

For recording purposes, this instrument was prepared by:

Scott Donaldson  
P.O. Box 2344  
Tuscaloosa, AL 35403

S½, SEC 36, T 20S, R10W  
SE¼ of SE¼, SEC 35, T 20S, R10W  
N½, SE¼, SEC 1, T 21S, R10W  
E½ of NE¼, SEC 2, T 21S, R10W

Source of Title:

Deed Book	<u>171</u>	Page	<u>162</u>
Deed Book	<u>199</u>	Page	<u>55</u>
Deed Book	<u>199</u>	Page	<u>57</u>

1999 897  
 Recorded in the Above  
 DEED Book & Page  
 01-26-1999 11:47:35 AM  
 Source Of Title: 171 / 162  
 W. Hardy McColium - Probate Judge  
 Tuscaloosa County, Alabama

\*\*\*\*\*

**GROUND LEASE BETWEEN  
 ALABAMA DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION  
 AND  
 THE TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY**

THIS AGREEMENT is made and entered into on the dates set forth below, to be effective upon the last signature hereto for the term stated herein, by and between **THE ALABAMA DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION** (referred to herein for convenience as "DMHMR") and **THE TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY** (referred to herein as "TCPARA"):

**RECITALS**

1. DMHMR owns land in Tuscaloosa County, Alabama which is vacant and unimproved.
2. TCPARA is a public authority created by Act 1248 of the 1969 Regular Session of the Alabama Legislature and as amended by Act 265 of the 1977 Regular Session. TCPARA owns land adjacent to the land owned by DMHMR. TCPARA is a board in regard to which a county or municipal governing body is a determining or appointing authority. TCPARA is managed and directed by a statutorily created Board of Directors appointed from the communities served, which is empowered to direct, supervise, and promote such recreational programs as will contribute to the general welfare of the residents

of the county. It is a mission of TCPARA to serve the citizens of Tuscaloosa County without discrimination of age, sex, race, social or economic class, color, national origin or disability; to assist in providing a wide range of quality activities that are responsive to the physical, cultural, social and educational needs and desires of persons served; and to establish and maintain effective communications, cooperation and coordination of services by and between providers of recreational services throughout Tuscaloosa County. The Board of Directors of TCPARA is further empowered to:

(a) Enter into contracts with and cooperate fully with other local agencies, state agencies and federal agencies for the purpose of maintaining and improving the recreational services and facilities of the county; and

(b) Acquire lands, buildings, and facilities for recreational purposes through purchase, lease, gift, or sale... .

3. TCPARA desires to lease the land owned by DMHMR for public recreational uses consistent with its statutory powers and mission; in particular, for the development and operation of a public golf course and such other public recreational uses as may be appropriate. The Board of Directors of TCPARA has determined that this lease and the proposed use of the land is in the best interest of the citizens of the communities it serves; that it will contribute to the health and welfare of and enhance the quality of life for the public; that it will lead to an increase in the character and quality of recreational opportunities for many citizens who otherwise might not have access to such activities; that the terms of the document are fair; and that it is consistent with its powers, duties and responsibilities. Both parties have

determined, through bona fide appraisals and independent evaluations, that the rent to be paid for the Premises is consistent with fair market value.

NOW THEREFORE, in consideration of the same, and the mutual promises and undertakings of the parties herein contained, the parties hereby agree as follows:

4. PREMISES LEASED AND USAGE

DMHMR hereby leases to TCPARA the land described on the attached Exhibit "A", referred to in this document as the "Premises", subject to any existing easements, rights of way, or leases. This lease does not include a parcel of land which includes a VOR station, as described on the attached Exhibit "B". The Premises shall be used by TCPARA for the development, construction and operation of a public golf course and/or for such other public recreational uses as may be determined by its Board of Directors to be consistent with the powers granted to it by the Alabama legislature as contained in the enabling act as amended from time to time and in its articles of incorporation, and without discrimination of age, sex, race, social or economic class, color, national origin or disability. The Premises may not be used for any other purposes.

In the event TCPARA has not started the construction of a public golf course on the Premises by the third anniversary of the Commencement Date of this lease (i.e., at the end of the third full year), DMHMR may, at its option, cancel and terminate this lease and all payments made by TCPARA hereunder shall be forfeited.

1999 899  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Souders, filed by  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

Further, DMHMR may, at its option, terminate and cancel this lease if a public golf course has not been completed by the fifth anniversary of the Commencement Date of this lease, and all payments made by TCPARA hereunder shall be forfeited.

**5. TERM**

The term of this lease shall be for an initial period of forty (40) years, beginning January 13, 1999 (referred to in this lease as the "Commencement Date") and ending on January 12, 2039. TCPARA shall have the option to extend the lease for an additional twenty (20) years (the first renewal period) beginning January 13, 2039 and ending January 12, 2059. TCPARA shall be deemed to have exercised the option to extend the term unless it notifies DMHMR at least 120 days prior to the ending date of the initial term (i.e., by September 14, 2038) that it does not intend to exercise the option. TCPARA shall have a further option to extend the term an additional twenty (20) years (the second renewal period) beginning January 13, 2059 and ending January 12, 2079. TCPARA shall be deemed to have exercised this option to extend the term unless it notifies DMHMR at least 120 days prior to the ending date of the first renewal period (i.e., by September 14, 2058) that it does not intend to exercise the option. Except as otherwise provided herein with respect to rent, all other terms and conditions remain the same throughout any renewal periods.

**6. RENTAL**

TCPARA shall pay to DMHMR rent for the Premises in the following amounts for the term stated. TCPARA shall make such

1999 900

Recorded in the Above

DEED Book & Page

01-26-1999 11:47:35 AM

Source of Title: 171 / 102

W. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

payments to the address listed under "Notices" in this agreement. Except as noted for the percentage of gross revenue rent paid in years 16 through 80, all rent is due in advance on the anniversary of the Commencement Date at the beginning of the referenced year (e.g., rent for the third year is due on the second anniversary of the Commencement Date).

a. Upon the Commencement Date of this Lease, the sum of Fifty thousand dollars (\$50,000.00).

b. Upon the first anniversary of the Commencement Date (i.e., the start of the second year), the sum of Fifty thousand dollars (\$50,000.00).

c. For the third (3rd) year through the fifteenth (15th) year of this lease (i.e., for years 2001 through 2013), the sum of one hundred fifty thousand dollars (\$150,000.00) each year.

d. For the sixteenth (16th) year through the thirtieth (30th) year of this lease (i.e., for years 2014 through 2028), the sum of one hundred fifty thousand dollars (\$150,000.00) each year plus two per-cent (2%) of gross revenues from any and all sources associated with the use of the Premises, including but not limited to the sale of concessions, souvenirs, or other means of generating revenues.

e. For the thirty-first (31st) year through the fiftieth (50th) year of this lease (i.e., for years 2029 through 2048 and assuming TCPARA has exercised the option following the fortieth year), the sum of (\$150,000.00) each year plus four per-cent (4%) of gross revenues from any and all sources associated with the use of the Premises, including but not limited to the sale of

Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source of Title: W. Hardy  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

concessions, souvenirs, or other means of generating revenues

f. For the fifty-first (51st) through the eightieth (80th) year of this lease, (i.e., for years 2049 through 2078 and assuming TCPARA has exercised the option following the sixtieth year), the sum of (\$150,000.00) each year plus eight per-cent (8%) of gross revenues from any and all sources associated with the use of the Premises, including but not limited to the sale of concessions, souvenirs, or other means of generating revenues.

The portion of the rent for years 16 through 80 which represents a percentage of gross revenue shall be due and payable in arrears on a quarterly basis not later than 60 days following the end of a quarter. TCPARA will use its best efforts to maximize revenues attributable to the Premises in a manner consistent with the purposes of this lease. TCPARA shall further maintain books, accounts and records of all activities on the Premises in accordance with generally accepted accounting procedures, as promulgated by the American Institute of Certified Public Accountants, and will provide DMHMR with accurate information regarding the total revenues from any and all uses of the Premises with the payment of the percentage rent. DMHMR shall have the right, at its sole expense, to review or audit all of the books and records of TCPARA relating to activities conducted on the Premises upon reasonable notice.

TCPARA agrees to peaceably relinquish possession of the Premises on the applicable ending date, or upon any earlier termination as provided herein.

**7. DMHMR OBLIGATIONS**

A. DMHMR assumes no responsibility for any maintenance or upkeep of the Premises, nor does it assume any responsibility or control whatsoever over the improvements thereon or the use of the Premises by any person while this lease is in effect. It is understood and agreed that DMHMR will provide no insurance whatsoever for the benefit of TCPARA or the person using the Premises while under the control of TCPARA.

B. By signing this Agreement, TCPARA acknowledges the opportunity to have examined the title of DMHMR to the Premises and accepts the status of the title by its signature.

**8. TCPARA OBLIGATIONS**

A. Expenses, Costs and Charges: TCPARA shall assume all costs, expenses and charges whatsoever arising from the maintenance, use and upkeep of the Premises, including utilities and landscaping.

B. Establishment of Fees: TCPARA shall be entitled to collect and retain all fees and charges for the use of the Premises, and shall be solely and exclusively responsible for the establishment of any such fees and charges. DMHMR shall assume no control over the establishment, collection and disposition of said fees and charges; nevertheless, TCPARA agrees that all such fees and charges will be reasonable and established in a manner that allows the public as a whole to benefit from this lease.

C. Taxes: TCPARA shall promptly pay and be responsible for all taxes, assessments, or other charges (if any) levied or assessed against the Premises or improvements thereon due to the

occupancy or use of the Premises by TCPARA.

D. Insurance: TCPARA agrees to procure and maintain good and sufficient public liability insurance for loss claimed by any persons resulting in injury or death or damage or destruction of property in the use and occupancy of the leased Premises; and for good and sufficient fire and other casualty insurance on the improvements made on the Premises. TCPARA shall cause DMHMR to be named as an additional insured on the policy of insurance. TCPARA shall provide proof of such insurance to DMHMR upon its request.

TCPARA shall indemnify and hold DMHMR harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all costs and expenses thereof arising out of injury to persons (including death) or property occurring in, on, or about, or arising out of the Premises. DMHMR agrees to assert, to the extent permitted by law, the defense of sovereign immunity to any such matter.

E. Compliance with laws: TCPARA shall (at its cost and expense) comply with all applicable laws, statutes, ordinances, regulations, rules, policies, and pronouncements from all governmental bodies or authorities which relate to this lease.

F. Golf Tournament: TCPARA agrees to annually sponsor, at its expense, a benefit golf tournament with the gross proceeds accruing to DMHMR facilities or such other purposes as DMHMR may direct. DMHMR shall have the right to approve the plans and date of the tournament, including the name and the types of participants. TCPARA shall make good faith reasonable efforts to promote the



tournament to maximize the proceeds.

**9. ENVIRONMENTAL MATTERS**

TCPARA shall not create, store, treat, generate, maintain, dispose of, or otherwise handle any substances or materials which could be classified as hazardous or environmentally dangerous during its use and occupancy of the Premises, or cause or allow any such substance or material to be present at the expiration or termination of this lease, other than any such materials or substances which are necessary and appropriate for the permitted use of the Premises (such as materials used for golf course maintenance and upkeep). TCPARA shall assume all responsibility and liability for the non-compliance with any environmental law, rule or regulation during the term of this lease. DMHMR represents that as of the Commencement Date, the Premises are free from hazardous or environmentally dangerous materials or substances that would impair or impede the ability of TCPARA to use the Premises for the purposed intended. In the event any such materials or substances are located on the Premises, DMHMR may have such materials removed, in accordance with applicable laws, rules and regulations, or cancel this lease, if TCPARA does not agree to assume liability and responsibility for such removal.

**10. DESTRUCTION OF PREMISES**

TCPARA assumes the risk of loss for the Premises and all improvements thereon during the lease term. In the event insurance does not fully cover the replacement cost of any improvement destroyed by fire or other casualty, TCPARA will restore the same

at its own expense.

**11. DEFAULT**

Either party shall be in default where it fails to fulfill a material obligation of this lease, where such failure continues after thirty (30) days written notice to the defaulting party from the non-defaulting party; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within said thirty (30) day period, the party shall have a reasonable time to cure said default if it diligently pursues such activity.

**12. NON-WAIVER**

Neither party shall be deemed to have waived any requirement or obligation hereunder on the part of the other by the failure to take action or steps as a result of any occurrence, and the terms of this agreement cannot be waived, modified or suspended except in writing signed by all parties.

There are no third party beneficiaries to this agreement.

**13. NON-ASSIGNMENT**

TCPARA shall not assign or sublet its rights and obligations hereunder in whole or in part without the written approval of the DMHMR. It is recognized that public recreational authorities may obtain funding from federal, state and local public and private sources for the development and construction of improvements. Nothing contained herein shall prevent TCPARA from borrowing money or funds to engage in the permitted uses and executing such documents as may be customary for such purposes. The parties recognize the Premises may not be transferred in whole or part to

1999 907  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

any private person, firm or corporation without  
provisions of Code of Alabama, 1975, §9-15-70, et. seq.

**14. WASTE, ALTERATIONS, AND IMPROVEMENTS**

TCPARA shall not commit or permit any waste on the leased Premises, nor shall it maintain, commit or permit the maintenance or commission of any nuisance or unlawful activity on the leased Premises.

TCPARA is permitted to make such alterations, improvements and additions to the Premises as it deems appropriate and necessary to conduct the permitted uses; provided, however, no such alterations or improvements shall cause a decrease in the value of the Premises. At the expiration of this lease and any applicable extension periods, all permanent improvements and additions (such as a golf course and permanent buildings but not including any personal property, equipment, supplies, vehicles, tools, and similar removable items of TCPARA) shall belong to DMHMR.

**15. NOTICES**

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if hand delivered or mailed registered mail, postage prepaid:

**If to the DMHMR:**

Commissioner, DMHMR  
P.O. Box 301410  
Montgomery, AL 36130-1410

**If to the TCPARA:**

Executive Director  
P.O. Box 2496  
Tuscaloosa, AL 35403

or at such address as the parties may designate in writing.

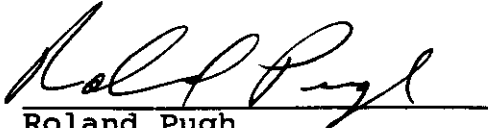
**16. GENERAL**

The headings and titles contained in this lease are for reference purposes only and do not restrict or limit the application of the terms contained thereunder.

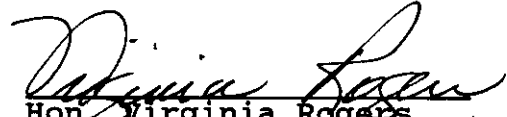
**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the dates set forth below.


1999 908  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama


TUSCALOOSA COUNTY PARK  
AND RECREATION AUTHORITY  
BY:

  
Roland Pugh  
Its Chairman of the Board

ALABAMA  
DEPARTMENT OF MENTAL HEALTH  
AND MENTAL RETARDATION  
BY:

  
Hon. Virginia Rogers  
Its Commissioner

  
Don Kelly  
Its Executive Director

APPROVED:  
  
HON. FOB JAMES  
GOVERNOR, STATE OF ALABAMA

1999 909  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama



State of Alabama            )  
                                  )  
Tuscaloosa County         )

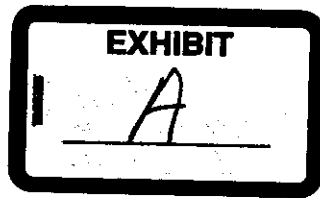
Before me, the undersigned authority in and for said county and state, personally appeared Don Kelly, whose name as Chairman of the Board and Executive Director of the Tuscaloosa County Park and Recreation Authority is signed to the foregoing agreement and who is known to me, and acknowledged before me on this date that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said authority, acting in his capacity as aforesaid.

This the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

1999 911  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama



1999 912  
Recorded in the Above  
DEED Book & Page  
01-26-1999 10:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCallum CIVIL ENGINEERS Probate Judge  
Tuscaloosa County, Alabama

**LEGAL DESCRIPTION  
TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY  
STATE OF ALABAMA  
DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION  
LEASE PROPERTY**

A parcel of land located in the South Half of Section 36, the Southeast Quarter of the Southeast Quarter of Section 35 in Township 20 South, Range 10 West, also the North Half of Section 1, the Southeast Quarter of Section 1, the East Half of the Northeast Quarter of Section 2 in Township 21 South, Range 10 West all in Tuscaloosa County, Alabama and being more particularly described as follows:

As a POINT OF BEGINNING, start at the Northeast corner of said Section 1; thence run in a Southerly direction and along the East boundary of said Section 1 for a distance of 2,638.24 feet to a point; thence with an interior angle of 180 degrees 17 minutes continue in a Southerly direction along the East boundary of said Section 1 for a distance of 947.84 feet to a point, said point being on the North boundary of the Tuscaloosa City Board of Education Property; thence with an interior angle of 49 degrees 00 minutes run in a Northwesterly direction and along the North boundary of said Tuscaloosa City Board of Education Property for a distance of 207.03 feet to the point of curvature of a curve, having a delta of 48 degrees 37 minutes and a radius of 845.56 feet; thence with an interior angle of 204 degrees 19 minutes to the chord continue in a Northwesterly direction to Southwesterly direction and along the curving North boundary of said Tuscaloosa City Board of Education Property for a chord distance of 696.14 feet (arc distance of 717.47 feet) to the point of tangency of said curve; thence with an interior angle of 204 degrees 19 minutes from the chord run in a Southwesterly direction and along the North boundary of said Tuscaloosa City Board of Education Property for a distance of 456.94 feet to a point, said point being the Northwest corner of the Tuscaloosa City Board of Education Property, said point being on the East Right-of-Way of North Ridge Road, a 100 foot Right-of-Way unrecorded, said point being on a curve having a delta of 8 degrees 17 minutes and a radius of 2,814.99 feet; thence with an interior angle of 274 degrees 58 minutes to the chord run in a Southeasterly direction and along the curving West boundary of said Tuscaloosa City Board of Education Property for a chord distance of 406.26 feet (arc distance 406.62 feet) to the point of tangency of said curve; thence with an interior angle of 184 degrees 08 minutes from the chord continue in a Southeasterly direction and along the West boundary of said Tuscaloosa City Board of Education Property for a distance of 1,591.13 feet to a point, said point being the Southwest corner of said Tuscaloosa City Board of Education Property, said point also being on the South boundary of said Section 1; thence with an interior angle of 69 degrees 26 minutes run in an Westerly direction and along the South boundary of said Section 1 for a distance of 585.42 feet to a point; thence with an interior angle of 179 degrees 39 minutes continue in a Westerly direction along the South boundary of said Section 1 for a distance of 450.80 feet to a point, said point being the Southeast corner of the City of Tuscaloosa Water Tank and Fire Station Site; thence with an interior angle of 94 degrees 10 minutes run in a Northerly direction along the East boundary of said City of Tuscaloosa Property for a distance of 300.03 feet to a point, said point being the Northeast corner of said City of Tuscaloosa Property; thence with an interior angle of 266 degrees 34 minutes run in a Westerly direction along the North boundary of said City of Tuscaloosa Property for a distance of 209.71 feet to a point, said point being the Northwest corner of said City of Tuscaloosa Property, said point also being on the East boundary of Ridgeland Subdivision, as



recorded in Plat Book 10, Page 77 in the Probate Office of Tuscaloosa County; thence with an interior angle of 93 degrees 21 minutes run in a Northerly direction along the East boundary of said Ridgeland Subdivision for a distance of 2,345.39 feet to a point, said point being the Northeast corner of said Ridgeland Subdivision; thence with an interior angle of 266 degrees 34 minutes run in a Westerly direction along the North boundary of said Ridgeland Subdivision for a distance of 2,634.23 feet to a point, said point being the Northwest corner of said Ridgeland Subdivision; thence with an interior angle of 179 degrees 58 minutes continue in a Westerly direction and along the South boundary of the Southwest Quarter of the Northwest Quarter of said Section 1 for a distance of 648.04 feet to a point, said point being on the West boundary of said Section 1; thence with an interior angle of 180 degrees 05 minutes continue in a Westerly direction and along the South boundary of the Southeast Quarter of the Northeast Quarter of said Section 2 for a distance of 1,130.25 feet to a point, said point being on the Northeast Right-of-Way of an unnamed county road, said point being on a curve having a delta of 54 degrees 04 minutes and a radius of 110.11 feet; thence with an interior angle of 142 degrees 39 minutes to the chord run in a Northwesterly direction and along said curving Right-of-Way for a chord distance of 100.08 feet (arc distance 103.89 feet) to the point of tangency of said curve; thence with an interior angle of 207 degrees 02 minutes from the chord continue in a Northwesterly direction and along said Right-of-Way for a distance of 48.78 feet to a point, said point being the intersection of the unnamed county road and Watermelon Road, a variable width Right-of-Way; thence with an interior angle of 81 degrees 15 minutes run in a Northeasterly direction and along said Watermelon Road Right-of-Way for a distance of 816.79 feet to the point of curvature of a curve having a delta of 1 degree 42 minutes and a radius of 22,892.70 feet; thence with an interior angle of 179 degrees 09 minutes to the chord continue in a Northeasterly direction and along said Right-of-Way for a chord distance of 681.10 feet (arc distance 681.13 feet) to a point; thence with an interior angle of 181 degrees 54 minutes continue in a Northeasterly direction and along said Right-of-Way for a distance of 99.83 feet to a point, said point being on a curve having a delta of 0 degrees 54 minutes and a radius of 22,897.70 feet; thence with an interior angle of 176 degrees 33 minutes to the chord continue in a Northeasterly direction and along said curving Right-of-Way for a chord distance of 356.90 feet (arc distance 356.90 feet) to a point; thence with an interior angle of 186 degrees 20 minutes from the chord continue in a Northeasterly direction and along said Right-of-Way for a distance of 42.39 feet to a point; thence with an interior angle of 173 degrees 14 minutes continue in a Northeasterly direction and along said Right-of-Way for a distance of 189.04 feet to a point, said point being on the South boundary of the Northridge Baptist Church Subdivision Phase II Property, as recorded in the Plat Book 19, Page 69 in the Probate Office of Tuscaloosa County; thence with an interior angle of 110 degrees 18 minutes run in an Easterly direction along the South boundary of said Northridge Baptist Church Subdivision Phase II Property for a distance of 856.58 feet to a point; thence with an interior angle of 271 degrees 33 minutes run in a Northerly direction along the East boundary of said Northridge Baptist Church Subdivision Phase II Property for a distance of 668.86 feet to a point; thence with an interior angle of 270 degrees 00 minutes run in a Westerly direction along the North boundary of said Northridge Baptist Church Subdivision Phase II Property for a distance of 586.52 feet to a point, said point being on the East Right-of-Way of Watermelon Road; thence with an interior angle of 68 degrees 09 minutes run in a Northeasterly direction and along said Right-of-Way for a distance of 134.82 feet to a point; thence with an interior angle of 185 degrees 27 minutes continue in a Northeasterly direction and along said Right-of-Way for a distance of 81.08 feet to a point, said point being on a curve having a delta of 20 degrees 34 minutes and a radius of 1,210.91 feet; thence with an interior angle of 188 degrees 39 minutes to the chord continue in a Northeasterly direction and along said curving Right-of-Way for a chord distance of 432.22 feet (arc distance 434.55 feet) to the point of tangency of said curve; thence with an interior angle of 190 degrees 17 minutes from the chord run in a Northerly direction and along said Right-of-Way for a distance of 738.77 feet to a point; thence with an interior angle of 176 degrees 24 minutes continue in a Northerly direction and

along said Right-of-Way for a distance of 79.78 feet to a point, said point being on a curve having a delta of 17 degrees 07 minutes and a radius of 1,839.84 feet; thence with an interior angle of 175 degrees 02 minutes to the chord run in a Northeasterly direction and along said curving Right-of-Way for a chord distance of 547.42 feet (arc distance 549.46 feet) to a point; thence with an interior angle of 175 degrees 51 minutes from the chord continue in a Northeasterly direction and along said Right-of-Way for a distance of 97.10 feet to a point, said point being on a curve having a delta of 3 degrees 54 minutes and a radius of 1,849.84 feet; thence with an interior angle of 170 degrees 38 minutes to the chord continue in a Northeasterly direction and along said curving Right-of-Way for a chord distance of 126.07 feet (arc distance 126.10 feet) to a point; thence with an interior angle of 178 degrees 03 minutes from the chord continue in a Northeasterly direction and along said Right-of-Way for a distance of 152.19 feet to a point, said point being on the South boundary of the Tuscaloosa County Park and Recreation Authority Property, said point also being on the South Right-of-Way of Union Chapel Road, an 80 foot Right-of-Way; thence with an interior angle of 84 degrees 56 minutes run in a Southeasterly direction and along said Tuscaloosa County Park and Recreation Authority Property for a distance of 1,535.62 feet to a point, said point being on a curve, having a delta of 281 degrees 10 minutes and a radius of 1,000.00 feet; thence with an interior angle of 186 degrees 10 minutes to the chord run in a Southeasterly to Easterly direction and along said curving boundary for a chord distance of 1,269.85 feet (arc distance 4,907.36 feet) to a point on the South boundary of said Tuscaloosa County Park and Recreation Authority Property, said point also being on a curve having a delta of 1 degree and 13 minutes and a radius of 1,472.69 feet; thence with an interior angle of 199 degrees 18 minutes from the chord run in a Southeasterly direction and along said curving boundary for a chord distance of 31.37 feet (arc distance 31.37 feet) to the point of tangency of said curve; thence with an interior angle of 180 degrees 37 minutes from the chord continue in an Easterly direction along the South boundary of said Tuscaloosa County Park Recreation Authority Property for a distance of 1,087.76 feet to the Southeast corner of said Tuscaloosa County Park Recreation Authority Property; thence with an interior angle of 273 degrees 17 minutes run in a Northerly direction and along the West boundary of the Northeast Quarter of the Southeast Quarter of said Section 36 for a distance of 1,279.09 feet to a point; thence with an interior angle of 87 degrees 20 minutes run in an Easterly direction and along the North boundary of the Northeast Quarter of the Southeast Quarter for a distance of 1,316.89 feet to a point, said point being on the East boundary of said Section 36; thence with an interior angle of 92 degrees 58 minutes run in a Southerly direction and along the East boundary of said Section 36 for a distance of 2,647.62 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 180 degrees 09 minutes. Said parcel containing 592.58 acres.

For plat showing this parcel see McGiffert and Associates, Inc. Drawing No. 517-98.

1999 914  
Recorded in the Above  
DEED Book & Page  
01-26-1999 11:47:35 AM  
Source Of Title: 171 / 162  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

**Exhibit B** to the Lease Agreement between the Alabama Department of Mental Health and Mental Retardation and the Tuscaloosa Parks and Recreation Authority

1999 915

Recorded in the Above  
DEED Book & Page

01-26-1999 11:47:35 AM

Source Of Title: 171 / 162

W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

**LEGAL DESCRIPTION**

A parcel of land located in the South half (1/2) of the Southwest Quarter (1/4) of Section 36, Township 20 South, Range 10 West, of the Huntsville Meridian, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of Section 36, and run in an easterly direction along the North Line of said Section 36, for a distance of 2218.82 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 4357.75 feet to the POINT OF BEGINNING; thence turn an angle to the left of 92°20' and run in a westerly direction for a distance of 180.00 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 85.00 feet; thence turn an angle to the right of 90° and run in a easterly direction for a distance of 180.00 feet; thence turn an angle to the right of 90° and run in a northerly direction for a distance of 85.00 feet to the POINT OF BEGINNING containing ± 0.35 acre.

Also, a twenty (20) foot access easement running over and across the South half (1/2) of the Southwest Quarter (1/4) of Section 36, Township 20 South, Range 10 West, of the Huntsville Meridian, Tuscaloosa County, Alabama, and being ten (10) feet either side of the following described centerline:

Commence at the Northwest corner of Section 36, and run in an easterly direction along the north line of said Section 36, for a distance of 2218.82 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 4357.75 feet; thence turn an angle to the left of 90°20' and run in a westerly direction for a distance of 180.00 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 66.92 feet to the POINT OF BEGINNING; thence turn an angle to the left of 88°27', and run in a westerly direction for a distance of 100.75 feet; thence turn an angle to the left of 84°49', and run in a northerly direction for a distance of 109.88 feet; thence turn an angle to the right of 169°51', and run in a northerly direction for a distance of 137.96 feet; thence turn an angle to the left of 174.55 feet, and run in a northerly direction for a distance of 176.61 feet; thence turn an angle to the right of 169°56', and run in a northerly direction for a distance of 153.55 feet; thence turn an angle to the left of 174°50', and run in a northerly direction for a distance 111.43 feet; thence turn an angle to the left of 170°04', and run in a northerly direction for a distance of 87.04 feet; thence turn an angle to the left of 176°09', and run in a northerly direction for a distance of 134.62 feet; thence turn an angle to the right of 169°05', and run in a northerly direction for a distance of 16.26 feet

to a point on the southwest right-of-way of the Munny Sokol Road, an 80 feet right-of-way, said point being the POINT OF ENDING.

Also a parcel of land designated as the Clear Zone and located in the South half (1/2) of the Southwest Quarter (1/4) of Section 36, Township 20 South, Range 10 West and in the North half (1/2) of the Northwest Quarter (1/4) of Section 1, Township 21 South, Range 10 West, of the Huntsville Meridian, Tuscaloosa County, Alabama, and being a 1,000 foot radius rotating in a complete circle about the following described center point:

Commence at the Northwest corner of Section 36, and run in an easterly direction along the North line of said Section 36, for a distance of 2173.64 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 4409.33 feet to the center point of said 1000 foot radius, said point being the center of the FAA VORTAC Tower as it now exists, containing ± 72.12 acres.

Note: The acreage in the Clear Zone includes the ± 0.35 acre shown in the above parcel. The site and clear zone are further illustrated on a Plat of Survey by Brooks & Brooks, Inc. dated 2/5/98, and hereby made a part of this lease agreement.

Together with a right-of-way for ingress to an egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Department of Mental Health and Mental Retardation, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the United States Government.

1999 916	
Recorded in the Above	
DEED Book & Page	
01-26-1999 11:47:35 AM	
Source Of Title: 171 / 162	
W. Hardy McCollum - Probate Judge	
Tuscaloosa County, Alabama	
Book/Pg: 1999/897	
Term/Cashier: SCAN1 / pav	
Tran: 1035.70508.101029	
Recorded: 01-26-1999 11:50:16	
REC Recordins Fee	51.00
SOT Source of Title	1.50
PJF Probate Judge Fee	2.00
Total Fees: \$ 54.50	