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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
:
COUNTY OF SHELBY)

EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Agreement") is made and entered into as of the 31st day of May, 2006 by and between GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Developer"), and GARY G. CRUMPTON and wife, CHERI H. CRUMPTON (collectively, "Owner").

RECITALS:

Owner is the owner of that certain real property (the "Owner's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Developer is the owner of that certain real property (the "Legacy Lot") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference. The Legacy Lot adjoins the northern border of the Owner's Property.

Developer desires to grant to Owner a permanent and perpetual easement over, across, through and upon that portion of the Legacy Lot (the "Easement Property") which is more particularly described in Exhibit C attached hereto and incorporated herein by reference.

The Easement Property will, subject to the terms and provisions of this Agreement, provide for the benefit of the Owner's Property (a) access to and from the Owner's Property and that certain private roadway known as Springbank Terrace ("Springbank Terrace"), as shown and depicted on that certain subdivision plat entitled "Greystone Legacy, 9th Sector", as recorded in Map Book 32, Pages 44 A and B in the Office of the Judge of Probate of Shelby County, Alabama and (b) certain utility easements and utility connection rights, each as hereinafter provided.

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

1. **Grant of Easements.**

(a) Subject to Owner's compliance with all of the terms and provisions of Paragraph 1(b) below, Developer does hereby grant to Owner, for the benefit of the Owner's Property, the following easements (collectively, the "Easements"):

(i) Subject to the provisions of Paragraph 1(c) below, a permanent, perpetual and non-exclusive access easement appurtenant over, across, through and upon the Easement Property for the purposes of constructing, installing, operating, maintaining and replacement within the Easement Property (1) one (1) paved driveway (the "Driveway") which will provide access between the Owner's Property and Springbank Terrace and (2) the Driveway Improvements, as hereinafter defined;

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State of Alabama

Deed Tax: \$10.00

(ii) A permanent, perpetual and non-exclusive easement appurtenant over, across, through, under and upon the Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon underground lines, pipes, conduits, equipment, machinery and appurtenances (collectively, the "Utility Lines") which may be necessary or required in order to provide to the Owner's Property any publicly or privately owned or operated utility services, including, without limitation, electrical, gas, telephone, cable television and similar types of communication services and systems, water and sanitary sewer services and systems (collectively, the "Utility Services"); and

(iii) A permanent, perpetual and non-exclusive right to connect and tie-onto (the "Utility Connection Rights") any and all underground Utility Lines situated in or upon the right-of-way of Springbank Terrace.

(b) The Easement Property shall be used by Owner only for the construction, operation, maintenance, repair or replacement of (i) the Driveway (and the Driveway Improvements, as hereinafter defined) which will provide vehicular and pedestrian access between the Owner's Property (and the Two Dwellings, as defined in Paragraph 2(a)(iv) below), and Springbank Terrace and (ii) Utility Lines to serve the Owner's Property (and the Two Dwellings, as defined in Paragraph 2(a)(iv) below). The Easements granted herein shall be exercised by Owner subject to all of the terms and provisions of Paragraphs 1(c), 2, 3, 4 and 6 below.

(c) To the extent Owner constructs and installs a Driveway and Driveway Improvements on the Easement Property, then Developer, the Greystone Legacy Homeowners' Association, Inc. (the "Association") and their respective agents, employees and contractors shall be authorized and allowed to use the Driveway and Driveway Improvements solely in connection with the maintenance, upkeep and repair of the Legacy Lot, including, specifically, the Retention Area, as defined below, situated thereon. Except as specifically authorized by the terms and provisions of this Paragraph 1(c), neither Developer, the Association nor any of their respective agents, employees, contractors, successors or assigns shall be authorized to utilize the Driveway and Driveway Improvements.

2. Limitations and Restrictions on the Use of Easement Property for Driveway.

(a) As a condition precedent to Owner's exercise of the Easements for the construction, operation, maintenance, repair and replacement of a Driveway and any Driveway Improvements on the Easement Property, Owner shall satisfy all of the following terms, conditions and requirements:

(i) The Driveway to be constructed on the Easement Property by Owner shall be paved with either asphalt or concrete in a manner substantially similar in quality of construction as currently found in the Greystone Legacy subdivision, shall be no more than 12 feet in width and shall include appropriate and adequate storm drainage and storm sewer facilities (collectively, with the Driveway, the "Driveway Improvements"). Only one (1) Driveway shall be constructed on the Easement Property. The Driveway to be constructed by Owner on the Easement Property does not have to contain curbing or gutters. In addition, Owner shall have the right, at Owner's sole cost and expense, to construct, install, maintain, repair and replace from time to time within the Easement Property (1) up to two (2) mailboxes so long as such mailboxes are the same type, quality and color of the mailboxes uses throughout the Greystone Legacy subdivision (collectively, the "Approved Mailboxes") and (2) a stone marker identifying the Driveway as a "private drive" so long as such stone marker is of the same type, size and quality and utilizes substantially the same building materials as used throughout the

Greystone Legacy subdivision for similar "private drive" signage (the "Private Drive Marker");

(ii) Prior to the commencement of construction of any of the Driveway Improvements, Owner shall prepare and submit to Developer for approval plans and specifications for the Driveway Improvements (the "Driveway Plans"), which approval shall not be unreasonably withheld or delayed by Developer. Such Driveway Plans shall provide that the Driveway will meet at grade with Springbank Terrace and shall provide for appropriate landscaping of the Easement Property by Owner;

(iii) Following approval of the Driveway Plans by Developer, Owner shall, at Owner's sole cost and expense, cause the Driveway Improvements to be constructed and completed on or before ninety (90) days from the date of commencement of construction of any Driveway Improvements on the Easement Property. The Driveway Improvements shall be constructed in a good and workmanlike manner in substantial accordance with the Driveway Plans approved by Developer and in accordance with all statutes, laws, ordinances, code provisions, rules, regulations and requirements (collectively, the "Governmental Requirements") of all applicable city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory agencies (collectively, the "Applicable Governmental Agencies"). All construction work relating to the construction of the Driveway and Driveway Improvements shall be performed only during the weekday hours of 7:00 a.m. and 6:00 p.m. or on Saturdays during the hours from 8:00 a.m. and 1:00 p.m. Following completion of the initial construction of the Driveway and Driveway Improvements, other than routine maintenance and repair of the Driveway and Driveway Improvements, no further construction activities shall be undertaken on or within the Easement Property without the prior written consent and approval of Developer, which approval shall not be unreasonably withheld or delayed;

(iv) The Driveway Improvements shall only benefit and be used by the existing one (1) single-family residential dwelling currently situated on the Owner's Property and one (1) additional detached single-family residential dwelling which may be constructed on the Owner's Property after the date of this Agreement (collectively, the "Two Dwellings"). Except for the Two Dwellings, the Driveway Improvements shall not be utilized by any additional dwellings which may be constructed on the Owner's Property or any other real property situated adjacent to or in close proximity with the Owner's Property. In no event shall Owner grant, assign, transfer, convey, delegate or otherwise authorize any person or entity (other than the then owners of the Two Dwellings and the family members and guests of the Two Dwellings) any rights to use or come upon the Owner's Property to access or use the Easements on the Easement Property. In no event shall the Driveway or any of the Driveway Improvements be used by or for the benefit of any other real property other than the Two Dwellings;

(v) Following commencement of construction of the Driveway and Driveway Improvements on the Easement Property, the Driveway and Driveway Improvements shall at all times be maintained by Owner, at Owner's sole cost and expense, in good condition and repair;

(vi) Except for the Driveway Improvements set forth in the Driveway Plans approved by Developer, the Approved Mailboxes, the Private Drive Marker and the underground Utility Lines to be constructed and installed by Owner pursuant to the terms

and provisions of Paragraph 3 below, no further improvements of any kind or nature shall be made by Owner to the Easement Property without the prior written consent and approval of Developer; and

(vii) Any damage to Springbank Terrace, the Easement Property and any other real property situated in close proximity to the Easement Property and, any improvements thereto caused by or resulting from the exercise of the Easements granted to Owner pursuant to Paragraph 1 above shall be promptly repaired and replaced by Owner.

(b) In the event of any default by Owner or any of Owner's heirs, executors, administrators, personal representatives, successors or assigns in the performance or observance of any of the terms and provisions of Paragraph 2(a) above, then Developer and its successors and assign shall have the rights set forth in Paragraph 4 below.

3. **Limitations and Restrictions Relating to Utilities and Utility Connection Rights.**

(a) As a condition precedent to Owner's exercise of the Easements for the construction of Utility Lines within the Easement Property and the exercise of the Utility Connection Rights, Owner shall satisfy all of the following terms, conditions and requirements:

(i) All Utility Lines constructed or installed by Owner on the Easement Property or Springbank Terrace shall be located underground;

(ii) Owner does hereby covenant and agree that in connection with the exercise of the Easements granted to Owner pursuant to Paragraphs 1(a)(ii) and 1(a)(iii) above:

(1) Owner shall prosecute the initial construction and installation of any Utility Lines within the Easement Property and Springbank Terrace in such a manner so as to cause as little interference with pedestrian and vehicular access, ingress and egress over and upon Springbank Terrace as possible;

(2) Owner will implement and enforce prudent safety and traffic control measures during the prosecution of such construction activities so as to minimize any risk of personal injury or property damage resulting from such construction activities;

(3) Once construction of any such Utility Lines within the Easement Property and/or Springbank Terrace commences, such construction work will be promptly completed on or before ninety (90) days from the date of commencement of any such construction work;

(4) Unless the applicable utility company or Applicable Governmental Agencies assume all maintenance responsibilities for all Utility Lines constructed by or for the benefit of Owner within the Easement Property or Springbank Terrace, Owner shall, at Owner's sole cost and expense, operate, maintain, repair and replace, if necessary, all Utility Lines constructed or installed by Owner within the Easement Property or Springbank Terrace;

(5) All Utility Lines constructed or installed by Owner within the Easement Property or Springbank Terrace shall be constructed and installed in a good and workmanlike manner and in accordance with all statutes, laws, ordinances, code provisions, rules, regulations or requirements of all Applicable Governmental Agencies and those utility companies having jurisdiction over the construction, installation, operation, maintenance and use of the same;

(6) All construction work relating to the construction of Utility Lines within the Easement Property or the exercise of the Utility Connection Rights shall be performed only during the weekday hours of 7:00 a.m. and 6:00 p.m. or on Saturdays during the hours from 8:00 a.m. and 1:00 p.m.;

(7) Following completion by Owner of the initial construction and installation of Utility Lines within the Easement Property and Springbank Terrace, no further construction activities on or within the Easement Property or Springbank Terrace shall be undertaken without the prior written consent and approval of Developer, which consent and approval shall not be unreasonably withheld or delayed; and

(8) Any damage to Springbank Terrace, the Easement Property and any other real property situated in close proximity to the Easement Property and, any improvements thereto or to any Utility Lines situated within Springbank Terrace caused by or resulting from the exercise of the Easements granted to Owner pursuant to Paragraph 1 above shall be promptly repaired and replaced by Owner;

(iii) Owner shall be solely responsible for (1) paying any and all costs and expenses relating to the installation of any and all Utility Lines within the Easement Property and the right-of-way of Springbank Terrace, including the installation of all meters for any Utility Services provided to the Owner's Property through the exercise of the Utility Connection Rights, (2) paying any and all reservation, tap, impact and other fees and any other service, use and demand fees or charges charged from time to time by any utility company or governmental agency providing any Utility Services through the Utility Lines, and (3) obtaining any and all taps, tap rights and capacity or use allocations for the Owner's Property from the applicable utility company or governmental agency providing Utility Services through any of the Utility Lines; and

(iv) The Easements granted to Owner pursuant to Paragraph 1 above shall be utilized solely for the purpose of serving the Two Dwellings on the Owner's Property. The Easements regarding constructing Utility Lines within the Easement Property and exercising the Utility Connection Rights shall not be utilized by any additional dwellings which may be constructed on the Owner's Property or any other real property situated adjacent to or in close proximity with the Owner's Property. In no event shall Owner grant, assign, transfer, convey, delegate or otherwise authorize any person or entity (other than the then owners of the Two Dwellings and the family members and guests of the Two Dwellings) any rights to connect to or use any Utility Lines constructed within the Easement Property or the exercise of the Utility Connection Rights. In no event shall the Utility Lines constructed within the Easement Property or the exercise of the Utility Connection Rights be used by or for the benefit of any other real property other than the Two Dwellings.

(b) In the event of any default by Owner or any of Owner's heirs, executors, administrators, personal representatives, successors or assigns in the performance or observance of any of the terms and provisions of Paragraph 3(a) above, then Developer and its successors and assign shall have the rights set forth in Paragraph 4 below.

4. **Default and Binding Effect.** If, for any reason, the terms, provisions or restrictions set forth in Paragraphs 2 or 3 above are breached or are not being complied with in all respects by Owner or any of Owner's heirs, executors, personal representatives, administrators, successors and assigns at all times, then, in addition to any other rights and remedies which Developer may have at law or in equity, Developer may, by written notice to Owner, cancel and terminate the Easements granted to Owner pursuant to Paragraph 1 above, in which event all Easements granted to Owner pursuant to Paragraph 1 above shall be null and void and of no further force or effect. Subject to the foregoing, the terms and provisions of this Agreement shall be covenants running with the land which shall be binding upon and inure to the benefit of Developer, Owner and their respective heirs, executors, personal representatives, successors and assigns.

5. **Declaration of Restrictive Covenants for Legacy Lot.** Developer, for itself and its successors and assigns, does hereby covenant and agree, for the benefit of the Owner and the Owner's Property, that the Legacy Lot will not, at any time, be developed or improved with or otherwise used for any above-ground buildings or other improvements, including, without limitation, houses, dwellings, picnic areas, exercise areas, play areas or tot lots or play equipment, such as, but not limited to, swing sets, trampolines, jungle gyms or other similar play equipment; **provided, however,** that the provisions of this Paragraph 5 shall **not** prohibit, limit or restrict Developer, the Association or any of their respective successors and assigns from constructing, installing, operating, maintaining, repairing and replacing from time to time on any portion of the Legacy Lot any above or below ground Utility Lines and any above ground structures or improvements necessary or required in connection with the drainage of water into the Retention Area, as hereinafter defined, or the maintenance, operation, repair and replacement of the Retention Area or any improvements now or hereafter constructed on the Legacy Lot in connection with the Retention Area. The terms and provisions of this Paragraph 5 shall be covenants running with the Legacy Lot and shall be binding upon and inure to the benefit of Developer, Owner and their respective heirs, executors, personal representatives, successors and assigns.

6. **Retention Area on Legacy Lot.**

(a) Owner acknowledges and agrees that the Legacy Lot currently contains and will continue to contain a lake which serves as a storm water retention/detention area (the "Retention Area"). Prior to the conveyance of a Legacy Lot to the Association, Developer will be solely responsible for maintaining the Retention Area in good condition and repair at all times. Following the transfer and conveyance of a Legacy Lot to the Association, the Association will be solely responsible for maintaining the Retention Area in good condition and repair at all times.

(b) Developer, for itself and its successors and assigns (including the Association), does hereby agree to indemnify and hold Owner harmless from and against any and all damage or injury to any of the Driveway Improvements caused by or resulting from the failure of Developer or any of its successors and assigns to properly maintain the Retention Area in good repair and condition at all times. From and after the date on which Developer transfers and conveys the Legacy Lot to the Association, the obligations of Developer pursuant to this Paragraph 6(b) shall immediately terminate, be deemed null and void and of no further force or effect; however, the Association shall assume, in connection with the conveyance of the Legacy Lot to the Association, all of the indemnification obligations of Developer set forth in this Paragraph 6(b).

(c) Notwithstanding anything provided in this Agreement to the contrary, the then owner of the Easement Property shall have the right, at any time and from time to time, to relocate the Easement Property subject to and upon the following terms and conditions:

(i) The location of the real property to which the Easement Property will be relocated (the "Relocated Easement Property") must be mutually acceptable to and approved by Owner and the then owner of the Easement Property;

(ii) Once the location of the Relocated Easement Property has been mutually accepted and approved by Owner and the then Owner of the Easement Property, then this Agreement shall be amended to substitute for Exhibit C hereto the legal description of the Relocated Easement Property; and


(iii) To the extent such relocation will require the relocation of any of the Utility Lines, the Driveway and/or any of the Driveway Improvements then situated on the Easement Property, then the then owner of the Easement Property requesting the relocation of the Easement Property shall, at such person's sole cost and expense, cause all such Utility Lines, the Driveway and/or the Driveway Improvements to be relocated to the Relocated Easement Property and the relocated Utility Lines, the Driveway and/or the Driveway Improvements shall, following such relocation, be in substantially the same condition and state of repair as existed immediately prior to the relocation of the same.

7. Miscellaneous.

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to any of the subject matter of this Agreement. This Agreement may not be modified or amended except by a written instrument executed by the then owner of the Legacy Lot and the then owner(s) of the Owner's Property.

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

(c) Subject to the limitations set forth in Paragraph 4 above, this Agreement and the covenants and obligations contained herein shall run with the land and, shall be binding upon and inure to the benefit of Developer and Owner and their respective heirs, executors, personal representatives, administrators, successors and assigns. Developer and Owner acknowledge and agree that Developer will, at some time in the future, transfer and convey the Legacy Lot to the Association, in which event all of the rights and remedies of Developer set forth in this Agreement shall be exercised by the Association and Developer shall be released of and from any further obligations or liabilities under this Agreement. Furthermore, to the extent Owner transfers and conveys the Owner's Property to any third party ("Third Party"), then such Third Party, as successor in interest to Owner in the ownership of the Owner's Property, shall be solely responsible and liable for the performance of all obligations of Owner set forth in this Agreement with respect to that portion of the Owner's Property then owned by such Third Party and Gary R. Crumpton and wife, Cheri H. Crumpton, as the initial Owner under this Agreement, shall be released of and from any further obligations or liabilities under this Agreement with respect to that portion of the Owner's Property transferred and conveyed to such Third Party from and after the transfer and conveyance of such portion of the Owner's Property to any such Third Party.


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

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

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

(g) In connection with the construction of the Driveway, Driveway Improvements and Utility Lines on the Easement Property and the exercise of the Utility Connection Rights set forth herein, Owner shall and does hereby agree to indemnify, defend and hold Developer, the Association and their respective successors and assigns harmless from and against any and all actions, causes of action, liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by Developer, the Association or any of their respective successors and assigns as a result of any injury or damage to person (including death) or property occurring in, on or upon the Easement Property or Springbank Terrace as a result of or in connection the undertaking of any construction activities on or within said areas by Owner.

(h) In the event of any violation or threatened violation of this Agreement by any party hereto, then the non-defaulting party shall have the right to exercise all rights and remedies available to such party at law or in equity, including, without limitation, seeking injunctive relief to enjoin such violation or threatened violation and any and all costs and expenses paid or incurred by such non-defaulting party, including without limitation, attorneys' fees and expenses, and court costs, shall be paid by the defaulting party.

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

GREYSTONE DEVELOPMENT COMPANY, LLC,
an Alabama limited liability company

By: **DANIEL REALTY CORPORATION,**
an Alabama corporation, Its Manager

By: _____
Its: _____



Gary G. Crumpton



Cheri H. Crumpton



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STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher A. Brown whose name as Senior Vice President of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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 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 this 31st day of May, 2006.

Chris Intreui
 Notary Public

[NOTARIAL SEAL]

My commission expires: March 3, 2008

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of May, 2006.

Virginia M Cullen
 Notary Public

[NOTARIAL SEAL]

My commission expires: 1/13/08

This instrument prepared by
 Stephen R. Monk, Esq.
 Bradley Arant Rose & White LLP
 One Federal Place
 1819 Fifth Avenue North
 Birmingham, AL 35203-2104
 (205) 521-8000



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EXHIBIT A

Legal Description of Owner's Property

Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama.



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EXHIBIT B

Legal Description of Legacy Lot

Lot 910, according to the Survey of Greystone Legacy, 9th Sector as recorded in Map Book 32,
Pages 44 A and B in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT C

Legal Description of Easement Property

An easement for ingress, egress and utilities crossing the lot referred to as Common Area on the proposed RESURVEY OF LOT 910 GREYSTONE LEGACY 9TH SECTOR and being more particularly described as follows. Commence at the Northeast corner of said Common Area, said corner being on a curve to the right having a central angle of 27 degrees, 09 minutes, 35 seconds and a radius of 50.00 feet, thence run Northwest along the arc of said curve for a distance of 23.70 feet to the point of beginning of a 20 foot wide easement being 10.00 feet of each side of the following described centerline. From the point of beginning thus obtained turn an angle to the left from the chord of said curve of 95 degrees, 15 minutes, 35 seconds and run Southwest for a distance of 28.33 feet; thence left 04 degrees, 17 minutes, 06 seconds and continue Southwest for a distance of 36.92 feet; thence right 10 degrees, 55 minutes, 25 seconds and continue Southwest for 81.46 feet to the point of commencement of a curve to the right having a central angle of 32 degrees, 25 minutes, 44 seconds and a radius of 10.00 feet ; thence continue Southwest along the arc of said curve for a distance of 5.66 feet; thence continue Southwest tangent to said curve for a distance of 84.11 feet; thence left 24 degrees, 48 minutes, 04 seconds and continue Southwest for a distance of 83.41 feet to the point of commencement of a curve to the left having a central angle of 134 degrees, 38 minutes, 37 seconds and a radius of 25.00 feet; thence Southwest, South and Southeast along the arc of said curve for a distance of 58.75 feet; thence run Southeast tangent to said curve for a distance of 71.82 feet of the point of commence of a curve to the right having a central angle of 47 degrees, 07 minutes, 40 seconds and a radius of 48.00 feet; thence Southeast along the arc of said curve for a distance of 39.48 feet to the point on the South line of said Common Area that is 11.62 feet West of the Southeast corner of said common area and the end of said easement. The interior and exterior segments of the last described curve ends at the South line of said Common Area.