

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

CAHABA RIVERKEEPER, INC., et. al.)	
Plaintiffs,)	
)	
v.)	Civil Case No. 01-CV-2021-900732.00
)	
THE WATER WORKS BOARD)	
OF THE CITY OF BIRMINGHAM)	
)	
Defendant,)	
)	
THE STATE OF ALABAMA)	
ex rel. STEVE MARSHALL,)	
ATTORNEY GENERAL,)	
)	
Defendant- Intervenor.)	

CONSENT JUDGMENT

The Plaintiffs, Cahaba Riverkeeper, Inc., an Alabama corporation (“Riverkeeper”); The Cahaba River Society, an unincorporated association (“CRS”), David Butler, an individual; and Bradford McLane, an individual; and The Water Works Board of the City of Birmingham (“Water Works Board”) and the State of Alabama, by and through Attorney General Steve Marshall (collectively, “the Defendants”), consent to the entry of this consent judgment and all of its provisions without trial and adjudication of any issue of fact or law.

I. BACKGROUND

1.1. On March 8, 2021, the Plaintiffs filed this action against the Water Works Board seeking to enforce the terms of a settlement agreement between the Water Works Board and the State of Alabama in *Kincaid, et al. v. Council of the City of Birmingham, et al.*, Jefferson County Circuit Court Case No. CV-00-4779. The settlement agreement gave ratepayers the express right to enforce its provisions.

1.2. On April 30, 2021, the State intervened in this action as a party defendant.

1.3. The Parties have reached an agreement to resolve this action under the terms and conditions set out in Section IV. below.

1.4. This Consent Judgment does not constitute an admission by the Defendants of any violation of the prior settlement agreement, nor does it constitute an abandonment by the Plaintiffs of their claims or by the Defendants of their counterclaims.

II. JURISDICTION

2.1. The Parties admit that, for purposes of entering into and enforcing this Consent Judgment, this Court has jurisdiction over the subject matter of this case and the Parties themselves.

III. VENUE

3.1 Venue as to all matters relating to or arising out of this judgment is proper in the Circuit Court of Jefferson County.

IV. SETTLEMENT TERMS

Now, therefore, in consideration of the promises, agreement, covenants, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, this Court hereby orders as follows:

4.1. **Restrictive Covenants for Watershed Protection.** The Water Works Board will authorize, approve, and cause to be filed in the offices of the Judges of Probate for Jefferson County and Shelby County those certain Restrictive Covenants for Watershed Protection attached hereto as Exhibit A (“Covenants”), which includes Lake Purdy and portions of the Cahaba River and surrounding land that are at issue in this case (and which is more specifically defined in the Covenants themselves, as they may be from time to time amended)(hereinafter referred to as “the Property”). The Water Works Board will also file this Consent Judgment in the offices of the

Judges of Probate for Jefferson and Shelby Counties. Both the Restrictive Covenants and the Consent Judgment will be filed in Probate Court within sixty (60) days after the Consent Judgment has been signed by this Court.

4.2. **Amendment to Restrictive Covenants to Include Newly Acquired Property.** If the Water Works Board acquires new property that is located in the watershed for Lake Purdy and/or the Cahaba River that is to be used for watershed protection, the Covenants shall be amended to include that property without approval of this Court as provided for in the Covenants themselves. The burden is on the Plaintiffs to request, in writing, that the Water Works Board amend the Covenants to include the newly acquired property. The Plaintiffs must make that request within one (1) year of the date the Water Works Board's final decision to purchase the property is published in its meeting minutes.

4.3. **Other Amendments to Restrictive Covenants for Watershed Protection.** Any other amendment to the Covenants requires approval of this Court. Any amendment must be consistent with the stated purposes of the Covenants. All parties to this action shall be necessary parties to any petition seeking amendment of the Covenants and will be given fair notice and a reasonable opportunity to be heard by written response or at any hearing before this Court on a petition for amendment.

4.4. **Enforcement.** Violations of the Covenants shall be enforceable as violations of this Consent Judgment. The Parties shall each have the right to seek enforcement of the terms of this Consent Judgment should any such violations occur.

4.5. **Plaintiffs' Right of On-Site Inspection.** During the term of the Covenants and subject to the following terms and conditions, collectively the Plaintiffs shall have the right, not more than once per year, to inspect the Property.

(a) The burden is on the Plaintiffs to contact the Water Works Board, in writing, to schedule the annual inspection. The Plaintiffs shall make their request for an inspection in writing to the General Manager of the Water Works Board, with a copy to the Consumer Interest Division of the Attorney General's Office. Any request for inspection made pursuant to this paragraph shall not be unreasonably denied by the Water Works Board. The Parties will mutually agree on a date for the inspection, with the inspection occurring within forty-five (45) days of the Plaintiffs' written request.

(b) Any inspection will occur during normal business hours and shall not exceed six (6) hours in duration. The number of individuals allowed to participate in the inspection on behalf of the Plaintiffs will be limited to no more than six (6) individuals. Each individual participating in the inspection on behalf of the Plaintiffs will be required to sign appropriate releases or other documentation provided by the Water Works Board to release the Water Works Board from any and all liability associated with the inspection.

(c) The Plaintiffs' inspection request must describe, with reasonable certainty, that portion of the Property they wish to inspect. The Plaintiffs will be allowed to inspect those portions of the Property that can be reasonably accessed by four-wheel drive vehicles and/or on foot and/or by drone. The Plaintiffs must provide their own transportation.

(d) The Plaintiffs' inspection shall be limited to visual, photographic, and drone inspections only. In the event the Plaintiffs take photographs or video recordings of said inspection, the Plaintiffs shall provide the Defendants with copies within fourteen (14) days of the inspection.

4.6. **Plaintiffs' Right of Inspection by Drone Flyover.** In addition to the right of an on-site inspection provided in Paragraph 4.5 above, during the term of the Covenants and subject to the following terms and conditions, collectively the Plaintiffs shall have the right, not more than

twice per year, to inspect the property that is the subject of the Covenants by flying a drone over all or portions of the Property initiating the drone flight from the Property:

(a) The burden is on the Plaintiffs to contact the Water Works Board, in writing, to schedule this drone flyover inspection. The Plaintiffs shall make their request for a drone flyover inspection from the Property in writing to the General Manager of the Water Works Board, with a copy to the Consumer Interest Division of the Attorney General's Office. The Parties will mutually agree on a date for the inspection, with the inspection occurring within forty-five (45) days of the Plaintiffs' written request.

(b) Any inspection will occur during normal business hours and shall not exceed six (6) hours in duration. The Plaintiffs' inspection request must describe, with reasonable certainty, that portion of the Property they wish to inspect.

(c) The Plaintiffs' inspection shall be limited to visual inspections only. In the event the Plaintiffs take photographs or video recordings of said inspection, the Plaintiffs shall provide the Defendants with copies within fourteen (14) days of the inspection.

4.7. **Plaintiffs' Right to Meet with Attorney General.** During the term of the Covenants, the Plaintiffs shall collectively have the right, once per year, to meet with the Attorney General or his/her designee to discuss any use of the Property by the Water Works Board that they believe necessitates action by the Attorney General pursuant to his/her enforcement rights under the Covenants. The burden is on the Plaintiffs to contact the Attorney General, in writing, to schedule the annual meeting. The meeting with the Attorney General or his/her designee shall occur within forty-five days of the written request. Nothing in this section obligates the Attorney General to take any enforcement action, whether formal or informal, pursuant to the Plaintiffs' request.

The Plaintiffs shall have the right to request an additional meeting with the Attorney General at any time. The Plaintiffs shall make any such request in writing. The decision whether to hold additional meetings with the Plaintiffs beyond the mandated annual meeting lies solely within the discretion of the Attorney General.

4.8. **Separate Counsel.** Each party was represented by counsel in the negotiation and drafting of this Agreement.

4.9. **Authority.** The persons signing this Consent Judgment on behalf of each of the Parties represent and warrant that they have full power, authority, and legal right to execute, deliver, and perform the obligations under this Consent Judgment; that this Consent Judgment and the obligations hereunder are legal, valid and binding obligations of the Parties, enforceable in accordance with their terms; that there are no claims or defenses, persons or otherwise, or offsets whatsoever to the enforceability or validity of this Consent Judgment; and that the persons signing this Consent Judgment have full power, authority and legal right to do so and to bind and to cause the Parties to perform the obligations hereunder, without the joinder or consent of any other person.

4.10. **Release.** The Plaintiffs for themselves as well as their respective boards, directors, officers, employees, insurers, sureties, agents, attorneys, subsidiaries, representatives, predecessors, successors and assigns (collectively, "**Releasers**"), hereby fully and forever unconditionally release, remise, discharge and acquit the Defendants, their affiliates, officers, directors, employees, insurers, sureties, agents, representatives, predecessors, successors and assigns (collectively, "**Releasees**"), of and from any and all disputes, claims, liens, demands, actions, causes of action, lawsuits, judgments, damages, charges, accounts, costs, interest, penalties, attorneys' fees and/or expenses of any kind or nature, whether known or unknown, whether matured or unmatured, whether arising at law or in equity or otherwise, whether direct or

consequential, whether now existing or which may hereinafter arise, which any of the Releasors had, has or might ever in the future claim to have against any of the Releasees arising out of or relating in any way to the claims set forth in this Lawsuit.

4.11. **No Admission of Wrongdoing.** The Parties understand that liability on all claims or counterclaims is expressly denied by the other parties, and this Consent Judgment shall be deemed a full and final resolution and shall never be treated as an admission of liability at any time or in any manner whatsoever.

4.12. **Cooperation.** The Parties agree to cooperate fully and to execute any supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Consent Judgment.

4.13. **Application to the Water Works Board's Successors.** Should the Water Works Board cease to exist as presently constituted before the terms of this Consent Judgment expire, the provisions of this Consent Judgment shall apply to its successor(s) and assign(s).

4.14. **Entire Agreement.** The Parties understand that this Consent Judgment is a final resolution of all claims and counterclaims in this lawsuit and contains all agreements between the Parties, their agents, employees and representatives with regard to the matters set forth herein and shall be binding upon and inure to the benefit of their executors, administrators, personal representatives, heirs, successors and assigns of each.

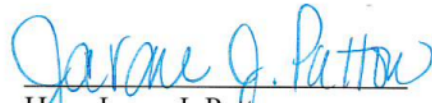
4.15. **Dismissal of Lawsuit.** Upon approval and entry of this Consent Judgment, all claims and counterclaims asserted by the Parties are dismissed with prejudice.

4.16. **Court Retains Jurisdiction.** This Court will retain jurisdiction over this matter to enable the parties to apply to this Court for any further orders and directions as may be necessary

or appropriate for the construction, modification, execution, or enforcement of this Consent Judgment, including requests to amend the Covenants as provided herein.

4.17. **Term.** This Consent Judgment shall be in full force and effect for a term of seventy-five years and shall terminate without notice seventy-five years from the date of this order. Should the Water Works Board cease to use Lake Purdy and/or the Cahaba River as a source of water supply for its water system before that date, the provisions of this Consent Judgment will terminate at that time.

So ordered and signed, this 24th day of August, 2023.


Hon. Javan J. Patton
Circuit Judge

JOINTLY APPROVED:

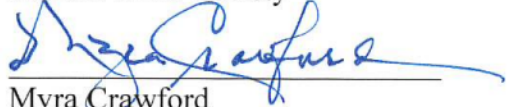
FOR THE PLAINTIFFS:



Beth Stewart

Executive Director
Cahaba River Society

8.22.23
Date



Myra Crawford
Executive Director
Cahaba Riverkeeper

8.22.23
Date



Bradford McLane

8/22/2023
Date



David Butler

8.22.23
Date

Counsel:
Sarah M. Stokes
Barry A. Brock
Southern Environmental Law Center
2829 Second Avenue South, Suite 282
Birmingham, Alabama 35233
(205)745-3060
sstokes@selcal.org
bbrock@selcal.org

*Counsel for Plaintiffs Cahaba Riverkeeper, Inc.;
Cahaba River Society; David Butler; & Bradford
McLane*

FOR THE DEFENDANT,
THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM:



Board Chairman

8/22/2023

Date

Counsel:
Mark Parnell and Mary Thompson
Parnell Thompson, LLC
200 Office Park Drive, Suite 328
Birmingham, Alabama 35223
(205) 582-2652
parnell@ptlawllc.com
thompson@ptlawllc.com

FOR THE DEFENDANT-INTERVENOR,
THE STATE OF ALABAMA

Steve Marshall
Attorney General

By:



Olivia W. Martin
Assistant Attorney General

8/22/23

Date

Counsel:
Olivia W. Martin
Michael G. Dean
Lindsay D. Barton
Office of the Attorney General
Consumer Interest Division
501 Washington Avenue
P.O. Box 300152
Montgomery, Alabama 36130-0152
(334) 242-7300
olivia.martin@alabamaag.gov
michael.dean@alabamaag.gov
lindsay.barton@alabamaag.gov

EXHIBIT

A

STATE OF ALABAMA)
JEFFERSON COUNTY)
SHELBY COUNTY)

RESTRICTIVE COVENANTS FOR WATERSHED PROTECTION

THESE RESTRICTIVE COVENANTS FOR WATERSHED PROTECTION (hereinafter "Covenants") is made this ___ day of August, 2023, by The Water Works Board of the City of Birmingham ("Water Works Board"), an Alabama public corporation, as Grantor.

WHEREAS, Water Works Board is the owner of certain parcels of real property located adjacent to Lake Purdy and along the Cahaba River and north of U.S. Highway 280 in Jefferson and Shelby Counties, Alabama, more particularly described on Exhibit "A" attached hereto, as it may be amended from time to time, and hereinafter referred to as "the Property."

WHEREAS, the Property comprises a substantial portion of the watershed for Lake Purdy and the drinking water pool of the Cahaba River, a major source of water supply for the Water Works Board; and

WHEREAS, the natural state of the Property protects this water supply and keeps pollution out of this water source, thereby benefitting the Water Works Board's ratepayers; and

WHEREAS, in 2001, the Water Works Board entered into a Settlement Agreement with the Attorney General for the State of Alabama on behalf of the systems ratepayers; and

WHEREAS, said Settlement Agreement provided, among other things, that the Water Works Board would record in the offices of the Judges of Probate of Jefferson and Shelby Counties restrictions on the Property for the purpose of ensuring that Water Works Board's water system was protected from land development activities which could be harmful to the water system and the Water Works Board's ratepayers; and,

WHEREAS, the Water Works Board agrees that these Covenants are being recorded across the Property in an effort to preserve the Property in its natural condition so as to protect the watershed and Lake Purdy and the Cahaba River as a source of water supply, and the Water Works Board desires to put such covenants in place; and

WHEREAS, the Water Works Board agrees to these Covenants and intends that the Property shall be preserved and maintained in a natural condition and shall run with the land.

NOW, THEREFORE, for the purpose of protecting the Water Works Board's water supply and other good and valuable consideration, and the promises and conditions set forth herein, the receipt of sufficiency of which the Water Works Board hereby acknowledges, the Water Works

Board agrees that all the Property shall be subject to the following Covenants and agrees to the following terms and conditions:

1. PROPERTY PURPOSE

The purpose of these Covenants is to retain, enhance, manage, protect, and preserve the natural scenic, forested, and open spaced conditions and wildlife habitats of the Property, in order to maintain and enhance the water quality of Lake Purdy and portions of the Cahaba River as a source of water supply. It being the specific intent of the Water Works Board to create these Covenants and to ensure this water supply is protected from any and all land development activities which could be harmful to its water system and water supply .

2. PERMITTED USES

The Water Works Board may continue to make such uses of the Property which are not inconsistent with the purpose of these Covenants as set out in Paragraph 1 herein. Such uses may include, but shall not be limited to the construction and maintenance of roads, bridges, culverts, and drainage facilities, hiking trails, and associated structures and other improvements located on the Property to provide reasonable public access, the construction and maintenance of visitor's centers and facilities, and interpretive displays and other facilities for the guidance and education of visitors, and any other activities which may be reasonably necessary or appropriate to carry out the purposes of these Covenants. All permitted uses must be consistent with the purpose of these Covenants.

3. RESTRICTED USES

Except as provided in Paragraph 2 herein, the Water Works Board hereby acknowledges, and agrees that the Property shall not be used for any use which is inconsistent with the purpose of these Covenants as set out in Paragraph 1 above. Without limiting the foregoing, the following uses of the Property shall be prohibited: the construction or improvement of any buildings, structures or facilities used for human lodging, feeding or entertainment including, without limitation thereto, hotels or other lodging facilities, single family or multi-family dwellings, restaurants, convention centers and meeting halls, golf courses, tennis courts, recreational dams, exhibition halls; car wash facilities; service or gasoline stations, car repair garages, and any other activities which involve the commercial servicing of internal combustion engines or provide gasoline and other petroleum products for internal combustion engines; laundry and dry cleaning activities; solid waste landfills; farms or slaughter houses for animals; clear cutting of timber; mining of any type of gas or minerals; any activities which involve the use and/or disposal of pesticides or herbicides; any release of liquid discharges which would require a National Pollutant Discharge Elimination System permit (other than those already permitted); activities which result in the release of air contaminants; placement of fill materials; installation of sanitary septic systems and other similar discharges to the ground water; any activities which use or store products that

constitute hazardous or toxic material, hazardous or toxic substances, and/or hazardous wastes, as such terms are defined by any rule, regulation, statute, or law of any state, federal or local governmental agency, as the same may be amended from time to time, specifically including, but not limited to, regulations promulgated by the United States Environmental Protection Agency; and similar activities or facilities that have a principal purpose not related to the purpose of these Covenants.

4. RECORDING & EXECUTION BY PARTIES

The Water Works Board agrees to record these Covenants in the offices for the Judges of Probate for Jefferson County and Shelby County.

5. RESERVED RIGHTS

The Water Works Board expressly reserves for itself, its successors and assigns the right to make any and all uses of the Property as long as such use is not inconsistent with the purpose of these Covenants. The Water Works Board's uses of the Property shall include, but not be limited to, the right to flood all or portions of the Property as may be necessary for the normal operations of its water system, the right to sell all or portions of the Property, and the right to make any other uses of the Property as may be necessary in the normal operation of its water systems as long as the uses are consistent in all respects with stated purposes of these Covenants.

6. RESTRICTIONS TO RUN WITH THE LAND

It is the specific intent of the Water Works Board that these Covenants shall constitute a servitude in and upon the Property and shall run with, and shall inure to the benefit of, the Property and shall be binding on all subsequent owners of the Property.

7. INSTRUMENTS SUBJECT TO DECLARATION

Any deed, lease, conveyance, contract, or other instrument involving the Property shall be subject to these Covenants, as well as the terms of the Consent Judgment issued by the Jefferson County Circuit Court in *Cahaba Riverkeeper, et al., v. Birmingham Water Works Board, et al.*, Case No. CV-2021-900732, which pertains to the Property. Any deed, lease, conveyance, contract, or other instrument involving the Property shall be entered into and granted as if these same Covenants and the Consent Judgment were contained therein.

8. RIGHTS OF ENFORCEMENT

The Water Works Board, its successors and assigns, have the right to enforce these Covenants. The Water Works Board expressly acknowledges and agrees that the Attorney General for the

State of Alabama shall have the nonexclusive right to enforce all of the terms and conditions of these Covenants, as set out herein.

9. DURATION

These Covenants shall be in effect for a period of seventy-five (75) years from the date hereof, or until such time as the Water Works Board ceases to use Lake Purdy and/or the Cahaba River as a source of water supply for its water system, whichever shall occur first. Any party may petition the Water Works Board to consider extending the agreement.

10. GOVERNING LAW

The validity of these Covenants and any of its items, or provisions, as well as the rights and duties of the parties to this instrument, shall be governed by the laws of the State of Alabama.

11. AMENDMENT

These Covenants may be amended from time to time, provided, however, that any amendment must be consistent with the stated purposes of these Covenants.

Any amendment to include new property acquired by the Water Works Board may be accomplished simply by amending the legal description of the Property in Exhibit A. Any other amendment to these Covenants must be approved by the Circuit Court of Jefferson County, Birmingham Division.

12. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in these Covenants shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions of this instrument and this instrument shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it and all other provisions shall remain in full force and effect.

13. WAIVER

Any forbearance in exercising any right or remedy hereunder, or otherwise afforded by law or equity, shall not be construed as a waiver, or preclude the exercise, of any such right or remedy and in no event shall any failure at any time to enforce any of the terms and conditions of these Covenants, regardless of time, be deemed to be a waiver of the right thereafter to enforce such terms or conditions.

14. NULLIFICATION OF CONSERVATION EASEMENT AGREEMENT

On October 4, 2017, the Water Works Board executed that certain Conservation Easement Agreement, which was recorded in the office of the Judge of Probate for Jefferson County on October 6, 2017, at Instrument Number 201704066, Pages 1 through 16 and was recorded in the office of the Judge of Probate for Shelby County on October 9, 2017, at Instrument Number 2017009000366240, Pages 1 through 16. With the filing of these covenants, the Water Works Board rescinds said Conservation Easement Agreement thereby nullifying and voiding said Conservation Easement Agreement and replacing it with these covenants.

IN WITNESS WHEREOF, the Water Works Board has caused these covenants to be executed and delivered to be effective as of the date first written above.

**THE WATER WORKS BOARD OF THE
CITY OF BIRMINGHAM, an Alabama
public corporation**

By: _____
Name: Tereshia Q. Huffman
Its: Chair

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tereshia Q. Huffman, whose name as Chair of **THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM**, an Alabama public corporation, is signed to the foregoing covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of said covenants, he, in his capacity as such General Manger and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the _____ day of _____, 2023.

Notary Public
[NOTARIAL SEAL]
My Commission Expires: _____

EXHIBIT "A"**PARCEL 1**

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 18 South, Range 1 West; thence run west along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 350.02 feet; thence a deflection angle $87^{\circ}19'44''$ right and run north 623.31 feet; thence a deflection angle $66^{\circ}40'16''$ left and run northwest 609.51 feet; thence a deflection angle $91^{\circ}39'23''$ right and run northeast 170.30 feet; thence a deflection angle $88^{\circ}35'09''$ left and run northwest 166.55 feet to the point of beginning; thence continue along the last named course a distance of 420.59 feet; thence a deflection angle $63^{\circ}25'13''$ right and run north 223.97 feet; thence a deflection angle $90^{\circ}55'12''$ left and run west 1328.89 feet; thence a deflection angle $90^{\circ}41'46''$ right and run north 1105.86 feet; thence a deflection angle $90^{\circ}25'54''$ left and run west 2656.21 feet, to the northwest corner of Section 29, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ}25'24''$ right and run north 1333.92 feet; thence a deflection angle $89^{\circ}37'38''$ left and run west 2681.05 feet; thence a deflection angle $90^{\circ}56'23''$ right and run north 2667.71 feet; thence a deflection angle $1^{\circ}42'03''$ left and run north 420.00 feet; thence a deflection angle $89^{\circ}27'35''$ left and run west 210.22 feet; thence a deflection angle $90^{\circ}38'57''$ left and run south 420.20 feet; thence a deflection angle $92^{\circ}31'04''$ right and run west 1131.73 feet; thence a deflection angle $89^{\circ}02'36''$ right and run north 1344.62 feet; thence a deflection angle $90^{\circ}39'03''$ right and run east 2987.61 feet; thence a deflection angle $49^{\circ}40'14''$ left and run northeast 129.67 feet; thence a deflection angle $5^{\circ}51'41''$ left and run northeast 168.15 feet; thence a deflection angle $2^{\circ}30'48''$ right and run northeast 224.81 feet; thence a deflection angle $14^{\circ}57'40''$ right and run northeast 153.40 feet; thence a deflection angle $6^{\circ}09'29''$ right and run northeast 170.06 feet; thence a deflection angle $25^{\circ}25'12''$ left and run northeast 149.49 feet; thence a deflection angle $9^{\circ}20'31''$ left and run northeast 176.45 feet; thence a deflection angle $33^{\circ}33'25''$ right and run northeast 176.47 feet; thence a deflection angle $27^{\circ}09'51''$ right and run northeast 120.15 feet; thence a deflection angle $41^{\circ}58'15''$ left and run northeast 60.24 feet; thence a deflection angle $42^{\circ}14'49''$ left and run north 1782.58 feet; thence a deflection angle $90^{\circ}52'50''$ right and run east 2673.29 feet; thence a deflection angle $91^{\circ}32'34''$ left and run north 65.54 feet; thence a deflection angle $46^{\circ}42'28''$ right and run northeast 1567.11 feet; thence a deflection angle $45^{\circ}05'10''$ right and run east 1557.55 feet; thence a deflection angle $90^{\circ}33'14''$ left and run north 1339.47 feet to the northwest corner of Section 16, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ}07'35''$ right and run east 1330.52 feet; thence a deflection angle $89^{\circ}50'53''$ left and run north 2663.38 feet; thence a deflection angle $90^{\circ}01'16''$ right and run east 1329.57 feet; thence a deflection angle $90^{\circ}05'21''$ left and run north 1329.80 feet; thence a deflection angle $90^{\circ}10'02''$ right and run east 1328.92 feet; thence a deflection angle $90^{\circ}08'44''$ left and run north 273.84 feet; thence a deflection angle $39^{\circ}18'17''$ right and run northeast 239.07 feet; thence a deflection angle $78^{\circ}45'53''$ left and run northwest 238.55 feet; thence a deflection angle $39^{\circ}27'37''$ right and run north 682.83 feet; thence a deflection angle $90^{\circ}14'38''$ right and run east 788.55 feet to a point on the northeast right of way line of Grants Mill Road; thence run southeast along the northeast right of way line of Grants Mill Road to its intersection with Rex Lake Road; thence run northeast along the northwest right of way line of Rex Lake Road to a point on the north line of Section 9, Township 18 South, Range 1 West being 163.19 feet west of the Northeast corner of said Section 9; thence run east along the north line of Section 9 to the said northeast corner; thence a deflection angle $00^{\circ}29'36''$ left and run east 729.56 feet; thence a deflection angle $60^{\circ}59'27''$ right and run southeast 130.92 feet; thence a

deflection angle $60^{\circ}57'37''$ left and run east 827.05 feet; thence a deflection angle $90^{\circ}03'31''$ left and run north 115.19 feet; thence a deflection angle $90^{\circ}02'58''$ right and run east 599.89 feet; thence a deflection angle $44^{\circ}58'14''$ left and run northeast 609.69 feet; thence a deflection angle $44^{\circ}56'50''$ left and run north 1571.42 feet; thence a deflection angle $87^{\circ}44'15''$ right and run east 1275.73 feet; thence a deflection angle $85^{\circ}56'58''$ left and run north 680.12 feet; thence a deflection angle $90^{\circ}42'29''$ right and run east 1374.26 feet; thence a deflection angle $92^{\circ}06'14''$ left and run north 2628.28 feet; thence a deflection angle $90^{\circ}11'24''$ right and run east 1310.75 feet; thence a deflection angle $88^{\circ}12'08''$ left and run north 690.07 feet; thence a deflection angle $89^{\circ}29'08''$ right and run east 307.47 feet; thence a deflection angle $18^{\circ}53'00''$ left and run northeast 178.62 feet; thence a deflection angle $69^{\circ}15'00''$ left and run north 415.08 feet; thence a deflection angle $17^{\circ}48'56''$ left and run north 175.49 feet; thence a deflection angle $104^{\circ}54'49''$ right and run east 885.14 feet; thence a deflection angle $88^{\circ}40'17''$ left and run north 1314.64 feet; thence a deflection angle $88^{\circ}44'14''$ right and run east 1310.65 feet; thence a deflection angle $87^{\circ}45'50''$ right and run south 418.37 feet; thence a deflection angle $138^{\circ}25'57''$ left and run northeast 399.36 feet; thence a deflection angle $15^{\circ}54'55''$ right and run northeast 629.89 feet; thence a deflection angle $35^{\circ}39'12''$ right and run east 339.15 feet; thence a deflection angle $89^{\circ}18'16''$ right and run south 1505.11 feet; thence a deflection angle $62^{\circ}58'40''$ left and run southeast 489.19 feet; thence a deflection angle $59^{\circ}15'44''$ right and run south 1137.04 feet; thence a deflection angle $87^{\circ}12'39''$ left and run east 917.52 feet; thence a deflection angle $56^{\circ}08'23''$ right and run southeast 332.21 feet; thence a deflection angle $33^{\circ}05'38''$ right and run south 91.76 feet to a point on the northwest right of way line of AL HWY 119; thence a deflection angle $48^{\circ}46'15''$ right and run southwest along the northwest right of way line of AL HWY 119 a distance of 1306.25 feet; thence a deflection angle $100^{\circ}54'36''$ right and run northwest 809.66 feet; thence a deflection angle $84^{\circ}28'13''$ right and run northeast 73.96 feet; thence a deflection angle $84^{\circ}24'28''$ left and run northwest 1030.40 feet to a point on the centerline of the Little Cahaba River; thence turn a deflection angle to the chord $84^{\circ}40'45''$ left and run along the centerline of the Little Cahaba River a chord length of 1943.56 feet to the northeast corner of the property owned by David Gibson, recorded in deed book 2275 page 64 in the Office of Judge of Probate, Jefferson County, Alabama; thence a deflection angle $60^{\circ}49'26''$ right and run northwest 700.00 feet; thence a deflection angle $84^{\circ}35'00''$ left and run southwest 1666.15 feet; thence a deflection angle $135^{\circ}07'44''$ left and run east 249.54 feet; thence a deflection angle $23^{\circ}38'25''$ left and run northeast 108.62 feet; thence a deflection angle $130^{\circ}27'39''$ right and run southwest 127.39 feet, being the northwest corner of Lot 25 of Stonebrook Estates as recorded in Map Book 120 Page 20 in the Office of Judge of Probate, Jefferson County, Alabama; thence run southeast to the northeast corner of said Lot 25; thence continue along the same course 50 feet, more or less to the east right of way line of Stonebrook Drive; thence run northerly along the east right of way line of Stonebrook Drive to its intersection with Bailey Road; thence continue east along the south right of way of Bailey Road to its intersection with the centerline of the Little Cahaba River; thence run southwest along the centerline of the Little Cahaba River to the southwest corner of the property owned by Gail C Williams as recorded in Deed Book 200501 Page 8438 in the Office of Judge of Probate, Jefferson County, Alabama; thence run southeast along the south line of said property to a point on the northwest right of way line of AL HWY 119; thence run southwest along the northwest right of way line of AL HWY 119 to a point on the north line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 11, Township 18 South, Range 1 West; thence run west along the said north line 350 feet; thence run south along a line parallel to the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 232.14 feet to a point on the northwest right of way line of AL HWY 119; thence run southwest along the northwest

right of way line of AL HWY 119 to a point on the east boundary of the property owned by Calvary Tabernacle as recorded in Deed Book 3803 Page 540, in the Office of Judge of Probate, Jefferson County, Alabama; thence run north 258.91 feet to the northeast corner of said property; thence a deflection angle $128^{\circ} 40' 10''$ left and run southwest 889.15 feet; thence a deflection angle $132^{\circ} 00' 44''$ right and run north 585.69 feet; thence a deflection angle $91^{\circ} 06' 52''$ left and run west 657.67 feet; thence a deflection angle $95^{\circ} 09' 16''$ left and run south 524.18 feet; thence a deflection angle $98^{\circ} 02' 48''$ right and run west 294.27 feet; thence a deflection angle $87^{\circ} 10' 52''$ right and run north 192.54 feet; thence a deflection angle $90^{\circ} 06' 41''$ left and run west 290.00 feet; thence a deflection angle $89^{\circ} 54' 00''$ right and run north 15.00 feet; thence a deflection angle $89^{\circ} 02' 02''$ left and run west 130.24 feet to a point on the east line of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 10, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ} 47' 52''$ left and run south along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 1043.45 feet; thence a deflection angle $10^{\circ} 17' 50''$ and run south 142.15 feet; thence a deflection angle $36^{\circ} 55' 18''$ right and run southwest 290.84 feet; thence a deflection angle $91^{\circ} 26' 47''$ left and run southeast a distance of 275.82 feet to a point on the northwest right of way line of AL HWY 119; thence run southwest along the northwest right of way line of AL HWY 119 to a point being on the east line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 21, Township 18 South, Range 1 West; thence run north along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 306.62 to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section ; thence run west along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 811.87 feet; thence a deflection angle $70^{\circ} 04' 00''$ left and run southwest 158.53 feet; thence a deflection angle $87^{\circ} 02' 08''$ right and run northwest 152.72 feet; thence a deflection angle $53^{\circ} 49' 34''$ left and run southwest 70.19 feet; thence a deflection angle $33^{\circ} 35' 42''$ left and run southwest 205.17 feet; thence a deflection angle $90^{\circ} 00' 14''$ left and run southeast 192.98 feet; thence a deflection angle $67^{\circ} 22' 07''$ right and run south 393.09 feet; thence a deflection angle $21^{\circ} 27' 22''$ left and run southeast 525.26 feet to a point on the northwest right of way line of AL HWY 119; thence run southwest along the northwest right of way line of AL HWY 119 to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

The right of way of Grants Mill Ridge, Grants Mill Road, Sicard Hollow Road, Rex Lake Road, Bailey Road, and the following described property: Commence at the southwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 35, Township 17 South, Range 1 West; and run east 1457.70 feet to the point of beginning; thence a deflection angle $30^{\circ} 15' 08''$ right and run southeast 131.24 feet; thence a deflection angle $103^{\circ} 00' 27''$ left and run northeast 180.00 feet; thence a deflection angle $104^{\circ} 52' 15''$ right and run southeast 90.59 feet; thence a deflection angle $56^{\circ} 27' 38''$ left and run northeast 74.39 feet; thence a deflection angle $99^{\circ} 38' 00''$ left and run northwest 218.80 feet; thence a deflection angle $112^{\circ} 59' 10''$ left and run southwest 148.82 feet; thence a deflection angle $90^{\circ} 00' 00''$ right and run northwest 171.17 feet; thence a deflection angle $94^{\circ} 43' 37''$ left and run southwest 198.45 feet; thence a deflection angle $90^{\circ} 00' 00''$ left and run southeast 224.55 feet to the point of beginning.

PARCEL 2

Begin at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 18 South, Range 1 West; thence run west along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of

350.02 feet; thence a deflection angle $87^{\circ}19'44''$ right and run north 623.31 feet; thence a deflection angle $66^{\circ}40'16''$ left and run northwest 609.51 feet; thence a deflection angle $91^{\circ}39'23''$ right and run northeast 170.30 feet; thence a deflection angle $92^{\circ}24'23''$ right and run southeast 23.41 feet; thence a deflection angle $91^{\circ}05'03''$ left and run northeast 90.00 feet; thence a deflection $88^{\circ}52'33''$ left and run northwest 110.00 feet to a point on the southeast right of way line of AL HWY 119; thence run northeast along the southeast right of way line of AL HWY 119 to a point on the west boundary of the property owned by Ralph A and Patricia H Sheets as recorded in Deed Book 3399 Page 225 in the Office of the Judge of Probate, Jefferson County, Alabama; thence run south along the west line of said property 778.24 feet to the southwest corner of said property ; thence continue along the last named course a distance of 42.71 feet; thence a deflection angle $90^{\circ}16'45''$ left and run east 676.02 feet; thence a deflection angle $90^{\circ}29'00''$ right and run south 1227.81 feet; thence a deflection angle $90^{\circ}29'00''$ left and run east 104.80 feet; thence a deflection angle $90^{\circ}39'33''$ right and run south 770.85 feet; thence a deflection angle $45^{\circ}08'54''$ left and run southeast 784.48 feet; thence a deflection angle $44^{\circ}52'03''$ right and run south 605.42 feet; thence a deflection angle $43^{\circ}38'24''$ right and run southwest 1016.04 feet; thence a deflection angle $45^{\circ}55'49''$ right and run west 618.74 feet to the Northeast Corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 18 South, Range 1 West; thence a deflection angle $89^{\circ}22'32''$ left and run south 1333.49 feet; thence a deflection angle $89^{\circ}21'39''$ right and run west 1318.42 feet; thence a deflection angle $89^{\circ}01'12''$ left and run south 1334.30 feet; thence a deflection angle $89^{\circ}09'01''$ right and run west 1323.31 feet; thence a deflection angle $45^{\circ}58'37''$ left and run southwest 1687.99 feet; thence a deflection angle $101^{\circ}46'10''$ left and run southeast 132.97 feet; thence a deflection angle $89^{\circ}17'53''$ right and run southwest 486.43 feet; thence a deflection angle $30^{\circ}46'56''$ left and run south 387.73 feet; thence a deflection angle $24^{\circ}05'12''$ right and run southwest 77.78 feet; thence a deflection angle $5^{\circ}13'41''$ right and run southwest 191.27 feet; thence a deflection angle $12^{\circ}45'20''$ left and run southwest 151.72 feet; thence a deflection angle $5^{\circ}46'05''$ right and run southwest 192.70 feet; thence a deflection angle $4^{\circ}23'34''$ right and run southwest 590.36 feet; thence a deflection angle $3^{\circ}14'32''$ right and run southwest 304.60 feet; thence a deflection angle $2^{\circ}53'35''$ left and run southwest 122.34 feet; thence a deflection angle $4^{\circ}18'27''$ left and run southwest 479.28 feet; thence a deflection angle $11^{\circ}59'29''$ right and run southwest 92.61 feet; thence a deflection angle $54^{\circ}08'42''$ right and run west 346.40 feet to the Southeast Corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ}21'20''$ left and run south 332.83 feet; thence a deflection angle $112^{\circ}48'07''$ right and run northwest 291.54 feet; thence a deflection angle $79^{\circ}01'22''$ left and run southwest 925.74 feet; thence a deflection angle $88^{\circ}56'00''$ right and run northwest 641.81 feet; thence a deflection angle $11^{\circ}29'01''$ left and run northwest 527.14 feet; thence a deflection angle $65^{\circ}30'23''$ left and run southwest 1127.20 feet to the point of beginning; LESS AND EXCEPT the right of way of Saddle Creek Trail.

PARCEL 3

Begin at the Northeast Corner of Section 14, Township 18 South, Range 1 West; thence run south along the east line of said section 2668.73 feet; thence a deflection angle $89^{\circ}19'32''$ right and run west 3981.25 feet; thence a deflection angle $90^{\circ}22'54''$ right and run 232.57 feet; thence a deflection angle $63^{\circ}44'49''$ left and run northwest 238.80 feet; thence a deflection angle $33^{\circ}05'27''$ right and run northwest 410.78 feet; thence a deflection angle $114^{\circ}54'30''$ left and run southwest

264.57 feet; thence a deflection angle $55^{\circ}10'04''$ right and run west 150.00 feet; thence a deflection angle $55^{\circ}10'04''$ left and run southwest 350.00 feet; thence a deflection angle $55^{\circ}10'04''$ right and run west 275.00 feet; thence a deflection angle $55^{\circ}10'04''$ left and run southwest 231.54 feet; thence deflection angle $54^{\circ}53'17''$ right and run west 660.03 feet; thence a deflection angle $90^{\circ}34'42''$ right and run north 3639.74 feet to a point on the southeast right of way line of AL HWY 119; thence run northeast along the southeast right of way line of AL HWY 119 to the northwest corner of the property owned by Norman Dale and Sandra W Harris as recorded in Deed Book 1924 Page 144 in the Office of the Judge of Probate, Jefferson County, Alabama; thence run southeast along the west boundary of said property 16.15 feet to the southwest corner of said property; thence a deflection angle $1^{\circ}15'45''$ right and run southeast 128.23 feet; thence a deflection angle $00^{\circ}39'26''$ right and run southeast 302.98 feet; thence a deflection angle $2^{\circ}25'06''$ left and run southeast 102.36 feet; thence a deflection angle $62^{\circ}13'59''$ left and run east 421.76 feet; thence a deflection angle $2^{\circ}04'08''$ left and run east 260.03 feet to the northeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 11, Township 18 South, Range 1 West; thence a deflection angle $19^{\circ}56'55''$ right and run southeast 1403.26 feet; thence a deflection angle $108^{\circ}53'28''$ left and run north 1779.85 feet to the northeast corner of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 11, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ}02'41''$ left and run west 1537.34 feet to a point on the southeast right of way line of AL HWY 119; thence a deflection angle $145^{\circ}27'05''$ right and run northeast along the southeast right of way line of AL HWY 119 a distance of 655.00 feet to the point of curvature of a curve to the left having a radius of 2920.87 feet and a chord length of 1855.47 feet; thence run along the arc of said curve a distance of 1888.17 feet to the point of tangency; thence continue along the tangent of said curve 476.80 feet; thence a deflection angle $112^{\circ}11'14''$ right and run southeast 331.61 feet; thence a deflection angle $64^{\circ}32'48''$ right and run southwest 450.80 feet; thence a deflection angle $8^{\circ}15'00''$ right and run southwest 357.70 feet; thence a deflection angle $67^{\circ}33'01''$ right and run west 253.13 feet; thence a deflection angle $90^{\circ}38'39''$ left and run south 235.92 feet; thence a deflection angle $132^{\circ}38'22''$ left and run northeast 344.08 feet; thence a deflection angle $93^{\circ}29'45''$ right and run southeast 1704.67 feet; thence a deflection angle $51^{\circ}05'58''$ left and run east 849.80 feet; thence a deflection angle $50^{\circ}37'59''$ left and run northeast 756.69 feet; thence a deflection angle $39^{\circ}09'40''$ left and run north 746.38 feet; thence a deflection angle $90^{\circ}14'03''$ right and run east 1334.29 feet; thence a deflection angle $90^{\circ}08'34''$ left and run north 1331.79 feet; thence a deflection angle $89^{\circ}45'13''$ left and run west 157.64 feet; thence a deflection angle $133^{\circ}39'52''$ right and run northeast 2148.39 feet; thence a deflection angle $44^{\circ}03'58''$ left and run north 1088.70 feet; thence a deflection angle $90^{\circ}12'13''$ right and run east 386.32 feet; thence a deflection angle $44^{\circ}48'25''$ left and run northeast 1330.60 feet; thence a deflection angle $45^{\circ}28'57''$ left and run north 381.47 feet to the northwest corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 1, Township 18 South, Range 1 West; thence a deflection angle $90^{\circ}11'22''$ right and run east 1333.48 feet; thence a deflection angle $90^{\circ}15'56''$ left and run north 1324.43 feet; thence a deflection angle $90^{\circ}53'29''$ right and run east 668.48 feet; thence a deflection angle $90^{\circ}05'58''$ left and run north 180.00 feet; thence a deflection angle $132^{\circ}02'33''$ right and run southeast 269.30 feet; thence a deflection angle $41^{\circ}56'35''$ left and run east 371.13 feet; thence a deflection angle $87^{\circ}43'02''$ right and run south 187.83 feet; thence a deflection angle $40^{\circ}58'14''$ left and run southeast 40.00 feet; thence a deflection angle $90^{\circ}00'00''$ left and run northeast 209.45 feet; thence a deflection angle $90^{\circ}00'00''$ right and run southeast 9.47 feet; thence a deflection angle $73^{\circ}29'02''$ left and run northeast 123.66 feet; thence a deflection angle $32^{\circ}58'00''$ right and run southeast 128.87 feet; thence a deflection angle $96^{\circ}41'00''$ left and run north 40.00 feet; thence a deflection angle $90^{\circ}00'00''$ right and run

east 1003.51 feet; thence a deflection angle $88^{\circ}38'53''$ right and run south 656.57 feet; thence a deflection angle $90^{\circ}53'13''$ right and run west 1339.34 feet; thence a deflection angle $90^{\circ}46'21''$ left and run south 988.88 feet; thence a deflection angle $90^{\circ}33'44''$ right and run west 1339.93 feet; thence a deflection angle $90^{\circ}16'55''$ left and run south 495.08 feet; thence a deflection angle $53^{\circ}58'12''$ left and run southeast 3.85 feet; thence a deflection angle $53^{\circ}45'19''$ right and run south 1823.63 feet; thence a deflection angle $90^{\circ}26'19''$ right and run west 2142.60 feet; thence a deflection angle $47^{\circ}54'07''$ left and run southwest 785.62 feet; thence a deflection angle $42^{\circ}26'23''$ left and run south 738.69 feet; thence a deflection angle $00^{\circ}21'53''$ right and run south 2658.72 feet; thence a deflection angle $89^{\circ}56'46''$ right and run west 1331.47 feet; thence a deflection angle $90^{\circ}02'25''$ left and run south 1308.27 feet; thence a deflection angle $89^{\circ}57'31''$ right and run west 1326.15 feet; thence a deflection angle $90^{\circ}11'10''$ left and run south 1334.84 to the point of beginning; LESS AND EXCEPT the right of way for Mountain View Lane, McNabb Road, and the following described property; commence at the northeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 11, Township 18 South, Range 1 West; thence run west 360.03 feet; thence a deflection angle $82^{\circ}05'43''$ right and run south 111.91 feet to the point of beginning; thence a deflection angle $53^{\circ}39'04''$ left and run southeast 419.37 feet; thence a deflection angle $89^{\circ}59'24''$ right and run southwest 104.96 feet; thence a deflection angle $90^{\circ}00'15''$ right and run northwest 59.94 feet; thence a deflection angle $90^{\circ}02'23''$ left and run southwest 588.69 feet; thence a deflection angle $132^{\circ}16'54''$ right and run northwest 567.92 feet; thence a deflection angle $47^{\circ}57'11''$ right and run northeast 207.00 feet; thence a deflection angle $89^{\circ}17'16''$ right and run southeast 57.87 feet; thence a deflection angle $88^{\circ}22'26''$ left and run northeast 104.39 feet to the point of beginning.

PARCEL 4

Commence at the Northwest Corner of Section 1, Township 17 South, Range 1 West; thence run east 1326.84 feet; thence a deflection angle $90^{\circ}00'00''$ right and run south 470.59 feet to a point on the southeast right of way line of AL HWY 119 also the point of beginning; thence a deflection angle $1^{\circ}59'31''$ right and run south 1433.53 feet; thence a deflection angle $63^{\circ}11'09''$ right and run southwest 397.35 feet; thence a deflection angle $90^{\circ}51'16''$ right and run northwest 1014.89 feet to a point on the southeast right of way line of AL HWY 119; thence a deflection angle $73^{\circ}14'41''$ right and run northeast along the said right of way 965.84 feet to the point of beginning.

PARCEL 5

Commence at the Southeast Corner of Section 2, Township 17 South, Range 1 West; thence run west 2107.23 feet to the point of beginning; thence continue along the same course 173.16 feet to a point on the southeast right of way of AL HWY 119; thence a deflection angle $109^{\circ}30'26''$ right and run northeast along the said right of way 76.34 feet; thence a deflection angle $96^{\circ}28'25''$ right and run southeast 164.26 feet to the point of beginning.

PARCEL 6

Begin at the Northeast Corner of Section 24, Township 18 South, Range 2 West; thence run west to the northwest corner of the northeast $\frac{1}{4}$ of said section; thence run south along the west line of said $\frac{1}{4}$ section 418.29 feet; thence southwest 1065.57 feet; thence northwest 298.52 feet; thence

southwest 416.26 feet to the northwest corner of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section; thence south along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 406.34 feet; thence southwest 1225.78 feet to a point on the south right of way line of Sicard Hollow Road and the north line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said section; thence run east along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 818.26 feet to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run south 1338.37 feet to the southwest corner of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said section; thence run east along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section to the southeast corner ; thence north along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 1760.13 feet; thence run east 2183.50 feet to a point on the north right of way of Sicard Hollow Road; thence run south and east along the said right of way line to a point on the east line of section 24, township 18 south , range 2 west; thence run north along the east line of said section 2860.28 feet to the northeast corner being the point of beginning; LESS AND EXCEPT: that property owned by Alexander W Jones Jr as recorded in deed book 201511 page 17381 in the Office of the Judge of Probate, Jefferson County, Alabama, and the right of way of Sicard Hollow Road and Cahaba Beach Road.

All of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 18 South, Range 2 West LESS AND EXCEPT: that property owned by Liberty Park Joint Venture LLP as recorded in Deed Book 200711 Page 11144 in the Office of Judge of Probate, Jefferson County, Alabama and the right of way of Sicard Hollow Road and Cahaba Beach Road.

All of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 18 South, Range 2 West LESS AND EXCEPT: that property owned by Alexander W Jones Jr as recorded in Deed Book 200804 Page 29907 and the property owned by Leslie D & William C Wood as recorded in Deed Book 201513 Page 25936 in the Office of Judge of Probate, Jefferson County, Alabama and the right of way for Cahaba Beach Road.

All of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West.

All of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West.

All of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast of Section 25, Township 18 South, Range 2 West LESS AND EXCEPT: that property owned by John B Rudolph as recorded in Deed Book 309 Page 840 in the Office of Judge of Probate, Shelby County, Alabama.

Commence at the intersection of the east line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West and the south boundary of the Cahaba River as the point of beginning; thence run south along the said east line 635.43 feet; thence a deflection angle $90^{\circ}00'00''$ left for 50 feet; thence a deflection angle $90^{\circ}00'00''$ and run north to the south boundary of the Cahaba River; thence run westerly along the south boundary of the Cahaba River to the point of beginning.

Begin at the Northwest Corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West; thence run east 34.04 feet to a point on the west right of way line of Cahaba

Beach Road; thence run southeasterly along the west right of way line of said road 791.98 feet; thence run southwest 542.72 feet to a point on the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run north along the west line of said $\frac{1}{4}$ - $\frac{1}{34}$ section 664.13 feet to the point of beginning.

All of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West.

All of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West LESS AND EXCEPT: the right of way of Interstate 459 and Sicard Hollow Road; A parcel of property described as follows: Commence at the Southwest Corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West; thence run north 191.19 feet to the point of beginning; thence continue north 353.45 feet; thence a deflection angle $140^{\circ}04'16''$ right and run southeast 271.04 feet; thence a deflection angle $90^{\circ}00'00''$ right and run southwest 226.86 feet to the point of beginning; another parcel of property described as follows: Begin at the point of intersection of the east line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West and the south right of way of Sicard Hollow Road ; thence run south along the said east line 525 feet; thence a deflection angle $90^{\circ}00'00''$ right and run west 100 feet; thence a deflection angle $90^{\circ}00'00''$ right and run north to the south right of way line of Sicard Hollow Road; thence run east along the south right of way line of Sicard Hollow Road to the point of beginning.

Begin at the Northeast Corner of Section 26, Township 18 South, Range 2 West; thence run west along the north line of said section 26 to its intersection with the southeast right of way line of Lakeside Drive; thence run southwest along the southeast right of way line of Lakeside drive to the northeast corner of Lot 9 of the First Sector of Blue Lake Estates as recorded in Map Book 64 Page 8 in the Office of Judge of Probate, Jefferson County, Alabama; thence run south along the east line of said subdivision 945.29 feet; thence a deflection angle $88^{\circ}35'46''$ left and run east 714.76 feet; thence a deflection angle $25^{\circ}44'47''$ left and run southeast 704.80 feet; thence a deflection angle $46^{\circ}30'55''$ left and run northeast 149.92 feet; thence a deflection angle $63^{\circ}30'11''$ right and run southeast 469.85 feet; thence a deflection angle $47^{\circ}01'26''$ right and run south 235.03 feet; thence a deflection angle $68^{\circ}29'53''$ right and run southwest 309.96 feet; thence a deflection angle $122^{\circ}15'00''$ left and run southeast 184.35 feet; thence a deflection angle $24^{\circ}45'00''$ left and run southeast 424.80 feet; thence a deflection angle $43^{\circ}45'00''$ right and run southeast 206.10 feet; thence a deflection angle $68^{\circ}29'30''$ right and run southwest 538.68 feet; thence a deflection angle $90^{\circ}00'00''$ left and run southeast 430.00 feet; thence a deflection angle $41^{\circ}00'00''$ right and run 770.00 feet; thence a deflection angle $40^{\circ}00'00''$ left and run southeast 420.00 feet; thence a deflection angle $90^{\circ}00'00''$ right and run southwest 310.00 feet to a point on the northeast right of way of US HWY 280; thence run southeast along the said right of way of U S HWY 280 470 feet, more or less to the Alabama Power Sub-Station lot; thence a deflection angle $90^{\circ}00'00''$ right and run 380.00 feet; thence a deflection angle $90^{\circ}00'00''$ right and run southeast 670.00 feet; thence a deflection angle 60° right and run south to a point on the south line of said section 26; thence run east along the south line 270.00 feet to the southeast corner of said section 26; thence run north to the point of beginning.

Begin at the Northeast Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 18 South, Range 2 West; thence run west along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 607.72 feet; thence a deflection angle $143^{\circ}39'01''$ and run southeast 253.05 feet; thence a deflection angle $36^{\circ}21'42''$

and run east 400.00 feet; thence a deflection angle $91^{\circ}22'43''$ and run north 150.08 feet to the point of beginning.

Commence at the Southeast Corner of Section 26, Township 18 South, Range 2 West; thence run west along the south line of said section 26 to its intersection with the south right of way of AL HWY 91/Cahaba River Road, being the point of beginning; thence continue along the same course to the southwest corner of the southeast 1.4 of said section 26; thence run north along the west line of said $\frac{1}{4}$ section to its intersection with the south right of way of AL HWY 91/ Cahaba River Road/ thence run east along the south right of way of AL HWY 91/Cahaba River Road to the point of beginning; LESS AND EXCEPT: that property owned by Jefferson County and recorded in Deed Book 200103 Page 0185 (Parcel No.21 Portal Site) in the Office of Judge of Probate, Jefferson County, Alabama.

PARCEL 7

Commence at the Southeast Corner of Section 26, Township 18 South, Range 2 West; thence run west along the south line of said section 270 feet to the point of beginning; thence continue along the same course to the northeast right of way line of U S HWY 280; thence run northwest along the northeast right of way line of U S HWY 280, 490 feet to the southeast line of the Alabama Power Sub-Station Lot; thence run a deflection angle $90^{\circ}00'00''$ right and run northeast along the southeast line of the Alabama Power Sub-Station Lot to the northeast corner of said Lot; thence turn a deflection angle $90^{\circ}00'00''$ and run southeast 320 feet; thence a deflection angle $60^{\circ}00'00''$ and run south 400 feet to the point of beginning.

PARCEL 8

Commence at the Southeast Corner of Section 26, Township 18 South, Range 2 West; thence run west along the south line of said section 522.67 feet; thence a deflection angle $34^{\circ}07'20''$ right and run northeast 1624.02 feet; thence a deflection angle $104^{\circ}05'48''$ and run northeast 102.63 feet to a point on the northeast right of way of U S HWY 280 and the southwest corner of the City of Birmingham Fire Station Lot, also being the point of beginning; thence run northeast along the northwest line of said Fire Station Lot 310 feet; thence a deflection angle $50^{\circ}00'00''$ left and run northwest 770 feet; thence a deflection angle $41^{\circ}00'00''$ left and run northwest 430 feet to a point on the east line of Lot 5 of Grandview Corporate Park as recorded in Map Book 183 Page 93 in the Office of Judge of Probate, Jefferson County, Alabama; thence a deflection angle $77^{\circ}02'$ left and run southwest 828.39 feet to a point on the northeast right of way line of U S HWY 280; thence run southeast along the northeast right of way line of U S HWY 280, 810 feet to the point of beginning.

PACEL 9

Commence at the Southeast Corner of the Southeast $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West; thence run north along the east line of said $\frac{1}{4}$ section 2420.51 feet to a point on the south right of way of Sicard Hollow Road; thence a deflection angle $120^{\circ}13'49''$ left and run southwest 103.35 feet to the point of beginning, also a point on the south right of way of Sicard Hollow Road; thence a deflection angle $77^{\circ}46'11''$ left and run south 134.55 feet; thence a deflection angle

48°56'18" right and run southwest 357.24 feet; thence a deflection angle 34°54'48" left and run southwest 750.00 feet thence a deflection angle 75°16'24" and run west 770.00 to a point on the west line of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said section; thence a deflection angle 90°23'39" and run north 935.00 feet to a point on the south right of way of Sicard Hollow Road; thence a deflection angle 53°01'15" right and run along the south right of way of Sicard Hollow Road 252.14 feet to a point of curvature of a curve to the right having a radius of 543.69 feet and a delta angle of 49°59'15" right , thence run along the arc of said curve 474.34 feet to the point of tangency; thence continue along the tangent and the south right of way of Sicard Hollow Road 130.79 feet; thence a deflection angle 77°17'07" right and run south 219.20 feet; thence a deflection angle 89°56'03" left and run east 99.85 feet; thence a deflection angle 90°00'00" and run north 196.78 feet to a point on the south right of way of Sicard Hollow Road; thence a deflection angle 102°38'06" right and run along the south right of way line 352.28 feet to the point of beginning.