

STATE OF ALABAMA)
COUNTY OF BLOUNT)

INDENTURE OF ESTABLISHMENT OF
PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS AND GRANTS OF EASEMENTS

THIS INDENTURE is made as of September 15th, 1983, by and between BRUNO'S, INC., an Alabama corporation, whose address is P. O. Box 2486, Birmingham, Alabama 35201 (hereinafter called "Bruno's"), and JOE J. JOSEPH and ERNEST A. JOSEPH, whose notice address is 648 Bienville Lane, Birmingham, Alabama 35213 (hereinafter collectively referred to as the "Developer"), as follows:

RECITALS

1. The property subject to this Indenture is shown on Exhibit "A" attached hereto and made a part hereof.

2. The following described properties constitute the South Brook Village Shopping Center, in Shelby County, Alabama:

(a) Tracts "B", and "D" are owned by Developer. The location of said tracts and the legal description thereof are set forth on Exhibit "A" attached hereto.

(b) The 25' (twenty-five foot) Right of Way Easement is owned by the Developer. The location of said easement and the legal description thereof is set forth on Exhibit "A".

(c) The property shown as Tract "C" on Exhibit "A" is to be purchased by Bruno's, Inc. from Developer as the present owner thereof and is hereinafter referred to as the "Bruno's Tract".

This Indenture will be recorded in the Office of the Judge of Probate of Shelby County, Alabama simultaneously with the

52 PAGE 692

BOOK

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recording of the deed from Developer conveying the Bruno's Tract to Bruno's.

3. There is also included in this Indenture, Tract "A" which is not a part of the Shopping Center, but is included for the purpose of granting certain easements to, and placing certain restrictions upon the owners of Tract "A", their successors and assigns. The location of Tract "A" and the legal description thereof is set forth on Exhibit "A" attached hereto. This Tract is referred to from time to time as the "Outparcel".

4. The parties to this Indenture desire to establish a plan for the development of the Shopping Center as an integrated development functioning as a single shopping center rather than as multiple tracts of separately-owned property.

NOW, THEREFORE, in consideration of the premises and the various undertakings hereinafter set out, and of the mutual covenants and agreements hereinafter outlined, the parties hereto being all of the record owners of the Shopping Center do hereby establish the covenants, conditions and restrictions hereafter set forth, and grant to each other the easements hereafter described.

SECTION I - COVENANTS, CONDITIONS AND GENERAL RESTRICTIONS

1. For the purpose of this Indenture, the Shopping Center is divided into categories which relate to use, and are hereafter referred to respectively as "Building Area", "Bruno's Future Building Area", "Common Area" and "Future Building Areas". The Building Area is the area upon which Bruno's and Developer are to construct buildings as shown on Exhibit "A" during Phase 'One' Construction. Bruno's Future Building Area is the area upon which Bruno's may expand its building to be constructed on its tract or construct retail shops. The Building Area shall hereinafter

be construed to include the Bruno's Future Building Area, when referring to the Bruno's Tract. Future Building Areas are the areas hereinafter described upon which Developer is to construct buildings in the future, after completion of Phase 'One' Construction. All of the remaining areas of the Shopping Center as shown on Exhibit "A" attached hereto, including, without limitation, the 25' (twenty-five foot) Right of Way Easement, constitute Common Area. Tract "D" includes two Future Building Areas, one marked "Proposed Future Discount Department Store" and the other marked "Proposed Future Small Shops." Except with the consent of the owner of the Bruno's Tract, no buildings or improvements of any kind shall be constructed by Developer on any part of the Shopping Center, except for the purposes and uses herein stated, and except in the Building Areas, and Future Building Areas as referred to hereinabove (but not beyond the building lines) all as shown on Exhibit "A" attached hereto. Prior to the construction of a building upon any of the Future Building Areas referred to above, such Future Building Areas shall be treated as part of the Common Area.

2. Except for the building footings, canopies, and overhangs, the construction, establishment and maintenance of buildings or expansions thereof upon each tract of the Shopping Center shall be confined within the lines of those Building Areas and the Future Building Areas, as hereinabove referred to and as further shown on Exhibit "A", and there shall be no other buildings constructed upon the Shopping Center unless shown on Exhibit "A" or agreed to in writing between all parties hereto.

3. Outdoor sales areas will be limited to such part of the sidewalks running along the front side of each of the buildings to be constructed on the building sites, all as shown on Exhibit "A", such sales to be conducted on such sidewalks so as to place no obstruction which will prevent

the free flow of pedestrian traffic along the sidewalks. The owners of Bruno's and Tract "D" shall also be entitled to have a shopping cart storage area immediately adjacent to the front of their buildings; provided, however, no such shopping cart storage area shall be allowed to prevent the free flow of pedestrian traffic along the sidewalk in front of such building.

4. Except with the prior written approval of the owner of the Bruno's Tract, no building shall be erected, placed, maintained, expanded or altered on the Outparcel unless it be limited in height to one story plus mezzanine, or twenty (20) feet, whichever is less. No building shall be erected, placed, maintained, expanded or altered on any part of the Shopping Center including the Outparcel unless the exterior appearance and coloring thereof, specifically including, but not limited to, elevations, height, canopy design and dimensions, and location of other building projections, shall constitute an architecturally harmonious part of the development of the Shopping Center, and shall first be approved by the owner of the Bruno's Tract, such approval not to be unreasonably withheld.

5. All buildings, including that or those on the Outparcel, shall be either equipped with such automatic sprinkler systems as meet all of the standards of the local organization having jurisdiction, or shall be constructed in such a manner so that said building may be fire rated as a separate and distinct unit from any other building built within the Shopping Center so as not to affect the fire rating of any buildings built adjacent thereto.

6. For the purposes of this Indenture, all of the area within the Shopping Center to be used in common shall be Common Area. Without limiting the generality of the foregoing, said Common Area includes the service areas which are located behind the buildings and all sidewalks, driveways, entrances/exits and parking areas whether now

existing or hereafter to be constructed. Said Common Areas shall be developed and maintained substantially in accordance with Exhibit "A", and as herein referred to, including, without limitation, the location of parking lot lighting. Any material variation from said Exhibit "A" in the development and maintenance of said Common Area shall require the written consent of all record owners of the Shopping Center.

7. No building shall be built in Future Building Areas on Tract "D" until the owner of Tract "D" has constructed the required additional parking areas, access road and service road shown on Exhibit "A" (not within Phase 'One' Construction).

8. Employees of any occupant of any building in the Shopping Center and Outparcel shall park only on the tract on which said building is located. The owner of each such tract shall be entitled to designate the employee parking area on such tract, which such area shall, to the maximum extent feasible, be on the side, not immediately in front of, such building.

SECTION II - EASEMENTS

In further consideration of the premises recited hereinabove, and the various undertakings hereinabove and hereinafter set out, and of the mutual covenants hereinabove and hereinafter contained, the parties hereto hereby grant and convey to one another the following reciprocal easements. To have and to hold the same unto the parties hereto, their respective successors and assigns, forever.

1. The Common Area except for the Future Building Areas, shall be used only for the following purposes:

(a) The parking of passenger vehicles, and the pedestrian and vehicular traffic of the owners of any and all portions of the Shopping Center and their respective

heirs, successors, assigns, grantees, mortgagees and tenants, and all persons who now own, hold or hereafter own or hold, portions of real property within the Shopping Center or any leasehold estate, or any other interest therein, or building space thereon; and the respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, customers, visitors and licensees and invitees of any of them;

(b) The ingress, egress and regress of any of the above-designated persons, and the vehicles thereof, to any, and from any, portion of the Common Area and the public streets adjacent to the Common Area;

469 354 52
PAGE 25
8008

(c) The installation, maintenance and operation, within the confines of the Common Area, of all utilities and services to serve the Building Area, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits and related facilities, and sewage facilities, all of which (except hydrants) shall, wherever reasonably feasible, be even with or below the surface; any of the above permitted installations which are located above the surface shall be located so that there shall be an unimpeded access for vehicles and trucks to and from the loading areas of the Building Area and to and from the public streets to the loading areas of the Building Area; any party or person using any portion of the Common Area for any such purpose shall promptly restore and repair the Common Area so used as nearly as possible to its condition prior to such use;

(d) The movement of pedestrian and passenger vehicles between buildings located or to be located within the Shopping Center;

(e) The comfort and convenience of customers, visitors, invitees, licensees and patrons of mercantile, business and professional establishments and occupants

located or to be located within the Shopping Center by such other facilities (as, for example, mailboxes, public telephones, benches) as said owners and their respective heirs, successors, assigns, or grantees may from time to time deem appropriate; notwithstanding the foregoing, in accordance with the provisions of Section I, paragraph 2, hereinabove set forth, all buildings are to be confined within the Building Area;

(f) The construction, maintenance, repair, replacement and reconstruction of parking sites or stalls, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, traffic and parking lighting facilities, and pylon signs (with appropriate underground electrical connections) at the locations on Exhibit "A".

(g) The ingress, egress and regress of delivery and service trucks and vehicles to and from the Building Area or any portion thereof and the public streets adjacent to the Shopping Center, for the delivery of goods, wares, merchandise and the rendition of services to said owners, and their respective heirs, successors, grantees and assigns, and all persons who now own or hold, or hereafter own or hold, portions of the Building Area or Future Building Areas or any leasehold estate, or any other interest therein, or building space thereon, and the respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees and licensees of any of them;

(h) The temporary parking or standing of trucks, tractors, trailers and other delivery vehicles used in conjunction with the exercise of any of the matters described in paragraph (g) above; provided that no such temporary parking or standing shall at any time be allowed to block the free flow of vehicular or pedestrian traffic;

(i) The installation, removal, repair, replacement and maintenance of such advertising or identification sign of building occupants as may be desired to be attached to or mounted upon such canopies or building walls; notwithstanding the foregoing, no such sign shall be so installed on any tract of the Shopping Center which shall materially obstruct the visibility of buildings and/or signs erected on any other tract of the Shopping Center and all such signs shall be of such coloring, design, size and general appearance as shall constitute an architecturally harmonious part of the development of the Shopping Center; and, no signs of any kind or character may be constructed on any road right-of-way adjacent to or surrounding the Shopping Center; and

(j) Developer hereby grants and conveys to Bruno's and its successors and assigns the right and easement to connect to, maintain and use any water mains, fire hydrants, storm sewers and sanitary sewers and systems for rain water drainage in the development of Bruno's Tract.

2. The easements granted in each instance shall be perpetual and shall be appurtenant to each designated tract and shall be non-exclusive and for the use and benefit, in common with grantor and others, and with each grantee, its heirs, executors, administrators, successors, assigns, tenants, and subtenants; provided, however, that portion of the Common Area at the rear of any buildings constructed on the Building Area and Future Building Areas shall be reserved for the exclusive use of the occupants of such building for truck parking and for loading and unloading of delivery vehicles, except that no such exclusive use shall at any time be allowed to block the free flow of vehicular or pedestrian traffic at the rear of such buildings so as to prevent or hinder any such occupant from ready access to the rear of its building. No curbs, fences, walls or other barriers shall be

placed between the tracts in the Shopping Center which would prevent or hinder enjoyment of the easements granted hereby or with the free flow of pedestrian and vehicular traffic other than as shown on Exhibit "A"; provided, however, Developer with the prior approval of the owner of the Bruno's Tract, may construct a curb, fence, wall or other barrier on, over and upon Tract "D" until such time as Developer shall proceed beyond Phase "One" Construction, as set forth on Exhibit "A" attached hereto.

3. Within Phase 'One' Construction there is no entrance/exit from Alabama Highway 119 to the Outparcel. The parties hereto acknowledge and agree that at the time the Developer, their successors or assigns shall develop the Out Parcel, the Developer shall first complete those sections of the drives located contiguous to the Outparcel, as shown on Exhibit "A". The drives shall be constructed to the same specifications required of all drives constructed within Phase 'One' Construction.

4. Within Phase 'One' Construction there are no entrance/exits from the Outparcel to the Shopping Center. Bruno's and Developer agree that there may be two (2) entrance/exits from the southern boundary of the Outparcel, and two (2) entrance/exits from the western boundary of the Outparcel, such entrance/exits not to exceed twenty-five (25) feet each in width. The location of these entrance/exits shall be approved by the owner of the Bruno's Tract. The area not occupied by such entrance/exits shall be blocked by curbing. Directional markers shall be placed upon the Outparcel entrance/exits so as to indicate that the flow of traffic to and from the Outparcel shall yield to the flow of traffic on the Shopping Center drives.

5. Each party grants to such other party as may be constructing a building adjacent to such other party's building area an easement appurtenant for the installation of

necessary foundations for the building to be constructed, in, over, and upon the three (3) feet of Building Area immediately adjacent to the line of such proposed building. Said three (3) foot strip shall be the servient tenement with respect to such easement. The owner of the servient tenement shall have the right to use, as a foundation for the wall of the building constructed on such second-to-be-developed tract, any foundation installed in the three (3) foot easement area granted pursuant to the preceding provisions of this paragraph. It is the intention of the parties hereby to provide that the owner of the first such Building Area to be so developed, in consideration of being permitted to use the servient tenement for extension of the foundations of its building, hereby grants to the owner of the servient tenement the right to use such extended foundations in connection with the second-to-be-constructed building, so as to obviate the need for any wasted space between such two (2) buildings, by allowing the walls of such buildings to be immediately adjacent to each other. In further consideration of such permission, the owner of the first of said Building Areas to be developed shall, not less than thirty (30) days prior to the installation of any foundations pursuant hereto, submit to the owner of the servient tenement the result of any soil tests which it may have obtained, as well as its plans and structural calculations for the foundation which it intends to install. If such soil tests or such plans and structural calculations show that such foundations will be insufficient to accommodate the wall intended by the owner of the servient tenement to be placed on the servient tenement, and if the owner of the servient tenement notifies the owner of the first of such Building Areas to be developed in writing within such thirty (30) day period of adjustments in such plans and structural calculations necessary to accommodate the wall intended by the owner of the servient tenement, then

BOOK 52 PAGE 702

such adjustments shall be made by the owner of the first such Building Area to be developed and any additional expense on account of such adjustments shall be borne by the owner of the servient tenement. If the owner of the first of such Building Areas to be developed shall fail or refuse to comply with the terms of this paragraph, the owner of the servient tenement shall be entitled to injunctive relief and such other rights and remedies as it may have in law or in equity; provided, however, the owner of the first of such Building Areas to be developed shall be entitled to require the owner of the servient tenement to pay in advance any additional expense on account of such adjustments.

52 PAGE 702
BOOK

6. Each party, its successors and assigns does hereby grant to each other party an easement appurtenant for the sole and express purpose of ingress to, and egress from, public streets or highways, over and across the Common Area of each party's respective tract. The easement described herein is perpetual and non-exclusive, being for the joint use and benefit of all of the parties to this Indenture, and their respective successors and assigns, grantees, mortgagees and tenants, and all persons who now own, hold or hereafter own or hold portions of real property within the Shopping Center or any leasehold estate, or any other interest therein or building space thereon; and the respective tenants or sub-tenants thereof; and the officers, directors, concessionaires, agents, employees, customers, visitors and licensees and invitees of any of them.

7. Each party, its successors and assigns does hereby grant to the owners of the Outparcel, their successors and assigns, an easement appurtenant over and across the Shopping Center drives, for the sole and express purpose of ingress to and egress from the Outparcel to the Shopping Center. The easement described herein is perpetual and nonexclusive, being for the joint use and benefit of all of

the parties to this Indenture, and their respective successors and assigns, grantees, mortgagees and tenants, and all persons who now own, hold or hereafter own or hold portions of real property within the Shopping Center or any leasehold estate, or any other interest therein or building space thereon; and the respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, customers, visitors and licensees and invitees of any of them.

SECTION III - COMMON AREA MAINTENANCE AND TAXES

1. Each owner of the Shopping Center shall be responsible for performing and hereby covenants and agrees to perform, common area maintenance and repair on its respective tract, including, without limitation, paving, landscaping and replacement of shrubs. Developer further covenants (with such covenant running with Tract "D") that Developer shall maintain the landscaping along the common boundary of the Shopping Center and Alabama Highway 119 and 6th Avenue S.W.; and the owner of the Bruno's Tract shall reimburse Developer, its successors and assigns, for the cost of the maintenance of that portion of the landscaping abutting both the Bruno's Tract and Alabama Highway 119, and the Bruno's Tract and 6th Avenue, S.W.

2. Each owner of the Shopping Center, agrees to pay its cost of cleaning, sweeping, striping and snow and ice removal of the Common Area. Until such time as each party shall construct a building or other improvements on its Building Area and/or Future Building Areas and complete the development of its Common Areas, including parking, driveways, and so forth, each such party shall be responsible for keeping its tract free and clear of debris, rubbish, weeds and all other disturbing and unsightly conditions.

3. The owners of the Outparcel shall be responsible for keeping the Outparcel free and clear of debris, rubbish, weeds and all other disturbing and unsightly conditions.

4. Each tract owner, including the owner of the Outparcel, will be responsible for matters relative to sanitation, handling and removal of trash and debris, loading and unloading of trucks and other vehicles, and preventing the unsightly or unsanitary accumulation of trash or other similar misuse of walkways, loading areas or other common areas on their respective properties.

5. The owner of any tract shall have the right to serve written notice on the owner of any other tract that certain items of maintenance and repair required hereunder with respect to such other tract are being neglected and are needed, and that the owner responsible therefor in accordance with the provisions of paragraph 1 of this Section III has ten (10) days following receipt of said notice within which to perform the necessary maintenance and repairs. If said responsible owner does not complete said maintenance and repairs within the applicable curative period, the party serving said notice shall have the right to act in the place of said responsible owner with respect to such maintenance and repairs and undertake and complete the maintenance and repairs, and be reimbursed for its cost from the nonperforming owner, in accordance with the obligations as agreed upon in of this Section III.

6. Each owner of the Shopping Center shall be responsible for, and hereby covenants and agrees to maintain, general public liability insurance in an amount not less than \$1,000,000 with respect to injury to any one person; in an amount of \$1,000,000 with respect to any one accident or disaster; and in an amount of \$1,000,000 with respect to damaged property. Each owner hereby agrees to indemnify and

BOOK 52 PAGE 704

hold each other owner harmless from and against all costs, liability and expense, including, without limitation, reasonable attorneys' fees, in connection with any personal injury or property damage occurring on such indemnifying owner's tract, unless such occurrence resulted on account of the negligence, intentional action or intentional inaction of the owner so indemnified, its agents, employees or servants. Certificate of such coverage shall be provided by each tract owner to each other tract owner, and shall provide for ten (10) days' notice to the other tract owners prior to cancellation or termination.

7. Each owner of the Shopping Center shall be responsible for, and hereby covenants and agrees to maintain, hazard insurance with extended coverage on the structures on its tract(s) in an amount not less than the full insurable replacement value thereof.

8. Each owner of the Shopping Center hereby releases and waives any claim or right to recovery against each other owner for any loss resulting from causes covered by hazard or general public liability insurance and shall provide a waiver of subrogation endorsement to all hazard or general public liability insurance carried with respect to the Shopping Center.

9. Each owner of the Shopping Center shall be responsible to pay, and hereby covenants and agrees to pay, real estate taxes and assessments for its own tract.

10. Each tract owner, including the owner of the Outparcel, shall, subject to condemnation or other taking by eminent domain, maintain the number of parking spaces on its respective tract(s) required by any applicable law or ordinance or as shown on Exhibit "A", whichever is greater. A defaulting owner of the Shopping Center, its tenants, sub-tenants and licensees thereon, and their respective customers, invitees, guests, and employees, shall not be

52 PAGE 705
BOOK

entitled to park on other tracts of the Shopping Center owned by another owner unless and until such parking space deficiency is cured. The owners of the tracts other than the defaulting owner as described hereinabove, shall be entitled to enforce the forfeiture of parking privileges by injunctive relief or by any other rights and remedies available at law or in equity.

SECTION IV - RESTRICTIONS ON USE

1. The Shopping Center and the Outparcel shall be used for commercial purposes only. Developer and Bruno's agree that no building or other improvement shall be constructed on any part of the Shopping Center or Outparcel except retail stores normally found in a retail commercial strip. Developer further agrees that no buildings or other improvements shall at any time be constructed on any part of the Future Building Areas unless the automobile parking ratios in Developer's future paving area as shown on Exhibit "A" are at least equal to and comply with the minimum automobile parking ratio requirements of the City of Alabaster, Alabama, and of any other applicable governmental agency.

2. No portion of the Shopping Center or Outparcel shall be used for purposes of a carnival, bowling alley, pinball arcade, game room, or skating rink without the prior written consent of the then record owners of the Shopping Center pursuant to the provisions hereinafter set forth in SECTION V 2; provided however, nothing contained herein shall prohibit the installation and operation of a single video game machine within any building in the Shopping Center.

3. The Developer covenants and agrees that the Future Building Areas on Tract "D" shall be used for the sole purpose of constructing thereon the future stores as shown on Exhibit "A" and referred to in paragraph 1 of Section I,

hereinabove, unless otherwise approved by the owner of the Bruno's tract.

SECTION V - GENERAL PROVISIONS

1. Each and all of the agreements, rights and covenants in this Indenture shall, to the maximum extent allowed by law, be perpetual and shall be binding upon and inure to the benefit of, the parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, tenants and all other persons acquiring said land or any part thereof, whether by operation of law or in any manner whatsoever, unless and until modified as herein provided. All the provisions of this Indenture shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Shopping Center or Outparcel or any part thereof as the covenantor (a) is for the benefit of the land of the covenantee, (b) runs with both the land owned by the covenantor and the land owned by the covenantee and (c) shall benefit or be binding upon each successive owner, during his ownership, of any portion of the land affected hereby and each person having any interest therein derived through any owner of the land affected hereby.

2. This Indenture may be cancelled, changed, modified or amended in whole or in part only by a written and recorded agreement executed by the then record fee owners of not less than seventy-five percent (75%) of the land comprising the Shopping Center, which agreement shall not be unreasonably withheld or delayed; provided, however, any provision in this paragraph 2 to the contrary notwithstanding, the Indenture may not be cancelled, changed, modified or amended in whole or in part except by a written

BOOK 52 PAGE 707

and recorded agreement executed by Bruno's and Developer, or their successors and assigns.

3. Breach of any of the covenants or restrictions contained in this Indenture shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Shopping Center or any part thereof, but all of the foregoing provisions, restrictions and covenants shall be binding and effective against any owner of said Shopping Center, or any part thereof, whose title thereto is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. The term "mortgagee", wherever used herein shall be construed to include beneficiaries and trustees under deeds of trust.

5. Invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect.

6. This Indenture shall create privity of contract and estate with and among all grantees of all or any part of the tracts, and their respective heirs, executors, administrators, successors and assigns. In the event of a breach, or attempted or threatened breach, by any owner of any part of the tracts, in any of the terms, covenants and conditions hereof, any one or all of the owners of the tracts shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Indenture shall, only to the extent of such violation and not in any other respect, be void and may be set aside upon petition of one or more of the owners of the tracts. All costs and expenses of any such suit or proceedings,

including attorneys' fees, as hereinafter provided, shall be assessed against the defaulting owner and shall constitute a lien against the real property or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for, until paid, effective upon recording notice thereof in the Office of the Judge of Probate of Shelby County, Alabama, but any such lien shall be subordinate to any bona fide mortgage or deed of trust covering any portion of the tracts, and any purchaser at any foreclosure or trustee's sale (as well as any grantee of deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such lien, but otherwise subject to the provisions hereof. The remedies permitted at law or equity of any one or all such owners specified herein shall be cumulative as to each and as to all.

52 PAGE 709
BOOK 52
7. In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Shopping Center, that portion of the award attributable to the value of any land within the area so taken shall be payable only to the owner in fee thereof and no claim thereon shall be made by other owners of any other portion of the Shopping Center; provided, however, all other owners of the Shopping Center may file collateral claims with the condemning authority over and above the value of the land of the area to be taken; provided, further, however, that the owner of the fee of each portion of the area so condemned shall promptly repair and restore the remaining portion of the area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation, without contribution from any other owner, but only to the extent that the proceeds of such award are sufficient to pay the costs of such restoration and repair. The Common Area after any such condemnation or taking shall be subject to the

same cross-easements provided hereinabove in this Indenture as were applicable prior to such condemnation or taking.

8. All notices required under this Indenture shall be given or exercised in writing, by certified mail with return receipt requested, to the parties at their respective addresses set forth above and shall be effective upon such mailing. Each party may make changes in its respective address for any purpose provided that the party making the change shall, by notice as provided herein, properly authorize and set forth same.

9. Each owner of the Shopping Center hereby covenants and agrees to light the parking area, driveways, walkways, exits and entrances to the Shopping Center, and all of the other developed Common Areas on its respective tract(s), at all hours of darkness up to at least 10:00 P.M.; provided, however, that in the event the owner of a particular tract of property in the Shopping Center fails or refuses for any reason whatever to light the parking area, driveways, walkways, exits and entrances to and from the Shopping Center, and all other Common Areas on its own tract of property in the Shopping Center, then after written notice of such failure to such defaulting owner, any of the other owners of tracts of property in the Shopping Center may come on the tract of such defaulting owner and make any necessary arrangements to have any of such exits and entrances to the Shopping Center and any other parts of the Common Areas on such tract illuminated in such manner as not to interfere with the operation of such owner's business on its own tract, in which event the defaulting owner of such tract shall reimburse the tract owner so performing such lighting service for the total cost incurred by such tract owner in protecting the business conducted by it on its own tract. If the owner of any tract desires that another tract be lighted beyond 10:00 P.M., then such owner may require that the other tract

52 PAGE 710
BOOK

be lighted beyond 10:00 P.M. by paying to the owner of the other tract the cost of such lighting beyond 10:00 P.M.

10. Nothing herein shall be construed to make the parties hereto partners or joint venturers or to render any party liable for the debts or obligations of any other party, except as may be expressly provided herein. Nor shall anything herein restrict a party's right to sell, lease, mortgage or otherwise convey its interest in its tract(s) or to assign its rights hereunder to any successor in title and, upon the written assumption of such assigning party's obligation by the assignee, and the recording of such assumption, such assignor shall be relieved of its liability hereunder arising after, but not on or before, the date of such assignment and assumption.


11. Any provision in this entire agreement to the contrary notwithstanding, this Indenture shall be effective only upon the completion of the purchase by Bruno's of the Bruno's Tract from Developer, and in the event such purchase is not consummated and deed delivered to Bruno's for any reason whatever within six (6) months from the date hereof, then this entire Indenture shall be null and void and of no further force and effect, and each of the parties hereto shall be released and discharged of and from any liability to the other as herein set forth.


12. None of the provisions of this Indenture shall preclude any owner from contracting with others to perform any of such owner's obligations hereunder, but no such contract shall abrogate any such owner's responsibility to all of the owners as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused it to be executed in their

BOOK 52 PAGE 711

respective names and behalf and their seals to be hereunto
affixed, as of the day and year first above written.


Joe J. Joseph


Ernest A. Joseph

BRUNO'S, INC.

By: 
Its President

Ref: MLS/888830322

BOOK 52 PAGE 712

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe J. Joseph and Ernest A. Joseph, whose names are signed to the foregoing Indenture and who are known to me, acknowledged before me on this day that, being informed of the contents of said Indenture, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th day of September, 1983.

Margorie O. Dabbs
Notary Public
My Commision Expires: 1-25-85

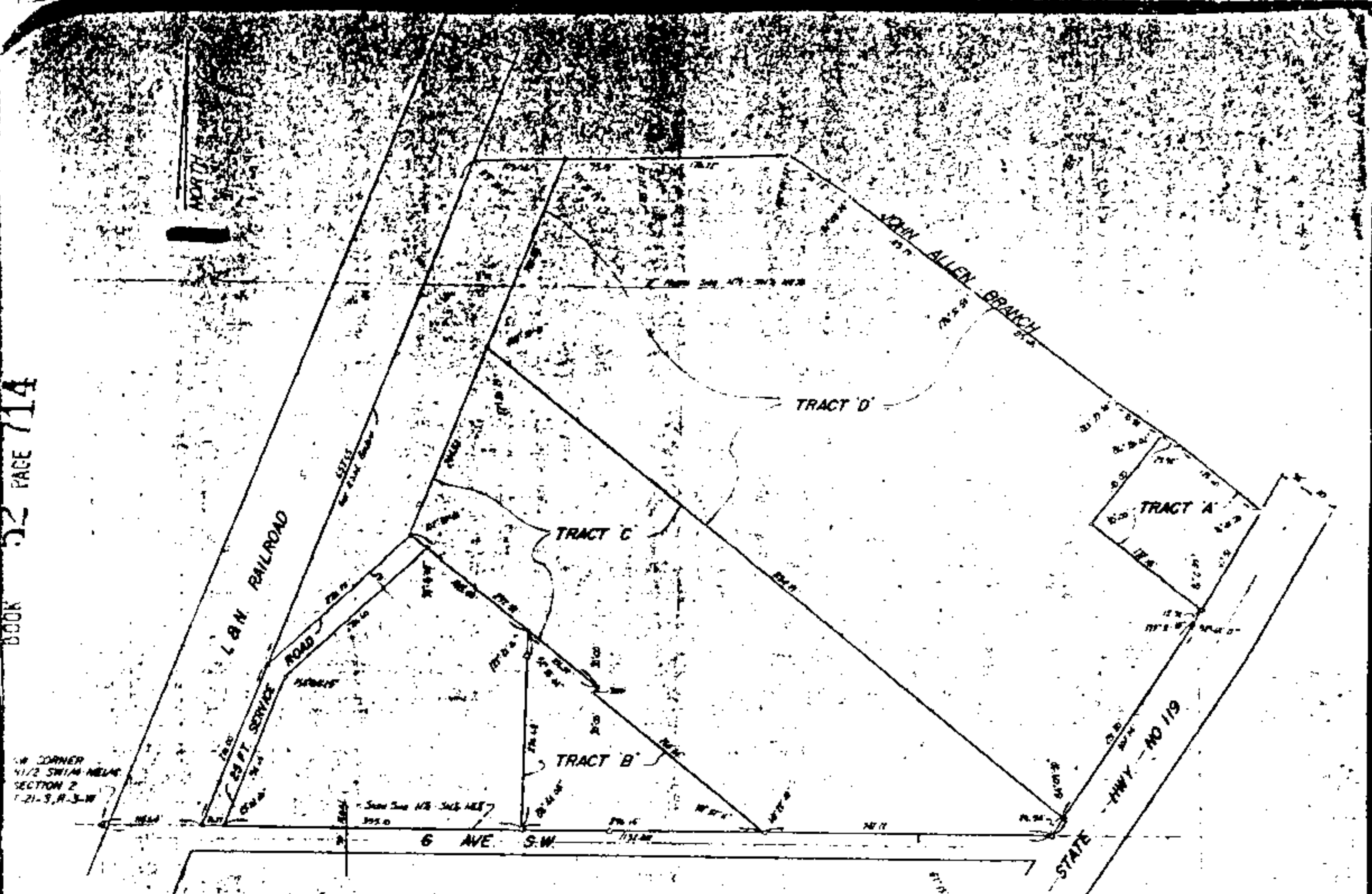
BOOK 52 PAGE 713

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Angelo Bruno, whose name as President of Bruno's, Inc., a corporation, is signed to the foregoing Indenture and who is known to me, acknowledged before me on this day that, being informed of the contents of said Indenture, 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 15th day of September, 1983.

[Signature]
Notary Public
My Commision Expires: 1-25-85



PROPOSED - TRACT PLAN
4/04/83

USUAL SHOPPING CENTER PARCEL, TRACT B - C. O. A. E. AND
25' RIGHT OF WAY EASEMENT

A portion of the N 1/2 of the S 1/2 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 2, T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 2, T-21-S, R-3-W and run easterly along the south side of the said N 1/2 for 118.64 ft. to the point of beginning. Then continue along the last described course for 26.77 ft., then turn an angle of 69 deg 02 min 20 sec to the left and run northeasterly for 194.65 ft., then turn an angle of 25 deg 55 min 35 sec to the right and run northeasterly for 226.60 ft., then turn an angle of 81 deg 43 min 55 sec to the right and run southeasterly for 160.32 ft., then turn an angle of 52 deg 08 min 44 sec to the right and run southerly for 236.60 ft., then turn an angle of 91 deg 15 min 55 sec to the left and run easterly for 602.37 ft., then turn an angle of 57 deg 13 min 15 sec to the left and run northeasterly for 307.74 ft., then turn an angle of 2 deg 48 min 21 sec to the left and run northeasterly for 12.92 ft., then turn an angle of 81 deg 21 min 05 sec to the left and run northwesterly for 122.18 ft., then turn an angle of 84 deg 06 min 10 to the right and run northeasterly for 140.00 ft., then turn an angle of 93 deg 35 min 52 sec to the left and run northwesterly for 21.52 ft., then turn an angle of 1 deg 38 min 53 sec to the right and run northwesterly for 215.68 ft., then turn an angle of 3 deg 27 min 06 sec to the left and run northwesterly for 185.79 ft., then turn an angle of 1 deg 00 min 24 sec to the right and run northwesterly for 90.27 ft., then turn an angle of 37 deg 08 min 03 sec to the left and run westerly for 178.72 ft., then turn an angle of 1 deg 34 min 05 sec to the left and run westerly for 93.19 ft., then turn an angle of 66 deg 11 min 41 sec to the left and run southwesterly for 480.27 ft., then turn an angle of 27 deg 55 min 36 sec to the right and run southwesterly for 226.72 ft., then turn an angle of 27 deg 55 min 36 sec to the left and run southwesterly for 210.00 ft. back to the point of beginning.

The above described parcel contains 13.126 Acres (511,777 sq ft.) and is subject to the easements, rights of ways and restrictions of record.

TRACT C:

A portion of the N 1/2 of the S 1/2 of the NE 1/4 of Section 2, T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 2, T-21-S, R-3-W and run easterly along the south side of the said N 1/2 for 118.64 ft., then turn an angle of 57 deg 13 min 19 sec to the left and run northeasterly for 307.74 ft., then turn an angle of 2 deg 48 min 21 sec to the left and run northeasterly for 12.92 ft. to the point of beginning. Then continue along the last described course for 147.51 ft., then turn an angle of 83 deg 18 min 17 sec to the left and run northwesterly for 126.60 ft., then turn an angle of 1 deg 42 min 10 sec to the left and run northwesterly for 21.52 ft., then turn an angle of 86 deg 20 min 07 sec to the left and run southwesterly for 140.00 ft., then turn an angle of 90 deg 00 min 10 to the left and run southeasterly for 122.18 ft. back to the point of beginning.

The above described parcel contains .570 Acres (23099 sq ft.) and is subject to the easements, rights of ways and restrictions of record.

TRACT B:

A portion of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 2, T-21-S, R-3-W described as follows:

EX

SCOPE OF

ITEM DESCRIPTION

OFF-SITE PAVING, ENTRIES, CURES,
ACCELERATOR LANES - DECELERATION
LANES

MAJOR PYLON SIGN, BRUNO APPROVES
FUTURE USERS, WHO REIMBURSE
BRUNO PRO-RATA COSTS

SEEDING, SODDING, LANDSCAPING
REQUIRED: PROPOSED PLANTING PLAN
BY REGISTERED HORTICULTURIST IN
VICINITY.

CURBS & FLUMES & TURNOUT RADII

LIGHTING-HIGH PRESSURE SODIUM
(HPS) 400 WATT, HEIGHT 40'
LUMINAIRES: TAA400-SSP-12 HITEK
POLES STSP 35-7.15-11-B2-DM W/
120-V RECEPTACLE, KW INDUSTRIES
PHOTO CELL. CONC. BASES 30" HIGH

ON-SITE BASE & PAVING, PHASE ONE

ON-SITE BASE & PAVING, FUTURE

ALL UTILITIES - FROM SOURCE
TO 5'-0" FROM BUILDING

PARKING - TRAFFIC STRIPPING

TRACT D:

A portion of the N 1/2 of the S 1/2 of the NE 1/4 of Section 2,
T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4
of Section 2, T-21-S, R-3-W and run easterly along the south side of
the said N 1/2 for 1337.88 ft., then turn an angle of 57 deg 13 min 19
sec to the left and run northeasterly for 26.54 ft., then turn an
angle of 2 deg 48 min 21 sec to the left and run northeasterly for
12.92 ft., then continue along the last
described course for 147.71 ft., then turn an angle of 83 deg 18 min
12 sec to the left and run northeasterly for 126.60 ft., then turn an
angle of 1 deg 42 min 10 sec to the left and run northeasterly for
21.02 ft., then turn an angle of 84 deg 09 min 30 sec to the left and
run northeasterly for 140.00 ft., then turn an angle of 90 deg 00 min
to the left and run southeasterly for 122.16 ft. back to the point of
beginning.

The above described parcel contains .550 acres (38,640 sq ft) and is
subject to the easements, rights of ways and restrictions of record.

TRACT E:

A portion of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 2,
T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4
of Section 2, T-21-S, R-3-W and run easterly along the south side of
the said N 1/2 for 500.51 ft., to the point of beginning. Then continue
along the last described course for 280.11 ft., then turn an angle of
141 deg 22 min 49 sec to the left and run northeasterly for 263.74
ft., then turn an angle of 90 deg 00 min to the right and run
northeasterly for 7.00 ft., then turn an angle of 90 deg 00 min to the
left and run northwesterly for 106.52 ft., then turn an angle of 127
deg 21 min 16 sec to the left and run southerly for 276.77 ft. back to
the point of beginning.

The above described parcel contains .775 acres (53,723 sq ft) and is
subject to the easements, rights of ways and restrictions of record.

TRACT F:

A portion of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 2,
T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4 of
Section 2, T-21-S, R-3-W and run easterly along the south side of the
said N 1/2 for 790.66 ft., to the point of beginning. Then continue
along the last described course for 341.22 ft., then turn an angle of
57 deg 13 min 19 sec to the left and run northeasterly for 26.54 ft.,
then turn an angle of 84 deg 09 min 30 sec to the left and run
northeasterly for 894.71 ft., then turn an angle of 107 deg 39 min 21
sec to the left and run southeasterly for 244.52 ft., then turn an
angle of 72 deg 20 min 29 sec to the left and run southeasterly for
292.51 ft., then turn an angle of 90 deg 00 min to the right and run
southeasterly for 7.00 ft., then turn an angle of 90 deg 00 min to the
left and run southeasterly for 263.34 ft. back to the point of
beginning.

The above described parcel contains 4.031 acres (277,576 sq ft) and
is subject to the easements, rights of ways and restrictions of
record.

TRACT G:

A portion of the N 1/2 of the S 1/2 of the NE 1/4 and then NW 1/4
of the NE 1/4 of Section 2, T-21-S, R-3-W described as follows:

Begin at the SW corner of the N 1/2 of the SW 1/4 of the NE 1/4 of
Section 2, T-21-S, R-3-W and run easterly along the south side of the
said N 1/2 for 1132.88 ft., then turn an angle of 57 deg 13 min 19 sec
to the left and run northeasterly for 26.54 ft., to the point of
beginning. Then continue along the last described course for 281.20
ft., then turn an angle of 2 deg 48 min 21 sec to the left and run
northeasterly for 12.92 ft., then turn an angle of 81 deg 21 min 09
sec to the left and run northwesterly for 172.18 ft., then turn an
angle of 90 deg 00 min to the right and run northeasterly for 140.00
ft., then turn an angle of 97 deg 19 min 53 sec to the left and run
northwesterly for 70.52 ft., then turn an angle of 3 deg 39 min 53 sec
to the right and run northwesterly for 215.68 ft., then turn an angle
of 3 deg 27 min 06 sec to the left and run northwesterly for 185.79
ft., then turn an angle of 1 deg 00 min 24 sec to the right and run
northwesterly for 90.27 ft., then turn an angle of 37 deg 09 min 03
sec to the left and run westerly for 176.72 ft., then turn an angle of
1 deg 32 min 05 sec to the left and run westerly for 93.19 ft., then
turn an angle of 66 deg 31 min 41 sec to the left and run
southwesterly for 250.85 ft., then turn an angle of 72 deg 20 min 29
sec to the left and run southeasterly for 894.71 ft. back to the point
of beginning.

The above described parcel contains 8.072 acres (551,667 sq ft) and
is subject to the easements, rights of ways and restrictions of
record.

25' RIGHT OF WAY EASEMENT

A portion of the S 1/2 of the SW 1/4 of the NE 1/4 of Section 2,
T-21-S, R-3-W described as follows:

Begin at the S.W. corner of the N 1/2 of the SW 1/4 of the NE 1/4
of Section 2, T-21-S, R-3-W and run easterly along the south side of
the said N 1/2 for 112.64 ft. to the point of beginning. Then continue
along the last described course for 26.77 ft., then turn an angle of
69 deg 02 min 20 sec to the left and run northeasterly for 194.65 ft.,
then turn an angle of 25 deg 55 min 35 sec to the right and run
northeasterly for 226.60 ft., then turn an angle of 98 deg 16 min 04
sec to the left and run northwesterly for 25.26 ft., then turn an angle
of 81 deg 43 min 56 sec to the left and run southwesterly for 228.72
ft., then turn an angle of 25 deg 55 min 35 sec to the left and run
southwesterly for 209.98 ft. back to the point of beginning.

The above described parcel contains .247 acres (10,749 sq ft) and
is subject to the easements, rights of ways and restrictions of record.

BOOK 52 PAGE 715

LEGEND - PAVING - LIGHTING

LIGHT POLE

FUT. LIGHT POLE

TRAFFIC ARROW

HEAVY DUTY ASPHALT
PHASE ONE

HEAVY DUTY ASPHALT
FUTURE

STOP SIGN
LOW LEVEL

no lights per pole

PARKING SPACES

TRACT A	NONE
TRACT B	21
TRACT C	236
TRACT D	
PHASE ONE	117
FUTURE	267

TOTAL 641

OPENING IN CURB THIS AREA
EXACT SIZE + LOC AS AGREED TO
BY DEV. + BRUNO

SERVICE ROAD 25' RIGHT OF WAY EASEMENT

NEW M.M.

SIGN BY
DEVELOPER

5875 S.F.
SMALL SP
FIN. FL. EL.



BOOK 52 PAGE 718

BOOK

FUTURE BRUNO'S EXPANSION (GRASSED)

BRUNO'S INC.
FIN. FL. EL. 467

9,000 S.F.
BIG B
DRUGS
FIN. FL. EL. 467

STRIP FIRE LANE

PHODS
467

PLANTER
HC

STANDARD DUTY ASPHALT

TRACT

TRACT-C

PLANTER
STOP

HC

PLANTER
STOP

HC

PLANTER
STOP

HC

75'-0"

CL2

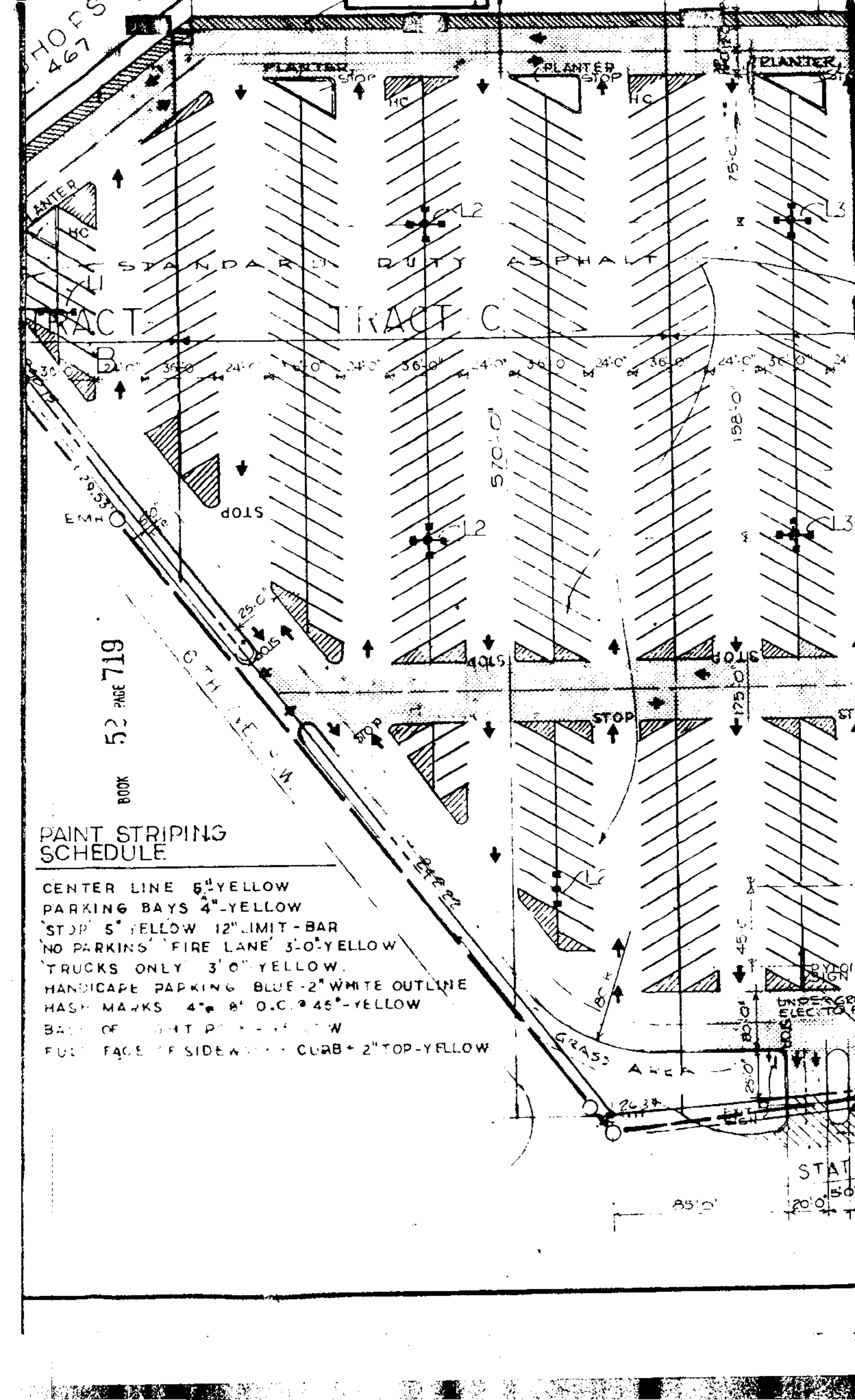
CL3

52 PAGE 719

BOOK

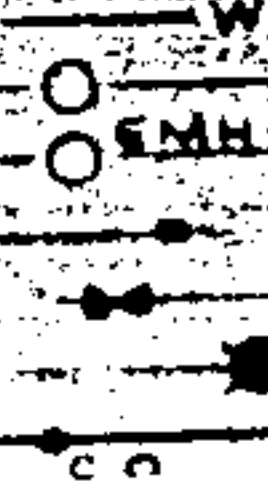
PAINT STRIPING SCHEDULE

CENTER LINE 6" YELLOW
 PARKING BAYS 4" YELLOW
 STOP 5" YELLOW 12" LIMIT-BAR
 NO PARKING FIRE LANE 3'-0" YELLOW
 TRUCKS ONLY 3'-0" YELLOW
 HANDICAP PARKING BLUE-2" WHITE OUTLINE
 HASH MARKS 4" 8' O.C. 45°-YELLOW
 BACK OF LIGHT POLE 1'-0" WHITE
 FULL FACE OF SIDEWALK CURB 2" TOP-YELLOW



BOOK 52 PAGE 720

SANITARY SEWER
WATER
MANHOLE
EXIST. MANHOLE
WATER METER
WATER VALVE
FIRE HYDRANT
SANITARY CLEANOUT



93.19'

TOP OF
INV. 46.4

50,000 S.F.
60,000 S.F. EXPANDED
CSEED FUTURE
UNIT DEPARTMENT
STORE
FIN. ELEV. 465.66

LIMIT PHASE ONE
CONSTRUCTION
EXCEPT UTILITIES

20' WIDE
ACCESS RD.

UTILITIES

STATE OF ALABAMA
REGISTERED ARCHITECT
1023

Samuel F. Donze & Associates
ARCHITECTS - INC.
BIRMINGHAM, ALABAMA

TER. ALABAMA

CONSTRUCTION
EXCEPT UTILITIES

20' WIDE
ACCESS RD.

HC

TRACT-D

PROPOSED FUTURE
SMALL SHOPS

FIN. FL. EL. 465.66

22,600 S.F.

EDGE OF PAVEMENT
PHASE ONE

ST FH RELOCATED
CITY

HC

BOOK 52 PAGE 721

(2) 25' OPNG THIS
AREA

TRACT-A

(2) 25' OPNG THIS
AREA

OUT PARCEL

SIGN BY
DEVELOPER

GRASS AREA

EDGE OF EXIST PAVEMENT

Rec 45.00
Ind 1.00
46.00

1983 SEP 20 AM 8:28
STATE OF ALA. SHELBY CO.
1 CORRECTION
THIS
FILED

SHEET TITLE:

SITE DEVELOPMENT
SOUTHBROOK VILLAGE
SHOPPING CENTER - ALABASTER ALABAMA

REVISIONS

DATE

7-22-8

SHEET

OF 7

OF