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**ASSIGNMENT OF RENTS AND LEASES**

**Between**

**NATIONAL BANK OF COMMERCE**

**and**

**PINE MOUNTAIN PRESERVE, LLLP**

**JUNE 23, 2011**

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Lee L. Sheppard  
Maynard, Cooper & Gale, P.C.  
2400 AmSouth/Harbert Plaza  
1901 Sixth Avenue North  
Birmingham, Alabama 35203-4604

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EXHIBIT A - Land Description

EXHIBIT B - Existing Leases

EXHIBIT C – Permitted Encumbrances

SCHEDULE I to Financing Statement

**NOTE TO PROBATE JUDGE:** This Agreement is being recorded as additional security for the Obligations described in a Mortgage of even date herewith between the Borrower and the Lender, which Mortgage is being filed for record concurrently with the recording of this Agreement.

### **ABSOLUTE ASSIGNMENT OF RENTS AND LEASES**

**THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES** (this "Agreement") dated June 23, 2011 is between **PINE MOUNTAIN PRESERVE, LLLP**, a Delaware limited liability limited partnership (herein jointly and severally called the "Borrower," whether one or more), as assignor, and **NATIONAL BANK OF COMMERCE**, a national banking association (the "Lender"), as assignee.

### **Recitals**

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower under the Credit Documents. To induce the Lender to extend such Credit, the Borrower has (a) executed and delivered to the Lender a mortgage of even date herewith (the "Mortgage") covering the land described in Exhibit A (the "Land"), which Mortgage is being recorded in the office of the Judge of Probate of the county in which the Land is situated concurrently with the recording of this Agreement, and (b) agreed to execute this Agreement.

### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

## ARTICLE 1

### **RULES OF CONSTRUCTION AND DEFINITIONS**

**SECTION 1.1** **Rules of Construction.** This Agreement is subject to the rules of construction set forth in the Mortgage.

**SECTION 1.2** **Definitions.** As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in the Mortgage and the following terms are defined as follows:

- (a) Events of Default is defined in Section 4.1. An Event of Default shall “exist” if the same has occurred and is continuing.
- (b) Existing Leases is defined in Section 2.1(a).
- (c) Improvements is defined in Section 2.1(a).
- (d) Leases is defined in Section 2.1(a).
- (e) Permitted Encumbrances means any Liens and other matters affecting title to the Property that are described in Exhibit C.
- (f) Property is defined in Section 2.1.
- (g) Real Property is defined in Section 2.1(a).
- (h) Rents is defined in Section 2.1(c).

## ARTICLE 2

### **GRANTING CLAUSES**

**SECTION 2.1** **Assignment.** The Borrower does hereby sell, assign, transfer and set over to the Lender, its successors and assigns, and does hereby grant to the Lender, its successors and assigns the following (collectively, the “Property”):

- (a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Land or any improvements, buildings, structures and fixtures now or hereafter located thereon (the “Improvements”) (the Land and the Improvements being hereinafter sometimes together called the “Real Property”) with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the “Existing Leases”), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or

hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements, all such moneys, rights and claims described in this Section 2.1(c) being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default exists, the Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents, but except as permitted in Section 3.2(d), no Rents shall be collected in advance of the due date thereof; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Borrower hereby appoints the Lender as the Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment after the occurrence of an Event of Default.

SUBJECT, HOWEVER, to the encumbrances, if any, described on Exhibit C hereto ("Permitted Encumbrances").

### ARTICLE 3

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1      Representations and Warranties.** The Borrower represents and warrants to the Lender that, except for Permitted Encumbrances:

- (a) The Borrower has good title to the Rents and Leases and good right to assign the same, and no other person has any right, title or interest therein.
- (b) The Borrower has duly and punctually observed and performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Borrower's part to be observed and performed.
- (c) The Borrower has not previously sold, assigned, transferred or granted any Lien on the Leases or the Rents, whether now due or hereafter to become due.
- (d) No Rents due for any period subsequent to the month next succeeding the date of this Agreement have been collected, and no payment of any of the Rents has been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.
- (e) The Borrower has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents.
- (f) To the best of the Borrower's knowledge, the lessees under the Existing Leases are not in default under any of the terms thereof.

**SECTION 3.2      Covenants of Borrower.** The Borrower covenants and agrees that the Borrower shall:

- (a) observe and perform all of the Borrower's obligations under the Leases and give prompt notice to the Lender if the Borrower fails to do so;
- (b) enforce or secure in the name of the Lender the performance of each obligation to be performed by any lessee under the Leases;
- (c) appear in and defend any proceeding arising under, or in any manner connected with the Leases or the obligations of the Borrower and any lessee thereunder, and upon request by the Lender, do so in the name and on behalf of the Lender but at the expense of the Borrower, and pay all costs and expenses of the Lender, including reasonable attorneys' fees, in any proceeding in which the Lender may appear;
- (d) not receive or collect any Rents from any lessee of any of the Real Property for a period of more than one month in advance, or sell, assign, transfer or grant any Lien on future payments of the Rents;

(e) not waive, excuse, discount, set off, compromise, or in any manner release or discharge any lessee of any of the Real Property from any of the lessee's obligations under any Lease, including the obligation to pay rent as specified in any Lease;

(f) not enter into any Leases except on a form approved by the Lender, nor cancel, terminate or consent to the surrender of any Lease, or modify the provisions thereof without the prior written consent of the Lender;

(g) not renew or otherwise extend the term of any of the Existing Leases; provided, however, that the Borrower may, upon the expiration of the term of any of the Existing Leases, lease the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the Lien of the Mortgage and to this Agreement;

(h) promptly upon the execution by the Borrower of any future Lease, (1) furnish the Lender with the name and address of the lessee thereunder, the term of such Lease and a description of the premises covered thereby and, upon request of the Lender, a copy of such Lease, and (2) execute all such further assignments of such Lease and the Rents therefrom as the Lender may require;

(i) not, without the prior written approval of the Lender, execute any management or leasing agreements affecting any of the Real Property; and

(j) if required by the Lender, cause each Lease to provide, in a manner approved by the Lender, that the Lease is junior and subordinate to the Lien of the Mortgage and to this Agreement and that the Lessee will recognize as lessor, Lender or any person succeeding to the interest of the Borrower, upon the foreclosure of the Mortgage or any exercise by the Lender of its rights, powers and remedies under this Agreement or the Mortgage with respect to the Lease.

## ARTICLE 4

### **DEFAULT AND REMEDIES**

**SECTION 4.1** **Events of Default.** The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Agreement (whatever the reason for such event and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any Governmental Requirement):

(a) any representation or warranty made in this Agreement or in any of the other Credit Documents shall prove to be false or misleading in any material respect as of the time made; or

(b) any report, certificate, financial statement or other instrument furnished in connection with the Credit, this Agreement or any of the other Credit Documents, shall prove to be false or misleading in any material respect as of the time furnished; or

(c) default shall be made in the payment when due of any of the Obligations; or

(d) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Borrower to be observed or performed pursuant to the terms of this Agreement (other than any covenant, condition or agreement, default in the observance or performance of which is elsewhere in this Section 4.1 specifically dealt with) and such default shall continue unremedied until the first to occur of (1) the date that is thirty (30) days after written notice by the Lender to the Borrower; or (2) the date that is thirty (30) days after the Borrower first obtains knowledge thereof; or

(e) any default or event of default, as therein defined, shall occur under any of the other Credit Documents (after giving effect to any applicable notice, grace or cure period specified therein).

#### **SECTION 4.2                      Rights and Remedies of Lender Upon Default.**

(a) **Acceleration of Obligations.** If an Event of Default exists that does not already result in the automatic acceleration of the Obligations under another Credit Document, the Lender shall have the right without further notice to the Borrower (except any such notice as may be specifically required under the other Credit Documents) to declare all of the Obligations immediately due and payable.

(b) **Operation of Real Property.** If an Event of Default exists, in addition to all other rights herein conferred on the Lender, the Lender (or any person designated by the Lender) may, but shall not be obligated to, enter upon and take possession of any or all of the Real Property, exclude the Borrower therefrom, and hold, use, administer, manage and operate the same to the extent that the Borrower could do so, without any liability to the Borrower resulting therefrom; and the Lender may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Borrower with respect to the Real Property.

(c) **Right to Receiver.** If an Event of Default exists, the Lender shall be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to the Borrower or any other party, of a receiver of the rents, issues and profits of the Real Property, with power to lease and control the Real Property and with such other powers as may be deemed necessary.

(d) **Rents and Leases.** If an Event of Default exists, the Lender at its option, shall have the right, power and authority without the need to take possession of the Real Property or to obtain the appointment of a receiver, to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(1) to terminate the license granted to the Borrower in Section 2.1(c) to collect the Rents, to notify the tenants under the Leases or any other parties in possession of any of the Real Property to pay all Rents directly to the Lender and, without taking possession, in the Lender's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor;

(2) with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Real Property or any part thereof for the account of the Borrower, to make, modify, enforce, cancel or accept surrender of any Lease, to remove and evict any lessee or sublessee, to increase or reduce rents, to decorate, clean and make repairs, and otherwise to do any act or incur any cost or expenses the Lender shall deem proper to protect the security hereof, as fully and to the same extent as the Borrower could if in possession; and

(3) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation of the Borrower under this Agreement.

The Borrower hereby releases any claims against any tenants under the Leases or any other parties in possession of any of the Real Property for any Rents or other sums paid to the Lender in accordance with this Agreement. The collection of the Rents and application thereof as aforesaid or the entry upon and taking possession of the Real Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this Agreement, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Lender, once exercised, shall continue for so long as the Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default.

(e) **Order of Application of Proceeds.** All payments received by the Lender as proceeds of any of the Real Property, as well as any and all amounts realized by the Lender in connection with the enforcement of any right or remedy under this Agreement, shall be applied by the Lender as set forth in the Mortgage.

(f) **Waiver of Certain Laws.** The Borrower waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (1) any appraisal before disposition of any portion of the Property (commonly known as appraisal laws), or (2) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any disposition made in collecting the Obligations (commonly known as stay laws and redemption laws). The Borrower also waives any and all rights the Borrower may have to a hearing before any Governmental Authority prior to the exercise by the Lender of any of its rights or remedies under the Credit Documents and applicable law.

**SECTION 4.3** **Default Rate.** If an Event of Default exists, the Obligations shall bear interest at the Default Rate, until the earlier of (a) such time as all of the Obligations are paid in full or (b) no such Event of Default exists.

**SECTION 4.4      Remedies Cumulative.** The rights, powers and remedies of the Lender under this Agreement are cumulative and not exclusive of any other rights, powers or remedies now or hereafter existing at law or in equity.

## **ARTICLE 5**

### **MISCELLANEOUS**

#### **SECTION 5.1      Notices**

(a) Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement shall be given in the manner, and shall be effective at the time, provided in Section 6.1 of the Mortgage.

(b) Five Business Days' written notice to the Borrower as provided above shall constitute reasonable notification to the Borrower when notification is required by law; provided, however, that nothing contained in the foregoing shall be construed as requiring five Business Days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

**SECTION 5.2      Expenses.** The Borrower shall promptly on demand pay all costs and expenses, including the fees and disbursements of counsel to the Lender, incurred by the Lender in connection with (a) the negotiation, preparation and review of this Agreement (whether or not the transactions contemplated by this Agreement shall be consummated), (b) the enforcement of this Agreement, (c) the custody and preservation of the Property, (d) the protection or perfection of the Lender's rights and interests under this Agreement in the Property, (e) the filing or recording of this Agreement or any related financing, continuation or termination statements, or similar documents (including any stamp, documentary, mortgage, recording and similar taxes and fees), (f) the exercise by or on behalf of the Lender of any of its rights, powers or remedies under this Agreement and (g) the prosecution or defense of any action or proceeding by or against the Lender, the Borrower, any other Obligor, or any one or more of them, concerning any matter related to this Agreement, the Real Property, any of the Property, or any of the Obligations. All such amounts shall bear interest beginning fifteen (15) days from the date demand is made at the Default Rate and shall be included in the Obligations. The Borrower's obligations under this Section 5.2 shall survive the payment in full of the Obligations and the termination of this Agreement.

**SECTION 5.3      Heirs, Successors and Assigns.** Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party, except that the Borrower may not assign or transfer this Agreement without the prior written consent of the Lender; and all covenants and agreements of the Borrower contained in this Agreement shall bind the Borrower's heirs, successors and assigns and shall inure to the benefit of the successors and assigns of the Lender.

**SECTION 5.4      Joint and Several Liability.** If the Borrower is comprised of more than one person, all of the Borrower's representations, warranties, covenants and agreements under this Agreement shall be joint and several and shall be binding on and enforceable against either, any or all of such persons comprising the Borrower. If any one or more of the persons comprising the Borrower is in default, the Lender may exercise its remedies on default against any or all of the persons comprising the Borrower.

**SECTION 5.5      Independent Obligations.** The Borrower agrees that each of the obligations of the Borrower to the Lender under this Agreement may be enforced against the Borrower without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

**SECTION 5.6      Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law and except to the extent that the validity and perfection of the assignment of the Property hereunder are governed by the laws of any jurisdiction other than the State of Alabama.

**SECTION 5.7      Date of Agreement.** The date of this Agreement is intended as a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on that date.

**SECTION 5.8      Separability Clause.** If any provision of the Credit Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**SECTION 5.9      Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

**SECTION 5.10      Waiver and Election.** The exercise by the Lender of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Lender in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Credit Documents, nor consent to any departure by the Borrower therefrom, shall be effective unless in writing and signed by an authorized officer of the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

**SECTION 5.11      No Obligations of Lender; Indemnification.** The Lender does not by virtue of this Agreement or any of the transactions contemplated by the Credit Documents assume any duties, liabilities or obligations with respect to any of the Real Property or the Property unless expressly assumed by the Lender under a separate agreement in writing, and this Agreement shall not be deemed to confer on the Lender any duties or obligations that would make the Lender directly or derivatively liable for any person's negligent, reckless or willful conduct. The Borrower agrees to indemnify and hold the Lender harmless against and with respect to any damage, claim, action, loss, cost, expense, liability, penalty or interest (including attorney's fees) and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims and judgments directly or indirectly resulting from, occurring in connection with, or arising out of: (a) any inaccurate representation made by the Borrower or any Obligor in this Agreement or any other Credit Document; (b) any breach of any of the warranties or obligations of the Borrower or any Obligor under this Agreement or any other Credit Document; and (c) the Real Property, or the assignment to the Lender of the Property. The provisions of this Section 5.11 shall survive the payment of the Obligations in full and the termination, satisfaction and release (in whole or in part) of this Agreement.

**SECTION 5.12      Advances by the Lender.** If the Borrower shall fail to comply with any of the provisions of this Agreement, the Lender may (but shall not be required to) make advances to perform the same, and where necessary enter the Real Property for the purpose of performing the Borrower's obligations under any such provision. The Borrower agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the Default Rate, and all sums so advanced with interest shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by the Lender of any Event of Default resulting from the Borrower's failure to pay such amounts.

**SECTION 5.13      Rights and Obligations Absolute.** All rights of the Lender hereunder and all obligations of the Borrower hereunder shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Credit Documents, (b) any change in the time, manner or place of payment of, or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Credit Documents as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

**SECTION 5.14      Absolute Assignment.** The assignment of the Property by the Borrower to the Lender under this Agreement is intended to be an absolute assignment and not merely a conditional assignment or security interest. The Property is intended to be, and hereby is, assigned absolutely by the Borrower to the Lender, subject only to the license granted to the Borrower under Section 2.1(c), which license is terminable at the option of the Lender upon the occurrence of an Event of Default.

**SECTION 5.15      Re-Assignment of Leases and Rents.** When the Obligations are paid in full and such payment is evidenced by a recorded written instrument of satisfaction of the Mortgage, the Lender shall, upon written request by the Borrower, transfer, assign and set over to the Borrower all of the Lender's right, title and interest in, to and under the Property.

**SECTION 5.16**      **Waiver of Jury Trial.**    This Agreement incorporates by reference requirements for waiver of jury trial set forth in the Credit Agreement.



20110628000187430 13/31 \$102.00  
Shelby Cnty Judge of Probate, AL  
06/28/2011 09:02:54 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Borrower has caused this Agreement to be executed by its duly authorized representative on the date of the acknowledgment of the Borrower's signature below.

**PINE MOUNTAIN PRESERVE, LLLP**

By: Eddleman Properties, LLC  
Its: General Partner

By: *Douglas D. Eddleman*  
Name: DOUGLAS D. EDDLEMAN  
Title: MANAGER

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Properties, LLC, an Alabama limited liability company, the general partner of Pine Mountain Preserve, LLLP, a Delaware limited liability limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as general partner of the limited liability limited partnership.

Given under my hand and official seal this the 23rd day of June, 2011.

*Edm C. Prescott*  
Notary Public

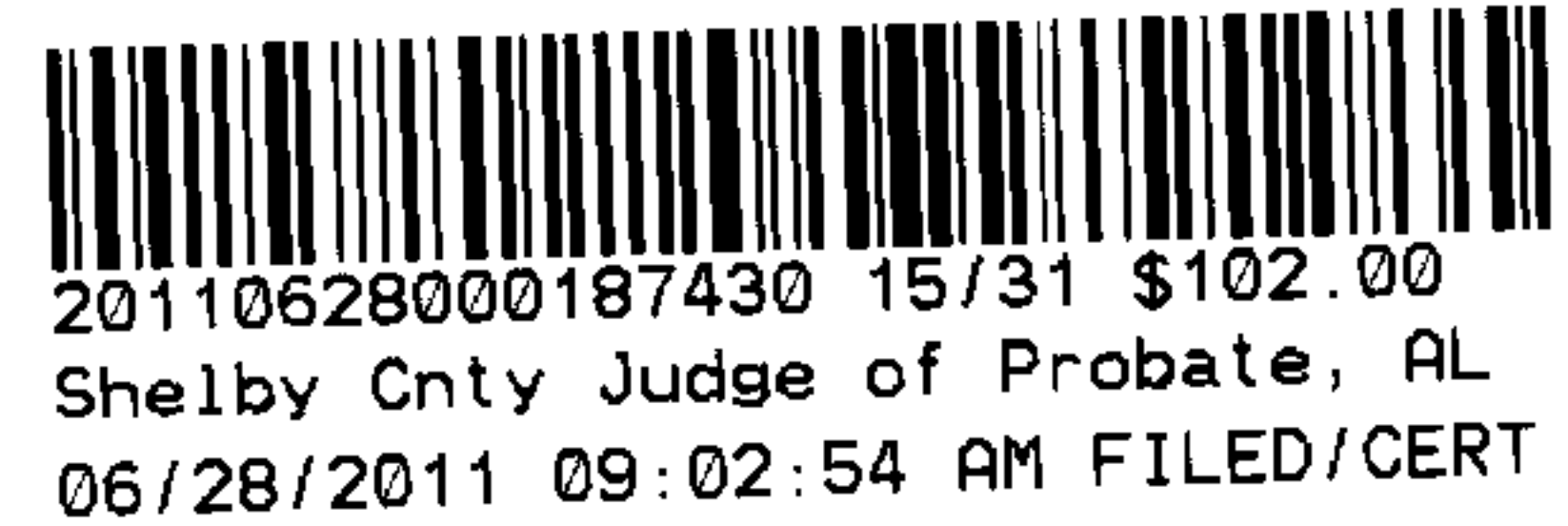
[AFFIX SEAL]

My commission expires: 2/3/12

This instrument was prepared by:  
Lee L. Sheppard, Esq.  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Avenue North  
2400 Regions / Harbert Plaza  
Birmingham, Alabama 35203-2602  
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## **EXHIBIT A**

(Land Description)



### **District 1**

Part of Section 9 and part of Section 16, both in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said Section 16, run in a Southerly direction along the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 16 for a distance of 1320.16 feet; thence turn an angle to the left of  $0^{\circ} 16' 05''$  and run in a Southerly direction along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 16 for a distance of 1311.65 feet; thence turn an angle to the right of  $0^{\circ} 08' 59''$  and run in a Southerly direction along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 16 for a distance of 1329.36 feet; thence turn an angle to the left of  $0^{\circ} 5' 27''$  and run in a Southerly direction along the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 16 for a distance of 538.75 feet; thence turn an angle to the right of  $137^{\circ} 19' 24''$  and run in a Northwesterly direction for a distance of 755.14 feet; thence turn an angle to the right of  $13^{\circ} 06' 24''$  and run in a Northwesterly direction for a distance of 2197.15 feet; thence turn an angle to the left of  $19^{\circ} 51' 39''$  and run in a Northwesterly direction for a distance of 2189.09 feet; thence turn an angle to the right of  $7^{\circ} 41' 55''$  and run in a Northwesterly direction for a distance of 495.98 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a Northeasterly direction for a distance of 302.06 feet to the point of beginning of a curve, said curve being concave in a Northwesterly direction and having a central angle of  $28^{\circ} 05' 45''$  and a radius of 1600.00 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 784.58 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 241.03 feet to the point beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $38^{\circ} 34' 19''$  and a radius of 2000.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 1346.42 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 2031.75 feet to the point of beginning of another curve, said newest curve being concave in a Southeasterly direction and having a central angle of  $10^{\circ} 14' 20''$  and a radius of 1600.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 285.92 feet to the end of said curve; thence turn an angle to the right ( $110^{\circ} 25' 06''$  from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 387.88 feet; thence turn an angle to the right of  $6^{\circ} 11' 48''$  and run in a Southerly direction along the East line of said Section 9 for a distance of 2643.84 feet, more or less, to the point of beginning.

### **District 2**

Part of Section 16, part of the East 1/2 of the Southeast 1/4 of Section 17, part of the Northeast 1/4 of the Northeast 1/4 of Section 20 and all of the Northwest 1/4 of the Northwest 1/4 of

Section 21, all of the above in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of the said Section 16, run in a Northerly direction along the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 16 for a distance of 780.20 feet; thence turn an angle to the left of 42° 40' 36" and run in a Northwesterly direction for a distance of 755.14 feet; thence turn an angle to the right of 13° 06' 24" and run in a Northwesterly direction for a distance of 2197.15 feet; thence turn an angle to the left of 19° 51' 39" and run in a Northwesterly direction for a distance of 2189.09 feet; thence turn an angle to the right of 7° 41' 55" and run in a Northwesterly direction for a distance of 495.98 feet; thence turn an angle to the left of 90° and run in a Southwesterly direction for a distance of 100.23 feet to a point of a curve, said curve being concave in a Southeasterly direction and having a central angle of 19° 42' 02" and a radius of 1616.91 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 555.96 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1271.86 feet to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of 37° 09' 30" and a radius of 2394.39 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 1552.84 feet to the point of ending of said curve; then run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 58.40 feet; thence turn an angle to the left of 90° and run in a Southeasterly direction for a distance of 128.32 feet to the point of beginning of a curve, said latest curve being concave in a Westerly direction and having a central angle of 61° 13' 53" and a radius of 349.70 feet; thence turn an angle to the right and run in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve for a distance of 373.72 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 200.00 feet; thence turn an angle to the left of 30° 10' 39" and run in a Southerly direction for a distance of 1631.10 feet; thence turn an angle to the right of 19° 00' 49" and run in a Southwesterly direction for a distance of 1454.02 feet; thence turn an angle to the left of 114° 19' 19" and run in an Easterly direction along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 20 for a distance of 1345.25 feet; thence turn an angle to the left of 0° 14' 22" and run in an Easterly direction along the South line of the Northwest 1/4 of the Northwest 1/4 of Section 21 for a distance of 1335.07 feet; thence turn an angle to the left of 90° 52' 19" and run in a Northerly direction for a distance of 1328.22 feet; thence turn an angle to the right of 89° 25' 09" and run in an Easterly direction along the South line of Southeast 1/4 of the Southwest 1/4 of said Section 16 for a distance of 1312.76 feet; thence turn an angle to the right of 2° 30' 54" and run in an Easterly direction along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 1/4 of said Section 16 for a distance of 1353.98 feet; thence turn an angle to the left of 0° 36' 41" and run in an Easterly direction along the South line of Southeast 1/4 of the Southeast 1/4 of said Section 16 for a distance of 924.98 feet; thence turn an angle to the left of 0° 1' 38" and continue in an Easterly direction along the South line of said Southeast 1/4 of Southeast 1/4 of said Section 16 for a distance of 420.12 feet, more or less, to the point of beginning.

#### District 4

Part of the West 1/4 of Section 20 and part of Section 19, both in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Section 19 run in a Northerly direction along the East line of said Section for a distance of 673.83 feet to an existing 1" iron pipe; thence turn an angle to the right of 90° 28' 18" and run in an Easterly direction for a distance of 345.39 feet to an existing 1/2" iron pipe; thence turn an angle to the left of 95° 11' 21" and run in a Northwesterly direction for a distance of 676.63 feet; thence turn an angle to the right of 95° 10' 47" and run in an Easterly direction for a distance of 50.21 feet; thence turn an angle to the left of 95° 10' 47" and run in an Northwesterly direction along the centerline of an existing Alabama Power Company 100 foot right-of-way for a distance of 2436.23 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 8° 3' 58" and a radius of 4658.80 feet; thence turn an angle to the left (135° 12' 07" to the chord of said curve) and run in a Southwesterly direction along the arc of said curve for a distance of 655.86 feet to a point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 610.40 feet to a point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 27° 51' 25" and a radius of 1096.76 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 533.24 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1938.09 feet to the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of 49° 02' 18" and a radius of 1200.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1027.06 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 761.05 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 2° 33' 48" and a radius of 1171.75 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 52.42 feet to the point of ending of said curve; thence turn an angle to the left (94° 43' 14" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 208.23 feet; thence turn an angle to the left of 5° 43' 14" and run in a Southeasterly direction for a distance of 234.97 feet; thence turn an angle to the left of 5° 34' 57" and run in an Easterly direction for a distance of 173.62 feet; thence turn an angle to the right of 0° 33' 02" and run in an Easterly direction for a distance of 110.55 feet; thence turn an angle to the left of 0° 47' 09" and run in an Easterly direction for a distance of 246.68 feet; thence turn an angle to the left of 7° 12' 56" and run in a Northeasterly direction for a distance of 145.73 feet; thence turn an angle to the right of 7° 19' 22" and run in an Easterly direction for a distance of 185.89 feet; thence turn an angle to the left of 2° 09' 19" and run in an Easterly direction for a distance of 186.82 feet; thence turn an angle to the right of 0° 17' 24" and run in an Easterly direction for a distance of 446.17 feet; thence turn an angle to the left of 0° 38' 38" and run in an Easterly direction for a distance of 365.25 feet; thence turn an angle to the right of 3° 26' 54" and run in an Easterly direction for a distance of 333.61 feet; thence turn an angle the left of 0° 3' 39" and run in an Easterly direction for a distance of 332.63 feet; thence turn an angle to the right of 0° 1' 58" and run in an Easterly direction for a distance of 380.54 feet; thence turn an angle to the left of 0° 5'

58" and run in an Easterly direction for a distance of 284.93 feet, more or less, to the point of beginning.

## District 5

Part of the West 1/2 of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 1/2" iron rebar being the locally accepted Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, run in a Northerly direction along the accepted West line of said 1/4-1/4 section for a distance of 660.99 feet to an existing axel; thence turn an angle to the right of 2° 41' 25" and run in a Northerly direction for a distance of 523.27 feet to an existing 1/2" rebar; thence turn an angle to the left of 0° 2' 28" and run in a North direction for a distance of 317.48 feet; thence turn an angle to the left of 0° 00' 15" and run in a Northerly direction for a distance of 392.89 feet; thence turn an angle to the right of 0° 1' 11" and run in a Northerly direction across Old Highway #280 for a distance of 80.75 feet; thence turn an angle to the right of 0° 2' 2" and run in a Northerly direction for a distance of 669.06 feet; thence turn an angle to the right of 90° 55' 26" and run in an Easterly direction for a distance of 220.15 feet; thence turn an angle to the right of 11° 17' 29" and run in a Southeasterly direction for a distance of 366.01 feet; thence turn an angle to the right of 96° 08' 36" and run in a Southwesterly direction for a distance of 337.43 feet; thence turn an angle to the left of 79° 50' 53" and run in a Southeasterly direction for a distance of 19.35 feet; thence turn an angle to the right of 84° 37' 59" and run in a Southwesterly direction for a distance of 360.88 feet to a point on a curve, said curve being the Northerly right-of-way line of Old Highway #280 and being concave in a Southwesterly direction and having a central angle of 3° 3' 37" and a radius of 2362.96 feet; thence turn an angle to the right (81° 33' 26" to the chord of said curve) and run in a Northwesterly direction along the arc of said curve and along the North right-of-way line of said Old Highway #280 for a distance of 126.21 feet; thence turn an angle to the left (91° 31' 48" from the chord of last mentioned curve) and run in a Southwesterly direction across Old Highway #280 for a distance of 80.0 feet to a point on the South right-of-way line of said Old Highway #280; thence turn an angle to the left of 13° 10' 30" and run in a Southerly direction for a distance of 419.73 feet; thence turn an angle to the left of 74° 31' 13" and run in a Southeasterly direction for a distance of 251.94 feet; thence turn an angle to the right of 74° 59' 06" and run in a Southerly direction for a distance of 630.37 feet; thence an angle to the left of 70° 47' 51" and run in a Southeasterly direction for a distance of 345.44 feet; thence turn an angle to the right of 70° 29' 54" and run in a Southerly direction for a distance of 401.56 feet; thence turn an angle to the left of 70° 29' 50" and run in a Southeasterly direction for a distance of 299.71 feet; thence turn an angle to the right of 70° 31' 21" and run in a Southerly direction for a distance of 362.84 feet to a point on the North right-of-way line of New U.S. Highway 280; thence turn an angle to the right of 98° 01' 47" and run in a Northwesterly direction along said North right-of-way line of U.S. Highway 280 for a distance of 223.91 feet to the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 1° 59' 22" and a radius of 22,955.61 feet; thence turn an angle to the left and run in a Northwesterly direction along the arc of said curve for a distance of 797.06 feet; thence turn an angle to the right (80° 04' 47" from the chord of last

mentioned curve) and run in a Northerly direction for a distance of 91.21 feet, more or less, to the point of beginning.

Less and except an 80 foot right-of-way for Old Highway #280.

## **District 6**

Part of the Southwest 1/4 of the Southwest 1/4 of Section 17, part of the South 1/2 of Section 18, part of Section 19, part of the West 1/4 of Section 20 and part of the North 1/4 of Section 30, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 19 South, Range 1 East, Shelby County, Alabama, and run in a Southerly direction along the West line of said Section for a distance of 1289.96 feet to the point of beginning; thence turn an angle to the left of  $125^{\circ} 01' 50''$  and run in a Northeasterly direction for a distance of 6250.32 feet; thence turn an angle to the right of  $120^{\circ} 03' 43''$  and run in a Southeasterly direction for 3820.34 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of  $8^{\circ} 3' 58''$  and a radius of 4658.80 feet; thence turn an angle to the right ( $44^{\circ} 47' 53''$  to the chord of said curve) and run in a Southwesterly direction along the arc of said curve for a distance of 655.86 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 610.40 feet to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of  $27^{\circ} 51' 25''$  and a radius of 1096.76 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 533.24 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1938.09 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $49^{\circ} 02' 18''$  and a radius of 1200.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1027.06 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 761.05 feet; thence turn an angle to the right of  $85^{\circ} 16' 46''$  and run in a Northwesterly direction for a distance of 157.78 feet; thence turn an angle to the right of  $78^{\circ} 30' 04''$  and run in a Northerly direction for a distance of 1402.74 feet; thence turn an angle to the left of  $0^{\circ} 23' 47''$  and run in a Northerly direction for a distance of 881.08 feet; thence turn an angle to the left of  $0^{\circ} 1' 34''$  and run in a Northerly direction for a distance of 105.02 feet; thence turn an angle to the left of  $0^{\circ} 3' 55''$  and run in a Northerly direction for a distance of 350.30 feet; thence turn an angle to the left of  $93^{\circ} 34' 29''$  and run in a Southwesterly direction for a distance of 1519.79 feet; thence turn an angle to the right of  $94^{\circ} 21' 37''$  and run in a Northerly direction for a distance of 1321.79 feet, more or less, to the point of beginning.

## **District 7**

Part of Section 18 and part of the Northwest 1/4 of Section 19, both in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northwest corner of said Section 18 run in an Easterly direction along the North line of said Section for a distance of 2697.94 feet to the locally accepted Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 18; thence turn an angle to the right of  $88^{\circ} 07' 56''$  and run in a Southerly direction along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 18 for a distance of 1294.94 feet to the locally accepted Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence turn an angle to the left of  $89^{\circ} 40' 10''$  and run in an Easterly direction along the North line of said Southwest 1/4 of Northeast 1/4 for a distance for a distance 1311.04 feet to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 18; thence turn an angle to the left of  $91^{\circ} 23' 54''$  and run in a Northerly direction for a distance of 1303.70 feet to the locally accepted Northwest corner of northeast 1/4 of Northeast 1/4 of said Section 18; thence turn an angle to the right of  $90^{\circ} 41' 25''$  and run in an Easterly direction along the North line of said 1/4-1/4 section for a distance of 937.76 feet; thence turn an angle to the right of  $86^{\circ} 31' 22''$  and run in a southerly direction for a distance of 1193.02 feet; thence turn an angle to the right of  $61^{\circ} 19' 07''$  and run in a southwesterly direction for a distance of 347.39 feet; thence turn an angle to the left of  $9^{\circ} 15' 21''$  and run in a Southwesterly direction for a distance of 2755.12 feet; thence turn an angle to the left of  $46^{\circ} 56' 21''$  and run in a Southerly direction for a distance of 686.01 feet; thence turn an angle to the left of  $35^{\circ} 12' 39''$  and run in a Southeasterly direction for a distance of 605.40 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a Southwesterly direction for a distance of 3666.77 feet to a point on the West line of Section 19; thence turn an angle to the right of  $125^{\circ} 01' 50''$  and run in a Northerly direction for a distance of 1289.96 feet to the Southwest corner of said Section 18; thence turn an angle to the left of  $00^{\circ} 38' 48''$  and run in a Northerly direction along the West line of said Section 18 for a distance of 5239.88 feet, more or less, to the point of beginning.

### **District 8**

Part of Section 8 and part of Section 17 and part of Section 18, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southwest corner of said Section 8 run in a Northerly direction along the West line of said Section 8 for a distance of 5211.77 feet to the Northwest corner of said Section 8; thence turn an angle to the right of  $89^{\circ} 00' 34''$  and run in an Easterly direction along the North line of said Section 8 for a distance of 3329.40 feet; thence turn an angle to the right of  $79^{\circ} 15' 02''$  and run in a Southeasterly direction for a distance of 2786.97 feet; thence turn an angle to the right of  $60^{\circ} 25' 51''$  and run in a Southwesterly direction for a distance of 2100.75 feet; thence turn an angle to the left of  $45^{\circ} 38' 19''$  and run in a Southerly direction for a distance of 288.89 feet; thence turn an angle to the left of  $48^{\circ} 45' 46''$  and run in a Southeasterly direction for a distance of 369.84 feet; thence turn an angle to the left of  $36^{\circ} 36' 25''$  and run in a Southeasterly direction for a distance of 480.08 feet; thence turn an angle to the right of  $51^{\circ} 57' 35''$  and run in a Southeasterly direction for a distance of 593.15 feet; thence turn an angle to the right of  $68^{\circ} 28' 43''$  and run in a Southwesterly direction for a distance of 1586.92 feet; thence turn an angle to the left of  $69^{\circ} 37' 23''$  and run in a Southeasterly direction for a distance of 180.69 feet; thence turn an angle to the right of  $94^{\circ} 18'$  and run in a Southwesterly direction for a

distance of 2912.17 feet; thence turn an angle to the left of 67° 56' 14" and run in a Southerly direction for a distance of 262.95 feet; thence turn an angle to the right of 59° 56' 17" and run in a Southwesterly direction for a distance of 2585.21 feet; thence turn an angle to the right of 90° and run in a Northwesterly direction for a distance of 605.40 feet; thence turn an angle to the right of 35° 12' 39" and run in a Northerly direction for a distance of 686.01 feet; thence turn an angle to the right of 46° 56' 21" and run in a Northeasterly direction for a distance of 2755.12 feet; thence turn an angle to the right of 9° 15' 21" and run in a Northeasterly direction for a distance of 347.39 feet; thence turn an angle to the left of 61° 19' 07" and run in a Northerly direction for a distance of 1193.02 feet; thence turn an angle to the right of 93° 28' 38" and run in an Easterly direction along the North line of Section 18 for a distance of 374.67 feet, more or less, to the point of beginning.

### **District 9**

Part of Section 8, part of Section 9 and also part of the Northwest 1/4 of the Northeast 1/4 of Section 17, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northwest corner of said Section 9, Township 19 South, Range 1 East, run in an Easterly direction along the North line of said Section for a distance of 1979.51 feet; thence turn an angle to the right of 78° 43' 55" and run in a Southeasterly direction for a distance of 2552.34 feet; thence turn an angle to the right of 69° 33' 39" and run in a Southwesterly direction for a distance of 5139.57 feet; thence turn an angle to the right of 93° 22' 12" and run in a Northwesterly direction for a distance of 593.15 feet; thence turn an angle to the left of 51° 57' 35" and run in a Northwesterly direction for a distance of 480.08 feet; thence turn an angle to the right of 36° 36' 25" and run in a Northwesterly direction for a distance of 369.84 feet; thence turn an angle to the right of 48° 45' 46" and run in a Northerly direction for a distance of 288.89 feet; thence turn an angle to the right of 45° 38' 19" and run in a Northeasterly direction for a distance of 2100.75 feet; thence turn an angle to the left of 60° 25' 51" and run in a Northwesterly direction for a distance of 2786.97 feet to a point on the North line of Section 8; thence turn an angle to the right of 100° 44' 58" and run in an Easterly direction along the North line of said Section 8 for a distance of 1723.78 feet, more or less, to the point of beginning.

### **District 10**

The Southeast 1/4 of the Southeast 1/4 of Section 4 and part of Section 9, both in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 1/2" iron rebar being the locally accepted Southeast corner of said Section 4, run in a Northerly direction along the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 4 for a distance of 1335.68 feet to an existing 5/8" rebar being the locally accepted Northeast corner of the Southeast 1/4 of Southeast 1/4 of said Section 4; thence turn an angle to the left of 89° 06' 48" and run in a Westerly direction along the North line of said Southeast 1/4 of Southeast 1/4 of said Section 4 for a distance of 1330.88 feet to an existing 5/8"

iron rebar being the locally accepted Northwest corner of said Southeast 1/4 of Southeast 1/4 of said Section 4; thence turn an angle to the left of  $88^{\circ} 57' 35''$  and run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 1335.98 feet to an existing 5/8" iron rebar being the locally accepted Southwest corner of said Southeast 1/4 of Southeast 1/4 of said Section 4; thence turn an angle to the right of  $87^{\circ} 16' 01''$  and run in a Westerly direction along the North line of Section 9 for a distance of 1936.16 feet; thence turn an angle to the left of  $101^{\circ} 16' 05''$  and run in a Southeasterly direction for a distance of 4285.63 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of  $26^{\circ} 01' 51''$  and a radius of 2000.00 feet; thence turn an angle to the left ( $121^{\circ} 57' 54''$  to the chord of said curve) and run in a Northeasterly direction along the arc of said curve for a distance of 908.64 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 2031.75 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $10^{\circ} 14' 20''$  and a radius of 1600.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 285.92 feet; thence turn an angle to the left ( $69^{\circ} 34' 54''$  from last mentioned chord line) and run in a Northwesterly direction for a distance of 2409.93 feet, more or less, to the point of beginning.

## District 11

Part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and part of the South 1/2 of Section 9 and part of Section 16 and part of the East 1/4 of Section 17, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of Section 9, Township 19 South, Range 1 East, Shelby County, Alabama, run in an Easterly direction along the North line of said Section 9 for a distance of 1979.51 feet; thence turn an angle to the right of  $78^{\circ} 43' 55''$  and run in a Southeasterly direction for a distance of 3495.65 feet to the point of beginning; thence continue in a Southeasterly direction along the last mentioned course for a distance of 789.97 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of  $12^{\circ} 32' 29''$  and a radius of 2000.00 feet; thence turn an angle to the right ( $38^{\circ} 44' 56''$  to the chord of said curve) and run in a Southwesterly direction along the arc of said curve for a distance of 437.77 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 241.03 feet to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of  $28^{\circ} 05' 45''$  and a radius of 1600.00 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 784.58 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the line tangent to the end of said curve for a distance of 402.29 feet to the point of beginning of another curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $19^{\circ} 42' 02''$  and a radius of 1616.91 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 555.96 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 1271.86 feet to the point of beginning of another curve, said new curve being concave in a Northwesterly direction and having a central angle of  $37^{\circ} 09' 30''$  and a radius of 2394.39 feet; thence turn an

angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 1552.84 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 108.10 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a Northwesterly direction for a distance of 93.60 feet to the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of  $27^{\circ} 16' 49''$  and a radius of 300.00 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 142.84 feet to the point of ending of said curve; thence run in a Northerly direction along the line tangent to the end of said curve for a distance of 61.53 feet to the point of beginning of a new curve, said latest curve being concave in a Westerly direction and having a central angle of  $27^{\circ} 39' 08''$  and a radius of 300.00 feet; thence turn an angle to the left and run in a Northerly and Northwesterly direction along the arc of said curve for a distance of 144.79 feet to the point of ending of said curve; thence run in a Northwesterly direction along the line tangent to the end of said curve for a distance of 188.90 feet to the point of beginning of a new curve, said new curve being concave in a Northeasterly direction and having a central angle of  $24^{\circ} 36' 29''$  and a radius of 300.00 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 128.85 feet to the point of ending of said curve; thence run in a Northerly direction along the line tangent to the end of said curve for a distance of 178.35 feet to the point of beginning of another curve, said latest curve being concave in a Southwesterly direction and having a central angle of  $31^{\circ} 31' 25''$  and a radius of 400.00 feet; thence turn an angle to the left and run in a Northerly and Northwesterly direction along the arc of said curve for a distance of 220.08 feet to the point of ending of said curve; thence run in a Northwesterly direction along the line tangent to the end of said curve for a distance of 306.80 feet to the point of beginning of a curve, said curve being concave in a Northeasterly direction and having a central angle of  $16^{\circ} 01' 05''$  and a radius of 800.00 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 223.65 feet to the point of ending of said curve; thence continue in a Northwesterly direction along the line tangent to the end of said curve for a distance of 156.04 feet to the point of beginning of another curve, said curve being concave in an Easterly direction and having a central angle of  $48^{\circ} 26' 50''$  and a radius of 800.00 feet; thence turn an angle to the right and run in a Northwesterly, Northerly and Northeasterly direction along the arc of said curve for a distance of 676.45 feet to the point of ending of said curve; thence run in Northeasterly direction along the line tangent to the end of said curve for a distance of 800.76 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $50^{\circ} 37' 38''$  and a radius of 899.76 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 795.04 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 213.31 feet to the point of beginning of another curve, said latest curve being concave in a Northwesterly direction and having a central angle of  $22^{\circ} 28' 40''$  and a radius of 799.16 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 313.52 feet to the point of ending of said curve; thence continue in a Northeasterly direction along the line tangent to the end of said curve for a distance of 558.81 feet to the point of beginning of another curve, said latest curve being concave in a Northwesterly direction and having a central angle of  $13^{\circ} 19' 32''$  and a radius of 5018.65 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 1167.21 feet to the point of ending of said curve; thence run in a Northeasterly

direction along the line tangent to the end of said curve for a distance of 599.84 feet, more or less, to the point of beginning.

## District 12

Part of Section 17, part of the East 1/4 of Section 18 and part of the Northwest 1/4 of Section 20, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama, run in an Westerly direction along the North line of said Section 18 for a distance of 374.67 feet; thence turn an angle to the left of  $93^{\circ} 28' 38''$  and run in a Southerly direction for a distance of 1193.02 feet; thence turn an angle to the right of  $61^{\circ} 19' 07''$  and run in a Southwesterly direction for a distance of 347.39 feet; thence turn an angle to the left of  $9^{\circ} 15' 21''$  and run in a Southwesterly direction for a distance of 2755.12 feet; thence turn an angle to the left of  $46^{\circ} 56' 21''$  and run in a Southerly direction for a distance of 686.01 feet; thence turn an angle to the left of  $35^{\circ} 12' 39''$  and run in a Southeasterly direction for a distance of 605.40 feet; thence turn an angle to the left of  $90^{\circ}$  and run in a Northeasterly direction for a distance of 2585.21 feet to the point of beginning; thence turn an angle to the left of  $59^{\circ} 56' 17''$  and run in a Northwesterly direction for a distance of 262.95 feet; thence turn an angle to the right of  $67^{\circ} 56' 14''$  and run in a Northeasterly direction for a distance of 2912.17 feet; thence turn an angle to the right of  $85^{\circ} 42'$  and run in a Southeasterly direction for a distance of 444.51 feet; thence turn an angle to the left of  $90^{\circ}$  and run in a Northeasterly direction for a distance of 162.81 feet to a point of beginning of a curve, said curve being concave in a Northwesterly direction and having a central angle of  $12^{\circ} 11' 34''$  and a radius of 1000.00 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 212.80 feet to the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 451.24 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $45^{\circ} 51' 13''$  and a radius of 700.00 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction along the arc of said curve for a distance of 560.21 feet to the point of ending of said curve; thence run in an Easterly direction along the line tangent to the end of said curve for a distance of 463.54 feet to a point on a curve, said curve being concave in an Easterly direction and having a central angle of  $18^{\circ} 58' 45''$  and a radius of 800.00 feet; thence turn an angle to the right ( $80^{\circ} 30' 37''$  to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 265.0 feet to the point of ending of said curve; thence run in a Southeasterly direction along the line tangent to the end of said curve for a distance of 156.04 feet to the point of beginning of a new curve, said latest curve being concave in a Northeasterly direction and having a central angle of  $16^{\circ} 01' 05''$  and a radius of 800.00 feet; thence turn an angle to the left and run in a Southeasterly direction along the arc of said curve for a distance of 223.65 feet to the point of ending of said curve; thence run in a Southeasterly direction along the line tangent to the end of said curve for a distance of 306.80 feet to the point of beginning of a new curve, said new curve being concave in a Westerly direction and having a central angle of  $31^{\circ} 31' 25''$  and a radius of 400.00 feet; thence turn an angle to the right and run in a Southeasterly and Southerly direction along the arc of said curve

for a distance of 220.08 feet to the point of ending of said curve; thence continue in a Southerly direction along the line tangent to the end of said curve for a distance of 178.35 feet to the point of beginning of another curve, said new curve being concave in a Northeasterly direction and having a central angle of  $24^{\circ} 36' 29''$  and a radius of 300.00 feet; thence turn an angle to the left and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 128.85 feet to the point of ending of said curve; thence continue in a Southeasterly direction along the line tangent to the end of said curve for a distance of 188.90 feet to the point of beginning of another curve, said latest curve being concave in a Southwesterly direction and having a central angle of  $27^{\circ} 39' 08''$  and a radius of 300.00 feet; thence turn an angle to the right and run in a Southeasterly and Southerly direction along the arc of said curve for a distance of 144.79 feet to the point of ending of said curve; thence continue in a Southerly direction along the line tangent to the end of said curve for a distance of 61.53 feet to the point of beginning of another curve, said latest curve being concave in an Easterly direction and having a central angle of  $27^{\circ} 16' 49''$  and a radius of 300.00 feet; thence turn an angle to the left and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 142.84 feet to the point of ending of said curve; thence continue in a Southeasterly direction along the line tangent to the end of said curve for a distance of 93.60 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a Southwesterly direction for a distance of 1945.31 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of  $22^{\circ} 01' 51''$  and a radius of 3000.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1153.53 feet to a point of reverse curve, said latest curve being concave in a Northwesterly direction and having a central angle of  $18^{\circ} 24' 26''$  and a radius of 3000.00 feet; thence turn an angle to the right and run in a southwesterly direction along the arc of said curve for a distance of 963.79 feet to another point of reverse curve, said newest curve being concave in a Southeasterly direction and having a central angle of  $39^{\circ} 40' 20''$  and a radius of 1495.55 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 1035.54 feet to another point of reverse curve, said newest curve being concave in a Northwesterly direction and having a central angle of  $23^{\circ} 51' 40''$  and a radius of 2265.19 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 943.35 feet; thence turn an angle to the right ( $130^{\circ} 30' 28''$  from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 3820.34 feet, more or less, to the point of beginning.

### **District 13**

Part of the Southeast  $1/4$  of Section 8, part of Section 9 and part of Section 17, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of Section 9, Township 19 South, Range 1 East, Shelby County, Alabama, run in an Easterly direction along the North line of said Section 9 for a distance of 1979.51 feet; thence turn an angle to the right of  $78^{\circ} 43' 55''$  and run in a Southeasterly direction for a distance of 2552.34 feet to the point of beginning; thence continue in a Southeasterly direction along the last mentioned course for a distance of 943.31 feet; thence turn an angle to the right of  $59^{\circ} 42' 22''$  and run in a Southwesterly direction for a distance of 599.84 feet to the point of beginning of a curve, said curve being concave in a Northwesterly direction and having

a central angle of  $13^{\circ} 19' 32''$  and a radius of 5018.65 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 1167.21 feet to the point of ending of said curve; thence run in a southwesterly direction along the line tangent to the end of said curve for a distance of 558.81 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of  $22^{\circ} 28' 40''$  and a radius of 799.16 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 313.52 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 213.31 feet to the point of beginning of another curve, said latest curve being concave in a Southeasterly direction and having a central angle of  $50^{\circ} 37' 38''$  and a radius of 899.76 feet; thence turn an angle to the left and in a Southwesterly direction along the arc of said curve for a distance of 795.04 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 800.76 feet to the point of beginning of another curve, said curve being concave in a Southeasterly direction and having a central angle of  $29^{\circ} 28' 05''$  and a radius of 800.00 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 411.45 feet; thence turn an angle to the right ( $75^{\circ} 15' 58''$  from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 463.54 feet to the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of  $45^{\circ} 51' 13''$  and a radius of 700.00 feet; thence turn an angle to the left and run in a Westerly and Southwesterly direction along the arc of said curve for a distance of 560.21 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 451.24 feet to the point of beginning of another curve, said latest curve being concave in a Northwesterly direction and having a central angle of  $12^{\circ} 11' 34''$  and a radius of 1000.00 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 212.80 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 162.81 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a Northwesterly direction for a distance of 625.20 feet; thence turn an angle to the right of  $69^{\circ} 37' 23''$  and run in a Northeasterly direction for a distance of 1586.92 feet; thence turn an angle to the right of  $18^{\circ} 09' 05''$  and run in a Northeasterly direction for a distance of 5139.57 feet, more or less, to the point of beginning.

#### **District 14**

From a 2" solid bar accepted as the S. W. corner of Section 2, Township 19 South, Range 1 East, run thence Grid North  $89^{\circ} 27' 27''$  East along the South boundary of said Section 2 for a distance of 4009.02 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80 feet R.O.W.), said point being on a curved boundary concave right having a centerline delta angle of  $15^{\circ} 58' 23''$  and tangents of 427.62 feet, said point being South  $89^{\circ} 27' 27''$  West 1277.19 feet from a 1/2" rebar accepted as the S. E. corner of said Section 2; thence run a chord bearing of North  $49^{\circ} 58' 14''$  East for a chord distance of 697.25 feet to a 1/2" rebar at the P.T.; thence run North  $56^{\circ} 27' 11''$  East for a distance of 265.57 feet to a 1/2" rebar at the P.C. of a curve concave left having a centerline delta angle of  $24^{\circ} 07' 11''$  and tangents of 281.85 feet; thence run a chord bearing of North  $44^{\circ} 23' 36''$  East for a chord distance of 534.55 feet to a 1/2" rebar at the P.T.; thence run North  $32^{\circ} 20' 00''$  East for a distance of 205.25 feet to a 1/2" rebar at

the P.C. of a curve concave right having a centerline delta angle of  $18^{\circ} 36' 35''$  and tangents of 300.0 feet; thence run a chord bearing of North  $41^{\circ} 38' 17''$  East for a chord distance of 605.04 feet to a 1/2" rebar at the P.T.; thence run North  $50^{\circ} 56' 35''$  East for a distance of 335.14 feet to a 1/2" rebar at the P.C. of a curve concave left having a centerline delta angle of  $27^{\circ} 11' 29''$  and tangents of 490.0 feet; thence run a chord bearing of North  $37^{\circ} 20' 50''$  East for a chord distance of 933.73 feet to a 1/2" rebar at the P.T.; thence run North  $23^{\circ} 45' 06''$  East along the boundary of said County Highway #55 a distance of 1344.32 feet to a 1/2" rebar; thence run North  $89^{\circ} 59' 04''$  West for a distance of 531.64 feet to a 1/2" rebar; thence run North  $01^{\circ} 05' 14''$  East for a distance of 200.0 feet to a 1/2" rebar on the North boundary of the SW 1/4-NW 1/4 of Section 1, Township 19 South, Range 1 East; thence run North  $89^{\circ} 59' 04''$  West for a distance of 1116.48 feet to a 1/2" rebar at the N.E. corner of the SE 1/4-NE 1/4 of Section 2, Township 19 South, Range 1 East; thence run South  $89^{\circ} 04' 03''$  West for a distance of 2662.85 feet to a 1/2" rebar at the S.E. corner of the NE 1/4-NW 1/4 of aforementioned Section 2; thence run North  $00^{\circ} 59' 43''$  East for a distance of 1308.19 feet to a 1/2" rebar accepted as the S. E. corner of the SE 1/4-SW 1/4 of Section 35, Township 19 South, Range 1 East; thence run North  $00^{\circ} 24' 36''$  West for a distance of 2617.98 feet to a 1/2" rebar accepted as the N.E. corner of the NE 1/4-SW 1/4 of Section 35, Township 19 South, Range 1 East; thence run South  $88^{\circ} 46' 50''$  West for a distance of 2598.54 feet to a 1/2" rebar accepted as the N.W. corner of the NW 1/4-SW 1/4 of said Section 35; thence run South  $89^{\circ} 29' 13''$  West for a distance of 1311.80 feet to a 5/8" rebar accepted as the N.W. corner of the NE 1/4-SE 1/4 of Section 34, Township 19 South, Range 1 East; thence run South  $00^{\circ} 17' 15''$  West for a distance of 1316.77 feet to a 5/8" rebar at the N.W. corner of the SE 1/4-SE 1/4 of said Section 34; thence run South  $00^{\circ} 31' 49''$  West for a distance of 1288.53 feet to a 1" pipe at the S. W. corner of said SE 1/4-SE 1/4; thence run North  $89^{\circ} 17' 24''$  East for a distance of 1278.06 feet to a 1" pipe at the S. W. corner of Section 35, Township 19 South, Range 1 East; thence run North  $89^{\circ} 10' 23''$  East for a distance of 166.83 feet to a 5/8" rebar; thence run South  $01^{\circ} 03' 46''$  East for a distance of 1328.39 feet to a 5/8" rebar; thence run North  $89^{\circ} 32' 33''$  West for a distance of 164.77 feet to a 5/8" rebar; thence run South  $00^{\circ} 13' 30''$  East for a distance of 1313.93 feet to a 1" pipe accepted as the S. W. corner of the SW 1/4-NW 1/4 of said Section 35; thence run North  $89^{\circ} 49' 25''$  East for a distance of 1298.78 feet to a 1" pipe accepted as the S. W. corner of the SE 1/4-NW 1/4 of said Section 35; thence run South  $00^{\circ} 01' 35''$  West for a distance of 1308.87 feet to a 1/2" pipe accepted as the N.E. corner of the SW 1/4-SW 1/4 of Section 35; thence run North  $89^{\circ} 53' 14''$  West for a distance of 1295.83 feet to a 5/8" rebar accepted as the N.W. corner of said SW 1/4-SW 1/4; thence run South  $04^{\circ} 19' 20''$  West for a distance of 1314.27 feet to the POINT OF BEGINNING of herein described parcel of land.

## District 15

From a 2" solid bar at the S. E. corner of Section 3, Township 19 South, Range 1 East, being the Point of Beginning of herein described parcel of land, run thence Grid South  $89^{\circ} 48' 57''$  West for a distance of 5254.95 feet to a 1/2" rebar at the S. W. corner of said Section 3; thence run North  $00^{\circ} 19' 07''$  West for a distance of 1245.68 feet to a 5/8" rebar locally accepted as the S. W. corner of the NW 1/4-SW 1/4 of said Section 3; thence run North  $00^{\circ} 03' 36''$  East for a distance of 1381.19 feet to a 5/8" rebar locally accepted as the N.W. corner of said NW 1/4-SW 1/4; thence run North  $89^{\circ} 22' 55''$  East for a distance of 2517.76 feet to a 5/8" rebar locally

accepted as the S. W. corner of the SW 1/4-NE 1/4 of said Section 3; thence run North 01° 23' 35" East for a distance of 1450.57 feet to a 5/8" rebar locally accepted as the N.W. corner of said SW 1/4-NE 1/4; thence run South 89° 36' 33" East for a distance of 1480.71 feet to a 5/8" rebar locally accepted as the S. W. corner of the NE 1/4-NE 1/4 of said Section 3; thence run North 00° 40' 48" East for a distance of 1158.31 feet to a 1" pipe locally accepted as the N.W. corner of said NE 1/4-NE 1/4; thence run North 89° 17' 24" East for a distance of 1278.06 feet to a 1" pipe at the N.E. corner of Section 3, Township 19 South, Range 1 East; thence run South 01° 09' 15" East for a distance of 1324.71 feet to a 5/8" rebar locally accepted as the N.E. corner of the SE 1/4-NE 1/4 of said Section 3; thence run South 00° 13' 30" East for a distance of 1313.93 feet to a 1" pipe locally accepted as the N.E. corner of the NE 1/4-SE 1/4 of said Section 3; thence run South 00° 06' 12" East for a distance of 1302.33 feet to a 5/8" rebar locally accepted as the N.E. corner of the SE 1/4-SE 1/4 of said Section 3; thence run South 04° 19' 20" West for a distance of 1314.27 feet to a 2" solid bar at the N.W. corner of Section 11, Township 19 South, Range 1 East; thence run North 89° 27' 27" East along the North boundary of said Section 11 for a distance of 4009.02 feet to a 1/2" rebar on the Northwesternly boundary of Shelby County Highway #55 (80' R.O.W.), said point being South 89° 27' 27" West a distance of 1277.19 feet from a 1/2" rebar at the N.E. corner of said Section 11, said point being on a curve concave left having a delta angle of 15° 58' 23" and a radius of 3087.84 feet; thence run a chord bearing of South 41° 58' 59" West for a chord distance of 162.08 feet to a 1/2" rebar at the P.T. thence run South 40° 28' 48" West along said highway boundary for a distance of 514.56 feet to a 1/2" rebar at the P.C. of a curve concave left having a delta angle of 14° 57' 51" and a radius of 3041.71 feet; thence run a chord bearing of South 32° 59' 52" West for a chord distance of 792.15 feet to a 1/2" rebar at the P.T.; thence run South 25° 30' 57" West along said highway boundary for a distance of 1110.60 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 31° 34' 29" and a radius of 1479.19 feet; thence run a chord bearing of South 41° 18' 11" West for a chord distance of 804.88 feet to the P.T.; thence run South 57° 05' 26" West along said highway boundary for a distance of 165.06 feet to the P.C. of a curve concave left having a delta angle of 12° 42' 27" and a radius of 3247.19 feet; thence run a chord bearing of South 50° 44' 12" West for a chord distance of 718.71 feet to the P.T.; thence run South 44° 22' 59" West along said highway boundary for a distance of 447.39 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 18° 10' 23" and a radius of 2488.09 feet; thence run a chord bearing of South 53° 28' 11" West for a chord distance of 785.88 feet to the P.T.; thence run South 62° 33' 22" West along said highway boundary for a distance of 238.84 feet to the P.C. of a curve concave left having a delta angle of 29° 54' 31" and a radius of 1981.67 feet; thence run a chord bearing of South 61° 38' 18" West for a chord distance of 63.50 feet to a 1/2" rebar on said curve boundary and the West boundary of Section 11, Township 19 South, Range 1 East, said point North 02° 57' 33" West a distance of 1097.81 feet from a 3/4" rebar at the S.W. corner of said Section 11; thence run North 02° 57' 33" West for a distance of 4223.16 feet along the West boundary of said Section 11 to the Point of Beginning of herein described parcel of land.

## District 16

From a 3/4" rebar at the S.E. corner of Section 10, Township 19 South, Range 1 East, run thence Grid North 02° 57' 33" West for a distance of 1097.81 feet to a 1/2" rebar on the Northerly boundary of Shelby County Highway #55 (80 foot R. O. W.), being the Point of Beginning of

herein described parcel of land; thence continue North 02° 57' 33" West for a distance of 4223.16 feet to a 2" solid bar at the N.E. corner of said Section 10; thence run South 89° 48' 57" West for a distance of 5254.95 feet to a 1/2" rebar at the N.W. corner of said Section 10; thence run South 05° 46' 59" East for a distance of 2797.81 feet to a 5/8" rebar locally accepted as the N.W. corner of the SW 1/4 of said Section 10, Township 19 South, Range 1 East; thence run South 89° 15' 39" East for a distance of 1335.82 feet to a 2" solid bar locally accepted as the N.W. corner of the NE 1/4-SW 1/4 of said Section 10; thence run South 00° 08' 05" West for a distance of 967.02 feet to a 1/2" rebar that is North 00° 08' 05" East a distance of 330.00 feet from a 1" crimped pipe locally accepted as the N.W. corner of the SE 1/4-SW 1/4 of said Section 10; thence run North 81° 54' 39" East for a distance of 330.00 feet to a 1/2" rebar; thence run South 00° 08' 05" West for a distance of 330.00 feet to a 5/8" rebar; thence run North 81° 54' 39" East for a distance of 592.39 feet to a 1" pipe; thence continue North 81° 54' 39" East for a distance of 25.00 feet to a point in the center of Muddy Prong Creek; thence run South 49° 39' 48" West along the centerline of said creek for a distance of 123.72 feet and the following courses: South 67° 15' 05" West for a distance of 98.25 feet; South 34° 28' 00" West for a distance of 76.15 feet; South 47° 52' 47" West for a distance of 97.82 feet; South 44° 06' 01" East for a distance of 126.64 feet; South 07° 45' 31" West for a distance of 63.92 feet; South 89° 33' 11" West for a distance of 155.87 feet; South 65° 50' 00" West for a distance of 53.57 feet; South 19° 58' 41" East for a distance of 63.03 feet; South 52° 59' 56" East for a distance of 142.00 feet; South 37° 35' 05" West for a distance of 40.89 feet; North 79° 18' 57" West for a distance of 142.67 feet; South 07° 07' 28" West for a distance of 50.32 feet; South 17° 49' 47" East for a distance of 167.50 feet; South 16° 33' 23" West for a distance of 57.84 feet; South 80° 33' 28" West for a distance of 56.77 feet; South 00° 29' 00" East for a distance of 107.48 feet; South 02° 56' 07" West for a distance of 166.77 feet; South 38° 05' 38" East for a distance of 58.41 feet; South 06° 45' 04" East for a distance of 44.52 feet; South 79° 47' 31" West for a distance of 78.45 feet; South 19° 02' 16" East for a distance of 86.89 feet; thence run South 03° 56' 06" East along said creek centerline for a distance of 126.59 feet; thence run North 81° 51' 14" East for a distance of 30.00 feet to a 1" pipe; thence continue North 81° 51' 14" East for a distance of 730.17 feet to a fence corner post; thence run South 88° 54' 11" East for a distance of 1662.43 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80 foot R.O.W.); thence run North 32° 34' 51" East along said highway boundary for a distance of 550.37 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 23° 54' 31" and a radius of 1981.67 feet; thence run a chord bearing of North 34° 12' 54" East for a chord distance of 108.30 feet to a 1/2" rebar on said curve boundary; thence run North 14° 30' 04" West for a distance of 113.06 feet to a 1" square bar; thence run North 02° 44' 44" East for a distance of 364.84 feet to a 1" square bar; thence run North 88° 28' 48" East for a distance of 429.44 feet to a 1" square bar; thence run South 23° 44' 07" West for a distance of 97.06 feet to a 1/2" rebar on aforementioned curve boundary; thence run a chord bearing of North 56° 12' 25" East for a chord distance of 311.84 feet to the POINT OF BEGINNING of herein described parcel of land.

**EXHIBIT B**  
(Existing Leases)

  
20110628000187430 30/31 \$102.00  
Shelby Cnty Judge of Probate, AL  
06/28/2011 09:02:54 AM FILED/CERT

None.

**EXHIBIT C**

(Permitted Encumbrances)

  
20110628000187430 31/31 \$102.00  
Shelby Cnty Judge of Probate, AL  
06/28/2011 09:02:54 AM FILED/CERT

1. The Mortgage.
2. Permitted Encumbrances listed in Exhibit C to the Mortgage.