

This Instrument prepared by:
Mary Thornton Taylor, Esq.
% 3570 Grandview Parkway, Suite 100
Birmingham, Alabama 35243

STATE OF ALABAMA)

SHELBY COUNTY)

**EIGHTH AMENDMENT TO
THE NARROWS RESIDENTIAL
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS EIGHTH AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 25TH day of October, 2006 by KOO, LLC, an Alabama limited liability company ("Developer").

R E C I T A L S:

WHEREAS, The Narrows Residential Declaration of Covenants, Conditions and Restrictions dated March 27, 2000, has heretofore been duly executed and recorded as Instrument #2000-09755 in the Probate Office of Shelby County, Alabama, has been amended by the First Amendment thereto, dated May 24, 2000 and recorded as Instrument #2000-17136 in said Probate Office, and further amended by the Second Amendment thereto, dated October 16, 2000, and recorded as Instrument #2000-36696 in said Probate Office, and further amended by the Third Amendment thereto, dated August 29, 2001, and recorded as Instrument #2001-38328, and further amended by the Fourth Amendment thereto, dated August 27, 2002, and recorded as Instrument #20020905000424180, and further amended by the Fifth Amendment thereto, dated October 1, 2002, and recorded as Instrument #20021017000508250, and further amended by the Sixth Amendment thereto, dated July 11, 2003, and recorded as Instrument #20030716000450980, in said Probate Office and further amended by the Seventh Amendment thereto, dated August 26, 2005, and recorded as Instrument #20050831000450840 in said Probate Office (collectively, the "Declaration"); and

WHEREAS, capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, The Narrows Residential Owners Association, Inc. (the "Association"), as defined and described in the Declaration, is the owner of certain real property situated in Shelby County, Alabama as follows: (i) a certain parcel of real property which is legally described in **Exhibit A** attached hereto and made a part hereof (the "Nature Walk Parcel") and (ii) a certain 24

acre, plus or minus, parcel of real property which is designated by the Shelby County Property Tax Commissioner as Parcel # 09 4 20 1 002 006.000 as depicted on **Exhibit B** attached hereto and made a part hereof (the "Creek Preserve Parcel")(collectively, the Nature Walk Parcel and the Creek Preserve Parcel are the "Association's Property"); and

WHEREAS, Double Oak Water Reclamation, LLC ("DOWR") is the owner of certain real property situated in Shelby County, Alabama which is legally described in **Exhibit C** attached hereto and made a part hereof (the "Augmentation Pond Parcel"); and

WHEREAS, the Augmentation Pond is situated with the Augmentation Pond Parcel which is adjacent to the western boundary of the Nature Walk Parcel; and

WHEREAS, as set forth in the Declaration, the Association is comprised of the Owners (the "Owners") within The Narrows, a planned unit development situated in Shelby County, Alabama, as legally described in the Declaration; and

WHEREAS, DOWR provides sanitary sewer service to the Association and all Owners within The Narrows; and

WHEREAS, traversing the Association's Property is a creek commonly known as Ivy Branch ("Ivy Branch"); and

WHEREAS, the Augmentation Pond is upstream from Ivy Branch and waters from the Augmentation Pond flow through Ivy Branch as Ivy Branch runs through the Nature Walk Parcel and the Creek Preserve Parcel to the east side of Shelby County Highway 280 where Ivy Branch connects to Yellow Leaf Creek situated within the Scenic Preserve Parcel owned by DOWR. The Scenic Preserve Parcel is legally described in **Exhibit D** attached hereto and made a part hereof; and

WHEREAS, Ivy Branch and its general course from the Augmentation Pond to the Scenic Preserve Parcel on the east side of Shelby County Highway 280 is depicted on **Exhibit E** attached hereto and made a part hereof; and

WHEREAS, the Augmentation Pond and Ivy Branch are integral to the proper operation of DOWR's sanitary sewer treatment facilities (the "DOWR Sewer System"); and

WHEREAS, DOWR desires, for the benefit of itself, and its successors, assigns, managers, contractors and agents, to have a permanent, perpetual, exclusive and private easement over, across, upon and under Ivy Branch in order to exclusively use, control, maintain and protect Ivy Branch, its vegetation, its water and its flow (the "Ivy Branch Easement", as further described below); and

WHEREAS, DOWR further desires, for the benefit of itself, and its successors, assigns, managers, contractors and agents, to have a permanent and perpetual easement over, across, and upon the Association's Property for purposes of accessing the Ivy Branch Easement (the

"Access Easement", as further described below); and

WHEREAS, pursuant to Developer's authority under Section 10.2 of the Declaration, Developer desires to amend Article III of the Declaration to grant said Ivy Branch Easement and Access Easement to DOWR by adding Section 3.12 thereto; and

WHEREAS, the Association and DOWR desire to join in this Amendment in order to acknowledge and agree to the terms, provisions, covenants, restrictions and agreements set forth herein.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, including but not limited to DOWR's provision of sanitary sewer service to the Association and the Owners, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. **Easement to DOWR.**

Developer hereby amends the Declaration by adding the following Section 3.12 to Article III of the Declaration:

3.12 **The Ivy Branch Easement and Access Easement.**

(a) **GRANT OF EASEMENTS.**

(1) Developer and the Association do hereby grant to DOWR, for itself and its successors, assigns, managers, contractors and agents, forever, the permanent, perpetual, exclusive and private "Ivy Branch Easement" over, across, through, upon and under the Nature Walk Parcel and Creek Preserve Parcel for purposes of (i) exclusively using, controlling, maintaining and protecting Ivy Branch, its vegetation, the water therein and its flow and (ii) construction, installation and maintenance of the Augmentation Pond, Ivy Branch, sewer lines, other utility lines, or other facilities or equipment reasonably required, if any, to serve the Augmentation Pond and Ivy Branch in order to facilitate and provide sanitary sewer service to the Association, the Owners and all other users of the DOWR Sewer System. The Ivy Branch Easement granted hereby is to be used and enjoyed exclusively by DOWR and its successors, assigns, managers, contractors and agents. Developer and the Association expressly negate the right of Developer, the Association, the Owners or the public to use the Ivy Branch Easement or any portion thereof.

(2) Developer and the Association do hereby grant to DOWR, for itself and its successors, assigns, managers, contractors and agents, forever, the permanent, perpetual, exclusive and private "Access Easement" over, across, through, upon and under the Nature Walk Parcel and the Creek Preserve Parcel for purposes of (i) accessing Ivy Branch and the waters therein for the maintenance, operation and use thereof, (ii) pedestrian and vehicular ingress to and egress from Ivy Branch, and (iii) construction, installation and maintenance of the DOWR Sewer System or any portion thereof. The Access Easement granted hereby is to be used and enjoyed only by DOWR

and its successors, assigns, managers, contractors and agents. Developer and the Association expressly negate the right of Developer, the Association, the Owners or the public to use the Access Easement to access the Ivy Branch Easement, or any portion thereof; provided, however, the Access Easement granted hereby is not intended to otherwise deprive Developer, the Association or the Owners of the use and enjoyment of the Nature Walk Parcel and the Creek Preserve Parcel but is intended that only DOWR have the right to access the Ivy Branch Easement within the Association's Property.

(b) LOCATION OF THE EASEMENTS.

(1) The Access Easement granted hereby is a blanket easement which will cross over, upon and through the Nature Walk Parcel and the Creek Preserve Parcel up to any point intersecting Ivy Branch.

(2) The location and layout of the Ivy Branch Easement granted hereby shall follow the watercourse of Ivy Branch wherever it is or wherever it may go and shall extend from the center line of the water within Ivy Branch outward on both sides of such center line up to a line on the banks thereof that is three feet (3') above the ordinary high water mark of the water within Ivy Branch.

(c) MAINTENANCE OF THE EASEMENTS.

(1) With regard to the Access Easement, the Association's Property shall be maintained by the Association for the exclusive benefit of DOWR and its right of access to the Ivy Branch Easement; provided, however, that DOWR shall, at its expense, repair any damage to the Association's Property caused in connection with such maintenance, operation and use of Ivy Branch so that the damaged portions of the Association's Property are restored to substantially the same condition as existed prior to such damage. The Association's maintenance of the Association's Property shall include the banks of Ivy Branch that are above the Ivy Branch Easement.

(2) DOWR and its successors and assigns are responsible for the maintenance, preservation and protection of the Ivy Branch Easement and the water and vegetation situated therein and the payment of the costs therefor. In the event damage to the Ivy Branch Easement occurs which is caused by a person or entity other than DOWR, DOWR reserves the right to exercise any remedies available to it at law or in equity against such other person or entity causing the damage so that the Ivy Branch Easement and the water and vegetation situated therein will be repaired and restored to substantially the same quality and standard as existed prior to such damage.

(d) NATURE OF THE EASEMENTS. The Ivy Branch Easement, the Access Easements (collectively, the "Easements") and the terms, provisions, covenants, conditions and restrictions set forth in this Amendment shall run with the land and bind and burden the Association's Property for the benefit of DOWR and its successors and assigns. The Easements granted hereby and the terms and provisions of this Amendment are (i) for the use and enjoyment of DOWR, and its successors, assigns, employees, managers, contractors and agents, (ii) for the benefit

of DOWR and its successors in title to the DOWR Sewer System and may be terminated or modified only by the written consent of DOWR or its successors in title to the DOWR Sewer System, (iii) appurtenant to and shall be deemed to be covenants, conditions, restrictions, and regulations running with title to the Association's Property and (iv) binding upon the Association as owner of the Association's Property and inure to the benefit of DOWR as owner of the DOWR Sewer System, and their respective successors and assigns. It is expressly understood and agreed that this Amendment does not grant or convey to the Owners or to members of the general public any rights of ownership, entry or use of the Ivy Branch Easement. This Amendment is created solely for the protection of Ivy Branch in its natural condition with its natural flow. Subject to the Ivy Branch Easement, the Association reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the Association's Property for all purposes not inconsistent with this Amendment. DOWR reserves all exclusive rights appertaining to the Ivy Branch Easement, including without limitation the rights to exclude others and exclusively use the Ivy Branch Easement for all purposes not inconsistent with this Amendment.

(e) COVENANTS AND RESTRICTIONS.

(1) On behalf of itself and its successors and assigns, DOWR covenants and agrees as follows:

(i) Except as necessary to carry out any preservation, restoration, maintenance or enhancement activities, DOWR hereby covenants and agrees that the property within the Ivy Branch Easement shall remain in its natural condition and that DOWR shall not alter the vegetation, soils or hydrology of the Ivy Branch Easement by action or actions taken within the boundaries thereof, including filling, excavating, dredging, constructing, clearing and grading; provided, however, (A) minor land clearing, cutting and mowing for aesthetic purposes or to clear the drainage channel is allowed and (B) removal or trimming of vegetation hazardous to person or property or of timber downed or damaged due to natural disaster or Acts of God is allowed.

(ii) The DOWR Sewer System operates under and pursuant to the terms and provisions of the National Pollutant Discharge Elimination System Permit originally issued by the Alabama Department of Environmental Management to DOWR, as permittee, (Permit #AL0071501) on April 15, 1998, as the same has been modified and amended from time to time (the "ADEM Permit"). As aforementioned, the Augmentation Pond and Ivy Branch are integral components for the proper operation of DOWR's Sewer System and for DOWR's compliance with its ADEM Permit. DOWR shall have the exclusive right to the water within Ivy Branch and the Association, the Owners and the general public shall be prohibited from withdrawing water from Ivy Branch. DOWR's covenants and agrees that its maintenance, operation and use of the Ivy Branch Easement shall be in compliance with the ADEM Permit.

(2) On behalf of itself as owner of the Association's Property and the Owners within the Association, the Association hereby covenants and agrees as follows:

(i) The Association shall not allow fences or obstructions to be erected, maintained or permitted on, across or upon the Easements which would obstruct, interfere with, limit or otherwise deny DOWR's pedestrian or vehicular access to Ivy Branch or DOWR's exclusive use and operation of Ivy Branch. The Association shall not allow water within Ivy Branch to be obstructed, diverted or rerouted outside its natural flow or allow water to be pumped or withdrawn from Ivy Branch by any person or entity; provided, however, the restrictions of this paragraph shall not apply to the actions of DOWR as may be reasonably necessary for the operation of the DOWR Sewer System and compliance with its ADEM Permit.

(ii) The Association shall not allow canoes, kayaks, boats of any kind, swimming, fishing or similar activities within the Ivy Branch Easement; provided, however DOWR may utilize watercraft as may be reasonably necessary for the maintenance and operation of Ivy Branch.

(iii) The Association shall not allow garbage, trash or other refuse within the Ivy Branch Easement.

(iv) The Association hereby waives and releases any and all riparian rights it may have with regard to Ivy Branch and hereby assigns and delivers such riparian rights to DOWR.

(v) The Association shall indemnify and hold DOWR, its officers, directors, shareholders and affiliates harmless from and against any liability, loss or damage, arising out of or resulting from the breach of the covenants and restriction set forth herein except to the extent that the liability, loss or damage results from actions or omissions of DOWR and its agents, employees and contractors. The indemnification provided for hereunder shall include the cost of defense of any claims for such liability, including reasonable attorneys' fees and expenses.

2. **Perpetuities.** If any of the covenants, conditions, restrictions or other provisions of the Declaration, as amended, shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States.

3. **Full Force and Effect.** Except as specifically modified and amended herein, all terms, provisions, restrictions and conditions of the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer has caused this Eighth Amendment to The Narrows Residential Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

KOO, LLC, an Alabama limited liability company

By:

Carter S. Kennedy
Carter S. Kennedy
As its Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carter S. Kennedy, whose name as Manager of **KOO, LLC**, an Alabama limited liability company, is signed to the foregoing Amendment, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such Amendment, 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 seal, this 25TH day of October, 2006.

Mary Thornton Taylor
Notary Public

[SEAL]

My commission expires: 5/27/07

CONSENT AND JOINDER BY THE ASSOCIATION AND DOWR

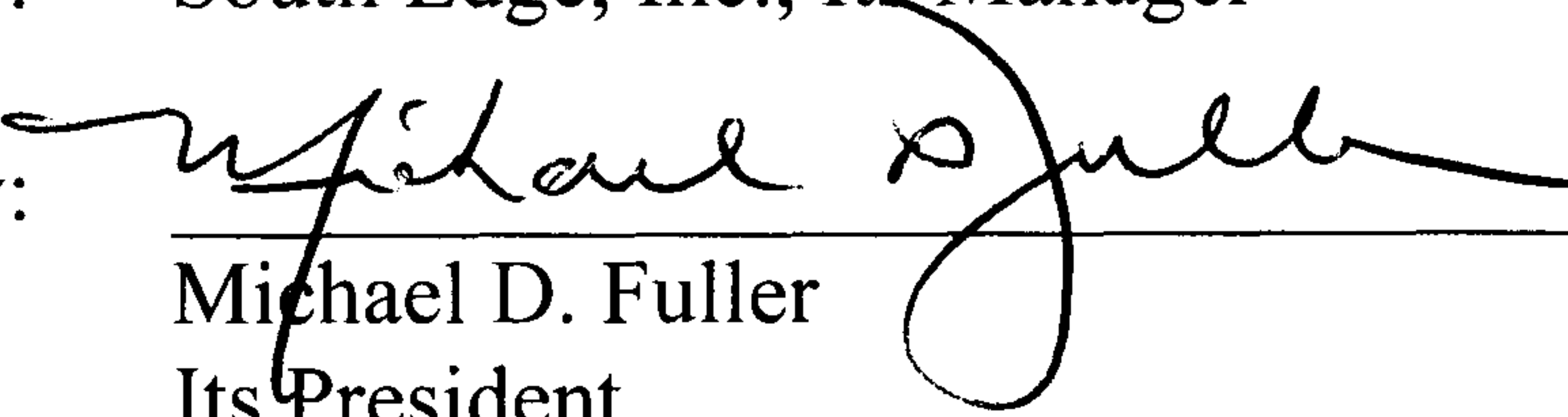
In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and DOWR hereby consent to and join in the execution of this Eighth Amendment to The Narrows Residential Declaration of Covenants, Conditions and Restrictions and agree to be bound by all of the terms and provisions set forth herein.

Dated as of the 25TH day of October, 2006.

THE NARROWS RESIDENTIAL OWNERS' ASSOCIATION, INC., an Alabama non-profit corporation

By: 
William L. Thornton, III
Its President

DOUBLE OAK WATER RECLAMATION, LLC,
an Alabama limited liability company
By: South Edge, Inc., Its Manager

By: 
Michael D. Fuller
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of South Edge, Inc., an Alabama corporation, as Manager of DOUBLE OAK WATER RECLAMATION, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid.

Given under my hand and seal, this 25TH day of October, 2006.

Mary Thornton Taylor
Notary Public

[SEAL]

My commission expires:

5/27/07

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of THE NARROWS RESIDENTIAL OWNERS ASSOCIATION, INC., an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 25TH day of October, 2006.

Mary Thornton Taylor
Notary Public

[SEAL]

My commission expires:

5/27/07

EXHIBIT A TO EIGHTH AMENDMENT


NATURE WALK PARCEL

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the North half of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the centerline of the intersection of NARROWS DRIVE and NARROWS WAY, according to the record map of THE NARROWS COMMERCIAL SUBDIVISION - SECTOR 1, as recorded in Map Book 27, at Page 8 in the office of the Judge of Probate of Shelby County, Alabama; thence run in a Southwesterly direction, along the centerline of said NARROWS DRIVE, on a bearing of S59°09'45"W, a distance of 225.37 feet to a point; thence turn a deflection angle to the left and run in a Southeasterly direction on a bearing of S30°50'15"E, a distance of 30.00 feet to a point on the Southeasterly right-of-way of said NARROWS DRIVE, said point being the POINT OF BEGINNING of the parcel herein described; thence turn an angle to the left, and run in a Northeasterly direction, along said right-of-way, on a bearing of N59°09'45"E, a distance of 175.37 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of 90°00'00" and a radius of 25.00 feet, continuing along right-of-way, in a Northeasterly, to Easterly, to Southeasterly direction, a distance of 39.27 feet to a point; thence continue tangent to last described course, along the right-of-way of NARROWS WAY, on a bearing of S30°50'15"E, a distance of 112.37 feet to a point, said point being the beginning of a curve to the right; thence continue along said curve, having a central angle of 18°18'54" and a radius of 433.53 feet, continuing along said right-of-way, an arc distance of 138.59 feet to a point; thence continue tangent to last described course, along said right-of-way, in a Southeasterly direction on a bearing of S12°31'21"E, a distance of 414.35 feet to a point; thence turn an angle to the right, and leaving said right-of-way, run in a Westerly direction on a bearing of S89°02'36"W, a distance of 90.89 feet to a point; thence turn an angle to the left and run in a Southerly direction, on a bearing of S00°17'28"E, a distance of 54.02 feet to a point, thence turn an angle to the right and run in a Westerly direction on a bearing of S88°28'38"W, a distance of 635.24 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S71°35'05"W, a distance of 356.58 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N08°12'16"W, a distance of 313.13 feet to a point, said point being on the proposed right-of-way of the extension of NARROWS DRIVE, thence turn an angle to the right and run in a Northeasterly direction on a bearing of N81°47'44"E, a distance of 254.51 feet to a point, said point being the beginning of a curve to the left; thence run along the arc of said curve, having a central angle of 39°11'08" and a radius of 280.00 feet, in a Northeasterly direction, an arc distance of 191.49 feet to a point; thence continue tangent to last described course,

in a Northeasterly direction on a bearing of N42°36'36"E, a distance of 265.83 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of 16°33'09" and a radius of 570.00 feet, in a Northeasterly direction, an arc distance of 164.66 feet to the POINT OF BEGINNING, said parcel containing 10.72 Acres, more or less.

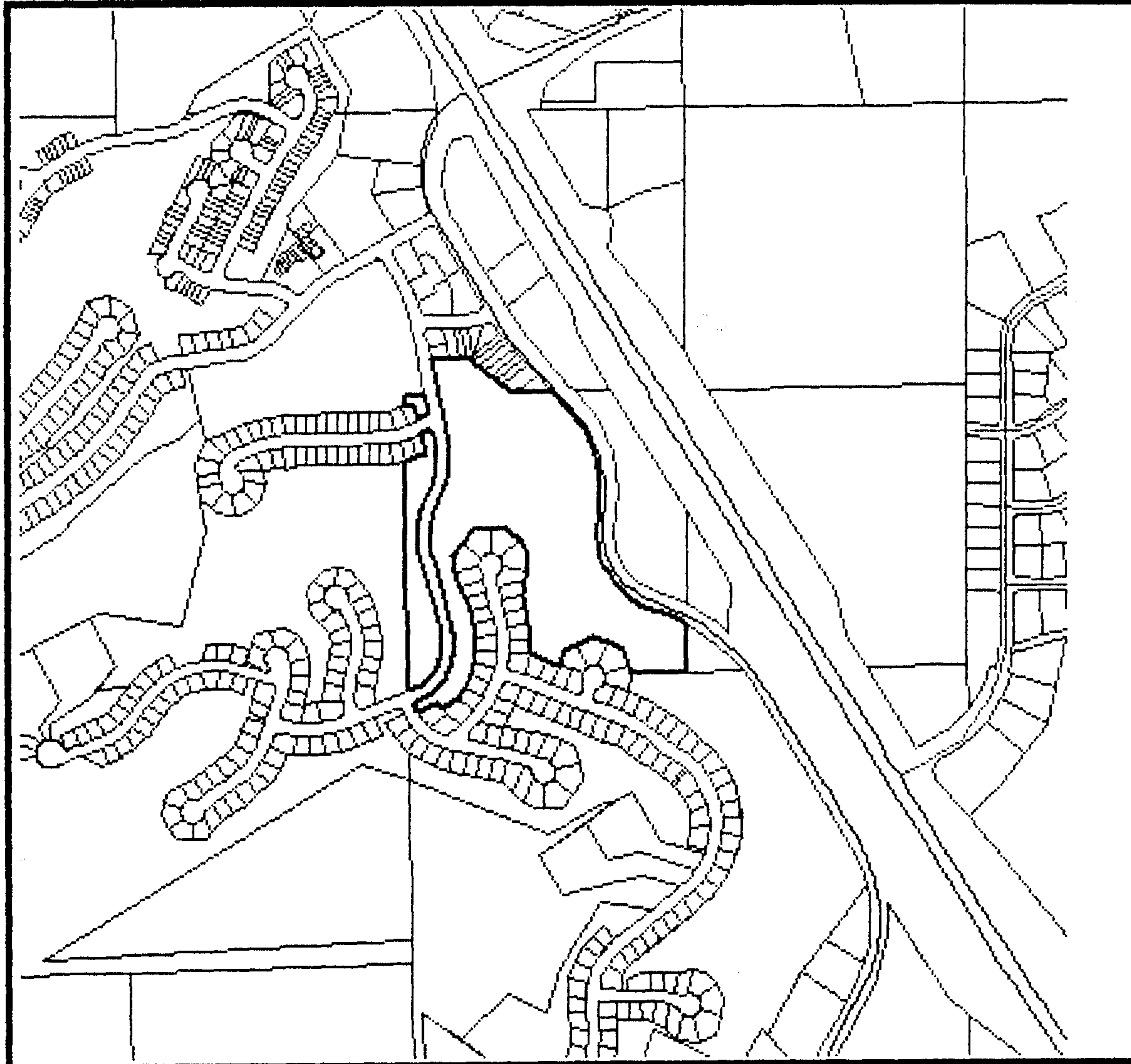

20061031000537350 11/15 \$53.00
Shelby Cnty Judge of Probate, AL
10/31/2006 02:28:51PM FILED/CERT

**EXHIBIT B
TO EIGHTH AMENDMENT
CREEK PRESERVE PARCEL**



20061031000537350 12/15 \$53.00
Shelby Cnty Judge of Probate, AL
10/31/2006 02:28:51PM FILED/CERT

Property Information - 09 4 20 1 002 006.000



Owner Information

Name 1	Name2	Address 1	Address 2	City	State	Zip Code
KOO LLC		3125 INDEPENDENCE DR STE 116		BIRMINGHAM	AL	35209
Subdivision	Primary Lot	Secondary Lot	Block	Section	Township	Range
				20	19S	01W
Map Book	Map Page	Lot Dimension 1	Lot Dimension 2	Number of Acres	Square Feet	
0	0	0	0	24	1045440	

Description

SW1/4 NE1/4; NW1/4 NE1/4; ALL LYING SW OF OLD HWY#280 ALSO: THAT P ART NW1/4 NW1/4 SE1/4 LYING NW OF NARROWS POINT SUB. LESS: NARROWS COMMERCIAL SUB MB27 PG8 LESS: NARROWS POINT MB26 PG81 LESS: RD ROW LESS: NARROWS COM M SUB SECTOR 2 MB27 PG73 LESS: NARROWS REACH MB 27 PG 34

Document Information

Recorded Date	Recorded Number
20001122	20000004051600000
19980515	19980001791000000

EXHIBIT C TO EIGHTH AMENDMENT


AUGMENTATION POND PARCEL

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the SW corner of said SW 1/4 of NW 1/4; thence run in an Easterly direction along the South line of said 1/4-1/4 section on a bearing of N 89°16'06" E, a distance of 30.00 feet to a point, said point being the POINT OF BEGINNING of parcel herein described; thence turn an angle to the left and run in a Northerly direction on a bearing of N 00°16'28" W, a distance of 339.13 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 72°56'54" E, a distance of 650.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 58°45'14" E, a distance of 443.83 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 41°12'26" E, a distance of 96.63 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 48°30'28" E, a distance of 435.59 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 67°52'15" E, a distance of 160.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 43°48'37" E, a distance of 134.85 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 08°12'17" E, a distance of 97.89 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of S 27°36'49" W, a distance of 58.90 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of S 06°57'28" E, a distance of 369.08 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of S 14°07'31" W, a distance of 455.62 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 85°54'49" W, a distance of 323.17 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 66°30'58" W, a distance of 1338.77 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 00°16'28" W, a distance of 188.86 feet the POINT OF BEGINNING. Said parcel containing 21.44 acres, more or less.

**EXHIBIT D
TO EIGHTH AMENDMENT**


20061031000537350 14/15 \$53.00
Shelby Cnty Judge of Probate, AL
10/31/2006 02:28:51PM FILED/CERT

DOWR'S SCENIC PRESERVE PARCEL

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4 of the Northeast 1/4 of said Section 20; thence run in an Easterly direction on a bearing of N 89°32'53" E a distance of 784.92 feet to the POINT OF BEGINNING of the parcel herein described, said point also being on the Easterly right-of-way of Old Hwy. 280; thence continue along said North line in the same direction as last described course on a bearing of N 89°32'53" E a distance of 191.23 feet to a point, said point being on the Westerly right-of-way of new U.S. Hwy. 280; thence turn an angle to the right and run in a Southeasterly direction along said right-of-way on a bearing of S 31°35'26" E a distance of 674.84 feet to a point, said point being on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 20; thence turn an angle to the right and run in a Southerly direction along said East line on a bearing of S 00°17'33" E a distance of 424.39 feet to a point, said point being on the Northeasterly right-of-way of Old Hwy. 280, said point also being on a curve to the left; thence turn an angle to the right and run along said right-of-way and along the arc of said curve, having a radius of 995.10 feet, a central angle of 03°01'21", an arc length of 52.49 feet, and a chord bearing of N 66°28'08" W to a point; thence continue tangent to last described curve in a Northwesterly direction and along said right-of-way on a bearing of N 67°58'48" W a distance of 102.50 feet to a point, said point being on a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 319.26 feet, a central angle of 74°01'00", an arc length of 412.43 feet, and a chord bearing of N 30°58'18" W to a point; thence continue tangent to last described curve and along said right-of-way in a Northeasterly direction on a bearing of N 06°02'12" E a distance of 66.50 feet to a point, said point being the beginning of a curve to the left; thence continue along said right-of-way and along the arc of said curve, having a radius of 614.98 feet, a central angle of 47°22'00", an arc length of 508.41 feet and a chord bearing of N 17°38'48" W; thence continue tangent to last described curve and along said right-of-way in a Northwesterly direction on a bearing of N 41°19'48" W a distance of 95.68 feet to the POINT OF BEGINNING; said parcel containing 5.3433 acres, more or less.

EXHIBIT E TO EIGHTH AMENDMENT

DEPICTION OF IVY BRANCH

