°16'43"W, a chord distance of 286.56 feet; thence along the arc of said curve, a distance of 286.63 feet; thence N00°54'18"E, a distance of 459.12 feet to a curve to the right, having a radius of 560.00, a central angle of 20°48'58", and subtended by a chord which bears N11°18'47"E, a chord distance of 202.34 feet; thence along the arc of said curve, a distance of 203.45 feet; thence N21°43'16"E, a distance of 143.49 feet to a point of curve to the left, having a radius of 315.00', a central angle of 43°07'09", and subtended by a chord which bears N00°09'42"E, a chord distance of 231.51 feet; thence along the arc of said curve, a distance of 237.06 feet; thence N21°23'52"W, a distance of 166.01 feet to a point lying on the Southerly Right-of-Way line of Alabama Highway #25 (Variable Right-of-Way), said point also lying on a curve to the right, a radius of 1482.75', a central angle of 03°05'47", and subtended by a chord which bears S65°26'18"W, a chord distance of 80.12 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 80.13 feet; thence S21°23'52"W and leaving said Right-Of-Way, a distance of 161.58 feet to a point of curve to the right, having a radius of 235.00', a central angle of 43°07'09", and subtended by a chord which bears S00°09'42"W, a chord distance of 172.71 feet; thence along the arc of said curve, a distance of 176.85 feet; thence S21°43'16"W, a distance of 143.49 feet to a point of curve to the left, having a radius of 640.00', a central angle of 20°48'58", and subtended by a chord which bears S11°18'47"W, a chord distance of 231.24 feet; thence along the arc of said curve, a distance of 232.52 feet; thence S00°54'18"W, a distance of 459.12' to a point of curve to the left, having a radius of 3840.00, a central angle of 04°22'04", and subtended by a chord which bears S01°16'43"E, a chord distance of 292.66 feet; thence along the arc of said curve, a distance of 292.73 feet; thence N86°32'15"E, a distance of 10.00 feet to a point of curve to the left, having a radius of 490.00', a central angle of 50°52'53", and subtended by a chord which bears S28°54'12"E, a chord distance of 420.98 feet; thence along the arc of said curve, a distance of 435.14 feet; thence S54°20'38"E, a distance of 253.03 feet to a point of curve to the left, having a radius of 380.00', a central angle of 17°45'52", and subtended by a chord which bears S63°13'34"E, a chord distance of 117.35 feet; thence along the arc of said curve, a distance of 117.82 feet; thence S72°06'29"E, a distance of 20.61 feet; thence S24°58'05"W, a distance of 137.95 feet; thence S63°38'35"E, a distance of 117.48 feet; thence S78°18'22"E, a distance of 51.10 feet; thence S64°02'13"E, a distance of 63.27 feet; thence S76°01'05"E, a distance of 116.50 feet; thence S82°04'39"E, a distance of 131.91 feet; thence S88°25'29"E, a distance of 138.36 feet; thence S03°58'06"E, a distance of 25.87 feet to a point of curve to the right, having a radius of 150.00', a central angle of 50°20'39", and subtended by a chord which bears S21°12'14"W, a chord distance of 127.60 feet; thence along the arc of said curve, a distance of 131.80 feet; S46°22'35"W, a distance of 69.82 feet; thence N83°11'16"W, a distance of 602.02 feet; thence S45°01'00"W, a distance of 205.43 feet; thence S03°06'26"W, a distance of 182.25 feet; thence S23°45'04"E, a distance of 256.21 feet; thence N86°30'17"E, a distance of 275.01 feet; thence N50°52'55"E, a distance of 645.91 feet; thence N73°11'13"E, a distance of 95.58 feet; thence N28°58'08"E, a distance of 119.03 feet; thence S39°59'15"E, a distance of 41.35 feet; thence S02°47'08"E, a distance of 69.54 feet; thence S19°36'30"E, a



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distance of 179.21 feet; thence S41°09'37"W, a distance of 715.86 feet; thence S49°09'51"E, a distance of 391.49 feet; thence N47°03'16"E, a distance of 157.05 feet; thence S89°47'07"E, a distance of 171.95 feet; thence S79°55'28"E, a distance of 544.25 feet; thence N35°26'43"E, a distance of 229.77 feet; thence N21°57'38"E, a distance of 207.20 feet; thence N76°32'49"W, a distance of 130.63 feet; thence N02°02'51"E, a distance of 528.83 feet; thence N14°10'53"E, a distance of 461.54 feet; thence N30°44'14"W, a distance of 307.47 feet to the POINT OF BEGINNING.

NOTE: This legal includes Timberline, Phase 2, as recorded in Map Book 29 page 49, in the Probate Office of Shelby County, Alabama, and Timberline Phase 1, as recorded in Map Book 29 page 48, in the Probate Office of Shelby County, Alabama.

### **LESS AND EXCEPT:**

Lots 3, 4, 5, 6, 38, 40, 41, 42, 43, 44, 45, 46, 60, 75, 79, 80, 81 and 82, and dedicated street shown therein, according to the Final Plat of Timberline, Phase 2, as recorded in Map Book 29 page 49, in the Probate Office, of Shelby County, Alabama.

### **PARCEL C**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West, said corner lying on the Freeman Line; thence S89°56'14"E along the South line of Said Section 23 and along said Freeman Line a distance of 544.23' to a point lying on the Southeasterly Right-of-Way Line of Heart of Dixie Railroad (100' Right-of-Way), thence continue along the last described course and leaving said Right-of-Way line, a distance of 158.40 feet to the POINT OF BEGINNING; thence N89°04'01"E, a distance of 500.00 feet; thence N72°56'44"E, a distance of 626.12 feet; thence N55°13'05"E, a distance of 567.66 feet; thence S80°37'53"E, a distance of 105.32 feet; thence N70°28'43"E, a distance of 250.75 feet; thence S23°35'02"E, a distance of 100.25 feet; thence N70°28'43"E, a distance of 130.33 feet; thence N23°35'02"W, a distance of 100.25 feet; thence N12°04'01"E, a distance of 68.63 feet; thence N28°52'24"W, a distance of 670.63 feet to a point lying on the Southeasterly Right-of-Way Line of Heart of Dixie Railroad (100' Right-of-Way); thence S56°50'31"W, along said Right-of-Way Line a distance of 1831.89 feet to the beginning of a curve to the left having a radius of 2399.54 feet, a central angle of 8°20'19", and subtended by a chord which bears S52°40'21"W, a chord distance of 348.91 feet; thence along the arc of said curve and along said Right-of-Way Line a distance of 349.22 feet to the beginning of a compound curve to the left having a radius of 699.54 feet, a central angle of 7°39'42", and subtended by a chord which bears S44°40'21"W, a chord distance of 93.47 feet; thence along the arc of said curve and said Right-of-Way Line a distance of 93.54 feet to the POINT OF BEGINNING.

### **PARCEL D**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West, said corner lying on the Freeman Line; thence S89°56'14"E along the South line of Said Section 23 and along said Freeman Line a distance of 544.23' to a point lying on the Southeasterly Right-of-Way Line of Heart of Dixie Railroad (100' Right-of-Way), thence continue along the last described course, a distance of 158.40 feet; thence N89°04'01"E, a distance of 500.00 feet to the POINT OF BEGINNING; thence N72°56'44"E, a distance of 626.12 feet; thence N55°13'05"E, a distance of 567.66 feet; thence S80°37'53"E, a distance of 105.32 feet; thence N70°28'43"E, a distance of 250.75 feet; thence S23°35'02"E, a distance of 100.25 feet; thence N70°28'43"E, a distance of 130.33 feet; thence N23°35'02"W, a distance of 100.25 feet;



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thence N12°04'01"E, a distance of 68.63 feet; thence N28°52'24"W, a distance of 670.63 feet to a point lying on the Southeasterly Right-of-Way line of Heart of Dixie Railroad (100' Right-of-Way); thence N56°50'31"E, a distance of 140.93 feet to a point on the Southwesterly Right-of-Way line of Shelby County Road #301 (80' Right-of-Way), said point also being a curve to the right, having a radius of 4,125.59', a central angle of 00°43'26", and subtended by a chord which bears S74°51'02"E, a chord distance of 52.13 feet; thence leaving said Railroad Right-of-Way and along the arc of said curve and said Highway Right-of-Way, a distance of 52.13 feet to a point of a compound curve to the right, having a radius of 1,862.60, a central angle of 08°34'35", and subtended by a chord which bears S70°55'28"E, a chord distance of 278.54 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 278.80 feet to a point of a compound curve to the right, having a radius of 1322.11', a central angle of 13°53'31", and subtended by a chord which bears S59°41'25"E, a chord distance of 319.77 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 320.56 feet to a point of a compound curve to the right, having a radius of 1000.00', a central angle of 06°02'36", and subtended by a chord which bears S49°43'22"E, a chord distance of 105.43 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 105.47 feet; thence S46°42'04"E and along said Right-of-Way line, a distance of 521.84 feet; thence S70°27'49"W and leaving said Right-of-Way line, a distance of 1123.25 feet; thence S00°00'02"E, a distance of 259.78 feet; thence S89°04'01"W, a distance of 1327.85 feet to the POINT OF BEGINNING.

### **PARCEL E**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West; thence N00°15'04"E, a distance of 412.50 feet; thence S89°41'16"W, a distance of 144.75 feet; thence S89°41'24"W, a distance of 135.01 feet; thence S89°43'30"W, a distance of 135.03 feet; thence N89°51'28"W, a distance of 134.94 feet; thence N00°08'32"E, a distance of 200.19 feet to a point lying on the Southerly Right-of-Way line of Dogwood Drive (60' R.O.W.), said point also lying on a curve to the right, having a radius of 406.63', a central angle of 02°03'41", and subtended by a chord which bears S89°33'36"W, a chord distance of 14.63 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 14.63 feet; thence N89°51'27"W and along said Right-of-Way, a distance of 45.26 feet; thence S00°10'56"W and leaving said Right-of-Way line, a distance of 200.00 feet; thence N89°49'11"W, a distance of 137.79 feet; thence N89°48'17"W, a distance of 236.49 feet; thence N00°09'49"E, a distance of 199.79 feet to a point lying on the Southerly Right-of-Way line of Dogwood Drive (50' R.O.W.); thence N89°50'00"W along said Right-of-Way line, a distance of 433.23 feet to a point lying on the Easterly Right-of-Way line of an Unnamed 40' Right-of-Way; thence continue along the last described course and said Right-of-Way line, a distance of 40.00 feet to a point lying on the Westerly Right-of-Way line of said Unnamed 40' Right-of-Way; thence N00°25'31"W along said Westerly Right-of-Way line, a distance of 1,396.21 feet; thence N44°13'01"W and along said Right-of-Way line, a distance of 225.95 feet; thence S63°53'00"W and leaving said Right-of-Way line, a distance of 246.67 feet; thence S16°19'05"W, a distance of 59.99 feet; thence N49°59'15"W, a distance of 122.97 feet to a point lying on the Southerly Right-of-Way line of Alabama Highway #25 (variable R.O.W.), said point also being a curve to the right, having a radius of 1,482.75', a central angle of 09°36'47", and subtended by a chord which bears S59°05'01"W, a chord distance of 248.48 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 248.77 feet to a point of a compound curve to the right, having a radius of 1,482.75', a central angle of 03°05'47", and subtended by a chord which bears S65°26'18"W, a chord distance of 80.12 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 80.13 feet to a point of a compound curve to the right, having a radius of 1,482.75', a central angle of 03°49'52", and subtended by a



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chord which bears S68°54'08"W, a chord distance of 99.13 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 99.15 feet; thence S18°32'03"E and leaving said Right-of-Way, a distance of 24.83 feet to the POINT OF BEGINNING; said point being a curve to the right, having a radius of 1,507.25', a central angle of 11°12'21", and subtended by a chord which bears S77°31'50"W, a chord distance of 294.32 feet; thence along the arc of said curve, a distance of 294.79 feet; thence S71°35'58"W, a distance of 7.20 feet; thence S70°08'47"W, a distance of 2.84 feet; thence S00°59'51"E, a distance of 168.68 feet; thence S88°50'22"E, a distance of 308.39 feet; thence N03°24'26"W, a distance of 242.11 feet to the POINT OF BEGINNING.

### **PARCEL F**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West, said corner lying on the Freeman Line; thence S89°56'14"E along the South line of Said Section 23 and along said Freeman Line a distance of 544.23' to the POINT OF BEGINNING, said point also lying on the Southeasterly Right-of-Way Line of Heart of Dixie Railroad (100' Right-of-Way), said point also being a curve to the left, having a radius of 464.10', a central angle of 06°12'14", and subtended by a chord which bears S39°18'42"W, a chord distance of 50.23 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 50.25 feet to a point of a compound curve to the left, having a radius of 1701.93, a central angle of 30°37'40", and subtended by a chord which bears S21°24'52"W, a chord distance of 898.99 feet; thence along the arc of said curve and said Right-of-Way, a distance of 909.78 feet to a point of reverse curve to the right, having a radius of 1819.83', a central angle of 14°47'03", and subtended by a chord which bears S13°29'33"W, a chord distance of 468.27 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 469.57 feet; thence N89°34'57"E and leaving said Right-of-Way, a distance of 731.35 feet; thence N04°28'10"W, a distance of 1329.67 feet; thence N89°56'14"W, a distance of 158.40 feet to the POINT OF BEGINNING.

### **LEGAL G**

Lots 28 & 29 situated in the City of Calera, and contained in the map Final Plat, Country View Estates, Phase 1, as recorded in Map Book 10, Page 10 in the Office of the Judge of Probate of Shelby County.

### **PARCEL H**

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West; thence N00°15'04"E, a distance of 412.50 feet; thence S89°41'16"W, a distance of 144.75 feet; thence S89°41'24"W, a distance of 135.01 feet; thence S89°43'30"W, a distance of 135.03 feet; thence N89°51'28"W, a distance of 134.94 feet; thence N00°08'32"E, a distance of 200.19 feet to a point lying on the Southerly Right-of-Way line of Dogwood Drive (60' Right-of-Way), said point also lying on a curve to the right, having a radius of 406.63', a central angle of 02°03'41", and subtended by a chord which bears S89°33'36"W, a chord distance of 14.63 feet; thence along the arc of said curve and said Right-of-Way line, a distance of 14.63 feet; thence N89°51'27"W and along said Right-of-Way, a distance of 45.26 feet; thence S00°10'56"W and leaving said Right-of-Way line, a distance of 200.00 feet; thence N89°49'11"W, a distance of 137.79 feet; thence N89°48'17"W, a distance of 236.49 feet to the POINT OF BEGINNING; thence N89°50'13"W, a distance of 420.00 feet; thence N14°45'8"W, a distance of 206.79 feet to a point lying on the Westerly Right-of-Way line of an Unnamed 40' Right-of-Way; thence



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thence N89°50'13"W, a distance of 420.00 feet; thence N14°45'8"W, a distance of 206.79 feet to a point lying on the Westerly Right-of-Way line of an Unnamed 40' Right-of-Way; thence S89°50'0"E and along said Right-of-Way, a distance of 40.00 feet to the end of said Right-of-Way and the beginning of the Southerly Right-of-Way line of Dogwood Drive (50' Right-of-Way); thence continue along the last described course and said Right-of-Way, a distance of 433.22 feet; thence S00°09'49"W and leaving said Right-of-Way line, a distance of 199.79 feet to the POINT OF BEGINNING.

### **Parcel I**

A parcel of land situated in the West ¼ of Section 6, Township 24 North, Range 14 East and the East ½ of Section 1, Township 24 North, Range 13 East, Shelby County, Alabama; being more particularly described as follows:

Commence at the NE corner of the NW ¼ of the NW ¼ of fractional Section 6, Township 24 North, Range 14 East, Shelby County, Alabama, said point being the point of beginning; thence South 01 deg. 12 min. 52 sec. East, a distance of 663.27 feet; thence South 01 deg. 03 min. 43 sec. East, a distance of 1,355.17 feet; thence South 01 deg. 12 min. 45 sec. East, a distance of 670.05 feet; thence South 01 deg. 46 min. 15 sec. East, a distance of 1,038.16 feet; thence South 89 deg. 34 min. 57 sec. West, a distance of 301.87 feet; thence North 49 deg. 34 min. 42 sec. West, a distance of 2,839.48 feet; thence South 89 deg. 34 min. 57 sec. West, a distance of 1,352.57 feet to the Southeasterly right of way of the Heart of Dixie Railroad to the point of curve of a non tangent curve to the left, having a central angle of 27 deg. 50 min. 27 sec. of and a radius of 1,000.00 feet, said curve subtended by a chord bearing North 48 deg. 10 min. 45 sec. East and a chord distance of 481.15 feet; thence Northeasterly along the arc of said curve and along said right of way a distance of 485.92 feet; thence North 34 deg. 15 min. 31 sec. East along said right of way a distance of 52.11 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 12 deg. 04 min. 10 sec. and curve subtended by a chord bearing North 28 deg. 13 min. 26 sec. East and a chord distance of 105.13 feet; thence Northeasterly along the arc of said curve and along said right of way a distance of 105.32 feet; thence North 22 deg. 11 min. 26 sec. East along said right of way a distance of 8.91 feet to the point of curve of a non tangent curve to the left having a central angle of 01 deg. 18 min. 18 sec. and a radius of 1819.83 feet, said curve subtended by a chord bearing North 21 deg. 32 min. 13 sec. East and a chord distance of 41.45 feet; thence North 89 deg. 34 min. 57 sec. East and leaving said right of way a distance of 731.35 feet; thence North 04 deg. 28 min. 10 sec. West, a distance of 1,329.67 feet; thence North 89 deg. 08 min. 35 sec. East, a distance of 1,830.68 feet; thence North 87 deg. 33 min. 17 sec. East, a distance of 817.00 feet to the point of beginning; being situated in Shelby County, Alabama.

### **PARCEL J**

Non-exclusive rights of the Licensee-Permittee under the unrecorded "Railroad Crossing Permit" dated August 21, 2001 by and between Heart of Dixie Railroad Museum, Inc., as Licensor-Permitter, and Golf Course Realty Development, LLC as Licensee-Permittee, as commemorated by the "Memorandum of Railroad Crossing Permit" dated August 21, 2001 by and between said parties, recorded as Inst. No. 2001-40363 in the Probate Office, subject to the terms and provisions of said instruments as assigned and transferred to (to be filled in) by Inst. No. (to be filled) in and to the following described property:



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## **SCHEDULE A – LEGAL DESCRIPTION (Continued)**

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Commence at the SW corner of said Fractional Section 23; thence North 48 deg. 17 min. 24 sec. East a distance of 1780.02 feet; thence north 89 deg. 32 min. 24 sec. East a distance of 772.53 feet to a point lying on the northwesterly right of way line of a Heart of Dixie Railroad right of way (100 foot right of way); thence North 56 deg. 15 min. 17 sec. East along said northwesterly right of way line a distance of 112.49 feet to the point of beginning of a 20 foot ingress\egress permit, lying either side of and parallel to the following described centerline; thence South 32 deg. 51 min. 11 sec. East a distance of 100.82 feet to the Southeasterly right of way line of said Heart of Dixie Railroad right of way and the end of said centerline of permit.

All of the above described parcels being situated in Shelby County, Alabama.