

State of Alabama )

County of Shelby )

### Commercial Ground Lease with Lessee to Construct Improvements

Lease Agreement made on the 23 day of May, 2007, between **ROBERT J. REUSE, ROGER E. REUSE** and **KENNETH W. BETTINI**, referred to herein collectively as *Lessor*, and **C & C REALTY, LLC.**, a limited liability company organized and existing under the laws of the state of Alabama, *it successors and assigns*, referred to herein as *Lessee*.

Whereas, *Lessor* is the sole owner of certain land more particularly described as Parcel A on the Exhibit 1 attached hereto, which it desires to lease to *Lessee*; and

Whereas, *Lessee* is a limited liability company that desires and is empowered to lease said property;  
and

Whereas, the parties desire to enter into a lease agreement to define their respective rights, duties, and liabilities concerning such a lease;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Description of Premises and Purpose

*Lessor* hereby leases to *Lessee*, for the purpose of conducting in and on such premises a lawful business, the erection of buildings, billboards and other signage and for any other purpose that *Lessee* desires on the property more particularly described in **Exhibit 1, Parcel A** which is attached to and made a part of this Lease Agreement. Said property described in **Exhibit A, Parcel 1** is hereafter referred to as *Premises*.

#### 2. Term

The initial term of this Lease Agreement shall be for ninety-nine (99) years, commencing on 23<sup>rd</sup> day of May, 2007, and ending on 22<sup>nd</sup> day of May, 2106. As used in this Lease Agreement, the expression *term of this Lease Agreement* refers to the initial term and to any renewal of this Lease Agreement as provided below.

#### 3. Rent

A. *Lessee* agrees to pay and *Lessor* agrees to accept Fifty Dollars (\$50.00) annually as the rent for the *Premises* commencing upon execution of this Lease Agreement. Such rent shall be paid in annual installments in advance during the *term of this Lease Agreement*.

*[Handwritten signatures]*

*C. Butts*



B. All rent payments shall be made in lawful money of the United States and shall be paid to *Lessor* at 50 Commerce Dr. Pelham, AL 35124, or to such other address as *Lessor* shall notify *Lessee* of in writing at P.O. Box 1864, Alabaster, Alabama 35007.

**4. Warranties of Title and Quiet Possession**

*Lessor* covenants that *Lessor* is seized of the *Premises* in fee simple and has full right to make and enter into this Lease Agreement and that *Lessee* shall have quiet and peaceable possession of the *Premises* during the term of this Lease Agreement.

**5. Delivery of Possession**

If *Lessor*, for any reason whatever, cannot deliver possession of the *Premises* to *Lessee* at the commencement of the term of this Lease Agreement, as specified above, this Lease Agreement shall not be void or voidable, nor shall *Lessor* be liable to *Lessee* for any loss or damage resulting from such nondelivery; but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the term of this Lease Agreement and the time when *Lessor* can deliver possession.

**6. Uses Prohibited**

*Lessee* shall use and may permit the *Premises*, or any part of the *Premises*, to be used, for any lawful purpose.

**7. Waste and Nuisance Prohibited**

During the term of this Lease Agreement, *Lessee* shall comply with all applicable laws affecting the *Premises*, the breach of which might result in any penalty on *Lessor* or forfeiture of *Lessor's* title to the *Premises*.

**8. Encumbrance of Lessee's Leasehold Interest**

A. *Lessee* may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the *Premises* together with all buildings and improvements placed by *Lessee* on the *Premises*, as security for any indebtedness of *Lessee*. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by *Lessee* to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease Agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease Agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve *Lessee* from its liability under this Lease Agreement.

B. If *Lessee* shall encumber its leasehold interest and estate in the *Premises* and if *Lessee* or the holder of the indebtedness secured by the encumbrance shall give notice to *Lessor* of the existence of the encumbrance and the address of the holder, then *Lessor* will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which *Lessor* may, from



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time to time, give to or serve on *Lessee* under and pursuant to the terms and provisions of this Lease Agreement. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on *Lessee*. The holder may, at its option, at any time before the rights of *Lessee* shall be terminated as provided in this Lease Agreement, pay any of the rents due under this Lease Agreement, or pay any taxes and assessments, or do any other act or thing required of *Lessee* by the terms of this Lease Agreement, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease Agreement or to prevent the termination of this Lease Agreement. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of *Lessee* as if done and performed by *Lessee*.

**9. Subletting and Assignment**

*Lessee* may sublet the *Premises* in whole or in part without *Lessor's* consent, but the making of any sublease shall not release *Lessee* from, or otherwise affect in any manner, any of *Lessee's* obligations under this Lease Agreement.

**10. Notice**

A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

1. To Lessor: 50 Commerce Dr Pelham, AL 3524
2. To Lessee: P.O. Box 1864, Alabaster, Alabama 35007

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

**11. Taxes and Assessments**

**A. Taxes as additional rental.**

As additional rental under this Lease Agreement, *Lessee* shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the demised premises, or any part of the *Premises*, the leasehold of *Lessee* in and under this Lease Agreement, the premises described in this Lease Agreement, any building or buildings, or any other improvements now or later on the *Premises*, or on or against *Lessee's* estate created by this Lease Agreement that may be a subject of taxation, or on or against *Lessor* by reason of its ownership of the fee underlying this Lease Agreement, during the entire term of this Lease Agreement, excepting only those taxes specifically excepted below.

**B. Assessments affecting improvements.**

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Specifically and without in any way limiting the generality of the provisions of **Paragraph A** of this Section, *Lessee* shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, *Lessee* may elect either mode of payment and its election shall be binding on *Lessor*. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this Lease Agreement or any extended term of this Lease Agreement, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by *Lessor*. All of the taxes and charges under this **Section 11** shall be prorated at the commencement and expiration of the term of this Lease Agreement.

**C. Taxes excepted.**

In spite of anything in this section to the contrary, *Lessee* shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes that may be payable by *Lessor* or *Lessor's* legal representative, successors, or assigns, nor shall *Lessee* be required to pay any tax that might become due on account of ownership of property other than that leased in this Lease Agreement which may become a lien on or collectable out of the property leased under this Lease Agreement.

**D. Contesting taxes.**

If *Lessee* shall, in good faith, desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by *Lessee*, *Lessee* shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which *Lessee* is so contesting, until final determination of the contest, on giving to *Lessor* written notice prior to the commencement of any such contest, which shall be at least 30 days prior to delinquency, and on protecting *Lessor* on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.

**E. Disposition of rebates.**

All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by *Lessee* under the provisions of this Lease Agreement shall belong to *Lessee*, and *Lessor* will, on the request of *Lessee*, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to *Lessee* any rebates that may be received by *Lessor*.

**F. Receipts.**

*Lessee* shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this Lease Agreement to be paid by *Lessee*, promptly on payment of any such taxes, assessments, and other items.



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**12. Alterations, improvements, and changes permitted.**

*Lessee* shall have the right to make such alterations, improvements, and changes to any land, signage or building that may, from time to time, be on the *Premises* as *Lessee* may deem necessary.

**13. Repairs and Destruction of Improvements**

**A. Maintenance of improvements.**

*Lessee* shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to *Lessor*, keep and maintain the *Premises*, including all buildings and improvements of every kind that may be a part of the *Premises*.

**B. No obligation by lessor to make improvements.**

*Lessor* shall not be obligated to make any repairs, replacements, or renewals, of any kind, nature, or description, to the *Premises* or any buildings or improvements on the *Premises*.

**C. Lessee's compliance with laws.**

*Lessee* shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the *Premises*, the improvements on or any activity or condition on or in the *Premises*.

**14. Utilities**

*Lessee* shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the *Premises* and all activities conducted on the *Premises*, and *Lessor* shall have no responsibility of any kind for any such utilities.

**15. Liens**

**A. Lessee's duty to keep premises free of liens.**

*Lessee* shall keep all and every part of the *Premises* and all buildings and other improvements at any time located on the *Premises* free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of *Lessee*, any alteration, improvement, or repairs or additions that *Lessee* may make or permit or cause to be made, or any work or construction, by, for, or permitted by *Lessee* on or about the *Premises*, or any obligations of any kind incurred by *Lessee*, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify *Lessor* and all of the premises and all buildings and improvements on the *Premises* from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the *Premises*.

**16. Indemnification of Lessor**

*Lessor* shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by *Lessee* or by any person who may at any time be using or occupying or visiting the *Premises* or be in, on, or about the *Premises*, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act,



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omission, or negligence of *Lessee* or of any occupant, subtenant, visitor, or user of any portion of the *Premises*, or shall result from or be caused by any other matter or thing whether of the same kind as, or of a different kind than, the matters or things above set forth. *Lessee* shall indemnify *Lessor* against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. *Lessee* waives all claims against *Lessor* for damages to the building and improvements that are now on or later placed or built on the *Premises* and to the property of *Lessee* in, on, or about the *Premises*, and for injuries to persons or property in or about the *Premises*, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of *Lessor*, its agents, or employees.

**17. Attorney's Fees**

If any action at law or in equity shall be brought to recover any rent under this Lease Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement, or for the recovery of the possession of the *Premises*, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

**20. Option to Renew**

*Lessor* grants to *Lessee*, subject to the conditions set forth below, the right and option to renew this Lease Agreement for a period of fifty years, beginning on May 22, 2106, and expiring on May 22, 2156, at a rental determined as provided above, and otherwise subject to and on all of the terms and conditions contained in this Lease Agreement. This option must be exercised by the giving to *Lessor*, on or before sixty days of expiration, a written notice of the exercise of the option by *Lessee*, but *Lessee* shall, in no event, be entitled to renew the term of this Lease Agreement, even though the notice be timely given, unless *Lessee* shall have timely performed all of its obligations under this *Lease Agreement*, and shall not be in default in the performance of any such obligations, on the date of the expiration of the initial term of this Lease Agreement.

**21. Remedies Cumulative**

All remedies conferred on *Lessor* in this Lease Agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

**22. Insurance**

**A. Insurance coverage of Premises.**

*Lessee* shall, at all times during the term of this Lease Agreement and at *Lessee's* sole expense, keep all improvements that are now or later a part of the *Premises* insured against loss or damage by fire.

**B. Personal injury liability insurance.**

*Lessee* shall maintain in effect throughout the term of this Lease Agreement personal injury liability insurance covering the *Premises*.

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**23. Prohibition of Involuntary Assignment; Effect of Involuntary Assignment; Effect of Bankruptcy or Insolvency**

**A. Prohibition of involuntary assignment.**

Neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the *Premises* or in the building or improvements on the *Premises* shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

**24. Default**

In the event of any breach of this Lease Agreement by *Lessee*, *Lessor*, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the *Premises*. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of *Lessee*. Should *Lessor* elect to reenter, as provided in this *Lease Agreement*, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, *Lessor* may either terminate this *Lease Agreement* or it may from time to time, without terminating this Lease Agreement, relet the *Premises* or any part of the *Premises* for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and on such other terms and conditions as *Lessor* in the sole discretion of *Lessor* may deem advisable with the right to make alterations and repairs to the *Premises*. On each reletting: (a) *Lessee* shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this Lease Agreement, the expenses of reletting and of making such alterations and repairs, incurred by *Lessor*, and the amount, if any, by which the rent reserved in this Lease Agreement for the period of reletting (up to but not beyond the term of this Lease Agreement) exceeds the amount agreed to be paid as rent for the *Premises* for the period on reletting; or (b) at the option of *Lessor*, rents received by the *Lessor* from reletting shall be applied, first, to the payment of any indebtedness, other than rent due under this *Lease Agreement* from *Lessee* to *Lessor*; second, to the payment of any expenses of reletting and of making alterations and repairs; third, to the payment of rent due and unpaid under this Lease Agreement, and the residue, if any, shall be held by *Lessor* and applied in payment of future rent as it may become due and payable under this Lease Agreement. If *Lessee* has been credited with any rent to be received by reletting under option (a), above, and the rent was not promptly paid to *Lessor* by the new tenant, or if the rentals received from the reletting under option (b), above, during any month is less than that to be paid during that month by *Lessee* under this Lease Agreement, *Lessee* shall pay any deficiency to *Lessor*. The deficiency shall be calculated and paid monthly. No reentry or taking possession of the *Premises* by *Lessor* shall be construed as an election on the part of *Lessor* to terminate this Lease Agreement unless a written notice of such intention is given to *Lessee* or unless the termination of this Lease Agreement is decreed by a court of competent jurisdiction. In spite of any reletting without termination, *Lessor* may, at any subsequent time, elect to terminate this Lease Agreement for such previous breach. Should *Lessor* at any time terminate this Lease Agreement for any breach, in addition to any other remedy it may have, *Lessor* may recover from *Lessee* all damages incurred by reason of the breach, including the cost of recovering the *Premises*, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease Agreement for the remainder of the stated term over the

*[Handwritten signatures and initials]*



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then reasonable rental value of the *Premises* for the remainder of the stated term, all of which amounts shall be immediately due and payable from *Lessee* to *Lessor*.

**25. Effect of Eminent Domain**

**A. Effect of total condemnation.**

If the entire *Premises* shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of the taking, and *Lessee* shall then be released from any liability subsequently accruing under this Lease Agreement.

**B. Effect of partial condemnation.**

If a portion of the *Premises* shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by *Lessee*, or if the remainder of the property is not one undivided parcel of property, *Lessee* shall have the right to terminate this Lease Agreement as of the date of the taking on giving to *Lessor* written notice of termination within sixty days after *Lessor* has notified *Lessee* in writing that the property has been so appropriated or taken.

C. If there is a partial taking and *Lessee* does not so terminate this Lease Agreement, then this Lease Agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by *Lessee* during the remainder of the term, subject to adjustment as provided in the rental adjustment provisions of **Section 3** of this Lease Agreement, shall be determined in the manner provided for in the rental adjustment provisions. Any such determination shall not affect or change the times at which *Lessor* may require an adjustment in rent under those provisions; provided, however, that the words "which in no event shall be less than the rental then being paid by lessee" appearing in the rental adjustment provisions shall not apply with respect to such determination, but shall apply with respect to any subsequent adjustment under the rental adjustment provisions.


**D. Condemnation award.**

In the event of the termination of this Lease Agreement by reason of the total or partial taking of the *Premises* by eminent domain, then in any such condemnation proceedings, *Lessor* and *Lessee* shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

E. In the event of a partial taking of the *Premises* and this Lease Agreement is not terminated, then *Lessee* shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the *Premises* by *Lessee* and located on the *Premises* at the time of the taking or appropriation.

**26. Disposition of Improvements on Termination of Lease**

On termination of this Lease Agreement for any cause, *Lessor* shall become the owner of any building or improvements on the *Premises*. If the building extends onto other property



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owned by the then *Lessee* under this Lease Agreement, the *Lessee* shall convey to *Lessor*, on termination, an undivided interest as tenant in common in all of the property covered by the building which bears the same proportion to the whole as the area of the *Premises* bears to the total area covered by the building. *Lessor* shall convey to *Lessee* an undivided interest as tenant in common in the *Premises* that bears the same relation to the whole of the *Premises* as the area covered by the building not included in the *Premises* bears to the whole area covered by the building.

**27. Governing Law**

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

**28. Entire Agreement**

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent incorporated in this agreement.


**29. Modification of Agreement**

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**30. Additional Documents**

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

WITNESS our signatures as of the day and date first above stated.

Handwritten signatures of the parties, including a signature that appears to be "K.B." and another that appears to be "R.A.".

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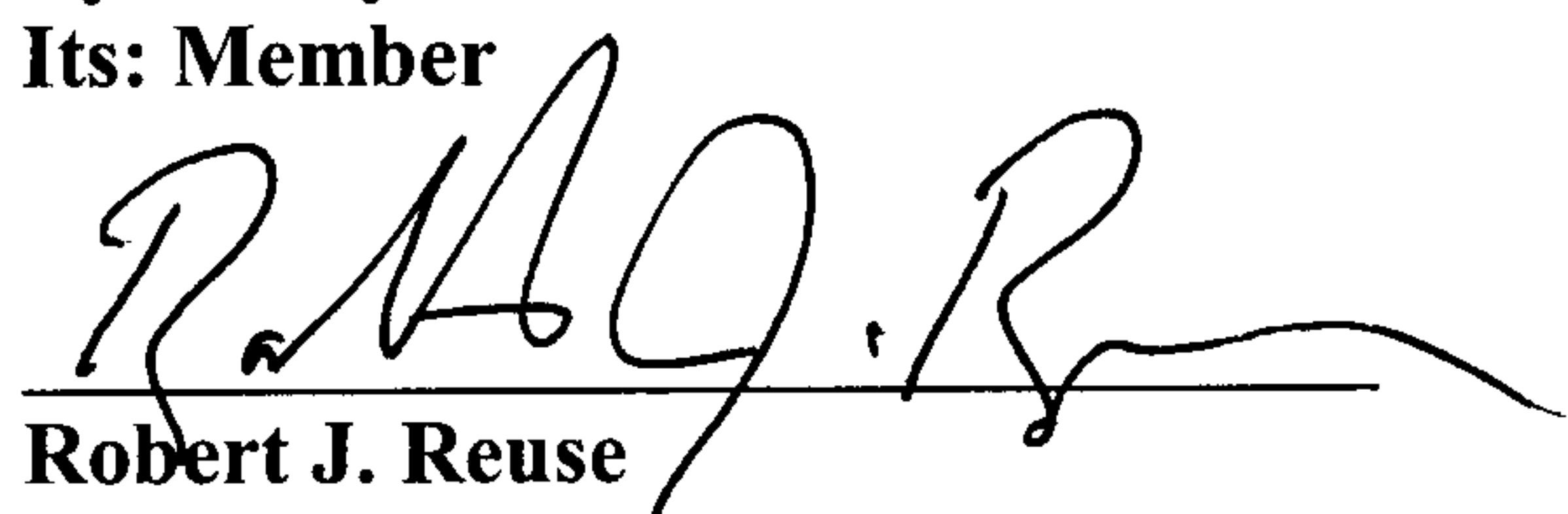




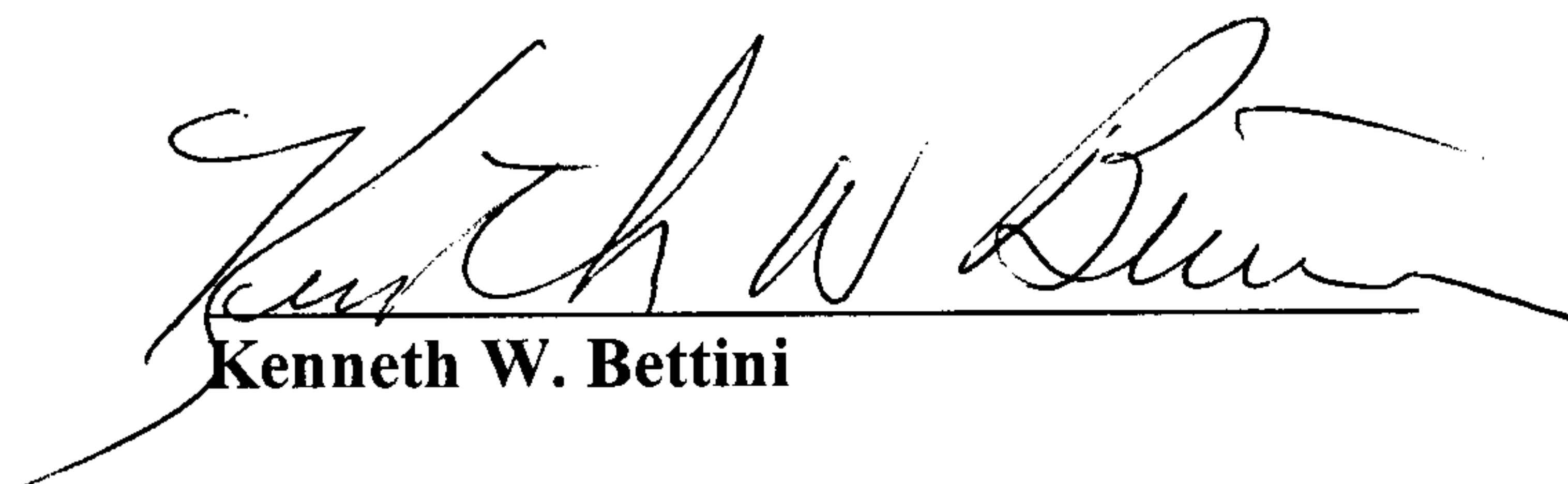
C & C Realty, LLC

By: Larry Pearce

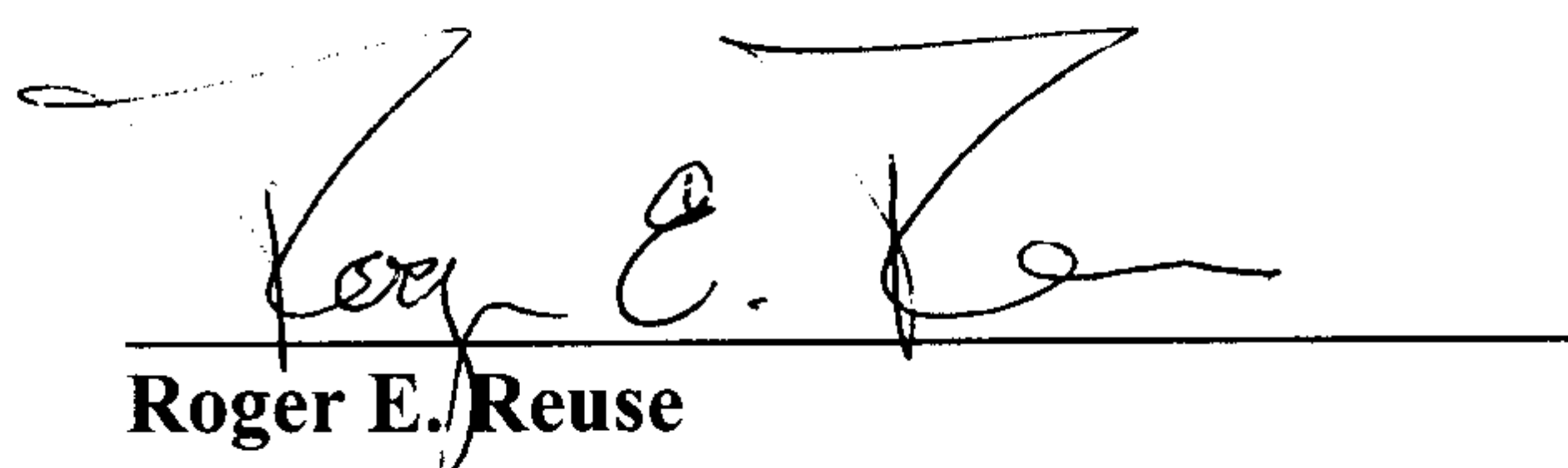
Its: Member



Robert J. Reuse



Kenneth W. Bettini



Roger E. Reuse

**STATE OF ALABAMA  
COUNTY OF SHELBY**

I, B. Christopher Battles, a Notary Public in and for said County, in said State, hereby certify that Larry Pearce, whose name as Member of C & C Realty, LLC, a limited liability company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal, this 23<sup>rd</sup> day of May, 2007.

B. CHRISTOPHER BATTLES  
Notary Public - Alabama, State At Large  
My Commission Expires 2 / 25 / 2009

  
\_\_\_\_\_  
**Notary Public**

My Commission Expires: 02-25-09

**STATE OF ALABAMA  
COUNTY OF SHELBY**

I, B. Christopher Battles, a Notary Public in and for said County, in said State, hereby certify that Kenneth W. Bettini and Robert J. Reuse and Roger E. Reuse, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of May, 2007.


B. CHRISTOPHER BATTLES  
Notary Public - Alabama, State At Large  
My Commission Expires 2 / 25 / 2009

  
\_\_\_\_\_  
**Notary Public**

My Commission Expires:02-25-09

Shelby County, AL 05/25/2007  
State of Alabama

Deed Tax:\$1.00

  
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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Access Easement

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to an iron found; thence N 69°03'40" E a distance of 34.02 feet to a point, which is the point of BEGINNING; thence N 69°03'40" E a distance of 32.42 feet to an iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point; thence N 39°19'48" W a distance of 39.60 feet to a point; thence S 88°34'28" E a distance of 257.47 feet to a point; thence N 1°20'38" E a distance of 456.30 feet; to the point and place of BEGINNING.

Containing 0.51 acres, more or less;

#### Parcel A

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to a iron found; thence N 69°03'40" E a distance of 34.02 feet to a point; thence N 69°03'40" E a distance of 32.42 feet to iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point, which is the point of BEGINNING; thence N 88°34'28" W a distance of 79.21 feet to a point; thence N 39°19'48" W a distance of 461.43 feet to a 4x4 concrete monument; thence N 2°44'30" W a distance of 179.73 feet to a 4x4 concrete monument; thence N 37°47'03" W a distance of 187.11 feet to a point; thence N 89°36'05" E a distance of 75.51 feet to a point; thence S 37°47'3" E a distance of 160.20 feet to a point; thence S 2°44'30" E a distance of 109.48 feet to a point; thence N 81°29'40" E a distance of 42.18 feet to a point; thence S 5°40'01" E a distance of 29.13 feet to a point; thence S 81°25'33" W a distance of 43.68 feet to a point; thence S 2°44'30" E a distance of 40.06 feet to a point; thence S 39°19'48" E a distance of 493.30 feet; to the point and place of BEGINNING.

Containing 1.17 acres, more or less;



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*Handwritten signature/initials*