

STATE OF ALABAMA )  
COUNTY OF SHELBY )

1987

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and the execution of a purchase money mortgage and note in the amount of \$1,738,550.00, to the undersigned grantor, AMSOUTH BANK N.A., as Trustee under the Last Will and Testament of HARVEY G. WOODWARD, Deceased (for the benefit of the Alabama Educational Foundation) ("Grantor"), in hand paid by RIDOUT'S-BROWN-SERVICE INC. ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the real estate described on Exhibit A attached hereto, subject to the encumbrances set forth on Exhibit B attached hereto, together with all appurtenances thereto and improvements and fixtures thereon, and all of Grantor's right, title, and interest in and to any and all real property, roads, easements, streets, and ways bounding the said real property described in Exhibit A, and rights of ingress and egress thereto.

In further consideration of the conveyance by the Grantor of the Property, Grantee covenants and agrees with the Grantor that the Property will be held, transferred, sold, conveyed, used, and occupied subject to the following covenants, restrictions, servitudes, and easements:

1. Funeral Home. If a funeral home is constructed on the Property, the funeral home shall be constructed substantially in accordance with the minimum standards of quality, cost, aesthetic taste and structural integrity as are depicted in the architectural drawings dated September 3, 1985, entitled "Southern Heritage Funeral Home, Shelby County, Alabama," comprised of four pages, prepared by J. Stuart Todd Architects, Dallas, Texas. The foregoing shall not prevent Grantee from changing the architectural design of the funeral home, provided the new design is similar in appearance and of comparable size and quality.

This instrument was prepared by  
GUY V. MARTIN, JR.  
800 First National - Southern Natural Bldg.  
BIRMINGHAM, ALABAMA 35203

Please Return This Instrument To  
GUY V. MARTIN, JR.  
HASKELL SLAUGHTER YOUNG & LEONARD  
800 First National - Southern Natural Bldg.  
BIRMINGHAM, ALABAMA 35203

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2. Permitted Usages. The Property shall be used solely for cemetery and funeral home uses and for subsidiary and collateral purposes, excepting, however, that no crematory shall be located on the Property.

3. Buffer Zones.

(a) General. Buffer zones shall be reserved and restricted on the Property in the areas described below, for the purpose of providing an aesthetically pleasing view to draw eyesight towards the natural habitat in the buffer zones (except for the Southern Buffer Zone, with respect to which Grantee shall not be obligated to maintain natural habitat) and away from the usages lying behind the buffer zones on the Property.

(b) Southern Buffer Zone. A buffer zone (referred to as the "Southern Buffer Zone") twenty (20) feet in width shall be reserved and maintained, which shall commence at the easterly right-of-way of Interstate Highway 65, bounded on the southeastern side by the northwesterly right-of-way line of Cahaba Valley Road, and running along Cahaba Valley Road in a northeasterly direction to the mid-way point (measured along Cahaba Valley Road) of that portion of the eastern line of the Property lying adjacent to Cahaba Valley Road. The Southern Buffer Zone shall be landscaped and maintained with any landscaping devices as Grantee may select, so long as such devices provide an aesthetically pleasing view. There shall be in the "Transition Area" (as defined below) a gradual transition in the nature, quality, and appearance of the landscaping from the landscaping required in the Middle Buffer Zone (as defined below). The term "Transition Area" shall mean that portion of the Southern Buffer Zone commencing at the northeasternmost end thereof and extending southwesterly along Cahaba Valley Road for a distance of 480 feet.

(c) Middle Buffer Zone. A buffer zone (referred to as the "Middle Buffer Zone") twenty (20) feet in width shall be reserved and maintained, which shall commence at the northeastern end of the Southern Buffer Zone bounded on the southeast side by the northwesterly right-of-way line of Cahaba Valley Road, and continue along Cahaba Valley Road to the northeastern boundary of the Property with Cahaba Valley Road. Landscaping (consisting of trees and shrubs) shall be planted and maintained in the Middle Buffer Zone so that visibility from Cahaba

Valley Road into that portion of the Property lying behind the Middle Buffer Zone shall be held to a minimum, in accordance with sound landscaping architectural standards; and Grantee shall maintain and protect all such shrubs and trees on the Middle Buffer Zone, and replace any trees or shrubs that become diseased, damaged or dead.

(d) Northern Buffer Zone. A buffer zone ten (10) feet in width shall be reserved along the entire northern boundary of the Property from an easternmost point adjacent to the Middle Buffer Zone to a westernmost point adjacent to the Interstate 65 right-of-way. No tree four inches or more in diameter measured at a point two feet above the average height of the ground at the base, nor any shrub or dogwood tree of any size may be removed from the Northern Buffer Zone.

(e) Development Easement. In the event grading, road building, or other construction work is required in order to develop the Property for its permitted uses, the foregoing buffer zones may be graded, filled, leveled, or otherwise changed in accordance with sound civil engineering principles, provided, however, that upon completion of such grading and the like, the buffer zones will be restored to the condition substantially equivalent to their condition prior to grading, including but not being limited to the replanting of the same number of trees as existed prior to the grading.

(f) Utilities/Roadways. Grantee reserves the right to use, convey, and/or dedicate to the State of Alabama, Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over or under the aforesaid buffer zones, to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of utilities, and for ingress and egress from Cahaba Valley Road to the Property; except that no rights-of-way or easements on, over or under the Middle Buffer Zone shall be reserved or used for ingress or egress over such Middle Buffer Zone. Grantee reserves the further right to adjust the aforesaid buffer zones in the event (i) the right-of-way of Cahaba Valley Road is hereafter adjusted as a result of any eminent domain proceeding or (ii) any turn lanes requested by Grantee extend into the buffer zone, so long as the buffer zones remain in the widths and with the landscaping described above.

(g) Staged Development. Any affirmative obligations set forth herein with respect to any buffer zones shall not become effective until the lands behind the Southern and Middle Buffer Zones (measured perpendicularly from Cahaba Valley Road) are developed by Grantee. Provided, however, that all such affirmative obligations shall be performed with respect to that portion of the Southern or Middle Buffer Zone behind which lands are developed, prior to the development of such lands.

4. Right to Enforce. The provisions contained in this Deed shall bind and inure to the benefit of and be enforceable by the owner of the real property situated south of Cahaba Valley Road owned by Grantor (in Grantor's trust capacity as stated herein) and acquired under the said Last Will and Testament of Harvey G. Woodward, deceased, (the "Dominant Tenement"), and such owner's successors and assigns. No other person shall have the right to enforce these covenants other than such Owner, its successors and assigns, and no rights shall be deemed conferred by these covenants on the general public or by any person other than such owner and its successors and assigns.

5. Duration. The covenants, restrictions, reservations, servitudes and easements described hereinabove shall run with the land and shall bind, and inure to the benefit of, the successors and assigns of Grantee and the Grantor, and shall continue to be in full force and effect perpetually. Notwithstanding the foregoing, however, the covenants, restrictions, reservations, servitudes and easements described hereinabove shall terminate in the event:

(a) the Dominant Tenement ceases to be used for school purposes or more than fifty percent (50%) of the Dominant Tenement is used for commercial, apartments, industrial, office, or retail uses, or a combination of such uses; or (b) the Owner or owners of more than fifty percent (50%) of the Dominant Tenement shall record a document in the Probate Office of Shelby County, Alabama, revoking the above covenants, restrictions, reservations, servitudes, and easements.

6. Modification. This Deed may be amended by a writing signed by Grantee and by the Grantor, and by the respective successors and assigns, except, however, that if the Property or the Dominant Tenement becomes owned by more

than one owner, then the owner of 50% or more of whichever parcel is so fragmented in ownership shall have the right to modify this Deed on behalf of and in the stead of all owners of said parcel which is fragmented in ownership.

AmSouth Bank N.A. executes this instrument solely in its representative capacity and expressly limits its liability hereunder to the assets of the foregoing trust.

TO HAVE AND TO HOLD, To the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, by its Trust Officer, Donald A. Ferguson, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 1<sup>st</sup> day of April, 1986.

ATTEST:

AMSOUTH BANK N.A., TRUSTEE under the Last Will and Testament of HARVEY G. WOODWARD, Deceased (for the benefit of the Alabama Educational Foundation)

By: Donald A. Ferguson  
Donald A. Ferguson,  
Vice-President & Trust Officer

Judy Martin  
ASSISTANT VICE PRESIDENT & TRUST OFFICER

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald A. Ferguson, whose name as Trust Officer of AmSouth Bank N.A., Trustee under the Last Will and Testament of Harvey G. Woodward, Deceased (for the benefit of the Alabama Educational Foundation), is signed to the foregoing instrument 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 this the 1<sup>st</sup> day of April, 1986.

Judy Martin  
Notary Public

My Commission expires: 11-1



# EXHIBIT A

A tract of land situated in the Northwest 1/4 of Section 32, Township 19 South, Range 2 West and the East 1/2 of the Northeast 1/4 of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Begin at the Northwest corner of Section 32, Township 19 South, Range 2 West and run in an Easterly direction along the North line of said section a distance of 2216.89 feet to a point; thence 56 degrees 24 minutes 38 seconds to the right in a Southeasterly direction a distance of 219.90 feet to a point on the Northwesterly line of Cahaba Valley Road, said point being on a curve to the left having a central angle of 24 degrees 25 minutes 39 seconds and a radius of 2904.79 feet; thence 90 degrees 00 minutes to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Cahaba Valley Road and along the arc of said curve to the left a distance of 1238.43 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction and along the Northwesterly line of Cahaba Valley Road a distance of 295.60 feet to a point; thence 90 degrees 00 minutes to the right in a Northwesterly direction a distance of 0.35 feet to a point; thence 57 degrees 17 minutes 20 seconds to the left in a Southwesterly direction along the Northwesterly line of Cahaba Valley Road a distance of 114.74 feet to a point on a curve to the right, having a central angle of 8 degrees 41 minutes 08 seconds, and a radius of 3692.00 feet; thence 30 degrees 35 minutes 34 seconds to the left (angle measured to tangent) and along the arc of said curve to the right in a Southwesterly direction and along the Northwesterly line of Cahaba Valley Road a distance of 559.68 feet to the P.T. (point of tangent) of said curve; thence in the tangent of said curve in a Southwesterly direction along the Northwesterly line of Cahaba Valley Road a distance of 224.45 feet to a point; thence 2 degrees 47 minutes 47 seconds to the right in a Southwesterly direction and along the Northwesterly line of Cahaba Valley Road a distance of 524.56 feet to a point; thence 5 degrees 05 minutes 15 seconds to the right in a Southwesterly direction and along the Northwesterly line of Cahaba Valley Road a distance of 428.90 feet to a point, said point being the Southeastern corner of that certain property described in Real Record 002, Page 174, in the Probate Office of Shelby County, Alabama; thence 87 degrees 47 minutes to the right in a Northwesterly direction a distance of 94.21 feet along the Northeasterly side of that certain property described in Real Record 002, Page 174, in Probate Office of Shelby County, Alabama, to a point on the Easterly right-of-way line of Interstate Highway I-65, said point being the Northernmost point of the property described in Real Record 002, Page 174, in the Probate Office of Shelby County, Alabama.; thence 32 degrees 08 minutes to the right in a Northwesterly direction along the Easterly line of I-65 a distance of 755.59 feet to a point; thence 3 degrees 53 minutes 36 seconds to the left in a Northwesterly direction along the Easterly line of I-65 a distance of 402.77 feet to a point; thence 6 degrees 20 minutes 30 seconds to the right in a Northwesterly direction along the Easterly line of I-65 a distance of 400.68 feet to a point; thence 1 degree 26 minutes to the right in a Northwesterly direction along the Easterly line of I-65 a distance of 817.20 feet to a point; thence 2 degrees 57 minutes to the left in a Northwesterly direction along the Easterly line of I-65 a distance of 190.80 feet to a point; thence 99 degrees 31 minutes 30 seconds to the right in an Easterly direction along the North line of Section 31 a distance of 422.11 feet to the point of beginning.

According to the survey of Walter Schoel, Jr., Ala. Reg. No. 3092, dated March 11, 1985, revised January 2, 1986. Situated in Shelby County, Alabama.

EXHIBIT B

1. Taxes for 1986 and subsequent years.
2. Easement to Alabama Power Company as recorded in Deed Book 179, Page 346, in the Probate Office of Shelby County, Alabama.
3. Any common law or statutory rights of access to Interstate Highway Project I-65 relinquished by order of condemnation.

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STATE OF ALA. SHELBY CO. 1. Deed Tax \$ 500.00  
I CERTIFY THIS INSTRUMENT WAS FILED 2. Mtg. Tax \_\_\_\_\_  
1986 APR -2 PM 12: 26 3. Recording Fee 17.50  
4. Indexing Fee 1.00  
TOTAL 518.50  
*Thomas W. Henderson, Jr.*  
JUDGE OF PROBATE