


This Instrument Prepared by:

Joshua L. Hartman
Hartman & Springfield
PO Box 846
Birmingham, AL 35201

STATE OF ALABAMA
COUNTY OF SHELBY


20141209000386590 1/21 \$74.50
Shelby Cnty Judge of Probate, AL
12/09/2014 02:22:10 PM FILED/CERT

HOOVER, AL

\$500.00 VALUE

**RECIPROCAL EASEMENT AGREEMENT WITH
COVENANTS AND CONDITIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND CONDITIONS (the "Agreement") is made and entered into this 6th day of October, 2014, by and between INVESTMENT ASSOCIATES, LLC, an Alabama limited liability company, (the "Seller" or "Lot H Owner"), WORLD CLASS PROPERTIES, LLC, an Alabama limited liability company (the "Purchaser") and GALZEN ENTERPRISES, LLC, an Alabama limited liability company (the "Lot D Owner").

R E C I T A L S:

- A. The Seller is the owner of that certain real property, known as Lot C2-H of the Resurvey of Beaumont Lot C2-E, situated in the City of Hoover, County of Shelby, State of Alabama, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Lot H").
- B. The Purchaser has this date purchased from Seller that certain real property known as Lot C2-F of the Resurvey of Beaumont Lot C2-A, situated in the City of Hoover, County of Shelby, State of Alabama, as shown on Exhibit "B" attached hereto, the Resurvey of Beaumont Lot C2-A as recorded in land records of Shelby County, Alabama in Map Book 42 and Page 64 as shown on **Exhibit "B"** attached hereto and incorporated herein by this reference ("Lot F").
- C. The Lot D Owner is the owner of that certain real property, known as Lot C2-D of the Resurvey of Beaumont Lot C2-A, situated in the City of Hoover, County of Shelby, State of Alabama, as shown on Exhibit "B" attached hereto, the Resurvey of Beaumont Lot C2-A as recorded in land records of Shelby County, Alabama in Map Book 42 and Page 64 and incorporated herein by this reference ("Lot D").

- D. The parties and any future tenants, successors or assigns of the parties hereto desire to impose certain different and distinct easements upon Lot D, Lot F and Lot H (collectively hereinafter the "**Lots**"), as hereinafter defined and delineated, and to establish certain covenants and conditions with respect to Lot D, Lot F and Lot H, for the mutual and reciprocal benefit and complement of the Lots and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller, Purchaser and Lot D Owner and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

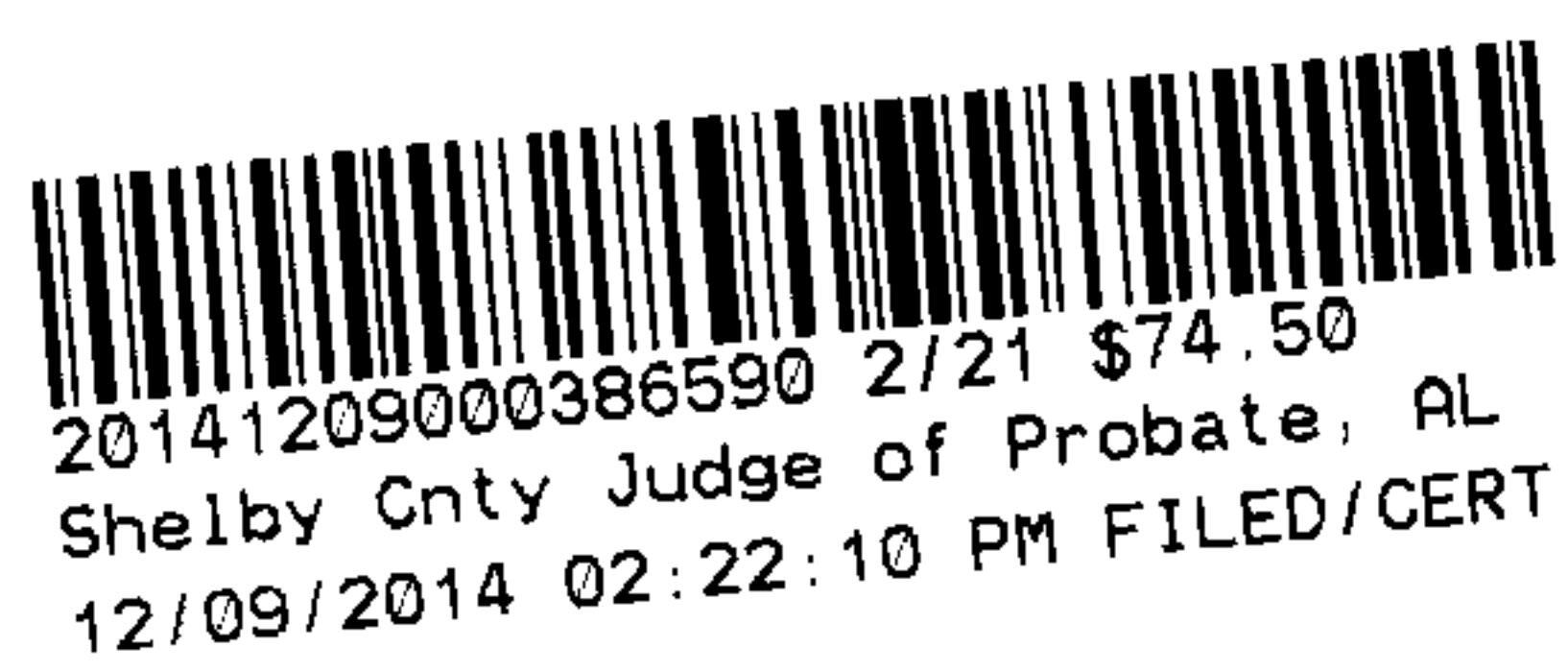
1. Definitions. For purposes hereof:

(a) The term "**Owner**" or "**Owners**" shall mean the Seller (as to Lot H), the Purchaser (as to Lot F) and the Lot D Owner (as to Lot D) any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "**Lot**" or "**Lots**" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A" and as shown on Exhibit "B" and any future subdivisions thereof.

(c) The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).

(d) The term "**Common Area**" shall mean those portions of the Lots that are within the Lot D-H Access Easement (as defined below) as particularly described on **Exhibit "C"** attached hereto or on the Lot F-H Access Easement (as defined below) as particularly described on **Exhibit "D"** attached hereto, respectively, and that are outside of exterior walls of buildings or other structures from time to time located on the Lot, and which are either unimproved, or are improved as (without limitation)



parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) The term “**Driveway**” shall mean that driveway and related driveway improvements for ingress and egress to and from the Lots, the paving, curbing, entrances and exits, as may now exist in the existing easement areas to be created below or as may be created in the future.

2. **Easements.**

2.1 **Grant of Reciprocal Access Easement on Lot D and Lot H (the “Lot D-H Access Easement”).** Subject to any express conditions, limitations or reservations contained herein, the Owners of Lot D and Lot H hereby grant, establish, covenant and agree that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement (as particularly described on **Exhibit "C"** attached hereto) which is hereby imposed upon Lot D and Lot H and all present and future Owner's and Permittees of the Lots:

Reciprocal Access Easement. An easement for reasonable access, ingress and egress over all those paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Areas of Lot D and Lot H, as identified on Exhibit "C" the "**Lot D-H Access Easement**" attached hereto including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Lots intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Lots;

2.2 **Grant of Reciprocal Access Easement on Lot F and Lot H (the “Lot F-H Access Easement”).** Subject to any express conditions, limitations or reservations contained herein, the Owners of Lot F and Lot H hereby grant, establish, covenant and agree that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement (as particularly described on **Exhibit "D"** attached hereto) which is hereby imposed upon Lot D and Lot H and all present and future Owner's and Permittees of the Lots:

Reciprocal Access Easement. An easement for reasonable access, ingress and egress over all those paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Areas of Lot F and Lot H, as identified on Exhibit "D" the "**Lot F-H Access Easement**" attached hereto including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common

Area of such Lots intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Lots;

2.3 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner. In the event an Owner shall be an agency, designee, assignee or representative of the federal government, whether by foreclosure, operation of law, or otherwise, the Owner(s) having rights with the respective easements granted hereby agree to waive their rights to enforce such provisions of this indemnification to the extent the enforcement of such rights shall violate the federal Anti-Deficiency Act and Adequacy of Appropriations Act or until the acts are changed to create an exception for such indemnification.

2.3 Insurance. Each party agrees that during the term of this Agreement and thereafter it will keep in force and effect commercial general liability, including contractual liability insurance, with minimum primary policy limits of not less than one million dollars (\$1,000,000) per occurrence; and with minimum excess or umbrella policy limits of not less than two million dollars (\$2,000,000) per occurrence insuring against personal injury, bodily injury and property damage. All insurers shall be admitted carriers in the state in which the Lots are physically located. This insurance shall in no way limit each parties obligation to indemnify completely the Indemnitees under Paragraph 2.3 of this Agreement.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easement set forth in Section 2.1 or Section 2.2 above, or to prosecute work on such Owner's own Lot if the same interferes with ingress, egress or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of

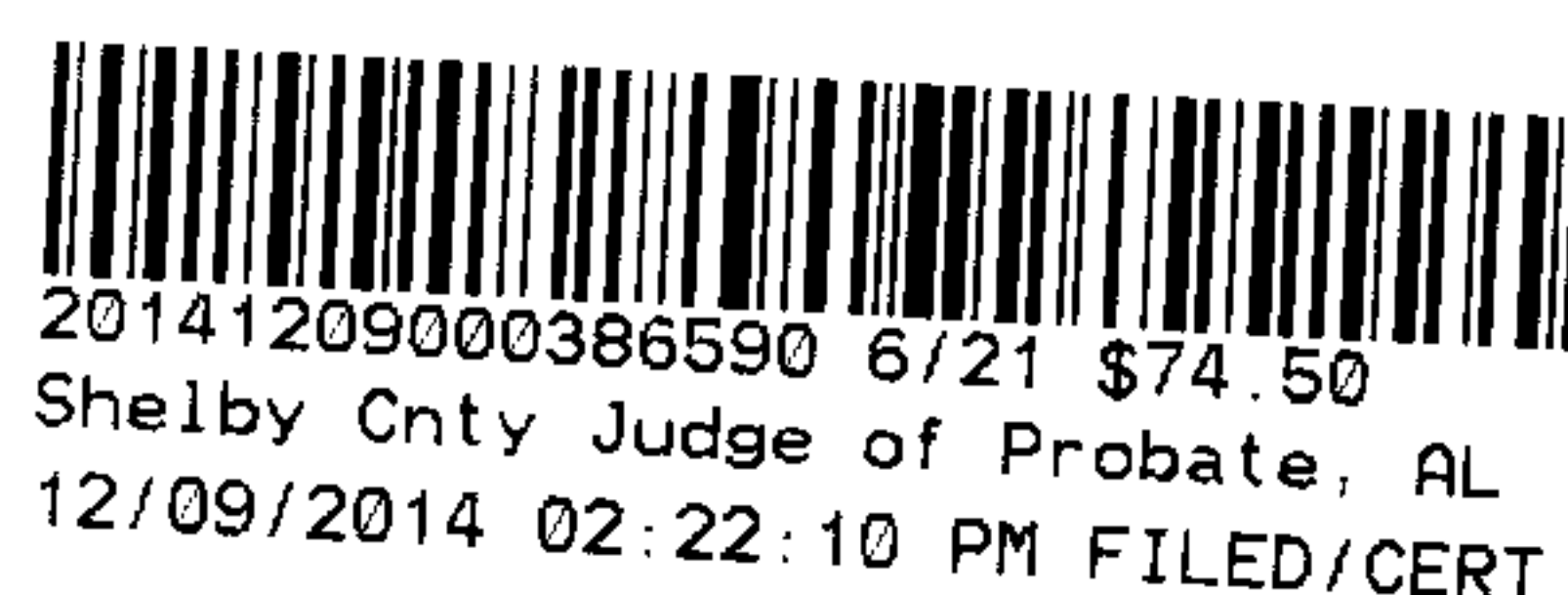
the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of any Lot or its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the other Lot Owners) which is not of an emergency nature unless the Owner of the other Lots shall consent thereto.

3. Maintenance of Access Easements.

3.1 Lot D-H Access Easement Maintenance. The Owners of Lot D, Lot F and Lot H shall each work together in good faith to maintain the Lot D-H Access Easement and Common Areas in a commercially reasonable manner so as to keep the easement in good order and condition at all times. Each owner shall contribute an equal share of 33.33% of all costs to maintain the easement area; provided, Seller shall reimburse Purchaser for any damages caused to the Permanent Access Drive caused by Seller or Seller's Permittees. The Owner's maintenance obligations shall include, without limitation, maintaining and repairing the surface of the Permanent Access Drive, removing all papers, debris and other refuse from and periodically sweeping the Permanent Access Drive, and performing any and all other duties as are necessary to maintain the Permanent Access Drive in a safe and orderly condition.

3.2 Lot F-H Access Easement Maintenance. The Purchaser shall maintain the Lot F-H Access Easement, at Purchaser's cost and expense, in good order and condition at all times; provided, Seller shall reimburse Purchaser for any damages caused to the Permanent Access Drive caused by Seller or Seller's Permittees. Purchaser's maintenance obligations shall include, without limitation, maintaining and repairing the surface of the Lot F-H Access Easement, removing all papers, debris and other refuse from and periodically sweeping the Permanent Access Drive, and performing any and all other duties as are necessary to maintain the Permanent Access Drive in a safe and orderly condition. Upon the development of Lot H, and upon the utilization of the Lot F-H Access Easement by Lot H, the Purchaser hereby reserves the right to seek reimbursement from the Seller or the then current owner for one half of the maintenance of the Driveway and Access Opening.

4. **Taxes and Assessments.** Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.
5. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot D, Lot F or Lot H. No easements, except (i) those expressly set forth in paragraph 2.1 and 2.2, and/or (ii) an easement over the Lots so as to enable the construction of the Driveway and other improvements required for the initial development by the Owner of Lot F, shall be implied by this Agreement.
6. **Remedies and Enforcement.**
- 9.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 9.2 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 9.3 **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- 9.4 **Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of paragraphs 2 or 3 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 or 3 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraph 2 and/or 3 of this Agreement.
7. **Term.** The easements, covenants, conditions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office



of the Shelby County Probate Judge and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Lots D, Lot F and Lot H in accordance with paragraph 8.2 hereof.

8. Miscellaneous.

8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.2 Amendment.

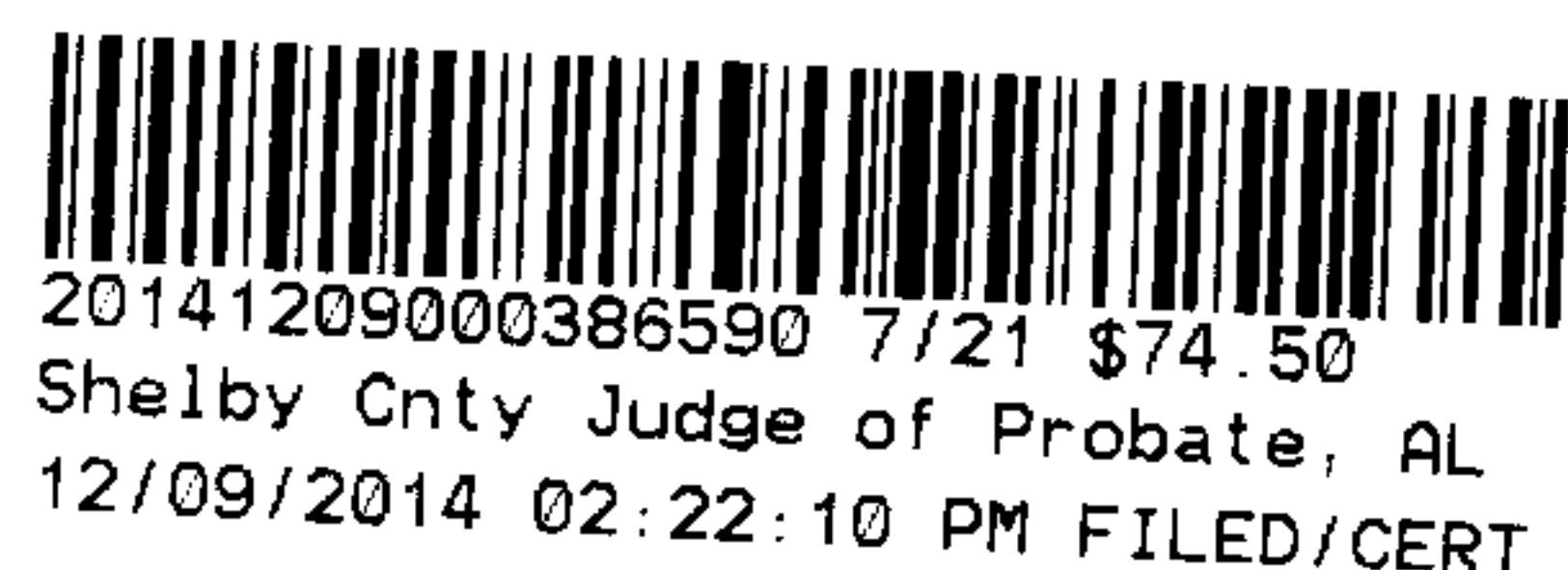
(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Shelby County Probate Court.

8.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing

8.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

8.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

8.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.



8.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8.8 Separability. Each provision of this Agreement and the application thereof to Lot D, Lot H and Lot F are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

8.9 Time of Essence. Time is of the essence of this Agreement.

8.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The notice addresses of the Seller and Purchaser are as follows:

Seller: INVESTMENT ASSOCIATES, LLC
Jonathan Belcher
3545 Market Street
Hoover, AL 35226
Fax: 205.989-8884



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Shelby Cnty Judge of Probate, AL
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With copy to:

Hartman & Springfield
Joshua L. Hartman
PO Box 846
Birmingham, AL 35201
josh@hartmanspringfield.com
Fax: 205.879.5903

Purchaser: World Class Properties, LLC
Mr. Justin Scarsella
5021 Eagle Crest Road
Birmingham, AL 35242
Fax: _____
Email: _____

Lot D Owner: Gallen Enterprises, LLC
Ms. Tammy Rogers

Fax: _____
Email: _____

8.12 Governing Law. The laws of the State in which the Lots are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

8.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

8.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

8.15 Counterparts. This Agreement may be signed in several counterparts and, together, shall constitute one document. Facsimile copies of signatures or digitally scanned signatures are acceptable to evidence a complete Agreement.

[SIGNATURE PAGES TO FOLLOW]



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

INVESTMENT ASSOCIATES, LLC,
an Alabama limited liability company,

By **NSH CORP.**, an Alabama Corporation
and the sole member of Investment
Associates, LLC,

By: "see attached"
Name: Jonathan Belcher
Its: President

PURCHASER:

WORLD CLASS PROPERTIES, LLC,
an Alabama limited liability company,

By: "see attached"
Name: Justin Scarsella
Title: _____

LOT D OWNER:

GALLEN ENTERPRISES, LLC,
an Alabama limited liability company,

By: Tammy Rogers
Name: Tammy Rogers
Title: Owner, Member



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INVESTMENT ASSOCIATES, LLC,
an Alabama limited liability company,

By **NSH CORP.**, an Alabama Corporation
and the sole member of Investment
Associates, LLC,

By: _____

Name: Jonathan Belcher
Its: President

PURCHASER:

WORLD CLASS PROPERTIES, LLC,
an Alabama limited liability company,

By: "see attached"

Name: Justin Scarsella

Title: _____

LOT D OWNER:

GALLEN ENTERPRISES, LLC,
an Alabama limited liability company,

By: "see attached"

Name: Tammy Rogers

Title: _____



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INVESTMENT ASSOCIATES, LLC,
an Alabama limited liability company,

By **NSH CORP.**, an Alabama Corporation
and the sole member of Investment
Associates, LLC,

By: "see attached"
Name: Jonathan Belcher
Its: President

PURCHASER:

WORLD CLASS PROPERTIES, LLC,
an Alabama limited liability company,

By: [Signature]
Name: Justin Scarsella

Title: Member

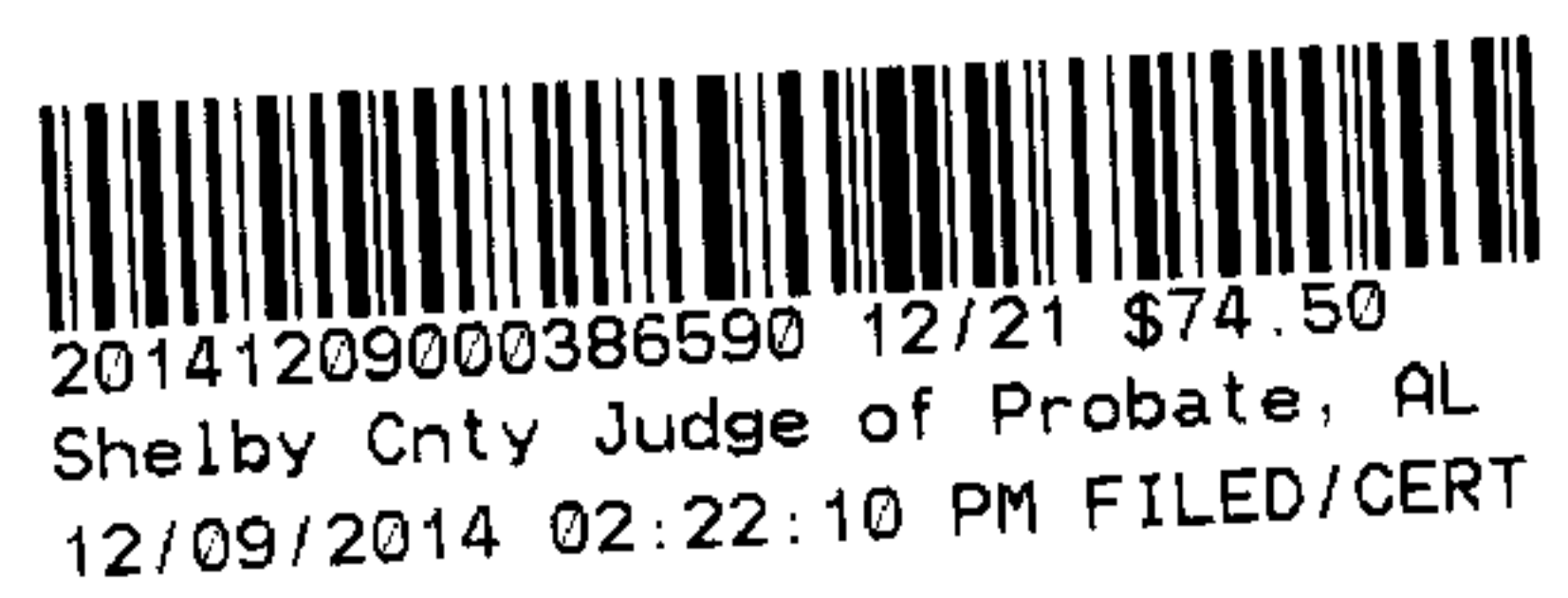
LOT D OWNER:

GALLEN ENTERPRISES, LLC,
an Alabama limited liability company,

By: "see attached"

Name: Tammy Rogers

Title: _____



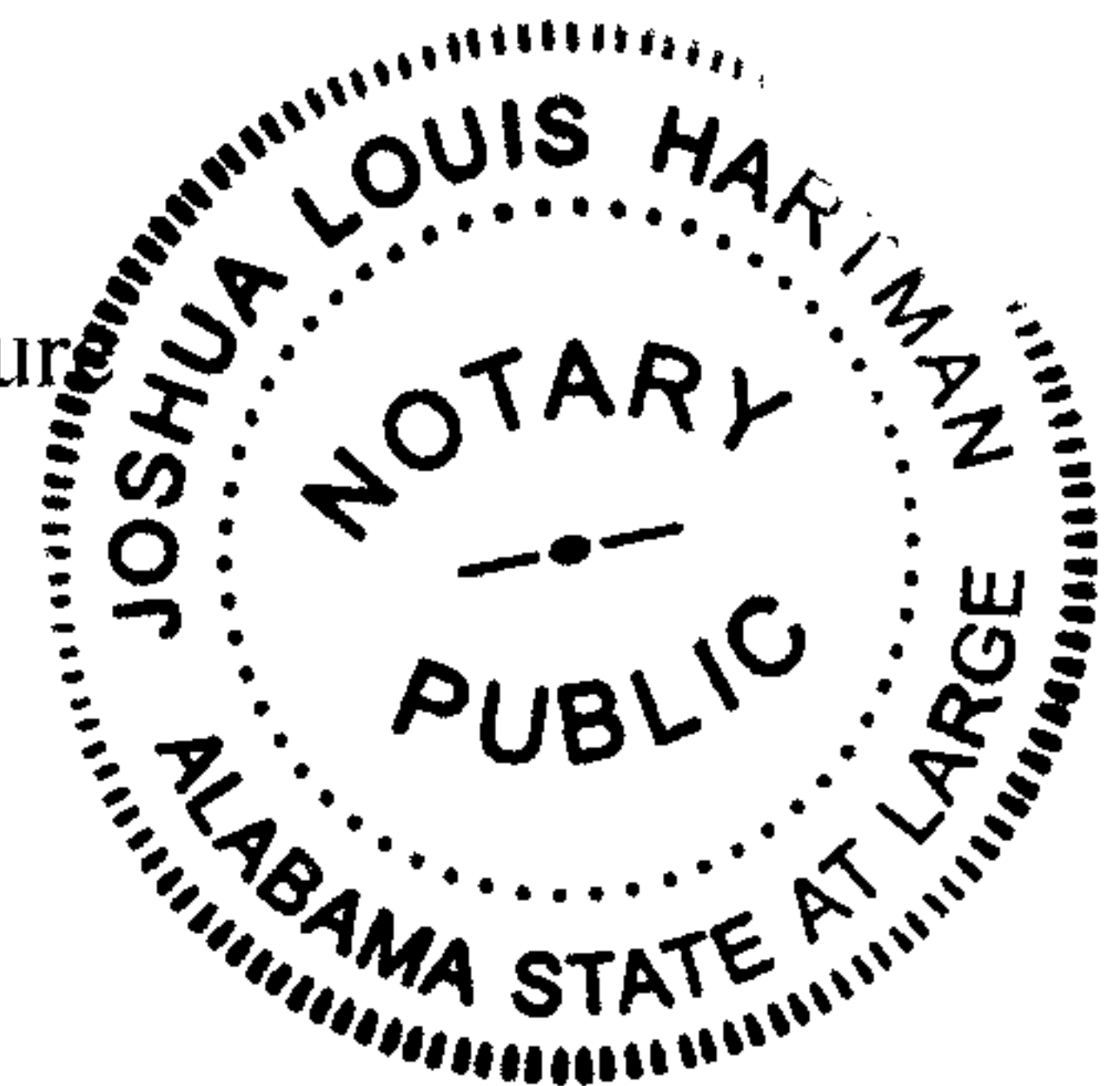
STATE OF ALABAMA §
 §
COUNTY OF JEFFERSON §

On this 4th day of NOVEMBER, 2014, before me, the undersigned Notary Public in and for the State of ALABAMA, personally appeared Jonathan Belcher, as President of NSH CORP., an Alabama corporation the sole member of INVESTMENT ASSOCIATES, LLC, an Alabama limited liability company, who executed the foregoing instrument for the purposes therein expressed. He is personally known to me, or has produced the appropriate identification, and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL) [Signature] Notary Public Signature

JOSHUA L HARTMAN Printed Name

My Commission Expires: 3/19/16



STATE OF _____ §
 §
COUNTY OF _____ §

On this _____ day of _____, 2014, before me, the undersigned Notary Public in and for the State of _____, personally appeared Justin Scarsella, as _____ of World Class Properties, LLC, who executed the foregoing instrument for the purposes therein expressed. He is personally known to me, or has produced the appropriate identification, and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL) _____ Notary Public Signature

_____ Printed Name
My Commission Expires: _____

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

On this ____ day of _____, 2014, before me, the undersigned Notary Public in and for the State of _____, personally appeared Jonathan Belcher, as President of NSH CORP., an Alabama corporation the sole member of INVESTMENT ASSOCIATES, LLC, an Alabama limited liability company, who executed the foregoing instrument for the purposes therein expressed. He is personally known to me, or has produced the appropriate identification, and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL) Notary Public Signature

Printed Name

My Commission Expires: _____

STATE OF Alabama §
COUNTY OF Jefferson §

On this 6th day of Nov., 2014, before me, the undersigned Notary Public in and for the State of Alabama, personally appeared Justin Scarsella, as Member of World Class Properties, LLC, who executed the foregoing instrument for the purposes therein expressed. He is personally known to me, or has produced the appropriate identification, and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL) Notary Public Signature

Printed Name

My Commission Expires: 12/14/2016

STATE OF Alabama §
COUNTY OF Shelby §

On this 6th day of November, 2014, before me, the undersigned Notary Public in and for the State of Alabama, personally appeared Tammy Rogers, as Member of Gal/en Enterprises, LLC, who executed the foregoing instrument for the purposes therein expressed. He is personally known to me, or has produced the appropriate identification, and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

[Signature]

Notary Public Signature

(SEAL)

William C. Brown

Printed Name

My Commission Expires: 12/14/2016



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Shelby Cnty Judge of Probate, AL
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Exhibit "A" - Lot H Legal Description
Exhibit "B" - Resurvey of Beaumont Lot C2-A.
Exhibit "C" - Legal Description of Lot D-H Access Easement.
Exhibit "D" - Legal Description of Lot F-H Access Easement.

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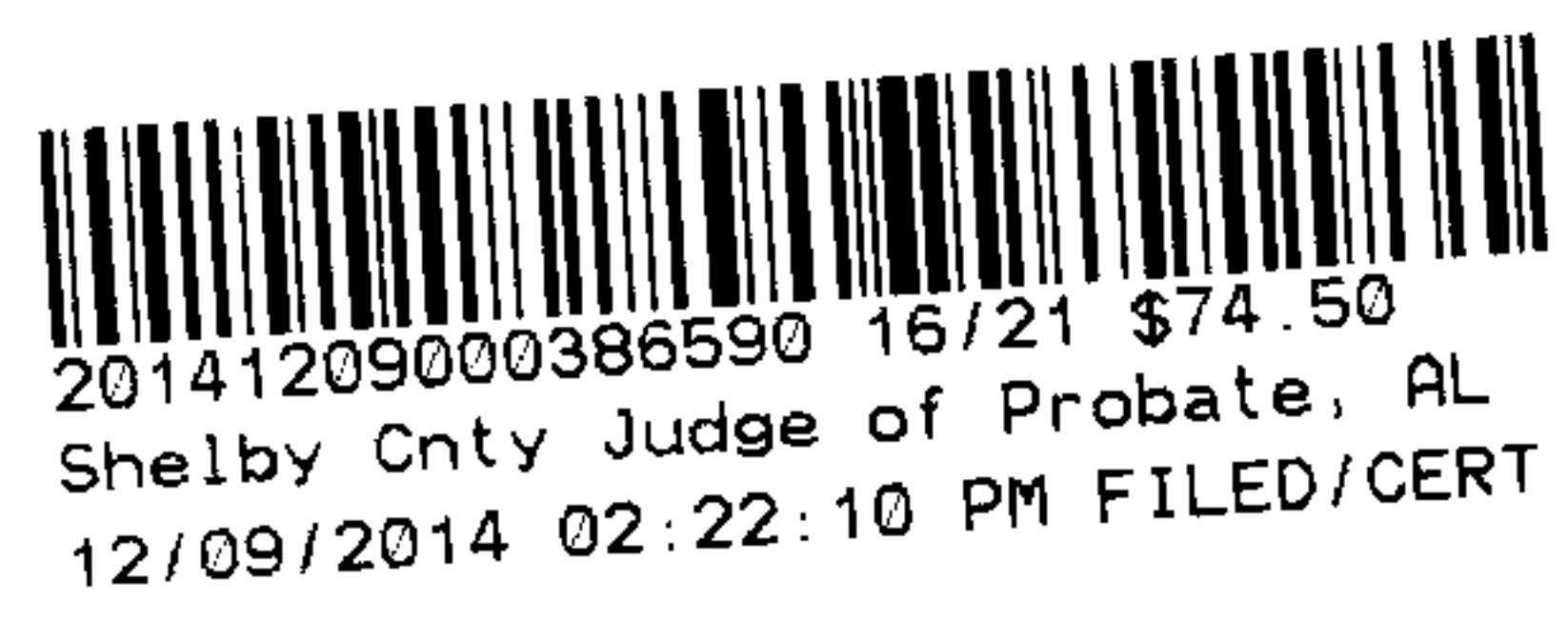


EXHIBIT "A"

Proposed lot C2-H

A part of Lot C2-E according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama, being situated in the NW 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:


BEGIN at the Northeast corner of Lot C2-E according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama and run in a Southwesterly direction along the Southeastern boundary of said Lot C2-E for a distance of 317.39 feet to the Northeastern right-of-way of a 20 foot wide public alley and the beginning of a curve to the left having a radius of 304.00 feet and a central angle of $26^{\circ}29'08''$; thence turn an interior angle to the left of $50^{\circ}54'09''$ (angle measured to tangent) and run in a Northwesterly direction along said alley right-of-way and along the arc of said curve for a distance 140.52 feet; thence continue tangent from said curve, in a Northwesterly direction along said alley right-of-way for a distance of 27.53 feet to the point of curvature of a curve to the left having a radius of 304.00 feet and a central angle of $6^{\circ}02'27''$; thence run in a Northwesterly direction along said alley right-of-way and along the arc of said curve for a distance 32.06 feet; thence leaving said right-of-way turn a deflection angle right of $83^{\circ}36'01''$ (angle measured from tangent) and run in a Northeasterly direction for a distance of 231.27 feet to a point on the Southern right-of-way of Inverness Center Drive; thence turn a deflection angle right of $82^{\circ}41'33''$ and run in a Southeasterly direction along said right-of-way for a distance of 56.02 feet to the point of curvature of a curve to the right having a radius of 925.50 feet and a central angle of $7^{\circ}54'46''$; thence run in a Southeasterly direction along said right-of-way and along the arc of said curve for a distance 127.81 feet to the POINT OF BEGINNING.

Said parcel containing 48,921 SF, more or less.



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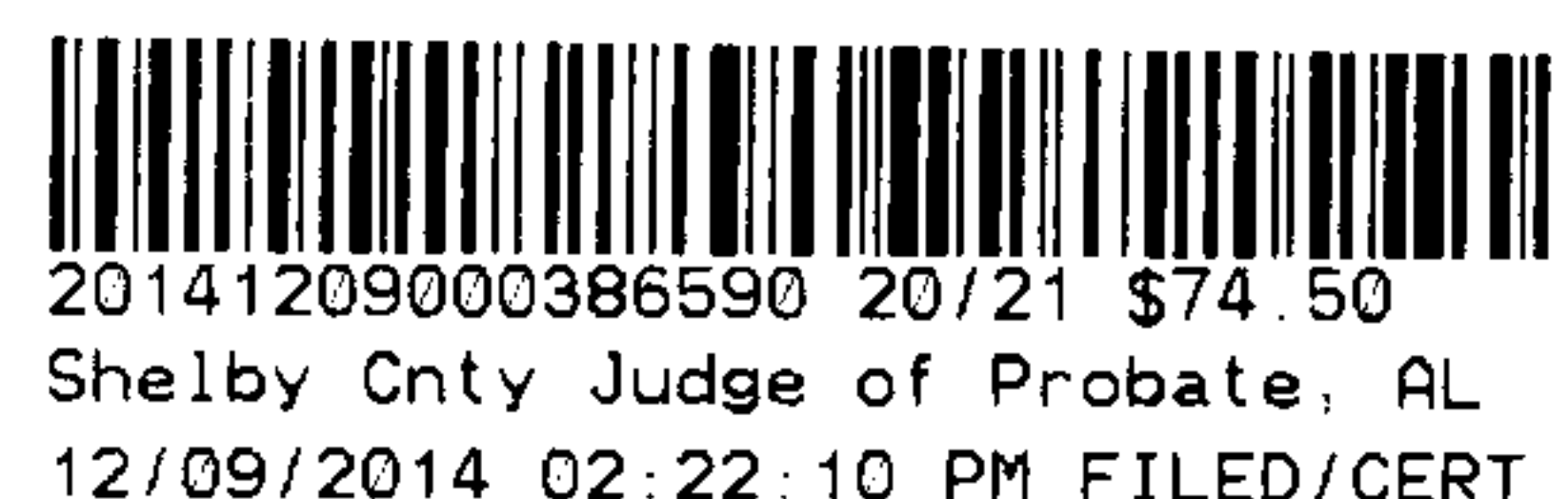
EXHIBIT "B"


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Legal Description of Lot D-H Access Easement


A part of Lot C2-D and C2-E according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama, being situated in the NW 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: BEGIN at the Southwest corner of Lot C2-D according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama and run in a Southeasterly direction along the Southern boundary of said Lot C2-D for a distance of 7.27 feet; thence turn an interior angle to the right of 97°21'36" and leaving said boundary of Lot C2-D run in a Northeasterly direction for a distance of 78.32 feet; thence turn an interior angle to the right of 165°21'55" and run in a Northeasterly direction for a distance of 51.50 feet to the Southwestern right-of-way of Inverness Center Drive and the beginning of a curve to the left having a radius of 925.50 feet and a central angle of 3°13'12"; thence turn an interior angle to the right of 92°26'57" (angle measured to tangent) and run along the arc of said curve for a distance 52.01 feet; thence leaving said right-of-way turn an interior angle to the right of 90°46'15" (angle measured from tangent) and run in a Southwesterly direction for a distance of 127.12 feet; thence turn an interior angle to the right of 90°00'00" and run in a Southeasterly direction for a distance of 25.00 feet to the POINT OF BEGINNING.

EXHIBIT "D"



Legal Description of Lot F-H Access Easement

A part of Lot C2-F and C2-E according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama, being situated in the NW 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: BEGIN at the Northwest corner of Lot C2-F according to the plat of the Resurvey of Beaumont Lot C2-A as recorded in Map Book 42, Page 64, in the Office of the Probate Judge of Shelby County, Alabama and run in a Southeasterly direction along the Northern boundary of said Lot C2-F for a distance of 15.12 feet; thence turn an interior angle to the left of 97°16'29" and leaving said boundary of Lot C2-F run in a Southwesterly direction for a distance of 158.09 feet; thence turn an interior angle to the left of 90°00'00" and run in a Northwesterly direction for a distance of 40.00 feet; thence turn an interior angle to the left of 90°00'00" and run in a Northeasterly direction for a distance of 160.00 feet; thence turn an interior angle to the left of 90°00'00" and run in a Southeasterly direction for a distance of 25.00 feet to the POINT OF BEGINNING.


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Shelby Cnty Judge of Probate, AL
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