

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

728
COVENANT

This DECLARATION OF COVENANTS is made as of the 10th day of October, 1990, by Joe Cribbs New Concept Car Wash (hereinafter referred to as the Car Wash).

WHEREAS, the Car Wash is the owner of certain real estate located in Shelby County, Alabama, which is described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and,

WHEREAS, the Real Estate is situated within the Cahaba River - Lake Purdy Watershed (hereinafter referred to as the "Watershed"); and,

WHEREAS, The Water Works and Sewer Board of the City of Birmingham, an Alabama public corporation, (hereinafter referred to as the "Board") desires to insure that any development of, or construction on, the Real Estate shall be done so as to provide for the protection of the Watershed; and,

WHEREAS, the Car Wash wishes to have the Board provide water service to the Real Estate; and

WHEREAS, to induce the Board to extend water service and as one of the conditions of the Board extending water service to the Real Estate, the Car Wash has agreed to subject the Real estate to the following covenants, agreements, and restrictions.

NOW, THEREFORE, the Car Wash does hereby declare that the Real Estate shall be subject to the following covenants, agreements and restrictions, all of which shall run with the land (the Real Estate) and shall be binding upon the Car Wash and its successors and assigns forever.

1. That, the Car Wash shall develop and comply with the "Drainage Plan" prepared by Engineering Services Associates, Inc. and attached hereto as Exhibit "B" and Exhibit "C" and incorporated herein by reference.

2. That in accordance with the Drainage Plan prepared by Engineering Services Associates, Inc. the Car Wash shall provide: that all roof drainage is to flow over grassed areas whenever possible before spilling onto impervious areas; that all curbing shall be cut or placed so as to prevent any by-pass of run-off from the Real Estate; and, that the installation of a grit chamber shall be constructed in the manner and to the specifications set forth in Exhibits "B" and "C".

3. That, the Car Wash shall, as same becomes necessary, but not less than one year, be responsible for the cleaning of the grit chamber and

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*Water Works Board
City of Birmingham
County of Jefferson*

replacement of absorbent material.

It shall be the responsibility of the Car Wash to provide to the Board upon the completion of each Maintenance Procedure as said Maintenance Procedure shall be necessary, but at least once a year, a written verification that the Car Wash has performed said Maintenance Procedure. Said written verification shall be supplied to the Board in accordance with the notice procedure set forth below.

4. That, in the event the Car Wash shall fail to provide to the Board the written verification as set forth in the preceding paragraph, or shall fail to perform the Maintenance Procedures when same shall become necessary, the Board and/or its agent shall have the right to enter the Real Estate to perform said Maintenance Procedure. In the event the Board and/or its agents are required to enter the Real Estate to perform said Maintenance Procedure, the Car Wash shall be liable to the Board for its costs in performing said Maintenance Procedures.

5. That, in the event the Car Wash should become liable to the Board for the Board's costs as set forth in the preceding paragraph, and the Car Wash fails and/or refuses to pay and/or reimburse the Board for said costs, and the Board obtains legal counsel to collect said costs, the Car Wash shall also be liable to the Board for costs of court, litigation expenses, and reasonable attorneys fee.

6. That, in the event the Car Wash shall breach any provision of this covenant, the Board shall be entitled to seek from a court of competent of jurisdiction an order for specific performance. In the event the Board seeks an order for specific performance, the Car Wash agrees to be liable for costs of court, litigation expenses and reasonable attorneys fees.

7. Any notices required to be sent to the Board under this covenant shall be deemed to have been properly sent when mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

General Manager
The Water Works and Sewer Board
of the City of Birmingham
P. O. Box 830110
Birmingham, Alabama 35283

8. Invalidiation of any provision hereby by judgement or court order shall in no way effect any other provision of this Covenant, all of which shall remain in full force and effect.

9. Should any dispute or litigation arise between any of the parties whose rights or duties are effected or determined by this covenant as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

10. This covenant shall become effective upon its recordation in the office of the Judge or Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this covenant as of the date first above written.

ATTEST:

JOE CRIBBS NEW CONCEPT CAR WASH

By: William H. Stays

By: Joe Cribbs

Its: _____

Its: President

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STATE OF ALABAMA }
COUNTY OF _____ }

I, Dana G. Pomeroy, a Notary Public in and for said county and in said state, hereby certify that Joe Cihlar, whose name, as President of the Car Wash is signed to the foregoing instrument and who is known to be, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of October, 1990.

Dana G. Pomeroy
NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 29, 1994

BOOK 317 PAGE 905

Exhibit "B"



JEFFERSON TITLE CORPORATION
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

(Name) Courtney H. Mason, Jr.
(Address) PO Box 360187
Birmingham, AL 35236-0187

WARRANTY DEED

STATE OF ALABAMA
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

FIFTY THOUSAND SIXTEEN AND 80/100ths (\$50,016.80) - - - - -DOLLARS.

That in consideration of

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Ronald P. Buffington and Rick A. Sizemore

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Joe S. Cribbs

(herein referred to as grantee, whether one or more), the following described real estate, situated in
County, Alabama, to-wit:

Book 317 PAGE 906
Lot 1-BB, according to a Resurvey of Lot 1-B of Resurvey of Lot 1-A of Resurvey of Lot 1, & S Subdivision, as recorded in Map Book 13, Page 143, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

This property is not homestead property as defined by the Code of Alabama.

Grantee's address: 2329 ALTADENA CREST DRIVE BIRMINGHAM, AL. 35242-4401

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 7th
day of February, 19 90.

(SEAL) Ronald P. Buffington (SEAL)
Ronald P. Buffington
(SEAL) Rick A. Sizemore (SEAL)
Rick A. Sizemore
(SEAL) _____ (SEAL)

STATE OF Alabama
Shelby COUNTY }

General Acknowledgment

a Notary Public in and for said County,

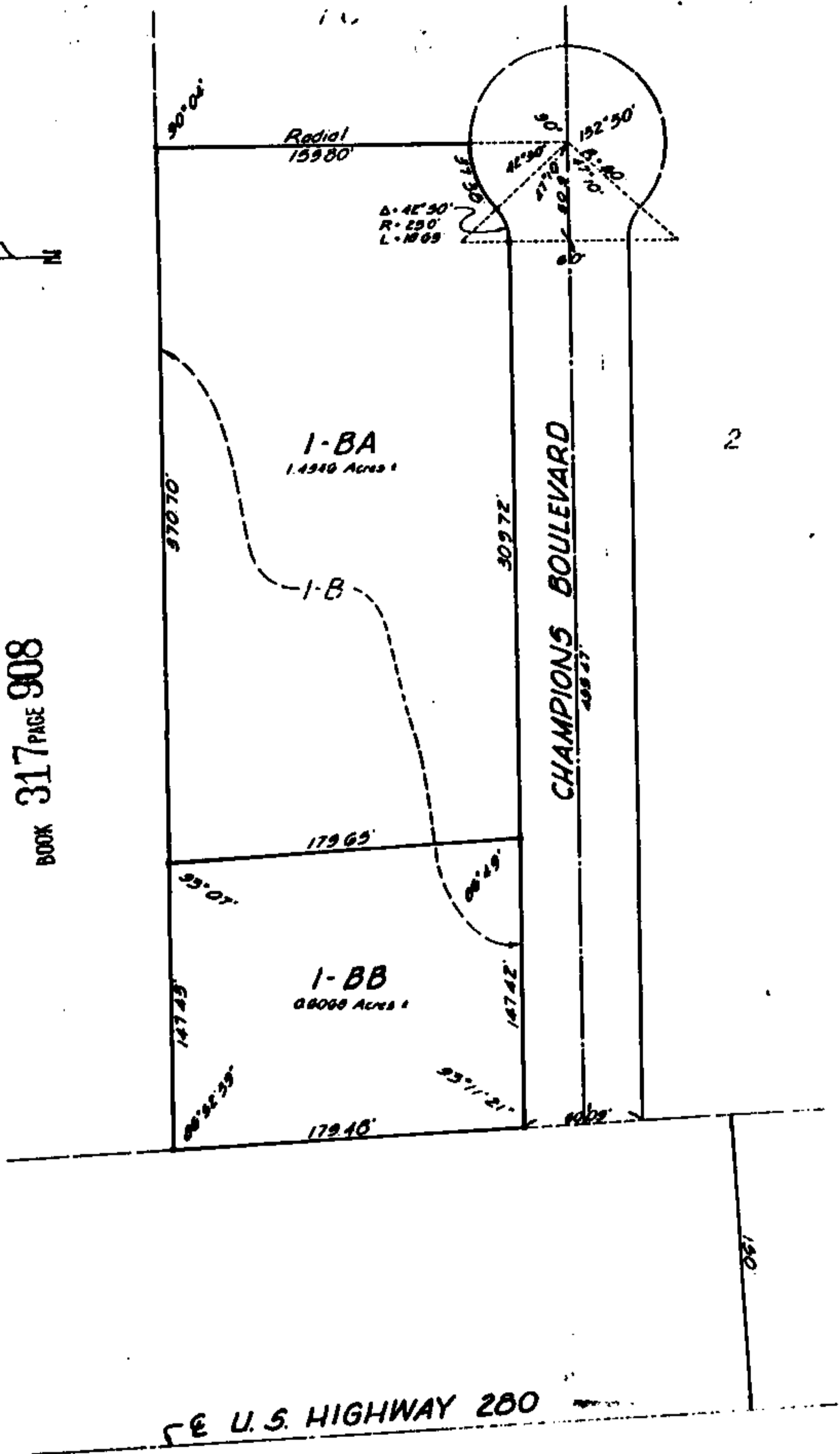
I, the undersigned
in said State, hereby certify that Ronald P. Buffington, a married man

whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of February, A.D. 19 90

Judy D. Knight
Notary Public

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RESURVEY OF LOT 1-B
OF

BOOK 317 PAGE 909

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV -9 AM 9:58

William W. Scarborough
JUDGE OF PROBATE

1. Dead Tax	—————
2. Mtg. Tax	—————
3. Recording Fee	30.00
4. Indexing Fee	5.00
5. No Tax Fee	—————
6. Certified Fee	1.00
Total	36.00

NO.	DATE	DESCRIPTION	AMOUNT
1	11-20-58	RECORDING FEE	30.00
2	11-20-58	INDEXING FEE	5.00
3	11-20-58	CERTIFIED FEE	1.00
TOTAL			36.00

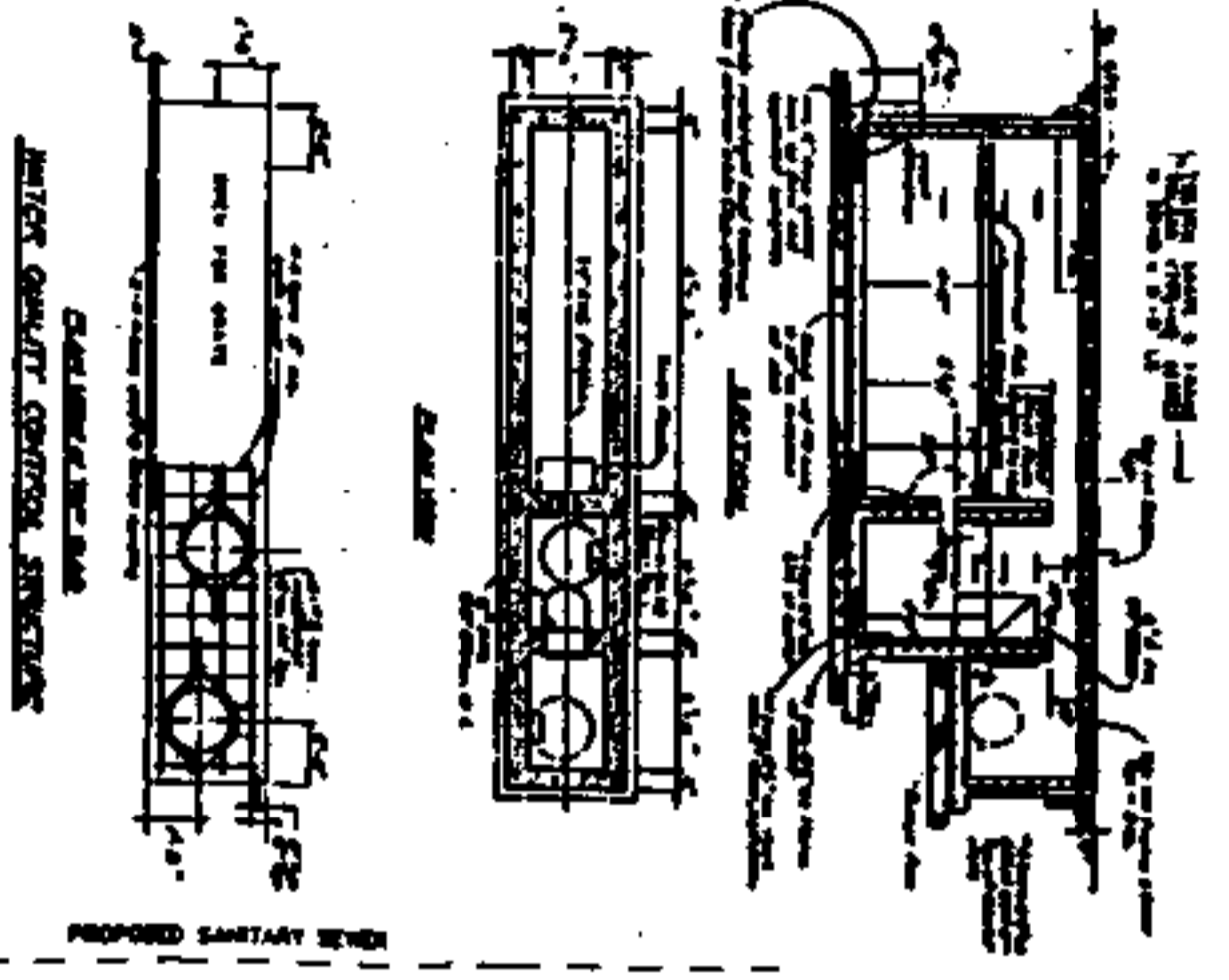
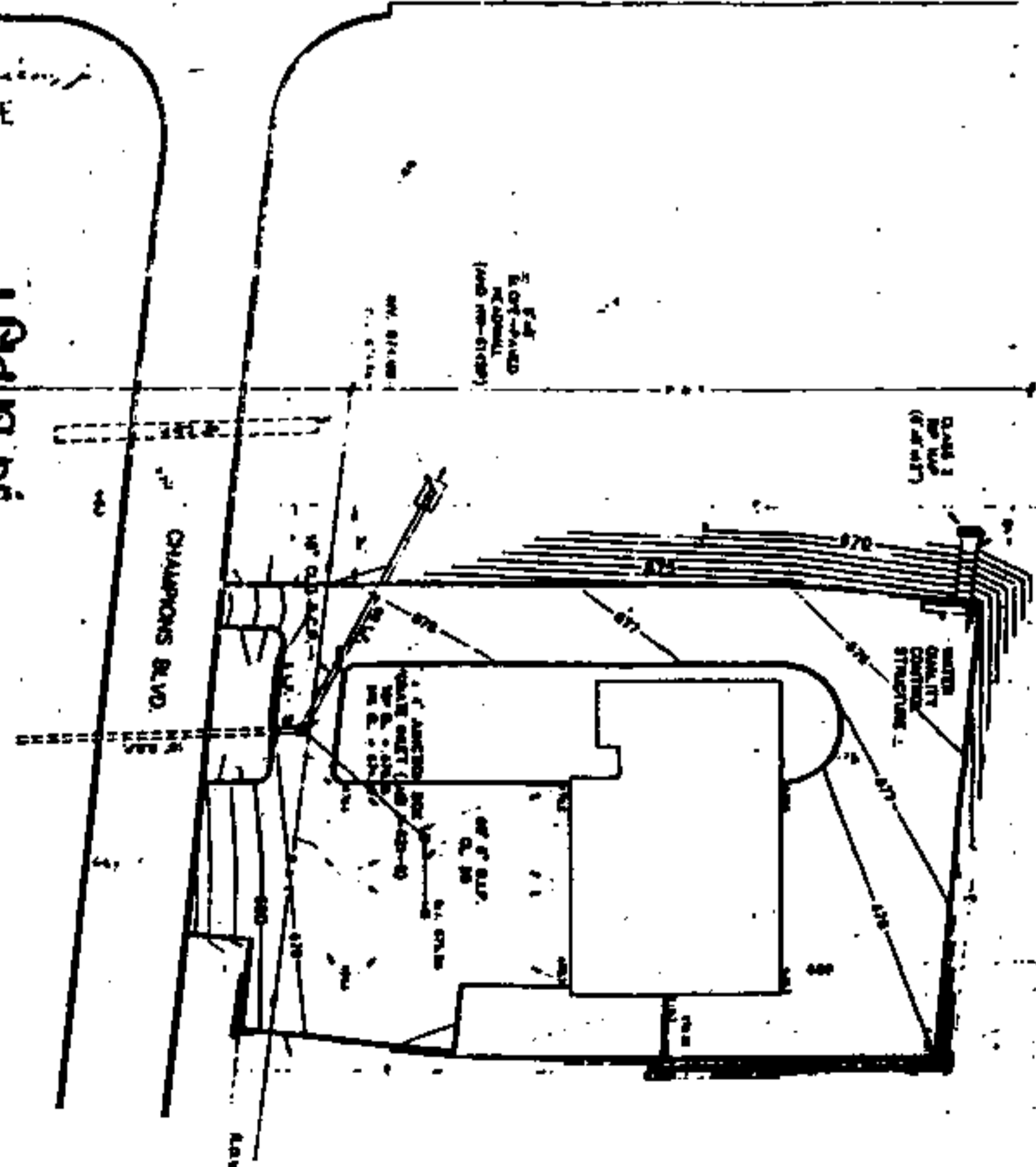
CSA
CRIBBS' PROPERT
DEVELOPMENT

SITE PLAN

ENGINEERING SERVICE
ASSOCIATES, INC.
1100 1st St. N.E.
Atlanta, Georgia 30309
Phone 1-404-525-1100

LEGEND

- PROPERTY BOUNDARY
- UTILITY POLE
- EXISTING CURB, STORM SEWER
- EXIST. DRIVEWAY
- PROPOSED DRIVEWAY



U.S. HIGHWAY 8 EAST

U.S. HIGHWAY 8 WEST

This instrument was prepared by

(Name) William H. Halbrooks

(Address) 704 Independence Plaza

SEND TAX NOTICE TO:
Margaret Doyle
3046 Old Stone Drive
Birmingham, Alabama 35242

Corporation Form Warranty Deed - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF Jefferson)

That in consideration of One Hundred Twenty-Nine Thousand and no/100----- DOLLARS,
to the undersigned grantor, M. L. R. Properties, Inc. a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged,
the said GRANTOR does by these presents, grant, bargain, sell and convey unto
Margaret Doyle

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit;

Lot 16A, according to a Resurvey of Lots 16 through 22, Block 1,
Town of Adam Brown, as recorded in Map Book 12, Page 25 in the
Probate Office of Shelby County, Alabama.

Subject to current taxes, easements and restrictions of record.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV -9 AM 10: 04

JUDGE OF PROBATE

1. Deed Tax	-----	\$ 129.00
2. Mtg. Tax	-----	0
3. Recording Fee	-----	2.50
4. Indexing Fee	-----	3.00
5. No Tax Fee	-----	0
6. Certified Fee	-----	1.00
Total	-----	\$ 135.50

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 1st day of November, 1990

ATTEST:

Secretary

M. L. R. PROPERTIES, INC.
By Meredith E. Lyemance
Meredith E. Lyemance, Vice President

STATE OF Alabama)
COUNTY OF Jefferson)
I, the undersigned

a Notary Public in and for said County, in said State,

hereby certify that Meredith E. Lyemance

whose name as Vice President of M. L. R. Properties, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer 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 1st day of November, 1990

William H. Halbrooks
Notary Public