

This instrument was prepared by:  
Thomas C. Clark, III  
Maynard, Cooper & Gale, P.C.  
1901 6<sup>th</sup> Avenue North, Suite 2400  
Birmingham, Alabama 35203  
Telephone: (205) 254-1000

STATE OF ALABAMA       )  
SHELBY COUNTY         )

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made as of the 26<sup>th</sup> day of October, 2004 by SHELBY LAND PARTNERS, LLC, an Alabama limited liability company ("Shelby"), and MARK E. OSBORN, a resident of the State of Alabama ("Osborn"; and collectively with Shelby, "Declarant").

### **RECITALS**

WHEREAS, Declarant is the fee owner of that certain real property located in Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and incorporated herein (the "Alabaster Project"); and

WHEREAS, Declarant contemplates conveying part or all of the Alabaster Project to certain grantees (any future owner of any portion of the Alabaster Project is hereinafter individually and collectively referred to as "Grantee"); and

WHEREAS, Declarant desires to enter into this Declaration for the purpose of establishing certain operating covenants and restrictions which will govern the development and operation of the Alabaster Project by Declarant and any Grantees.

NOW, THEREFORE, Declarant does hereby establishes, solely for the benefit of itself or any successor of Declarant, if any, the covenants and restrictions set forth herein (the "Covenants and Restrictions").

1. **Permitted Uses.** Any use hereunder shall comply with all laws, ordinances, rules, regulations and requirements of any governmental authority or agency having jurisdiction over the Alabaster Project, including those relating to the use, maintenance, storage and disposal of "hazardous substances" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as may be amended from time to time), contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any governmental unit.

2. **Plan Approval.** Construction of any facility ("Facility") or site development within the Alabaster Project by any Grantee shall not commence unless and until such Grantee has obtained from Declarant, in the manner set forth herein below, Declarant's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction and site development on the Alabaster Project, including, without limitation, plans and specifications for the exterior of such Facility. The scope of review by Declarant shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a Letter of Approval of the Declarant, a copy of which must be signed by the Grantee, and returned to the Declarant for retention, is strictly prohibited. In the event the Declarant no longer owns any portion of the Alabaster Project, Declarant shall, upon the sale of the last of its interest in the Alabaster Project, form a property owners' association (the "Association", and collectively with Declarant, an "Alabaster Project Owner") that shall be responsible for assuming all obligations of the Declarant under this Declaration. Any documents created by Declarant for forming any Association shall provide that each owner of any property in the Alabaster Project shall have an equal vote in all decisions regarding the Association. All such plans and specifications shall be submitted to Declarant for Declarant's review and approval or disapproval in the following manner:

(a) **Preliminary Plans and Specifications.** Grantee will submit to Declarant, for Declarant's review and approval or disapproval, preliminary plans of the front exterior elevation of the Facility; specifications for exterior materials of the Facility; and a site plan showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting and signage (the "Site Layout"). Within fifteen (15) business days from the date Declarant receives all such preliminary plans and specifications in whole, Declarant will give Grantee written notice of Declarant's approval or disapproval thereof. If such notice is not so given within such period of time, Declarant shall be deemed to have approved such preliminary plans and specifications. Any approval by Declarant, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Declarant to approve the final plans and specifications.

(b) **Final Plans and Specifications.** Grantee will submit to Declarant, for Declarant's review and approval or disapproval, final plans and specifications (if the same materially deviate from the preliminary plans and specifications) which shall include, without limitation, working drawings of all improvements to the Alabaster Project, the exterior of the Facility, final specifications of exterior materials of the Facility, working drawings of the front elevation of the Facility, detailed landscaping plans, and detailed plans for exterior signs and for lighting (collectively, the "Final Plans"). Within fifteen (15) business days from the date Declarant receives all such final plans and specifications, Declarant will give Grantee written notice of Declarant's approval or disapproval thereof which approval shall not be denied if the design of the Facility is consistent with the plans approved by Declarant pursuant to Section 2(a) above. If such notice is not so given within such period of time, Declarant shall be deemed to have approved such final plans

and specifications. The construction of the Facility and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Declarant, if any.

(c) **Address for Notification.** Any submission made under Section 2 of this Declaration shall be made to the following address or such future address as the Alabaster Project Owner may notify the owner of any property in the Alabaster Project in writing:

Mr. James A. Jackson  
Shelby Land Partners, LLC  
Four Riverchase Ridge  
Birmingham, Alabama 35244

With a copy to:

Mr. Mark Osborn  
4766 Highway 280  
Birmingham, Alabama 35242

3. **Additional Construction.** From and after the time the Facility is completed in accordance with the provisions of Sections 2(a) and 2(b), or otherwise completed, Grantee will not construct any additional buildings without first procuring Declarant's consent to the exterior components thereof, which approval shall not be denied if the design of the Facility is consistent with the plans approved by Declarant pursuant to Section 2(a) above.

4. **Modification to Facility.** Any material modifications of the exterior of the Facility or of the site development which are proposed by Grantee subsequent to Declarant's approval of the final plans and specifications in accordance with Section 2(b) will be in character with the final plans and specifications so approved by Declarant and compatible with the architecture of other structures and with the site development (including, without limitations, signs, driveways, curbs, and landscaping) of the remaining property within the Alabaster Project. Grantee shall make no such material and adverse modification unless and until Grantee first obtains Declarant's approval of preliminary and final plans and specifications therefor. Declarant's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2, except that Declarant shall give Grantee written notice of its approval or disapproval of such plans within fifteen (15) business days of its receipt of all plans and specifications.

5. **Signs.** Any exterior sign(s) will be subject to Declarant's approval.

6. **Disapproval of Plans.** In the event Declarant ever disapproves any preliminary or final plans or specifications of the Facility or of any modification of the Facility or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2 through 4, Declarant shall specify in detail those objections which Declarant may have to same. The factors which Declarant may consider in determining the approval or disapproval of any preliminary and final plans and specifications are to include the following:

(a) Building and architectural standards concerning the exterior of the Facility and all improvements exterior thereto;

(b) Aesthetics;

(c) Exterior or exposed materials; and

(d) Site Layout.

7. Drainage Provisions. The following provisions shall apply to drainage:

(a) In connection with the construction of the Facility and of any modifications thereof and of any additional buildings and with the site development of the Alabaster Project, Grantee shall make such provision for drainage of the Alabaster Project affected by such construction and development as is satisfactory to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Declarant harmless against any and all loss, cost, damage, or injury which Declarant shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Alabaster Project after said proposed construction and development.

(b) Existing drainage shall not be altered in such a manner as to divert the flow of water in addition to that already flowing onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities.

8. Repair of Damage; Indemnity. Grantee shall repair, restore, or replace, as Declarant shall direct, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Facility or the site development on the Alabaster Project, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within; and Grantee hereby agrees to indemnify and hold Declarant harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

9. Maintenance of Property.

(a) Before such construction of the Facility is commenced and after such construction is completed, the landscaping on the Alabaster Project owned by any Grantee as well as areas contiguous to road right of ways (including any future access roads), shall be kept grassed, mowed, and otherwise maintained by such Grantee in an attractive appearance and to a level of quality equal to or better than maintenance of other sites or common areas maintained in similar projects in the metropolitan Birmingham, Alabama area. In the event Grantee fails to keep the Alabaster Project so grassed, mowed, and maintained, Declarant, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto such Grantee's property at reasonable

times and perform all work needed or desired in order to maintain the Alabaster Project in the manner provided. Such entrance upon such property for such purposes shall not be a trespass. Grantee hereby agrees to pay Declarant such reasonable and documented costs and expenses as Declarant shall incur by so acting to maintain the Alabaster Project within ten (10) days from the receipt by Grantee of a statement from Declarant for any such work.

(b) In addition, the event of the total destruction of, or partial damage to, any Facility located within the Alabaster Project by fire or other casualty, the owner of such Facility shall proceed with due diligence and dispatch to either (i) repair and restore the Facility to the condition to which it existed immediately prior to the occurrence of such casualty, or (ii) demolish and remove such Facility and landscape the real property upon which such Facility was located.

10. Maintenance During Construction. The following provisions shall be observed:

(a) Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

(b) All building debris, stumps, trees, etc., must be removed from the Alabaster Project by builder as often as necessary to keep the Alabaster Project attractive. Such debris shall not be dumped in any area of the Alabaster Project.

(c) During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as to not unnecessarily damage any other adjacent property.

11. Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Alabaster Project area.

12. Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Alabaster Project and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Alabaster Project; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Alabaster Project.

13. Antennas. All outside radio and television antennas shall be properly screened.

14. Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Alabaster Project. Trash, garbage or other waste shall not be kept on the Alabaster Project, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse

shall be permitted, except during construction of a Facility, at which time trees and stumps removed during construction may be burned.

15. Enforcement. In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, both the Alabaster Project Owner and any Grantee shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Declarant shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

16. Duration. The Restrictions contained in this Declaration shall run with and bind the Alabaster Project, shall inure to the benefit of the Alabaster Project Owner, its successors and assigns for so long as there is an Alabaster Project Owner, but in no event longer than twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by the Alabaster Project Owner.

17. Severability. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

18. Agreements Run With The Land. Both the benefits and the burdens of all covenants, restrictions, benefits and obligations established by this Declaration shall run with and bind the lands described herein, and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, licensees, invitees, employees, personal representatives, heirs, successors and assigns and shall be perpetual.

19. Interpretation. The covenants, restrictions, benefits and obligations set forth herein shall not be strictly construed, but shall be interpreted so as to allow the owners of all lands affected hereby to enjoy the commercially reasonable use and benefit of the same while fulfilling the essential purposes of same.

20. No Public Dedication. This Declaration is not intended, and shall not be construed, to dedicate any easements to the general public or to grant to the general public any rights whatsoever.

21. Amendment. This Declaration may be modified and amended only in a written instrument executed jointly by both of the Declarants (or their assigns) and each Grantee and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed under seal as of the day and year first above written.

DECLARANT:

Signed, sealed and delivered  
by Declarant in the presence of:

SHELBY LAND PARTNERS, LLC, an  
Alabama limited liability company

Will-A. Landers  
Witness

By: James A. Jackson  
Manager

STATE OF ALABAMA }  
COUNTY OF Jefferson }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James A. Jackson of Shelby Land Partners, 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 this instrument, he/she, as such officer 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 26<sup>th</sup> day of October, 2004.

Roberta J. Cahill  
Notary Public

[SEAL]

My commission expires: 3-9-08

Signed, sealed and delivered  
by Declarant in the presence of:



Mark E. Osborn

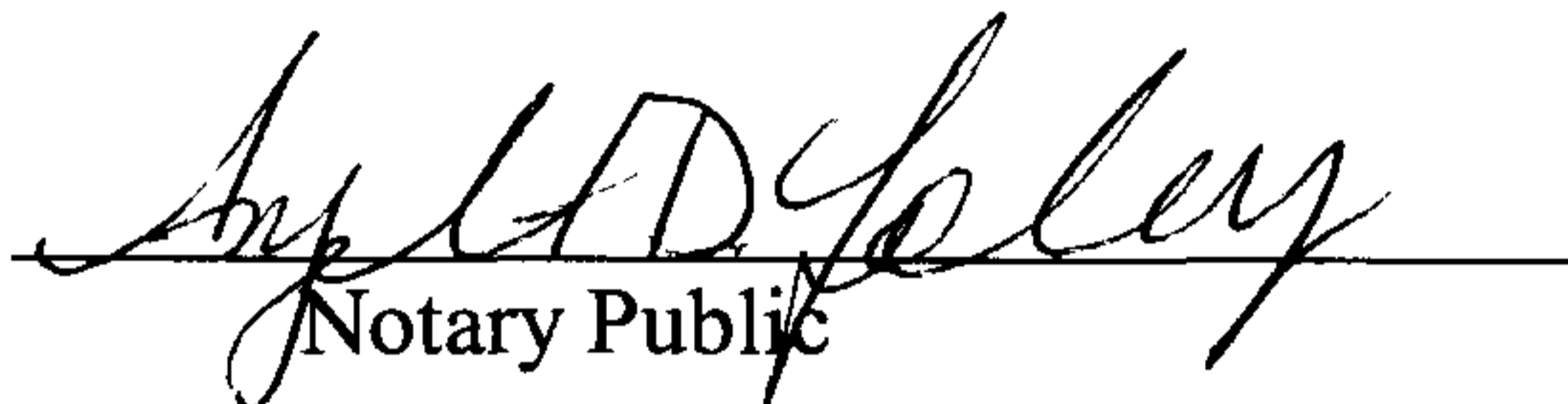


Witness

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mark E. Osborn, 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 said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of October, 2004.

  
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES NOVEMBER 4th, 2006

My commission expires: \_\_\_\_\_

## EXHIBIT A

### (Legal Description)

That portion of the SW1/4 of Section 1, Township 21 South, Range 3 West, lying North of Hwy 31 and East of Interstate I-65.

The SE 1/4 of Section 1, Township 21 South, Range 3 West. Less and except that portion owned by Earnestine and Clarence Oden.

That portion of the NE 1/4 of Section 1, 21 South, Range 3 West lying East of Interstate I-65. Less and except that property described as follows: A tract of land in the Southeast ¼ of the Northeast ¼ of Section 1, Township 21, Range 3 West. Begin 621 feet East of the Southwest corner and run East 260 feet, Northeast 800 feet, West 260 feet, Southwest 800 feet to point of beginning; being further identified as tax parcel #23-1-01-1-001-001. (The "Spence" Tract)

That portion of the SE 1/4 of Section 36, Township 20 South, Range 3 West lying East of Interstate I-65.

The NE 1/4 of the NW 1/4; the NW 1/4 of the NW 1/4; and the SW 1/4 of the NW 1/4; of Section 6, Township 21 South, Range 2 West.

All being situated in Shelby County, Alabama.

**Exhibit A**

(Legal Description)

Less and except the following described property:

**PARCEL I:**

A parcel of land situated in the Southeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 613.31 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last stated course a distance of 646.04 feet to a point on the Easterly Right-of-Way line of a proposed road, said point also being on a curve to the left having a radius of 500.00 feet and a central angle of 26°14'59"; thence 111°52'06" to the right (angle measured to tangent) in a Northerly direction along the arc of said curve and along said Right-of-Way line a distance of 229.07 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction along said Right-of-Way line a distance of 140.49 feet to the P.C. (point of curve) of a curve to the right having a radius of 775.00 feet and a central angle of 34°26'26"; thence in a Northerly and Northeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 465.85 feet to a point; thence 82°29'40" to the right (angle measured to tangent) in a southeasterly direction (leaving said Right-of-Way line) a distance of 563.37 feet to a point; thence 67°26'47" to the right in a southerly direction a distance of 595.84 feet to the POINT OF BEGINNING.

**PARCEL II:**

A parcel of land situated in the East 1/2 of Section 1, Township 21 South, Range 3 West and the Northwest 1/4 of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 1313.72 feet to the POINT OF BEGINNING of the centerline of a proposed road, being 100 feet in width, lying 50 feet on either side of the following described centerline said point also lying on a curve to the left having a radius of 450.00 feet and a central angle of  $28^{\circ}49'44''$ ; thence  $114^{\circ}26'52''$  to the right (angle measured to tangent) in a Northerly direction along the arc of said curve a distance of 226.42 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 140.49 feet to the P.C. (point of curve) of a curve to the right having a radius of 825.00 feet and a central angle of  $48^{\circ}19'53''$ ; thence in a northerly and Northeasterly direction along the arc of said curve a distance of 695.92 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 303.37 feet to the P.C. (point of curve) of a curve to the left having a radius of 950.00 feet and a central angle of  $35^{\circ}06'40''$ ; thence in a Northeasterly and Northerly direction along the arc of said curve a distance of 582.16 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 406.40 feet to the P.C. (point of curve) of a curve to the right having a radius of 2850.00 feet and a central angle of  $41^{\circ}47'25''$ ; thence in a Northerly and Northeasterly direction along the arc of said curve a distance of 2078.73 feet to the P.T. (point of tangent) of said curve at which point said Right of Way becomes 65 feet in width, lying 32.50 feet on either side of the following described centerline; thence tangent to said curve in a Northeasterly direction a distance of 1162.62 feet to the P.C. (point of curve) of a curve to the right having a radius of 1000.00 feet and a central angle of  $25^{\circ}27'28''$ ; thence in a Northeasterly and Easterly direction along the arc of said curve a distance of 444.32 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 300.00 feet and a central angle of  $83^{\circ}36'26''$  more or less; thence in an Easterly, Northeasterly and Northerly direction along the arc of said curve a distance of 437.77 feet more or less to a point at the intersection of the centerline of said proposed road and the north line of section 6, Township 21 South, Range 2 West, said point being the POINT OF ENDING of the centerline of the proposed road described herein.

PARCEL III:

A parcel of land situated in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, said point being the POINT OF BEGINNING of the parcel described herein; thence continue in a Westerly direction along the South line of said Section 1 (leaving said Interstate Drive Right-of-Way line) a distance of 282.10 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence  $37^{\circ}21'23''$  to the right in a Northwesterly direction along the Northeasterly Right-of-Way line of said U.S. Highway No. 31 a distance of 240.61 feet to a concrete Right-of-Way monument; thence  $1^{\circ}35'30''$  to the left in a Northwesterly direction along said Right-of-Way line a distance of 499.72 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence  $28^{\circ}21'35''$  to the right in a Northwesterly direction along the Easterly Right-of-Way line of said Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence  $27^{\circ}44'36''$  to the right in a Northerly direction along said Right-of-Way line a distance of 630.36 feet to a concrete Right-of-Way monument; thence  $12^{\circ}13'40''$  to the right in a Northerly direction along said Right-of-Way line a distance of 572.42 feet to a concrete Right-of-Way monument; thence  $13^{\circ}28'52''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 1591.01 feet to a concrete Right-of-Way monument; thence  $30^{\circ}35'37''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 173.96 feet to a point; thence  $30^{\circ}30'08''$  to the left in a Northeasterly direction along said Right-of-Way line a distance of 552.94 feet to a point; thence  $84^{\circ}23'49''$  to the right (leaving said Right-of-Way line) in a Southeasterly direction a distance of 881.93 feet to a point; thence  $90^{\circ}00'$  to the right in a Southwesterly direction a distance of 100.12 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a

distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 364.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $87^{\circ}26'32''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 83.94 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $118^{\circ}23'41''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 148.78 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $30^{\circ}57'07''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 24.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 307.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}14'52''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 31.61 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $80^{\circ}29'58''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 101.16 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}15'09''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 31.61 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 263.14 feet to a point; thence  $90^{\circ}00'00''$  to the right in a Northwesterly direction a distance of 196.66 feet to a point; thence  $95^{\circ}00'00''$  to the left in a Southwesterly direction a distance of 111.29 feet to the P.C. (point of curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $70^{\circ}36'50''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 73.95 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 70.00 feet and a central angle of  $96^{\circ}14'51''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $50^{\circ}38'01''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 53.02 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 65.00 feet and a central angle of  $43^{\circ}14'23''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $48^{\circ}14'23''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 578.42 feet to a point; thence  $93^{\circ}42'51''$  to the right in a Westerly direction a distance of 491.10 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of  $86^{\circ}31'11''$ ; thence in a Westerly, Southwesterly and Southerly direction along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve, said point lying on the Easterly Right-of-Way line of Interstate Drive; thence  $90^{\circ}00'$  to the right in a Westerly direction (leaving said Easterly Right-of-Way line) a distance of 80.00 feet to a point on the Westerly Right-of-Way line of said Interstate Drive; thence  $90^{\circ}00'$  to the left in a Southerly direction along the Westerly

Right-of-Way line of said Interstate Drive a distance of 74.94 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence  $153^{\circ}08'27''$  to the right in a Northwesterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence  $153^{\circ}08'27''$  to the left in a Southerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 364.54 feet to the POINT OF BEGINNING.