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Shelby Cnty Judge of Probate, AL  
05/11/2012 11:49:46 AM FILED/CERT

**This instrument was prepared by and  
when recorded should be returned to:**

Steven L. Kennedy, Esq  
Seyfarth Shaw LLP  
1075 Peachtree Street, N.E., Suite 2500  
Atlanta, Georgia 30309

**Source of Title:**

**Deed Book LR201210, Page 718, Jefferson County, AL  
Inst. # 20120104000004900, Shelby County, AL**

**NOTICE: This Property is subject to Declaration of  
Protective Covenants, Agreements, Easements, Charges  
and Liens for Riverchase (Business), as recorded in Shelby  
Misc. Book 13, Page 50, refiled in Birmingham 1236, Page  
881, and refiled in Bessemer Real 348, Page 837, as  
amended by Amendment No. 1 to Declaration as recorded  
in Shelby Misc. Book 15, Page 189, refiled in Birmingham  
Real 1294, Page 30 and refiled in Bessemer Real 348, Page  
875, further amended by Amendment No. 2 in Shelby Misc.  
Book 19, Page 633, refiled in Birmingham Real 1437, Page  
570 and refiled in Bessemer Real 1437, Page 878.**

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**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the \_\_\_\_ day of May, 2012, by **VISTA COMMUNITIES VENTURE, LLC**, a Delaware limited liability company (hereinafter referred to as "Assignor"), with an address of c/o Crowne Properties, Inc., 505 North 20th Street, Suite 1015, Birmingham, Alabama, 35203, Attn: Alan Z. Engel, in favor of **SUNTRUST BANK**, a Georgia banking corporation (hereinafter referred to as "Lender") with an address of Mail Code GA-ATL-0081, 1155 Peachtree Street, Suite 300, Atlanta, Georgia, 30309;

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby (i) grant, transfer and immediately and absolutely assign to Lender, its successors and assigns, all of the right, title and interest of Assignor

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**THIS ASSIGNMENT IS FILED AS ADDITIONAL SECURITY FOR THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT, WHICH IS BEING RECORDED SIMULTANEOUSLY HERewith. ALL ALABAMA MORTGAGE TAXES DUE ON THE NOTE SECURED BY THIS ASSIGNMENT HAVE BEEN PAID AND AFFIXED TO THE RECORDED MORTGAGE AND SECURITY AGREEMENT SECURING SAID NOTE.**

in and to the rents (and payments in lieu of rents), income and profits arising from the Premises (as hereinafter defined) and (ii) collaterally assign, grant and transfer to the Lender all of Assignor's remaining interests as "Landlord" or "Lessor" in and to those certain lease agreements, tenant contracts, occupancy agreements and rental agreements (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of Assignor, as "Landlord" or "Lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of that certain tract or parcel of land or the space in the improvements now or hereafter located on said tract or parcel of land (hereinafter referred to as the "Premises") lying and being in Jefferson County and Shelby County, Alabama, the Premises being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof. The assignment of rents, income and profits arising from the Premises as hereinabove provided is intended by Assignor and Lender to create, and shall be construed to create, an absolute assignment to Lender, subject only to the terms and provisions hereof, and not as an assignment as security for the indebtedness and obligations hereinbelow described. This Assignment is effective immediately.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the "Indebtedness"):

(a) Any and all indebtedness and obligations evidenced by that certain Promissory Note dated on or about the date hereof, executed by Assignor, payable to the order of Lender at Lender's office in Atlanta, Georgia, or at such other place as the holder may from time to time require, in the maximum principal sum of THIRTY-EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$38,500,000.00) (hereinafter, together with all renewals, extensions, modifications and amendments thereof, being referred to as the "Note");

(b) Any and all indebtedness and obligations evidenced and secured by that certain Mortgage and Security Agreement dated as of even date herewith, executed by Assignor in favor of Lender to be recorded in the official records of Jefferson County and Shelby County, Alabama (hereinafter, together with all modifications and amendments thereof, referred to as the "Mortgage");

(c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Premises or the lien of the Mortgage on the Premises, or for taxes or insurance premiums as provided in the Mortgage;

(d) The full and prompt payment and performance of all indebtedness and obligations of Assignor to Lender under or pursuant to that certain Loan Agreement





between Assignor and Lender dated of even date herewith (together with all amendments, modifications, consolidations and restatements thereof, hereinafter collectively referred to as the "Loan Agreement") including, without limitation, the obligation to complete the improvements described in the Loan Agreement, fully paid for, and free and clear of all mechanics' and materialmen's liens, together with all modifications and amendments thereto; and

(e) The full and prompt payment and performance of each obligation, covenant and agreement of Borrower contained herein or in the Note or in the Mortgage or any other document or instrument evidencing, securing or relating to the indebtedness secured thereby (the Note, the Mortgage, the Loan Agreement and said other instruments and documents being hereinafter collectively referred to as the "Loan Documents").

Assignor and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the Indebtedness; (ii) the terms of the Note, the Mortgage, the Loan Agreement, this Assignment or any other Loan Document may be modified; and (iii) additional security may be given by Assignor; all without altering or affecting the security interest created by this Assignment in favor of the holder of any junior encumbrance, grantee, purchaser or other person, or any person acquiring or holding an interest in the Leases or the Premises or any portion thereof and without altering or releasing the obligations of Assignor under the Note, the Mortgage, this Assignment or the other Loan Documents. Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be canceled and surrendered as hereinafter provided.

Assignor and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Mortgage or the other Loan Documents:

## ARTICLE I

1.01 Warranties of Assignor. Assignor hereby warrants unto Lender that as of the date hereof:

- (a) Assignor is the absolute owner of the entire lessor's interest in the Leases;
- (b) Assignor has made no assignment of any of the rights of Assignor under any of the Leases, other than this Assignment;
- (c) Assignor has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, exercising its remedies under any of the provisions of this Assignment;
- (d) Assignor has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof except for security deposits;



(e) So far as is known to Assignor, there are no defaults on the part of the landlord under any of the Leases and, except as disclosed to Lender, the number of Leases in default at the Property do exceed the number that would be typical in the ordinary course of operating a comparable residential apartment project;

(f) Assignor is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Assignor under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment; and

(g) No action has been brought or, so far as is known to Assignor, is threatened, which in any way would interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations contained in this Assignment and in the Leases.

(h) The Leases are in full force and effect and the terms and conditions of the Leases are fully in compliance with all requirements respecting the Leases as set forth in the Loan Agreement.

1.02 Covenants of Assignor. Assignor hereby covenants with Lender that:

(a) Assignor will (i) fulfill, perform and observe each and every material condition and covenant of Assignor contained in any of the Leases in accordance with the provisions thereof, in all material respects; (ii) give prompt notice to Lender of any legal pleading filed by any Tenant under any of the Leases, together with a complete copy of any such pleading; (iii) except as may be otherwise determined by Assignor in the sound exercise of its business judgment with respect to any residential lease, at no cost or expense to Lender, use commercially reasonable efforts to enforce the performance and observance of each and every material covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (iv) appear in and defend or settle any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Assignor as the "Landlord" or "Lessor" thereunder or of the Tenant or any guarantor thereunder; provided, however, that any such settlement shall be in writing and shall be approved in writing by Lender prior to the execution thereof by Assignor.

(b) Assignor shall not, without the prior written consent of Lender, (i) enter into any Leases unless the same is on a lease form previously approved by Lender; (ii) except as may be determined as necessary by Assignor in the sound exercise of its business judgment with respect to any residential lease, terminate or accept the surrender of any of the Leases prior to the expiration thereof unless the Tenant thereunder shall have materially defaulted; (iii) except as may be determined as necessary by Assignor in the sound exercise of its business judgment with respect to any residential lease, waive or release any Tenant from the performance or observance of any material obligation or condition of its Lease; or (iv) permit to be made any prepayment of



any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits). Notwithstanding the foregoing, Borrower, exercising reasonable business judgment with respect to a residential tenant, shall have the right to accept a prepayment of rent and fees for up to ninety (90) days, provided that the total units with respect to which Borrower has then outstanding prepayments of rents and fees in excess of ninety (90) day shall not at any time exceed a total of twenty (20) residential units.

(c) Assignor shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to this Assignment or any assignment concerning the Indebtedness.

(d) Assignor shall furnish to Lender quarterly as of March 31, June 30, October 31 and December 31 of each year, within forty-five (45) days after the period to which they relate, a rent roll setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Assignor's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements.

(e) Assignor shall take no action which shall cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Assignor in the Premises or any portion thereof.

(f) Acceptance of this Assignment shall not be construed as an assumption by Lender of any of the Leases and, subject to the terms of this paragraph, Lender shall not be obligated to perform or discharge any obligation of Assignor under any of the Leases, and Assignor agrees to, and does hereby indemnify and hold Lender harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, reasonable attorney's fees and expenses actually incurred) which Lender may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment or any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from (i) any action or omission of Lender or other purchaser which occurs (A) subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises, or (B) after the date of repayment of the Indebtedness, or (ii) any negligent or intentional act of Lender.

(g) Assignor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Lender upon receipt of written demand from Lender, indicating that Lender is the holder of the Mortgage and that an Event of Default has occurred thereunder, to so pay the same.



(h) Upon request of Lender, Assignor shall deliver Lender certified copies of all Leases then in effect.

(i) Upon request of Lender, Assignor shall deliver to Lender copies of any and all amendments to any of the Leases, whether or not the prior written consent of Lender is required, after full execution by Assignor and such Tenant.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Assignor that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default (as hereinafter defined) on the part of Assignor, Assignor shall have a revocable license to collect, but not more than one (1) month prior to accrual (except for security deposits), all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy such rents, issues and profits from the Premises. Upon the occurrence of any Event of Default, the license of Assignor to collect rents shall ipso facto, and without notice, immediately and automatically cease and be revoked. Unless and until the license is so revoked, Assignor agrees to apply the rents, issues and profits from the Premises to the payment of debt service on the Indebtedness due and payable at that time and the payment of taxes, assessments, and operating and maintenance charges relating to the Premises which are due and payable (and not being contested in accordance with Section 1.03 of the Mortgage) at the time of collection of such rents, issues and profits before using same for any other purpose.

(b) Upon the filing by Lender in the official records of Jefferson County and Shelby County, Alabama of a full release of the Mortgage without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall likewise be cancelled without the necessity of any further act by Lender.

## ARTICLE II

2.01 Event of Default. The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any "Default" or "Event of Default" under the provisions of the Note, the Mortgage, or any of the other Loan Documents beyond any applicable notice and cure period;

(b) Failure by Assignor to duly observe any material covenant, condition or agreement of this Assignment or of any of the other Loan Documents, and the failure by Assignor to cure such default in accordance with the provisions of the Mortgage or the other Loan Documents regarding curing of defaults; or



(c) The material breach of any warranty by Assignor contained in this Assignment, or if any representation or certification made or agreed to be made herein shall prove to be materially false or materially misleading at the time made and absent fraud or material misrepresentation by Assignor, the same is curable but is not cured within the notice and cure provision period set forth in the Mortgage or the other Loan Documents.

2.02 Remedies. Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note, the Mortgage, and the other Loan Documents, and not in substitution for or derogation thereof, Lender shall become immediately entitled to all rents, income and profits arising from the Premises and may without notice to or demand on Assignor other than as may be otherwise provided herein (i) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed upon ex parte motion to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Alabama, all without becoming a mortgagee-in-possession; (ii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iii) proceed to perform any and all obligations of Assignor under any of the Leases and exercise any and all rights of Assignor therein contained as fully as Assignor itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iv) make, enforce, modify and accept the surrender of any of the Leases; (v) evict the Tenant under any of the Leases following default by the Tenant thereunder or obtain tenants for other space within the Premises; (vi) fix or modify rent; and (vii) do all of the acts which Lender may deem necessary, desirable or proper to protect the security created by this Assignment. Assignor hereby acknowledges and agrees that the intent of this Assignment is to empower Lender to undertake any, all or any combination of the actions hereinabove set forth in this Paragraph 2.02 without notice to Assignor except as specifically provided herein or in the other Loan Documents. If an Event of Default shall have occurred and be continuing, Assignor does hereby specifically authorize Lender, in the name of Assignor or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Lender may deem necessary or desirable, (y) the cost of alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Lender in its sole discretion may determine. Entry upon and taking possession of the Premises and the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any Default or Event of Default, or prohibit the taking of any action by Lender under the Note, the Mortgage, the Loan Agreement, this Assignment or any other Loan Documents or at law or in equity to enforce payment of the



Indebtedness secured hereby or to realize on any other security. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

2.03 Continuing Assignment. This Assignment shall run with the land and be good and valid as against Assignor or those claiming by, under, or through Assignor from the date of this instrument. This Assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce the Loan Documents. In the event of a sale or foreclosure which shall result in a deficiency, this Assignment shall stand as security during the redemption period for the payment of said deficiency.

### ARTICLE III

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Assignor" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Assignor or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. Assignor and Lender hereby acknowledge and agree that this Assignment and the obligations created hereunder are made and intended as a contract under the laws of the State of Alabama, and are to be governed by and interpreted in accordance with the laws of the State of Alabama, and are to be construed and enforced in accordance with the laws of the State of Alabama.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.



3.07 Cumulative Remedies. The remedies herein provided shall be in addition and not in substitution for the rights and remedies vested in Lender in or by any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.

3.08 Further Assurance. At any time and from time to time, upon request by Lender, Assignor will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other instruments in forms reasonably acceptable to Borrower as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Assignor under this Assignment or (b) the interest created by this Assignment as a first and paramount interest in and to the Leases and the rents, issues and profits from the Premises.

3.09 Notices. All notices, requests, elections, demands and other communications permitted or required to be made herein shall be given in accordance with the provisions for giving notice set forth in the Mortgage.

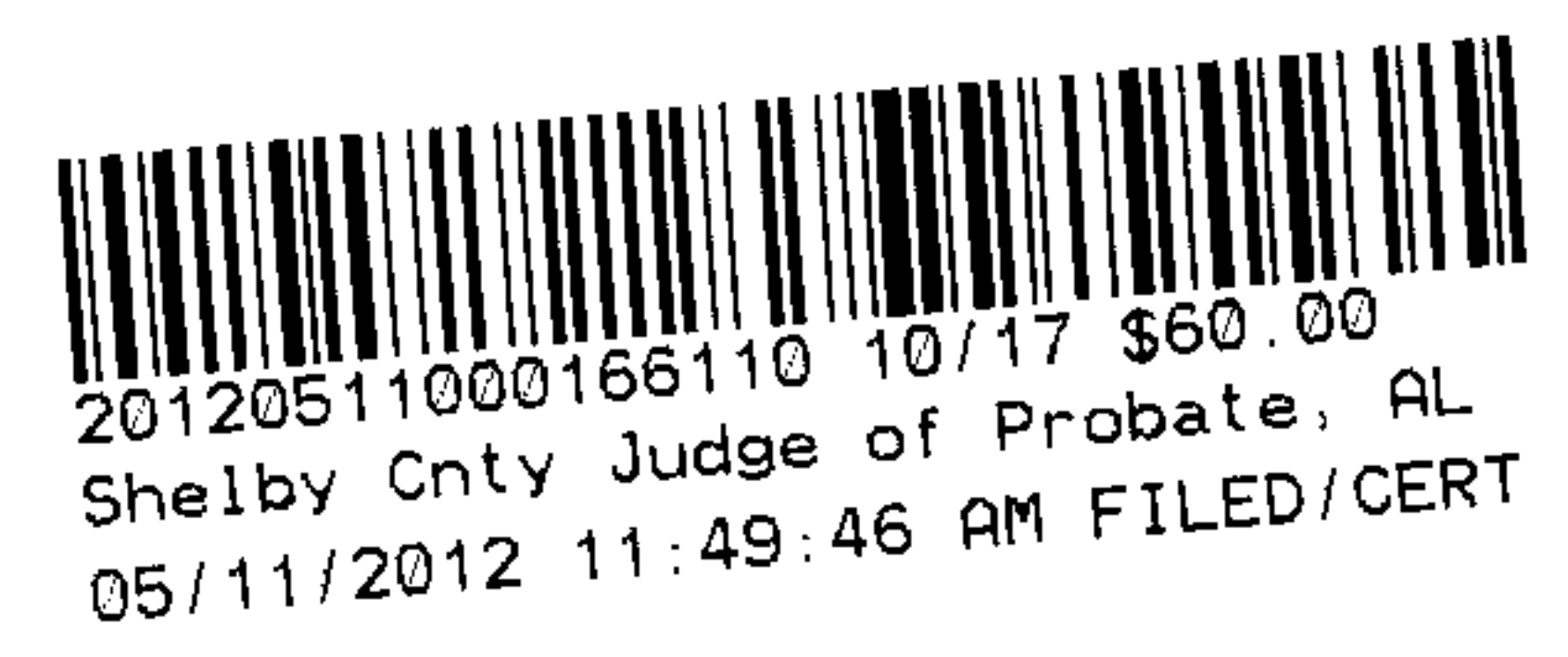
3.10 Cross-Default. An Event of Default by Assignor under this Assignment shall constitute an Event of Default under all other Loan Documents.

3.11 No Obligations Imposed Upon Lender. Nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Lender with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant, or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant, or other party shall have been thereby terminated. Unless and until Lender actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Assignor prior to such actual entry and taking possession by Lender or by a receiver on behalf of Lender. In the event of any such entry into and taking possession of the Premises by Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.



3.12 Inconsistencies. To the extent the terms of the Loan Agreement and the terms of this Assignment are inconsistent, the terms of the Loan Agreement shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]





IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the date and year first above written.

**ASSIGNOR:**

**VISTA COMMUNITIES VENTURE, LLC,**  
a Delaware limited liability company

By: Crowne Hoover Associates, Limited  
Partnership, a Delaware limited partnership,  
its Manager

By: Crowne Hoover 150, LLC  
a Delaware limited liability company  
its General Partner

By: [Signature]  
Name: Alan Z. Engel  
Title: Manager

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that Alan Z. Engel whose is the Manager of Crowne Hoover 150, LLC, a Delaware limited liability company, as General Partner of Crowne Hoover Associates, Limited Partnership, a Delaware limited partnership, as Manager of VISTA COMMUNITIES VENTURE, LLC, a Delaware limited liability company, is signed to the foregoing Assignment of Leases and Rents, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Leases and Rents, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and seal of office this 3<sup>rd</sup> day of May, 2012.

[Signature]  
Notary Public

My commission expires: 9/20/14

[Affix notarial seal or stamp]

[Assignment of Leases and Rents]



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL I:

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

All that tract or parcel of land being Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, Page 35 in the Probate Office of Jefferson County, Alabama, Bessemer Division and being located in Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows,

Commencing at 1/2 inch capped rebar found (SAIN CA 00279) at the locally accepted Northeast Corner of the SE 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama; thence leaving the aforesaid 1/4-1/4 corner run with the east line of said 1/4-1/4 Section, South 00°07'29" West, for a distance of 282.59 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54) and the POINT OF BEGINNING.

Thence from said POINT OF BEGINNING as thus established and continuing along the east line of said 1/4-1/4 section,

1. South 00°09'01" West, 285.37 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54); thence leaving the east line of said 1/4-1/4 section and run
2. South 51°24'10" West, 485.54 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Weygand CA 54); thence,
3. South 38°15'14" East, 172.59 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
4. South 24°07'17" East, 344.84 feet to a corner of Lot 4-A located 0.39' east of a 1 inch open top pipe found; thence,
5. South 88°52'14" East, 130.18 feet to a corner of Lot 4-A marked by a 1 inch open top found at the locally accepted Northeast Corner of the NE 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 3 West; thence, leaving the aforesaid 1/4-1/4 section and run with the east line of said 1/4-1/4 Section
6. South 00°24'25" East, 92.39 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found; thence, leaving the east line of said 1/4-1/4 and run



7. North 73°33'14" West, 167.36 feet to a corner of Lot 4-A marked by a power pole found; thence,
8. North 76°06'34" West, 122.30 feet to a corner of Lot 4-A marked by a power pole found; thence,
9. South 61°51'26" West, 303.45 feet to a corner of Lot 4-A marked by a power pole found; thence,
10. South 45°01'21" West, 233.45 feet to a corner of Lot 4-A; thence,
11. South 44°19'45" West, 246.90 feet to a corner of Lot 4-A marked by a power pole found; thence,
12. South 40°27'13" West, 255.36 feet to a corner of Lot 4-A marked by a power pole found; thence,
13. South 43°50'39" West, 166.14 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence
14. South 46°10'15" East, 38.94 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found inside of a 2 inch open top pipe; thence
15. South 50°11'19" West, 121.11 feet to a corner of Lot 4-A marked by a 1/2 inch rebar found; thence,
16. South 81°31'25" West, 51.08 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS) on the Easterly right-of-way of Galleria Woods Drive (having a variable right-of-way); thence, run with the aforesaid right-of-way
17. 310.01 feet along the arc of a curve deflecting to the left, having a radius of 513.88 feet and a chord bearing and distance of North 04°59'16" East, 305.33 feet to a point 0.60 feet northeast of a 1/2 inch rebar found; thence,
18. North 12°17'41" West, 102.00 feet to a point 0.62 feet southeast of a Railroad Spike found; thence,
19. 243.06 feet along the arc of a curve deflecting to the right, having a radius of 316.51 feet and a chord bearing and distance of North 09°42'19" East, 237.13 feet to a point 0.34 feet southeast of a disturbed 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
20. North 31°42'19" East, 115.00 feet to a point 0.33 feet southeast of a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
21. 109.02 feet along the arc of a curve deflecting to the right, having a radius of 333.13 feet and a chord bearing and distance of North 41°04'49" East, 108.53 feet to a point 0.33 feet north east of a Railroad Spike found; thence,
22. 236.34 feet along the arc of a curve deflecting to the left, having a radius of 237.43 feet and a chord bearing and distance of North 21°56'20" East, 226.70 feet to a point; thence,
23. 173.91 feet along the arc of a curve deflecting to the left, having a radius of 237.43 feet and a chord bearing and distance of North 27°33'40" West, 170.05 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
24. North 48°32'41" West, 51.07 feet to a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence, leaving the aforesaid right-of-way
25. North 63°00'40" East, 184.19 feet to a corner of Lot 4-A to an iron pin set; thence,
26. North 86°16'41" East, 58.05 feet to a corner of Lot 4-A marked by a 1/2 inch rebar (disturbed) found; thence,
27. North 60°54'49" East, 115.53 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,



28. North 61°31'23" East, 200.90 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
29. North 33°15'50" East, 216.94 feet to a corner of Lot 4-A located 0.72' northwest of a 1/2 inch rebar (disturbed) found; thence,
30. North 33°20'50" West, 22.51 feet to a corner of Lot 4-A marked by a 1/2 inch rebar (disturbed) found; thence,
31. North 66°46'38" East, 192.03 feet to a corner of Lot 4-A located 1.05 feet southeast of a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
32. North 42°25'02" East, 418.61 feet to a corner of Lot 4-A marked by a 1/2 inch capped rebar found (Paragon CA 0082 LS); thence,
33. South 46°44'25" East, 100.21 feet to the POINT OF BEGINNING, containing 939,936 square feet or 21.578 acres of land more or less.

PARCEL II:

Lot 3, Crowne Resurvey of Galleria Woods, First Addition as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

Lot 3, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama.

Beginning at a 1/2-inch capped (CA-0082) rebar found on the southeasterly right-of-way of Galleria Woods Drive (60-foot right-of-way) at the most northerly corner of said Lot 3, thence departing said right-of-way, South 29 degrees 32 minutes 20 seconds East, a distance of 96.35 feet 1/2-inch capped (CA-0082) rebar found; thence South 01 degrees 35 minutes 23 seconds East, a distance of 380.42 feet 3/4-inch rebar found; thence South 36 degrees 41 minutes 02 seconds East, a distance of 101.92 feet 1/2-inch open top pipe found; thence South 40 degrees 25 minutes 11 seconds East, a distance of 742.13 feet to a point in the center of the Cahaba River; thence continuing along the center of said river for the following four courses: South 45 degrees 27 minutes 46 seconds West, a distance of 398.78 feet point; thence South 58 degrees 12 minutes 06 seconds West, a distance of 148.47 feet point; thence South 52 degrees 23 minutes 46 seconds West, a distance of 360.68 feet point; thence South 42 degrees 28 minutes 59 seconds West, a distance of 249.68 feet point located at the intersection of the centerline of the Cahaba River with the centerline of Patton Creek and also being the most southerly corner of said Lot 3; thence continuing along the centerline of said Patton Creek the following six courses: North 50 degrees 36 minutes 46 seconds West, a distance of 117.22 feet point; thence North 29 degrees 41 minutes 07 seconds West, a distance of 277.86 feet point; thence North 32 degrees 50 minutes 01 seconds



West, a distance of 127.54 feet point; thence North 32 degrees 46 minutes 05 seconds West, a distance of 134.05 feet point; thence North 26 degrees 48 minutes 30 seconds West, a distance of 311.12 feet point; thence North 32 degrees 50 minutes 56 seconds West, a distance of 142.03 feet point; thence departing said centerline of Patton Creek and running along the northwesterly line of said Lot 3, North 46 degrees 45 minutes 19 seconds East, a distance of 24.66 feet point; thence North 46 degrees 45 minutes 19 seconds East, a distance of 1011.53 feet 1/2-inch capped (CA-0082) rebar found; thence North 01 degrees 51 minutes 18 seconds East, a distance of 95.24 feet 1/2-inch capped (CA-54) rebar found located on the south right-of-way line of said Galleria Woods Drive; thence continuing with said right-of-way the following three courses: along a curve to the left having an arc length of 93.61 feet, with a radius of 50.00 feet, at a chord bearing of North 38 degrees 21 minutes 12 seconds East, for a chord length of 80.52 feet to a point; thence along a curve to the right having an arc length of 20.75 feet, with a radius of 25.00 feet, at a chord bearing of North 08 degrees 30 minutes 09 seconds East, for a chord length of 20.16 feet to a 5/8-inch capped rebar found; thence along a curve to the right having an arc length of 66.52 feet, with a radius of 320.70 feet, at a chord bearing of North 38 degrees 16 minutes 15 seconds East, for a chord length of 66.40 feet to a 1/2-inch capped (CA-0082) rebar found, and the POINT OF BEGINNING.

LESS AND EXCEPT that parcel shown as "Jefferson County San. Pump Sta." on a map of Crowne Resurvey of Galleria Woods, First Addition recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama, more particularly described as follows: Commencing at a 1/2-inch capped (CA-0082) rebar found on the southeasterly right-of-way of Galleria Woods Drive (60-foot right-of-way) at the most northerly corner of said Lot 3, thence departing said right-of-way, South 29 degrees 32 minutes 20 seconds East, a distance of 96.35 feet 1/2-inch capped (CA-0082) rebar found; thence South 01 degrees 35 minutes 23 seconds East, a distance of 380.42 feet 3/4-inch rebar found; thence South 36 degrees 41 minutes 02 seconds East, a distance of 101.92 feet 1/2-inch open top pipe found; thence along a tie line South 05 degrees 45 minutes 43 seconds West, a distance of 540.35 feet to a 1/2-inch rebar found, said 1/2-inch rebar found being the TRUE POINT OF BEGINNING; thence South 32 degrees 34 minutes 29 seconds East, a distance of 100.59 feet to a 1/2-inch rebar found; thence South 57 degrees 34 minutes 31 seconds West, a distance of 219.85 feet to a 5/8-inch rebar found; thence North 32 degrees 42 minutes 49 seconds West, a distance of 100.54 feet to a 3-inch crimp top pipe found; thence North 57 degrees 33 minutes 49 seconds East, a distance of 220.09 feet to a 1/2-inch rebar found, and the POINT OF BEGINNING.

Said tract of land contains 28.206 acres.

### PARCEL III:

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Birmingham Map Book 178, page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded in Bessemer Real 1025, page 508 in the Probate Office of Jefferson County, Alabama.



Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

**Said property being further described by the surveyed legal description as follows:**

All that tract or parcel of land being Lot 2, Crowne Resurvey of Galleria Woods, as recorded in Map Book 29, page 70, in the Probate Office of Jefferson County, Alabama, Bessemer Division and being located in Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows.

Commencing at intersection of the southern right-of-way of Alabama State Highway 150 a.k.a. John Hawkins Parkway (having an apparent variable right-of-way) and the western right-of-way of Galleria Woods Drive (having a variable right-of-way); thence, leaving the aforesaid point and run with the said right-of-way of Galleria Woods Drive 1048.16 feet to the northern most corner of Lot 2 located 0.48 feet southeast of a 1/2 inch capped rebar (Weygand CA 54) and the POINT OF BEGINNING. Thence from said POINT OF BEGINNING as thus established and continuing along the said right-of-way of Galleria Woods Drive,

1. 228.02 feet along the arc of a curve deflecting to the left, having a radius of 376.51 feet and a chord bearing and distance of South 05°03'18" West, 224.55 feet to a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
2. South 12°17'41" East, 102.00 feet to a point located 0.65 feet southeast of a 1/2 inch capped rebar (Weygand CA 54); thence,
3. 447.58 feet along the arc of a curve deflecting to the right, having a radius of 453.88 feet and a chord bearing and distance of South 15°57'19" West, 429.66 feet to a point located 0.15 feet southeast of a 1/2 inch rebar found; thence,
4. 88.04 feet along the arc of a curve deflecting to the left, having a radius of 380.71 feet and a chord bearing and distance of South 37°34'50" West, 87.84 feet to a point; thence,
5. 17.06 feet along the arc of a curve deflecting to the right, having a radius of 25.00 feet and a chord bearing and distance of South 50°30'19" West, 16.73 feet to a point; thence,
6. 137.94 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing and distance of South 08°58'43" East, 98.17 feet to a 1/2 inch capped rebar found (Weygand CA 54); thence, leaving the aforesaid right-of-way of Galleria Woods Drive
7. South 01°51'18" West, 95.24 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
8. South 46°45'19" West, 1011.53 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence,
9. North 37°31'56" West, 59.13 feet to a corner of Lot 2; thence,
10. North 34°01'12" West, 47.21 feet to a corner of Lot 2; thence,
11. North 32°22'31" West, 84.12 feet to a corner of Lot 2; thence,
12. North 42°29'48" West, 49.20 feet to a corner of Lot 2; thence,
13. North 66°50'46" West, 26.19 feet to a corner of Lot 2; thence,
14. North 75°26'29" West, 36.30 feet to a corner of Lot 2; thence,
15. South 81°40'46" West, 30.45 feet to a corner of Lot 2; thence,



16. South 76°10'34" West, 108.14 feet to a corner of Lot 2; thence,
17. South 78°05'33" West, 79.55 feet to a corner of Lot 2 on the west line of the SW 1/4 of the SE 1/4, Section 23, Township 19 South, Range 3 West; thence, run with the said 1/4-1/4 line
18. North 00°01'32" East, 206.82 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence, leaving the said 1/4-1/4 line
19. North 53°28'21" East, 156.04 feet to a corner of Lot 2; thence,
20. North 51°27'37" East, 131.80 feet to a corner of Lot 2; thence,
21. North 51°33'24" East, 127.74 feet to a corner of Lot 2; thence,
22. North 48°40'19" East, 67.18 feet to a corner of Lot 2; thence,
23. North 24°00'48" East, 80.26 feet to a corner of Lot 2; thence,
24. North 22°23'29" East, 104.88 feet to a corner of Lot 2; thence,
25. North 01°45'47" East, 100.93 feet to a corner of Lot 2; thence,
26. North 04°03'34" West, 55.55 feet to a corner of Lot 2; thence,
27. North 15°06'39" West, 77.79 feet to a corner of Lot 2; thence,
28. North 78°23'44" East, 406.45 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Weygand CA 54); thence,
29. North 41°57'01" East, 735.14 feet to the POINT OF BEGINNING, containing 873,420 square feet or 20.051 acre of land, more or less.

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