MEMORANDUM OF AGREEMENT
U.S. Courthouse
Montgomery, Alabama

WHEREAS, the General Services Administration (GSA), has determined that the construction of the U.S. Courthouse (CT) will have an effect upon the following historic properties eligible for listing in the National Register of Historic Places currently owned or to be acquired by GSA: F.M. Johnson, Jr. Federal Building-Courthouse (FB-CT) located at 15 Lee Street (Block 20, Parcel 1, Lot 1, 2, 9 and 10), the Greyhound Bus Terminal of Montgomery (Bus Station) located at 210 South Court Street (Block 20, Parcel 2, Lot 3 and 8), the Figh-Pickett House located at 14 Clayton Street (Block 19, Parcel 4, Lot 4 and 5) and the Art Deco Professional Building located at 46-52 Clayton Street (Block 19, Parcel 1, Lot 7 and 8), all of which are more specifically identified in Exhibit A;

WHEREAS, GSA has consulted with the Alabama State Historic Preservation Officer (SHPO) also known as the Alabama Historical Commission, the Montgomery County Historical Society (MCHS) an Alabama Non-Profit Corporation, and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 and Section 111 of the National Historic Preservation Act (16 U.S.C. 470f and 470h-3);

WHEREAS, the Bus Station will be documented by GSA prior to partial demolition of later additions and prior to construction activities of the CT, and one portion of the Bus Station will be demolished by GSA as per demolition plans concurred with by the SHPO and utilized in construction of the CT and the remaining portion of the Bus Station will be granted, leased or otherwise conveyed to the SHPO following construction of the CT;

WHEREAS, the Figh-Pickett House will be documented by GSA prior to demolition of nonhistoric additions and prior to construction activities of the CT, and the Figh-Pickett House will be relocated by GSA following demolition of nonhistoric additions prior to construction activities of the CT and thereupon shall become the property of the MCHS, or the Figh-Pickett House will be demolished at its existing location by GSA if the MCHS is unable to obtain a new site for the Figh-Pickett House by February 16, 1996;

WHEREAS, the Art Deco Professional Building will be documented by GSA prior to its demolition and the construction of the CT; and

NOW, THEREFORE, GSA, the SHPO, the MCHS and the Council agree that the construction of the CT shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the identified historic properties referred to above.

Stipulations

GSA will ensure that the following measures are carried out:

I. DOCUMENTATION

Prior to the construction of the CT, GSA will ensure that the following recordation measures are carried out in consultation with the SHPO prior to demolition, partial demolition or relocation of the following historic properties:

A. Art Deco Professional Building.

1. Measured Drawings: Scaled floor plan and site plan

2. Photographs: Black & White archival quality large-format (4x5) negatives and proofs including general views of complete exterior, detailed frontal photograph(s) of the main entrance, and selected interior views

3. Written Data: Architectural data form on archival bond

B. Figh-Pickett House.

1. Measured Drawings: Existing condition scaled documentary drawings as follows: four (4) elevations (including an accurate indication of the grade slope of the front and sides, two (2) sections (one from each direction), three (3) floorplans (basement, first and second floors), one (1) plot plan of site encompassing modern extension on site of original service ell.

2. Photographs: Black & White archival quality large-format (4x5) negatives and proofs, including general views of the complete exterior

(including complete frontal view of the facade, a view of the facade and the east side elevation, views of sides and visible portions of rear); interior (including views of the stair hall, second-floor hallway and one representative second floor room); basement area (the earlier marble and slate paving detected beneath the main structure).

3. Written Data: Architectural data form on archival bond

C. Bus Station.

1. Measured Drawings: Scaled floor plan showing 1961-period configuration of the building itself and its 1961-period surroundings (including the bus-loading bays to the sides and rear), the retaining wall between the Bus Station and adjacent FB-CT, and a site plan of the entire block.

2. Photographs: Black & White archival quality large-format (4x5) negatives and proofs consisting of general views of the complete exterior of the Bus Station and views of the general surroundings including the adjacent FB-CT and streets specifically showing the locational relationship of the Bus Station to the FB-CT

3. Written Data: Architectural data form on archival bond

D. GSA shall ensure that all documentation is completed and accepted by the SHPO prior to the partial or complete demolition of the Art Deco Professional Building, the Figh-Pickett House and the Bus Station, and that the negatives and a copy of the documentation are delivered to the SHPO.

II. DESIGN REVIEW

GSA shall provide architectural design documents and other appropriate representations for the CT to the SHPO at the following stages of project design: concept, design development and construction document phase or on a modified review schedule agreed upon by GSA and the SHPO. GSA shall ensure that the

project design for new construction is compatible with the historic and architectural qualities of the FB-CT and Bus Station in terms of scale, massing, color and materials, and is responsive to the recommended approaches to new construction set forth in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service, 1992).

III. HISTORIC PROPERTY CONDITIONS AND RESTRICTIONS FOR THE BUS STATION

The SHPO shall ensure that the preservation conditions developed in consultation with GSA and the Council (Exhibit B: Historic Property Preservation Conditions and Restrictions for the Preservation of the Greyhound Bus Terminal of Montgomery) shall be appended to any documents conveying, leasing, or otherwise granting the Bus Station and be recorded in the land records of Montgomery County, State of Alabama in order to ensure the preservation of the Bus Station.

IV. RELOCATION OF THE FIGH-PICKETT HOUSE

A. The MCHS will work closely with the SHPO to locate a new site for the Figh-Pickett House. In the event the MCHS acquires a new site satisfactory to the SHPO for the Figh-Pickett House, GSA shall ensure that the Figh-Pickett House is moved to the new site in accordance with the approaches recommended in Moving Historic Buildings (John Obed Curtis, 1979, American Association for State and Local History), and in accordance with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations by a professional mover who has the capability to move historic structures properly.

B. GSA shall spend a maximum of $264,000 (as per attachment 1--R.K. Construction Estimate 2-9-96) to relocate and install the Figh-Pickett House on the new site. The cost of relocation and installation of the Figh-Pickett House to the new site shall not include upgrades or restoration work. GSA shall directly contract for the following items: move contractor, subcontractors, general liability, workman's compensation, fees, overhead, profit, builders risk insurance coverage associated with the relocation and installation; travel and lodging per diem incurred as a result of the relocation and installation; clearing city utilities along the relocation route; preparation of the

site to which the house is to be moved; lifting and transporting of the upper two floors of said house to the new site; demolition and dismantling of the brick basement level; reconstruction of the basement level foundation on the new site in order to replicate, as nearly as possible (based on documentary drawings stipulated in I.B.1 above), the external appearance of the basement level which is to be demolished; relocation of the Figh-Pickett House to the new site; and positioning of said house on the reconstructed foundation and basement in order to replicate, as nearly as possible, the existing appearance of the Figh-Pickett House. The GSA shall ensure that all plans and specifications for the relocation and installation of the existing Figh-Pickett House, are reviewed by the SHPO. The MCHS shall ensure that all plans and specifications for the reconstruction and restoration of the Figh-Pickett House are reviewed by the SHPO.

C. The MCHS shall not be required to accept title to the Figh-Pickett House until said house has been relocated and installed on the new site. The MCHS shall ensure that the preservation conditions developed in consultation with GSA and the Council (Exhibit C: Historic Property Preservation Covenant for the Figh-Pickett House) shall be appended to any documents conveying or otherwise granting the Figh-Pickett House and be recorded in the land records of Montgomery County, State of Alabama in order to ensure the preservation of the Figh-Pickett House.

D. GSA will remove approximately 540 square feet of marble and slate paving underneath the existing concrete floor in the basement of the Figh-Pickett House. The historic flooring will be removed in such a manner that minimizes damage and will be photographed as stipulated in I.B.2. above. Any such items found will be delivered to the MCHS.

E. Within a reasonaable amount of time following the move, the MCHS shall provide photographs and a location map of the Figh-Pickett House and request that the SHPO re-evaluate the National Register eligibility of the Figh-Pickett House on its new site.

V. DISPUTE RESOLUTION AMONG CONSULTING PARTIES

Should the SHPO or MCHS object within 30 days to any plans provided for review pursuant to this agreement, GSA shall consult with the objecting party to resolve the objection. If GSA determines that the objection cannot be resolved, GSA shall

request further comments of the Council pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by GSA in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute; GSA's responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

Execution of this Memorandum of Agreement and implementation of its terms evidence that GSA has afforded the Council an opportunity to comment on the undertaking and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Robert D. Bush Date: 4/22/96

GENERAL SERVICES ADMINISTRATION

By: Carole A. Dortch Date: 3/7/96
Carole A. Dortch, Regional Administrator

ALABAMA STATE HISTORIC PRESERVATION OFFICER

By: F. Lawerence Oaks Date: 3-16-96
F. Lawerence Oaks, State Historic Preservation Officer

Concur:

MONTGOMERY COUNTY HISTORICAL SOCIETY
AN ALABAMA NON-PROFIT CORPORATION

By: George M. Wood, Jr. Date: 2/16/96
George M. Wood., Jr., President

EXHIBIT B: HISTORIC PROPERTY PRESERVATION CONDITIONS AND RESTRICTIONS for the PRESERVATION of the GREYHOUND BUS TERMINAL OF MONTGOMERY

In consideration of the lease, conveyance or otherwise granting of the Greyhound Bus Terminal of Montgomery (Bus Station), which is more fully described in Exhibit A, the Alabama Historical Commission, hereinafter referred to as Covenator, covenants on behalf of itself and its heirs, successors and assigns at all times to GSA (Covenantee) to maintain and preserve the Bus Station as a facility open to the public and devoted to educating the public about Montgomery and the history of the civil rights movement, hereinafter referred to as the Bus Station Museum.

1. Covenantor shall preserve and maintain the Bus Station Museum in accordance with the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (National Park Service, 1992 as these may be amended from time to time) in order to preserve and enhance those qualities that make the property eligible for listing in the National Register of Historic Places.

2. Without the express prior written approval of the Covenantee, signed by a fully authorized representative thereof, Covenantor shall not undertake or permit to be undertaken any of the following actions:

   a) Increase or decrease the height of the structure;

   b) Make any changes or alterations in the appearance or condition of the exterior facade including the partial removal, construction, remodeling, other physical or structural change and any change in color or surfacing;

   c) Erect anything on the structure which would prohibit the structure from being visible from street level, except for a temporary structure during any period of approved alteration or rehabilitation; and

   d) Erect, construct, or move anything on the property that would encroach on the open land area surrounding the structure, except for temporary structures required for the maintenance or rehabilitation of the property.

3. Covenantor shall provide to the U.S. Marshal for the Middle District of Alabama a schedule for the operation of the Bus Station Museum on the first working day of each month. This schedule shall note hours of operation, any special events, the name of the person(s) who will be on duty and security measures that state or local enforcement officers will provide.

4. The U.S. Marshal's Service and Federal Protective Service shall be permitted to install such detective devises, lighting or security fencing to monitor activity on the Bus Station Museum property as they deem appropriate.

5. GSA, the U.S. Marshal's Service and Federal Protective Service shall be permitted to inspect the Bus Station Museum at anytime and without prior notice to ascertain if the above conditions are being met. The right of inspection shall include photographs, drawings, and written descriptions which document the appearance, condition and use of the property.

6. In the event additional security measures are deemed necessary at the Bus Station Museum, Federal security personnel shall secure the Bus Station Museum to the exclusion of all persons. Prior notice consistent with security needs at the time shall be given to the Covenator.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States of America (USA), may following ninety (90) days notice to Covenantor, institute suit to enjoin said violation or to require the restoration of Bus Station Museum. In the event the Covenantor is found to have violated any of the conditions herein, the Covenantor shall reimburse the USA for any costs or expenses incurred in connection therewith, to the extent allowed under Alabama and Federal law.

8. GSA may at its discretion, without prior notice to the Covenantor, convey or assign all of its rights and responsibilities herein to a third party, such as a unit of federal, state or local government or to a local, state or national organization that is qualified by law to accept such conveyance and assignment of rights and responsibilities.

9. This covenant shall be deemed to run with the land as covenant at law and equitable servitude, and extend to and are binding on Covenantor, its heirs, administrators, devisees, successors, and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Covenantor verbatim or by express reference in any deed or legal instrument by which it divests itself of the fee simple title or any lessor estate in the Bus Station Museum or any part thereof.

10. The failure of GSA to exercise any right or remedy granted herein shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of any other right or remedy at any other time.

11. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

12. This covenant shall be a binding servitude upon the Bus Station Museum and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Covenantor agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

COVENANTOR, ALABAMA HISTORICAL COMMISSION

By: _____ Date: 2/26/96

F. Lawerence Oaks, State Historic Preservation Officer

COVENANTEE, GENERAL SERVICES ADMINISTRATION

By: _____ Date: 3/7/96

Carole A. Dortch, Regional Administrator

Attachment 1

RK CONSTRUCTION & DEVELOPMENT CO.
P. O. Box 2153
Savannah, GA 31402-2153
(912) 236-4112

February 9, 1996

MONTGOMERY COUNTY HISTORICAL SOCIETY
C/O MORGAN KEEGAN & COMPANY, INC.
ATTN: GEORGE M. WOOD JR. PRESIDENT
P.O. BOX 5188
MONTGOMERY AL 36103-5188

RE: FIGH-PICKET HOUSE RELOCATION

CONSTRUCTION COST
TO RELOCATE BRICK STRUCTURE

SCOPE OF WORK

1) UTILITY, ESCORT, LINE & POLE REMOVAL FEE - N.T.E.		
A) ALABAMA POWER	$ 20,700.00	
B) CABLE	7,000.00	
C) CTC (ESTIMATE)	12,000.00	
D) CITY (ESTIMATE)	12,000.00	
E) POLICE ESCORT & BARRICADES MINOR TREE & SIDEWALK DAMAGE REPAIR & ALL MOVING DAY RELATED	4,500.00	
TOTAL PART 1		56,200.00
2) BASE BID		
A) MOVE (UPPER 2 FLOORS) & LIFT - SET DOWN		75,000.00
B) FOUNDATION, FIRST FLOOR RECONSTRUCTION, EXCAVATION & DEMOLITION OF ORIGINAL SITE. EXCAVATION & ALL SITE WORK INCLUDES CRUSH AND RUN TEMPORARY RAMP AT NEW SITE.		75,000.00
C) PLANS & SPECS INCLUDE SITE PLAN, 4 ELEVATIONS, FOUNDATION PLAN, 2 FLOOR PLANS AND PHOTOGRAPHS.		8,200.00
D) PER DIEM & TRANSPORTATION (ALLOWANCE)		6,500.00
E) MARBLE REMOVAL & STORAGE		5,000.00
SUB-TOTAL		$ 169,700.00
INSURANCE & O&P		37,334.00
TOTAL PART 2		$ 207,034.00
3) REINSTALLATION OF MARBLE FLOOR, RE-CONSTRUCTION OF STAIRCASE. ELECTRICAL AND PLUMBING RE-CONNECTION.		
SUB-TOTAL	$ 14,500.00	
O&P 22%	3,190.00	
TOTAL PART 3		$ 17,690.00
GRAND TOTAL		$ 280,924.00

EXHIBIT C: HISTORIC PROPERTY PRESERVATION COVENANT for the FIGH-PICKETT HOUSE

In consideration of the conveyance by the General Services Administration (GSA) of that certain house (hereinafter referred to as the Figh-Pickett House), which Figh-Pickett House has been relocated by the GSA to that certain parcel of real property in Montgomery County, Alabama, which is more fully described in Exhibit A (the "Real Property"), the Montgomery County Historical Society, an Alabama non-profit corporation (hereinafter, together with its successors and assigns in title to the Figh-Pickett House referred to as Covenator), covenants on behalf of itself and its heirs, successors and assigns in title to the Real Property at all times to GSA (hereinafter, together with its successors and assigns, referred to as Covenantee) to maintain and preserve the Figh-Pickett House in accordance the items and provisions of this agreement.

1. Covenantor shall preserve and maintain the exterior of the Figh-Pickett House in accordance with the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (National Park Service, 1992 as these may be amended from time to time) in order to preserve and enhance those qualities that make the Figh-Pickett House eligible for listing in the National Register of Historic Places.

2. The Figh-Pickett House shall not be subdivided and the Figh-Pickett House shall not be devised or conveyed except as a unit.

3. Covenantor shall not obstruct or permit the obstruction of the substantial and regular opportunity of the public to view the exterior facades of the Figh-Pickett House.

4. GSA shall be permitted at all reasonable times to inspect the Figh-Pickett House in order to ascertain if the above conditions are being met. The right of inspection shall include photographs, drawings, and written descriptions which document the appearance, condition and use of the property.

5. In the event of a violation of this covenant, the United States of America (USA), may following ninety (90) days notice to Covenantor, institute suit to enjoin said violation or to require the restoration of Figh-Pickett House. In the event the Covenantor is found to have violated any of the conditions herein, the Covenantor shall reimburse USA for any costs or expenses incurred in connection therewith.

6. GSA may at its discretion, without prior notice to the Covenantor, convey or assign all of its rights and responsibilities herein to a third party, such as a unit of federal, state or local government or to a local, state or national organization that is qualified by law to accept such conveyance and assignment of rights and rèsponsibilities.

7. This covenant shall be deemed to run with the land as covenant at law and equitable servitude, and extend to and be binding on Covenantor, its successors, and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Covenantor verbatim or by express reference in any deed or legal instrument by which it divests itself of the fee simple title or any lessor estate in the Figh-Pickett House or any part thereof.

8. The failure of GSA to exercise any right or remedy granted herein shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of any other right or remedy at any other time.

9. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

10. This covenant shall be a binding servitude upon the Figh-Pickett House and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Covenantor agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

11. Notwithstanding anything to the contrary contained in this Agreement, in the event the Figh-Pickett House is damaged to the extent of sixty percent (60%) or more of the replacement cost thereof by any cause whatsoever, except the willful act of the Covenator, or his, her or its duly authorized agents, servants or employees, the Covenantor shall be released from the foregoing restriction, covenants and easements.

12. Nothing contained in this Agreement shall be construed to entitle Covenantee to bring any action against Covenantor for any injury to or change in the Figh-Pickett House resulting from causes beyond Covenantor's control, including without limitation trespass by third persons, any and all other acts or omissions by third persons beyond the reasonable control of the Covenantor (regardless of whether such third persons enter upon the Real Property with or without Covenantor's knowledge or consent), flood, fire, storm and earth movement, or from any prudent action taken by Covenantor under emergency conditions to prevent, abate or mitigate significant injury to the Figh-Pickett House resulting from such causes.

13. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed as follows: (a) the Covenantor shall not have any personal liability for any judgment or other judicial process requiring the payment of money by Covenantor for any default or breach by Covenantor of any of its obligations or agreements arising under or by virtue of this Agreement, and Covenantee shall look solely to the estate and interests in and to the land and improvements comprising the Real Property and the Figh-Pickett House which are owned by Covenantor at the time of entry of any such judgment or other judicial process against Covenantor for enforcement or collection thereof; and (b) no assets of any Covenantor, or its or their partners, officers, directors, agents, servants or employees (other than any and all right, title, interest and claim in and to the land and improvements comprising the Real Property and the Figh-Pickett House which is then owned by such Covenantor), shall be subject to levy, execution or other judicial process for the satisfaction of any judgements or claims against such Covenantor arising under or by virtue of this Covenant. Nothing contained herein shall be construed to constitute an agreement, express or implied, that the Covenantor's interest in the Real

Property or the Figh-Pickett House is or shall be subject to impressment of any equitable or other lien in favor of Covenantee.

14. In the event of a sale, conveyance or other transfer by the Covenantor, its successors or assigns, of all or any part of parts of the Real Property and the Figh-Pickett House (other than a Mortgage [as the term is hereinafter defined]), then and in such event the transferor shall thereupon and thereafter be released and discharged from all of its covenants, obligations and agreements arising under or by virtue of the Agreement with respect to the Real Property and the Figh-Pickett House so conveyed or transferred, and the Covenantee agrees to look solely to such purchaser or other successor in title for the performance of such obligations and agreements with respect to the Real Property and the Figh-Pickett House so conveyed or transferred.

15. As used herein, the term "Mortgage" shall mean and include any and all mortgages, deeds of trust, assignments of leases and rents, security agreements, financing statements and other instruments and agreements which encumber the Real Property and/or the Figh-Pickett House or any part thereof or any interest or interests therein as security for any debt. Notwithstanding anything to the contrary provided herein, it is understood and agreed that no breach of any of the terms or provisions of this Agreement shall defeat or render invalid the lien of any Mortgage which now or hereafter affects the Real Property and/or the Figh-Pickett House or any part or parts thereof or any interest or interests therein; provided, however, that if the Real Property and/or the Figh-Pickett House or any part or parts thereof or any interest or interests therein is sold under a foreclosure of any Mortgage, or if conveyed to the party so secured in lieu of foreclosure, then and in such event any purchaser at any such sale or such grantee and his, her, its or their heirs, personal representatives, successors and assigns in ownership of such Real Property and/or the Figh-Pickett House or such part or parts thereof or interest or interests therein shall hold the same subject to all of the terms and provisions set forth in the Agreement.

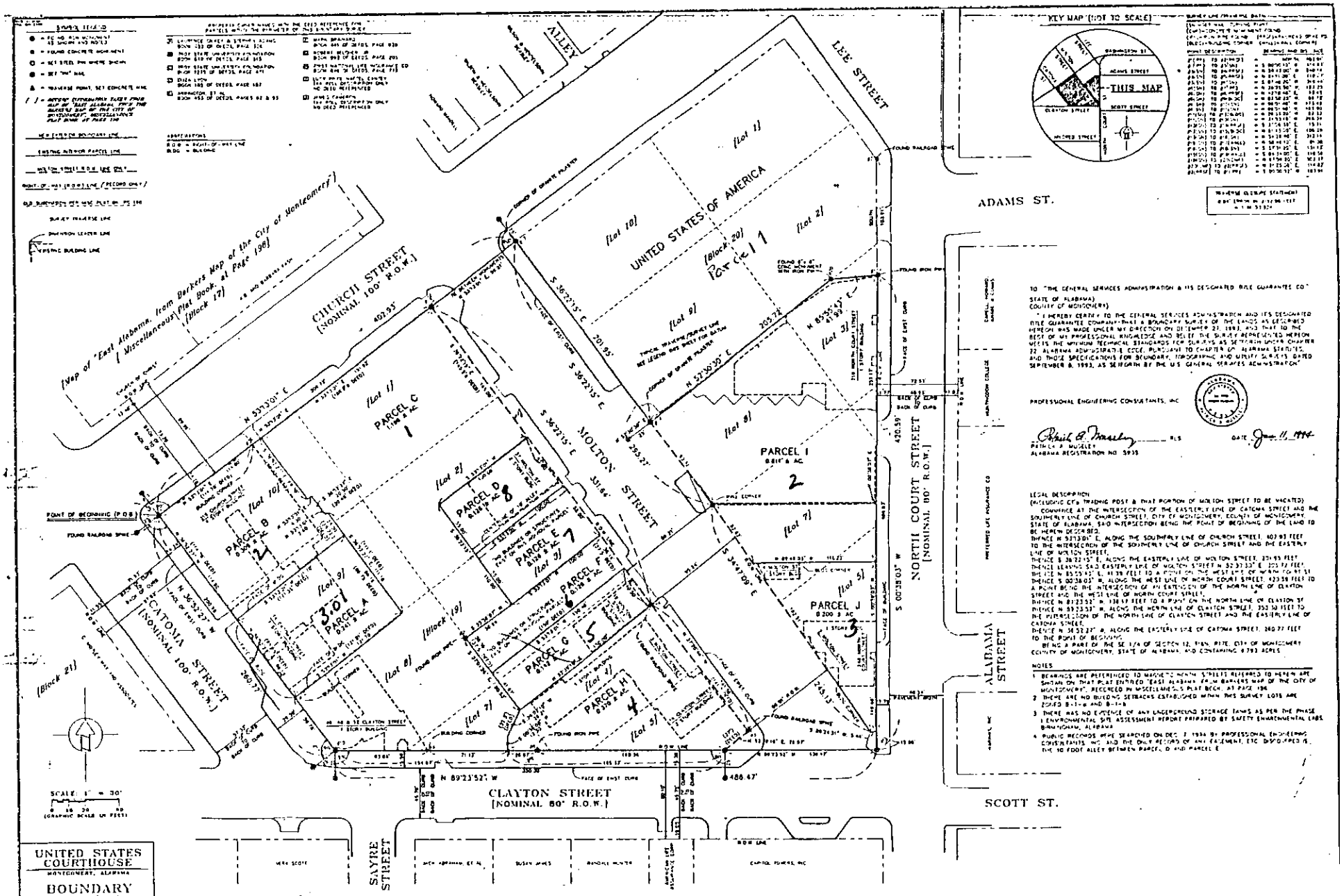
16. Notwichstanding anything to the contrary provided herein, it is understood and agreed that nothing contained in this Agreement shall be construed to confer any rights of access or other rights upon the public generally; and it is further understood and agreed that no right of access to any portion of the Real Property or the Figh-Pickett House is conveyed by this Agreement, except and only to the extent as expressly provided herein.

COVENANTOR, MONTGOMERY COUNTY HISTORICAL SOCIETY
AN ALABAMA NON-PROFIT CORPORATION

By: George M. Wood, Jr. Date: 2/26/96
George M. Wood, Jr., President

COVENANTEE, GENERAL SERVICES ADMINISTRATION

By: Carole A. Dortch Date: 3/7/96
Carole A. Dortch, Regional Administrator



UNITED STATES COURTHOUSE
MONTGOMERY, ALABAMA

BOUNDARY SURVEY

Prepared by
PROFESSIONAL ENGINEERING CONSULTANTS, INCORPORATED
815 SOUTH WASHINGTON STREET
MONTGOMERY, ALABAMA (36104)
PHONE NO. (334)-269-2367

TO "THE GENERAL SERVICES ADMINISTRATION & ITS DESIGNATED TITLE GUARANTEE CO."

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

"I HEREBY CERTIFY TO THE GENERAL SERVICES ADMINISTRATION AND ITS DESIGNATED TITLE GUARANTEE COMPANY THAT A BOUNDARY SURVEY OF THE LANDS AS DESCRIBED HEREON WAS MADE UNDER MY DIRECTION ON DECEMBER 27, 1993, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH UNDER CHAPTER 32 ALABAMA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 15 ALABAMA STATUTES, AND THOSE SPECIFICATIONS FOR BOUNDARY, TOPOGRAPHIC AND UTILITY SURVEYS DATED SEPTEMBER 8, 1993, AS SET FORTH BY THE U.S. GENERAL SERVICES ADMINISTRATION"

PROFESSIONAL ENGINEERING CONSULTANTS, INC

PATRICK A. MUSELEY, RLS
ALABAMA REGISTRATION NO. 5935

DATE June 11, 1994

LEGAL DESCRIPTION
(INCLUDING GTE'S TRAFFIC POST & THAT PORTION OF MOLTON STREET TO BE VACATED)

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF CATOMA STREET AND THE SOUTHERLY LINE OF CHURCH STREET, CITY OF MONTGOMERY, COUNTY OF MONTGOMERY, STATE OF ALABAMA, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE LAND TO BE HEREIN DESCRIBED.
THENCE N 53°30'01" E, ALONG THE SOUTHERLY LINE OF CHURCH STREET, 402.93 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF CHURCH STREET AND THE EASTERLY LINE OF MOLTON STREET.
THENCE S 36°22'15" E, ALONG THE EASTERLY LINE OF MOLTON STREET, 201.95 FEET.
THENCE LEAVING SAID EASTERLY LINE OF MOLTON STREET N 53°37'33" E, 205.72 FEET.
THENCE N 85°55'45" E, 41.39 FEET TO A POINT ON THE WEST LINE OF NORTH COURT STREET.
THENCE S 00°38'03" W, ALONG THE WEST LINE OF NORTH COURT STREET, 423.38 FEET TO A POINT BEING THE INTERSECTION OF AN EXTENSION OF THE NORTH LINE OF CLAYTON STREET AND THE WEST LINE OF NORTH COURT STREET.
THENCE N 89°23'52" W, 138.67 FEET TO A POINT ON THE NORTH LINE OF CLAYTON ST.
THENCE N 89°23'52" W, ALONG THE NORTH LINE OF CLAYTON STREET, 352.30 FEET TO THE INTERSECTION OF THE NORTH LINE OF CLAYTON STREET AND THE EASTERLY LINE OF CATOMA STREET.
THENCE N 36°32'27" W, ALONG THE EASTERLY LINE OF CATOMA STREET, 260.77 FEET TO THE POINT OF BEGINNING.
BEING A PART OF THE NE 1/4 OF SECTION 12, T19N, R17E, CITY OF MONTGOMERY COUNTY OF MONTGOMERY, STATE OF ALABAMA, AND CONTAINING 2.793 ACRES.

NOTES

1. BEARINGS ARE REFERENCED TO MAGNETIC NORTH. STREETS REFERRED TO HEREIN ARE SHOWN ON THAT PLAT ENTITLED "EAST ALABAMA FROM BARKERS MAP OF THE CITY OF MONTGOMERY", RECORDED IN MISCELLANEOUS PLAT BOOK, AT PAGE 196.
2. THERE ARE NO BUILDING SETBACKS ESTABLISHED WITHIN THIS SURVEY. LOTS ARE ZONED B-1 & B-3.
3. THERE WAS NO EVIDENCE OF ANY UNDERGROUND STORAGE TANKS AS PER THE PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT PREPARED BY SAFETY ENVIRONMENTAL LABS, BIRMINGHAM, ALABAMA.
4. PUBLIC RECORDS WERE SEARCHED ON DEC. 7, 1994 BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. AND THE ONLY RECORD OF ANY EASEMENT, ETC. DISCLOSED IS THE 10 FOOT ALLEY BETWEEN PARCEL D AND PARCEL E.

"SEE THE TOPOGRAPHIC/UTILITY SURVEY DRAWINGS DATED 1/10/1994, FOR THE COMPLETE LOCATION OF SIDEWALKS, CURBS, WALLS, STEPS, UTILITIES (BOTH ABOVE AND BELOW GROUND). SAID DRAWINGS THAT WERE PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS."