

I certify that this instrument was filed on

STATE OF ALABAMA §
BALDWIN COUNTY §

SEP 17 1984 11:40 A M

AMENDMENT TO DECLARATION
OF
WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM
GULF SHORES, ALABAMA
DEDICATING GULF-PHASE II

and that no tax was collected. Recorded in
Book 50
Page 1725-38
U.P. 108 Index 2 By *Ch*
Sherry R. Roline
Judge of Probate

WHEREAS, Perdido-Wind Drift Joint Venture (A Partnership) (hereinafter some-
times called "Developer" and "Grantor") did on the 29th day of May, 1984
execute the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium,
which Declaration is recorded in the Office of the Judge of Probate of Baldwin
County, Alabama in Misc. Book 49, Pages 1362 through 1401; and

WHEREAS, Developer and Grantor did on June 26, 1984 execute the Amendment to
Declaration of Wind Drift at Perdido Key, a Condominium, Gulf Shores, Alabama, Gulf-
Phase I to Modify Site Plans and Floor Plans, which Amendment is recorded in the
Office of the Judge of Probate of Baldwin County, Alabama, in Misc. Book 50, at
Pages 271 et. seq.; and

WHEREAS, Grantor has completed the construction of Gulf-Phase II of the
Condominium; and

WHEREAS, ARTICLE FOUR and ARTICLE TWENTY of the Declaration provide for
Amendment to the Declaration to dedicate Gulf-Phase II, and future phases for
condominium use;

NOW, THEREFORE, in consideration of the premises and pursuant to the provisions
of said Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, and
the provisions of the Condominium Ownership Act, Title 35, Chapter 8, Code of
Alabama 1975, Perdido-Wind Drift Joint Venture (A Partnership) does hereby make the
following Amendment to the Declaration as to the division and uses to which said
real property improvements may be put, thereby specifying that said Amendment shall
constitute covenants to run with the land and shall be binding upon Grantor, its
successors, assigns, and upon all subsequent owners of all or any part of said real
property and improvements together with their grantees, successors, heirs,
executors, administrators, designees or assigns.

I. Amendment Dedicating Gulf-Phase II. Pursuant to ARTICLE FOUR AND ARTICLE
TWENTY of the Declaration authorizing certain amendments dedicating future phases,
the following amendments are made:

A. The real property described in Exhibit "A", attached hereto and made a
part hereof, and known as Wind Drift at Perdido Key, a Condominium, Gulf-Phase II,
is hereby dedicated to condominium use.

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B. ARTICLE FOUR is amended to read as follows:

"Phased Development Plan. Gulf-Phase I, Gulf-Phase II and future phases, if any, the impact, if any, which the completion of future phases would have upon Gulf-Phase I and Gulf-Phase II; and the time period within which each phase must be completed, are provided for and described in detail in this ARTICLE FOUR.

A. Gulf-Phase I. The real property owned by Grantor, which has been submitted to the condominium form of ownership for Wind Drift at Perdido Key, a Condominium, Gulf-Phase I is more particularly described in Exhibit "A" attached hereto and entitled 'Description of Lands Comprising Gulf-Phase I. Gulf-Phase I includes a seven-story tower containing forty-two (42) units, parking areas, beachfront and pool area which said beachfront and pool area is also to be used for Gulf-Phase II.

B. Gulf-Phase II. The real property owned by Grantor which has been submitted to the condominium form of ownership for Wind Drift at Perdido Key, a Condominium, Gulf-Phase II is more particularly described in Exhibit A attached hereto and entitled "Description of Lands Comprising Gulf-Phase II." Gulf-Phase II includes a seven-story tower containing forty-two (42) units, parking areas, beachfront and pool areas as well as those parking areas, beachfront and pool areas which were dedicated for use of Gulf-Phase I by the Declaration. It is the intent of this section that Gulf-Phase I and Gulf-Phase II shall share in the ownership, maintenance, use and expenses of all of the common areas of both phases.

C. Future Phases. The real property owned by Grantor, which may be submitted to the condominium form of ownership by Amendments for future phases is more particularly described in that portion of Exhibit "A-1" attached hereto and made a part hereof and entitled "Additional Lands Owned by Wind Drift Joint Venture a Partnership." (Old River Lands)

At the time of dedication of future phases by amendment, the common area contained in each future phase will be merged with the common areas in Gulf-Phase I and Gulf-Phase II and at that point, the owner of each unit shall be entitled to equal ownership in the common areas.

D. Amendments to include Future Phases. Future phases to Wind Drift at Perdido Key, a Condominium will be added to and made subject to this Declaration by the execution by the Developer alone, and joined in by the construction mortgagee or other mortgagee of record, of an Amendment or Amendments to this Declaration, which said Amendments shall be recorded in the Probate Office of Baldwin County, Alabama. Such Amendments shall have attached to it exhibits similar to those attached to this Declaration, describing the property so submitted to condominium ownership and containing such other information concerning said property and the improvements constructed, or to be constructed, thereon as is required by law. The right of the Developer to file said Amendment including subsequent phases shall cease and terminate as of December 31, 1999.

E. Any person or entity who shall acquire any unit in Gulf-Phase I or Gulf-Phase II or any interest in or lien upon any such unit regardless of whether said unit shall be located in Gulf-Phase I, Gulf-Phase II or future phases, agrees to be bound by the terms and provisions of this paragraph and any amendment to this Declaration executed by the Developer alone and joined in by construction mortgagee or other mortgagee, pursuant to this ARTICLE FOUR shall be binding and effective as written notwithstanding the fact that the undivided interest of the unit owners in

the common areas will be changed thereby."

D. ARTICLE FIVE is amended as follows:

1. Paragraph A of ARTICLE FIVE, is amended to add the following additional paragraph:

"A-1. Gulf-Phase I Development Plan. Developer has constructed on lands fronting the Gulf of Mexico and more particularly described in Exhibit 'A' as 'Description of Lands Comprising Gulf-Phase I'; a seven-story, 42-unit tower, with swimming pool, whirlpool, parking area, beach and other amenities as described hereafter.

A-2. Gulf-Phase II Development Plan. Developer has constructed on lands fronting the Gulf of Mexico and more particularly described in Exhibit "A" as 'Description of Lands Comprising Gulf-Phase II'; a seven story, 42-unit tower with parking area, beach and other amenities as described hereafter AND sharing with Gulf-Phase I all common areas including a swimming pool, whirlpool, parking area and beach."

2. Paragraph B of ARTICLE FIVE is amended to read as follows:

"Future Phased Developments. Developer owns additional lands between Alabama Highway 182 and the Old River which is suitable for construction of three (3) six-story towers, tennis courts, swimming pools, river docking area and other amenities. The lands upon which the subsequent phases of the condominium, if any, will be constructed are that as shown on Exhibit "A-1" entitled 'Wind Drift at Perdido Key, a Condominium Additional Lands Owned by Wind Drift Joint Venture, a Partnership - Old River Property.' DEVELOPER DOES NOT BY THIS DECLARATION, AGREE TO CONSTRUCT ANY ADDITIONAL PHASES OF WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM AND PURCHASERS OF UNITS IN WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM GULF-PHASE I AND GULF-PHASE II SHOULD PURCHASE WITH THAT KNOWLEDGE. DEVELOPER DOES AGREE, HOWEVER, IF IT ELECTS TO CONSTRUCT ADDITIONAL PHASES OF WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM, AND TO DEDICATE SAME TO THE CONDOMINIUM BY AMENDMENT, THAT IT WILL DO SO IN ACCORDANCE WITH A COMMON PLAN SO THAT THE OWNERS OF EACH UNIT IN EACH CONDOMINIUM PHASE WILL HAVE THE SAME PERCENTAGE OF OWNERSHIP IN ALL THE CONDOMINIUM COMMON AREAS THEN DEDICATED, HAVE EQUAL VOTE IN MATTERS RELATING TO THE CONDOMINIUM ASSOCIATION AND SHARE EQUALLY IN THE COMMON EXPENSES AND COMMON SURPLUS OF THE ASSOCIATION."

3. Paragraph C.1.a. of ARTICLE FIVE is amended to read as follows:

"Private Areas (Elements) Gulf Phase I and Gulf-Phase II. The first through seventh floors of Gulf-Phase I and Gulf-Phase II contain four two-bedroom units, each of which has approximately 1,158 square feet of floor space exclusive of balconies, and two three-bedroom units each of which has approximately 1,376 square feet of floor space exclusive of balconies. All units contain kitchen with a self-cleaning oven and spacesaver microwave oven, dishwasher, garbage disposal and refrigerator. A laundry closet containing a washing machine and dryer opens into the foyer in each unit. Each unit has sliding glass doors opening onto the balcony. The bedroom, living room and dining room floors are covered with carpet; the kitchen and foyer floors are covered with vinyl; the bathroom floor is covered with ceramic tile; the balcony floor is concrete. All interior walls are sheetrocked.

4. The first unnumbered paragraph of Paragraph C.1.c. of ARTICLE FIVE is amended to read as follows:

"c. Common Areas (Elements) Gulf-Phase I and Gulf-Phase II. The common areas (elements) of Gulf-Phase I and Gulf-Phase II consist of all lands and structures outside of the private elements including stairwells, elevator(s), a Gulfside pool and deck area, concrete parking lot with concrete bumpers, equipment rooms, built-up roof, fire emergency equipment, planted area and landscaping, fences, access porches, beach recreation area and driveways, all located substantially as shown on the architect's certification drawing to be filed herewith."

5. The last two sentences of ARTICLE FIVE C.2 are amended to read as follows:

"THE ONLY UNITS WHICH HAVE BEEN DEDICATED AND ARE ASSURED OF CONSTRUCTION ARE THOSE IN GULF-PHASE I AND GULF-PHASE II. THE DESCRIPTION AND NUMBER OF THE OTHER PHASES, IF ANY, WILL BE AS CONTAINED IN THE AMENDMENTS TO THE DECLARATION TO BE FILED AS HEREINAFTER PROVIDED."

6. ARTICLE FIVE C.2.b. is amended to read as follows:

"The identification numbers of the 42 units in Gulf-Phase II are as follows:

(1) First Floor: The six units on the first floor are designated from east to west as 101S, 102S, 103S, 104S, 105S and 106S.

(2) Second Floor: The six units on the second floor are designated from east to west as 201S, 202S, 203S, 204S, 205S and 206S.

(3) Third Floor: The six units on the third floor are designated from east to west as 301S, 302S, 303S, 304S, 305S and 306S.

(4) Fourth Floor: The six units on the fourth floor are designated from east to west as 401S, 402S, 403S, 404S, 405S and 406S.

(5) Fifth Floor: The six units on the fifth floor are designated from east to west as 501S, 502S, 503S, 504S, 505S and 506S.

(6) Sixth Floor: The six units on the sixth floor are designated from east to west as 601S, 602S, 603S, 604S, 605S and 606S.

(7) Seventh Floor: The six units on the seventh floor are designated from east to west as 701S, 702S, 703S, 704S, 705S and 706S.

7. ARTICLE FIVE C.3 is amended to read as follows:

"Gulf-Phase I and Gulf-Phase II Site Plan and Floor Plan.

a. Gulf-Phase I and Gulf-Phase II Site Plan. The site plan for Gulf-Phase I certified to by Nichols & Associates, Architects P.A. is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Apartment Book 8, at Page 1; the As-Built Survey for Gulf Phase I prepared by Joe E. McKinley, Alabama Register No. 12362, is recorded in Apartment Book 8, at Page 31. The Site Plan for Gulf-Phase I and Gulf-Phase II certified to by Nichols & Associates, Architects P.A.

is marked Exhibit "B-2(a)" and recorded on even date in Apartment Book 8, at Page 247. The As-Built Survey of Gulf-Phase II is prepared by Joe E. McKinley, Alabama Register No. 12362, dated July 26, 1984, is marked Exhibit "B-2", recorded on even date in Apartment Book 8, at Page 246 and referred to herein as Gulf-Phase II As-Built Survey.

b. Gulf-Phase I Floor Plans.

The plans, including floor plans of each unit in Gulf-Phase I comprising 29 pages, prepared by and certified to by Watson & Nichols Architects P.A., is recorded in the Probate Office of Baldwin County, Alabama in Apartment Book 8 at Pages 2 - 30, and referred to herein as Exhibit 'C-1'.

c. Gulf Phase II Floor Plans.

The plans including the floor plans of each unit in Gulf-Phase II comprising 33 pages and changes comprising 3 pages, prepared by and certified to by Nichols & Associates, Architects, is recorded on even date in the Probate Office of Baldwin County, Alabama in Apartment Book 8 at Page 248, and referred to herein as Exhibit 'C-2'."

8. ARTICLE FIVE C.4 is amended to read as follows:

"The Common Elements of Old River Phases which may be built and dedicated include purchase of resident manager's unit in Old River Phase I as set out in ARTICLE FIVE C.1.d., and an additional pool, river docks, tennis courts and manager's office as same may be set out in amendments dedicating future Old River Phases."

D. ARTICLE SEVEN is amended to read as follows:

"Ownership of Common Elements.

A. Gulf-Phase I and Gulf-Phase II. Each unit owner in Wind Drift at Perdido Key, a Condominium Gulf-Phase I and Gulf-Phase II shall have an undivided one/eighty-fourth (1/84th) interest in the common elements of Wind Drift at Perdido Key, a Condominium.

B. Formula For Ownership of Common Elements for Future Phases. The owners of units in future phases shall have equal ownership of common elements with the owners of Gulf-Phase I and Gulf-Phase II and any other phase previously dedicated by Amendments, the same to be in accordance with the following formula, to-wit:

For Example: If Old River-Phase I is the third dedicated phase and it contains thirty-six (36) units, then the owners of units in Gulf-Phase I, Gulf-Phase II and Old River-Phase I shall each have a one/one hundred-twentieth (1/120th) interest in the common elements.

Upon filing of Amendments adding subsequent phases to the Condominium, the Amendment shall specify the ownership in common elements which is arrived at by applying the formula contained herein. It is the intent of this provision that owners of all condominium units in Wind Drift at Perdido Key, a Condominium, which said units have been dedicated by this Declaration, or subsequent Amendments thereto, shall have an equal ownership in the common elements, shall share equally in common

expense, common surplus and shall further have equal votes in Wind Drift Owners' Association. Each unit owner shall have a right and easement of enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title of each unit, subject to the rules and regulations and such restrictions as the Association may impose."

E. ARTICLE EIGHT A. is amended to read as follows:

"A. Units Subject to Declaration and Bylaws. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration and the Bylaws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the Bylaws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Each Gulf-Phase I owner and Gulf-Phase II owner shall be entitled initially to an undivided one/eighty-fourth (1/84th) interest in the common areas, PROVIDED, HOWEVER, upon the filing by Developer of Amendments adding subsequent phases as set out in ARTICLE FOUR herein, each Gulf-Phase I, Gulf-Phase II and subsequent phase owners shall be entitled to an equal interest in the common areas arrived at by applying the formula contained in ARTICLE SEVEN herein. The percentage of the undivided interest in the common area shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the common areas in accordance with the purposes for which the same are intended, without hindering or encroaching upon the lawful rights of the other owners."

F. ARTICLE NINE D.3. is amended to read as follows:

"Voting Rights. The owner of each unit shall have one (1) vote in matters arising out of ownership of common elements and operation of the Owners Association. There being forty-two (42) units in Gulf-Phase I and forty-two (42) units in Gulf-Phase II of subject condominium, the total number of votes is eighty-four (84) votes. Upon filing of amendments adding subsequent phases to the condominium, the owners of units in future phases shall have equal votes in matters arising out of ownership of common elements and operation of the Owners Association with the owners of units of Gulf-Phase I and owners of units in Gulf-Phase II, all in accordance with the formula contained in ARTICLE SEVEN herein. The vote for each unit shall be cast by the owner thereof or the owner of a possessory interest therein, or in the case of a corporate owner, by an officer or employee thereof. Should the Association be a unit owner, it shall have the voting rights for that unit. Voting rights may be exercised by mortgagees of a Unit pursuant to the Bylaws."

II. Upon execution and recordation of this Amendment, all applicable provisions of the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, are amended to provide for (a) an undivided one/eighty-fourth (1/84th) interest in the common areas and elements by the owners of each unit in Gulf-Phase I and Gulf-Phase; (b) a proportionate share of common expenses and surplus equal to an undivided one/eighty-fourth (1/84th) interest by the owner of each unit in Gulf-Phase I and Gulf-Phase II of the condominium; (c) an obligation to pay costs of maintenance and repair of common elements equal to an undivided one/eighty-fourth (1/84th) interest for each unit owner in Gulf-Phase I and Gulf Phase II; and (d) membership voting

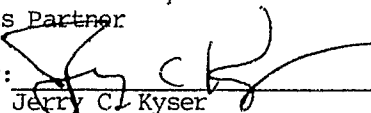
rights equal to one (1) vote for each of the eighty-four (84) units in Gulf-Phase I and Gulf-Phase II.

III. All other provisions of the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, Perdido Key, Alabama, recorded in the Office of Judge of Probate of Baldwin County, Alabama in Miscellaneous Book 49 at Pages 1362- 1401 , as amended by Amendment to Declaration to Modify Site Plans and Floor Plans, recorded in Misc. Book 50, at Page 271 et. seq., with exhibits, which are not herein changed, are ratified and confirmed in all aspects.


IN WITNESS WHEREOF, Grantor Perdido-Wind Drift Joint Venture, an Alabama Partnership, has caused this Amendment to Declaration be executed by its Partners Kyser-Baird Beach Properties, Inc., a corporation, and by GSL Service Corporation, a corporation, all as of this 7th day of September, 1984.

PERDIDO-WIND DRIFT JOINT VENTURE, A PARTNERSHIP
DECLARANT and GRANTOR


BY: KYSER-BAIRD BEACH PROPERTIES, INC.,
An Alabama Corporation
Its Partner

By: 
Jerry C. Kyser
Its President


ATTEST:


Orville B. Baird
Its Secretary-Treasurer

BY: GSI SERVICE CORPORATION, A Corporation
Its Partner

By: 
Eugene A. Byrd
Its President

ATTEST:


George W. Kirkridge
Its Secretary

STATE OF ALABAMA §
MONTGOMERY COUNTY §

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jerry C. Kyser and Orville B. Baird, whose names as President and Secretary-Treasurer of Kyser-Baird Beach Properties, Inc., an Alabama Corporation are signed to the foregoing Amendment to Declaration and who are known to me, acknowledged before me on this date, that being informed of the contents of

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the Amendment to Declaration, they as such officers executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of September, 1984.

Wynona A. Lee
Notary Public
My Commission Expires: 9/30/88

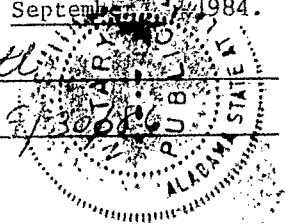


STATE OF ALABAMA §
JEFFERSON COUNTY §

I, Ann B. Smith, a Notary Public in and for said State and County, hereby certify that Eugene A. Byrd and Gerry V. Akridge, whose names as President and Secretary-Treasurer of GSL Corporation, a Corporation are signed to the foregoing Amendment to Declaration and who are known to me, acknowledged before me on this date, that being informed of the contents of the Amendment to Declaration, they as such officers and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of September, 1984.

Ann B. Smith
Notary Public
My Commission Expires: 9/30/88



JOINDER BY MORTGAGEE

IN WITNESS WHEREOF, GUARANTY FEDERAL SAVINGS & LOAN ASSOCIATION, a Corporation, has caused this Amendment to Declaration to be joined by it as Mortgagee, by R. L. Foushee its duly authorized ^{vice} President, and its corporate seal of said corporation to be hereunto affixed and attested by Sue Henry, its Assistant Secretary, this the 7th day of September, 1984.

GUARANTY FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST:

By Sue Henry
Its Assistant Secretary

By R. L. Foushee
Its Vice President

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

I, Dianna Morales, a Notary Public in and for said State and County, hereby certify that Sue Henry and R. L. Foushee, whose names as Assistant Secretary and Vice President, respectively of GUARANTY FEDERAL SAVINGS & LOAN ASSOCIATION, a Corporation, are signed to the foregoing Amendment to Declaration joining in said Amendment to Declaration as Mortgagee only, and who are known to me, acknowledged before me on this day, that being informed of

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the contents of this Amendment to Declaration, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 7 day of September, 1984.

Jeanne G. Marshall
Notary Public
My Commission Expires: 7-14-87

MSL 50 OF 1730

EXHIBIT "A"

WIND-DRIFT AT PERDIDO KEY, A Condominium

Description of Lands Comprising GULF PHASE I

Commence at a point on the West line of Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama, where said West line intersects the South right-of-way (300') of Alabama Highway 182; thence run North 77°-02'-00" East along the South right-of-way of said Highway 182 for a distance of 615.70 feet to the Point of Beginning, said point being on the East line of State of Alabama property, where said right-of-way of Highway 182 changes from a 300' right-of-way to a 200' right-of-way having a road station of 78+90.75; run thence North for 51.13 feet to a concrete monument found on the South right-of-way of said Highway No. 182; run thence North 77°-02'-00" East along said right-of-way for 207.17 feet; run thence South 06°-26'-14" East for 157 feet; run thence North 83°-33'-46" East for 45 feet; run thence South for 170 feet, more or less, to the margin of the Gulf of Mexico; run thence in a Westerly direction along said margin of the Gulf of Mexico to a point that is South and 280 feet, more or less, from the Point of Beginning; run thence North for 280 feet, more or less, to the Point of Beginning. Said land being in Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama.

Description of Lands Comprising GULF-PHASE II

Commence at a point on the West line of Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama, where said West line intersects the South right-of-way (300') of Alabama Highway 182; thence run North 77°-02'-00' East along the South right-of-way of said Highway 182 for a distance of 615.70 feet, said point being on the East line of State of Alabama property, where said right-of-way of Highway 182 changes from a 300' right-of-way to a 200' right-of-way having a road station of 78+90.75; run thence North for 51.13 feet to a concrete monument found on the South right-of-way of said Highway No. 182; run thence North 77°-02'-00' East along said right-of-way for 410.46 feet to the Point of Beginning; run thence South 77°-02'-00" West along said right-of-way for 203.29 feet; run thence South 06°-26'-14" East for 157 feet; run thence North 83°-33'-46" East for 45 feet; run thence South for 170 feet, more or less, to the margin of the Gulf of Mexico; run thence in an Easterly direction along said margin of the Gulf of Mexico to a point that is South and 335 feet, more or less, from the Point of Beginning; run thence North for 335 feet, more or less, to the Point of Beginning. Said land being in Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama.

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EXHIBIT "A-1"

WIND-DRIFT AT PERDIDO KEY, A Condominium

Additional Lands owned by Wind-Drift Joint Venture, a Partnership

PARCEL TWO

OLD RIVER PROPERTY

Commencing at a point on the West Line of Section 2, T-4-S, R-33-W, Tallahassee Meridian, Baldwin County, Ala., where said West Line intersects the South right of way (300') of Alabama Highway 182; thence N77°02'E along the South right of way of said Highway 182 a distance of 615.70 feet to a point, said point being on the East Line of State of Alabama property where said right of way of Highway 182 changes from a 300' right of way to a 200' right of way, having a road station of 78+90.75; thence North a distance of 256.49 feet to the point of beginning of the property herein described, said point being on the North right of way of said Highway 182; thence N77°02'E along said North right of way a distance of 410.46 feet to a point; thence North a distance of 420.4 feet, more or less, to a point on the South margin of Old River; thence Westerly along said South margin of Old River a distance of 410.5 feet, more or less to a point that bears North a distance of 417.8 feet, more or less from the point of beginning; thence South along said East Line of State of Alabama property a distance of 417.8 feet, more or less, to the point of beginning.

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