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STATE OF ALABAMA)
SHELBY COUNTY)

**EASEMENT AND FOURTH AMENDMENT
TO RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, USX Corporation (formerly known as the United States Steel Corporation), did declare and adopt certain covenants and restrictions for the property known as and included in the survey of Cahaba River Park, a subdivision in the W 1/2 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama (hereinafter the "Property"), a map of which is recorded in Map Book 6, page 31 in the office of the Judge of Probate of Shelby County, Alabama (hereinafter the "Survey"), by the adoption of that certain Declaration of Covenants and Restrictions for Cahaba River Park which was recorded in said office in Misc. Book 9, page 513 and which was subsequently amended by that certain Amendment to Restrictive Covenants recorded in said office in Misc. Book 42, page 428, the Second Amendment to Restrictive Covenants recorded in said office in Book 52, Page 969, and, as to part of the property contained in said subdivision, those certain Restrictive Covenants recorded in said office in Book 52, page 340 (as so amended, "the Covenants and Restrictions"); and

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Land Title

WHEREAS, the undersigned, USX Corporation (formerly known as the United States Steel Corporation); Vulcan Materials Company (hereinafter "Vulcan"); Riverview, an Alabama general partnership; Riverview Partners, Ltd., an Alabama limited partnership (Riverview and Riverview Partners, Ltd. being hereinafter called together "Riverview"); and The Water Works and Sewer Board of the City of Birmingham are the owners of all of the Property (hereinafter the "Owners"); and

WHEREAS Riverview desires to develop part of the Property, being Lot 1 according to the Survey of Cahaba River Park, as recorded in the office of the Judge of Probate of Shelby County in Map Book 6, Page 31 (hereinafter "Lot 1"); Lot 2-A, according to the Resurvey of Lot 2, Cahaba River Park, as recorded in the office of the Judge of Probate of Shelby County in Map Book 8, page 80 (hereinafter "Lot 2-A"); and Lot 2-C, according to the Resurvey of Lot 2-B, Cahaba River Park being a resurvey of the amended map of the Resurvey of Lot 2 as recorded in the office of the Judge of Probate of Shelby County in Map Book 8, page 95 (hereinafter "Lot 2-C"), for certain uses not presently permitted under Paragraph 1, USE OF LOTS, as contained in the Covenants and Restrictions; and

WHEREAS, Riverview presently owns lots 2-A and 2-C, and proposes to acquire Lot 1 from Vulcan, its present owner, through exchange of property; and

WHEREAS, the Owners desire to amend the Covenants and Restrictions with regard to Lot 1, Lot 2-A, Lot 2-C, Lot 2-E, and Lot 2-F;

NOW, THEREFORE, the undersigned do hereby amend Paragraph 1, USE OF LOTS, as contained in the Covenants and Restrictions, to provide that Lot 1, Lot 2-A, Lot 2-C, Lot 2-E and Lot 2-F may be used for the following purposes, in addition to those uses now permitted:

- (a) a shopping center;
- (b) a new automobile sales facility together with any associated used car sales facilities and maintenance and repair facilities;
- (c) hotels and/or motels;
- (d) theatre or auditorium facilities excluding, however, outdoor theatres, amphitheaters or drive-in movie theatres;
- (e) a retail free standing facility;
- (f) a bowling center, with usual attendant uses including, among other possible uses, a food deli, restaurant and lounge; provided that, absent the written consent of the owner of Lot 1, (i) the real property upon which such an establishment is located must be in one contiguous and compact parcel and measure no more than six acres in area, and be adjacent to Riverview Road, (ii)

no part of such establishment, including but not limited to any part of a building or parking lot, shall be located within 500 feet of the nearest part of Lot 1, and (iii) there shall be no direct or indirect ingress and egress to and from such establishment other than direct ingress and egress to and from Riverview Road; provided, however, that the restriction set forth in clause (iii) shall not prevent indirect access to such an establishment by way of a parking lot or service roads (to the front or rear) which may be constructed for purposes of serving a shopping center on Lot 2-A, which parking lot or service roads will have their primary entrances and exits on Riverview Road but may also be accessible from Old U.S. Highway 280.

- (g) residential, either single family or multi-family uses;
- (h) if and when Riverview has acquired Lot 1 as described above, or in the alternative, to the extent Vulcan, in its sole discretion, may consent in writing, any commercial use permitted by the B-2 Zoning Ordinance of the City of Birmingham excepting therefrom the uses of farm implement display and sales room, frozen food lockers (excepting for the storage of frozen foods in conjunction with grocery store operations, food service and restaurant businesses), open-kennel hospital or clinic for animals, non-supervised self-storage structure, undertaking establishment or mortuary, medical or dental laboratory (excepting therefrom such laboratory which does not discharge any chemicals in the storm drainage system), dyeing and cleaning establishment or laundry, except for self contained unit (which does not discharge any chemicals in the storm drainage system), greenhouse having a retail outlet on the premises except for self contained unit (which does not discharge any chemicals in the storm drainage system), service station.
- (i) Notwithstanding the foregoing, no underground storage tank may be

installed or used for any purpose without the advance written consent of the Water Works and Sewer Board of the City of Birmingham.

- (j) Notwithstanding the foregoing, if the Water Works and Sewer Board of the City of Birmingham acquires any of Lot 2-C or Lot 2-F adjacent to Lot 2-E of the Property, no restrictions contained in the Covenants and Restrictions, as amended, shall prevent the Board from using such adjacent property for the purpose of a sewage treatment plant or ancillary uses, provided, however, that the plant's structures shall not be placed closer than 30 feet to the property line.

Further, the undersigned do hereby amend Paragraph 2, MINIMUM LOT SIZE, as contained in the Covenants and Restrictions, to provide that the minimum area of lots into which Lot 1, Lot 2-A, and Lot 2-C may be subdivided shall be three-fourths (3/4) acre.

Further, the undersigned do hereby delete Paragraphs 3, 4, 5, 9, and 10, in their entirety, with the provision that the location of the building(s), the size of the building(s), the plans and building materials (including specifications, architectural designs, grades, etc.), signs and off-street parking are all to be in accordance with the provisions of the Zoning Ordinance, Subdivision Requirements, and Building Code of the City of Birmingham; provided, however, this deletion shall not be effective and Paragraphs 3, 4, 5, 9, and 10 shall remain in full force and effect in

accordance with their terms, until such time as Riverview has acquired Lot 1 as described above, or in the alternative, upon the written waiver by Vulcan, in its sole discretion, of any part or all of Paragraphs 3, 4, 5, 9, and 10.

Further, the undersigned do hereby amend Paragraph 11, Easements, as contained in the Covenants and Restrictions, by renumbering the existing contents of Paragraph 11, as Paragraph 11(a), Easements, and by adding the following subparagraphs: 11(b), Drainage Requirements; 11(c), Related Easements; 11(d), Sewerage; and 11(e), Other Requirements. However, subparagraphs 11(b), 11(c), 11(d) and 11(e) shall not apply to Lot 1 unless Lot 1 is acquired by Riverview, its successors or assigns, or related persons or entities, including any entity (or any partner in any entity) owned, in whole or in part, by any principal, successor or assign of any partner in either Riverview, an Alabama general partnership or Riverview Partners, Ltd., an Alabama limited partnership (a "Riverview Successor"). It is not the intent of the undersigned that a party be deemed a Riverview Successor for purposes of the preceding sentence merely as a result of said party's ownership of Lot 2A or Lot 2C. Notwithstanding the foregoing, if Lot 1 is not acquired as described in the preceding sentence, but is developed

for a use or for a coverage of lot by buildings or other structures which, in the absence of this Easement and Third Amendment to Restrictive Covenants, would not be permitted by the Covenants and Restrictions, the owner of Lot 2-A shall nonetheless construct and install a sufficient drainage system, including stubbing of drainage pipe(s) to the property line separating Lot 1 and Lot 2-A, to provide for the disposal of all drainage and surface water runoff from Lot 1 in a manner consistent with subparagraph 11(b), and specifically including the subsection of subparagraph 11(b) entitled Covenant to Run with the Land. If Lot 1 is developed hereafter for a use which, in the absence of this Easement and Third Amendment to Restrictive Covenants, would not be permitted by the Covenants and Restrictions, the owner of Lot 1 shall cooperate in diverting drainage and surface water runoff from Lot 1 in such a fashion that it can be disposed of by said owner of Lot 2-A consistent with subparagraph 11(b). However, the foregoing shall not be construed as expanding or limiting any right which the Board might otherwise have, and the Board expressly reserves any such right to the extent that it has such right, to impose other or additional requirements as to soil sediment and erosion and drainage and runoff requirements on the owner of Lot 1 as a condition to the provision of increased water service to Lot 1.

Notwithstanding any other provision herein, in no event shall the provisions of subparagraph 11(e) apply to Lot 1 unless and until Lot 1 becomes a part of the City of Birmingham.

11(b) DRAINAGE REQUIREMENTS AND EASEMENT.

Approval of Plans. Before commencement of any site-work (including grading, clearing, or other disturbance of the soil) or improvements on Lot 1, Lot 2-A, or Lot 2-C, including the resurvey or subdivision thereof (hereinafter the "Riverview Property"), the owner (or Riverview, as to Lot 1) must submit to The Water Works and Sewer Board of the City of Birmingham (hereinafter the "Board") plans in form satisfactory to the Board which contain the certification of a professional civil engineer licensed to practice in the State of Alabama as follows:

That site-work and improvements constructed and maintained in accordance with the plans will insure that all surface water runoff on and from any of the Riverview Property will, during and following construction of the site-work or improvements, enter the Cahaba River at a point downstream from the Water

Works Diversion Dam located in the vicinity of the U.S. 280 Bridge which crosses the Cahaba River.

Plans submitted must receive the advance written approval of the Board before any site improvements are begun on the Riverview Property and before any off-site work is begun on the Board's property, which approval will not be unreasonably withheld. Response by the Board to plans submitted shall be made on a timely basis. The Board shall have 30 days within which to approve or deny plans submitted. Any comments, recommendations, revisions or denial of approval of a particular submission shall be given to Riverview in writing within 30 days. Upon resubmission by Riverview, the Board shall likewise have an additional 30 days to make comments, recommendations, revisions or deny approval. Any denial of approval shall be made with specificity.

As-Built Plans and Owner's Affidavit. Upon completion of the site-work or improvements, or upon the completion of the off-site improvements, the owner shall provide as-built plans of the site-work or improvements also certified by the engineer as complying as provided above, together with an affidavit of

the owner that the site-work or improvements have been constructed in accordance with the as-built plans.

Construction and Maintenance. The Owner shall construct and maintain all site-work and improvements on the Riverview Property so that all surface water runoff on and from any of the Riverview Property will, during and after construction of the site-work or improvements, enter the Cahaba River at a point downstream from the Water Works Diversion Dam located in the vicinity of the U.S. Highway 280 Bridge which crosses the Cahaba River.

Covenant to Run With the Land. The requirements of this subparagraph 11(b) shall be a covenant which runs with the land.

11(c) Related Easements. The Board, which is the owner of Lot 2-E in Cahaba River Park and also of certain property adjacent to the Cahaba River and in the vicinity of the Water Works Board Diversion Dam on the Cahaba River, hereby grants (subject to existing easements) to Riverview, its successors and assigns, an easement across said property of the Board which is situated adjacent to and southeast of the Cahaba River for the purpose of constructing and maintaining the drainage facilities necessary to meet

the requirements of subparagraph 11(b) hereof. The location of and surface area covered by said drainage facilities shall be subject to the prior written approval of the Board, which approval will not be unreasonably withheld. The owner of the Riverview Property hereby grants to the Board, its successors and assigns, an easement to enter the Riverview Property to monitor compliance with the requirements of subparagraph 11(b) hereof.

11(d) Sewerage. Sewerage from the Riverview Property shall be handled exclusively by sanitary sewer, provisions for which shall be subject to approval of the Board, which approval will not be unreasonably withheld.

11(e) Other Requirements. In addition to the requirements of this Easement and Third Amendment to Restrictive Covenants, the owner of the Riverview Property agrees to abide by requirements imposed by federal and state law or regulations and by laws or regulations of the City of Birmingham as those may be from time to time amended or revised.

11(f) Waiver by the Board. The Board, in its sole and absolute discretion, may waive any portion

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of the requirements of subparagraph 11(b), 11(c) and 11(d) hereof.

Except as expressly amended heretofore or hereby, the Covenants and Restrictions shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed for and in their name as of this 28th day of April, 1989.

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ATTEST:

USX CORPORATION

USR Realty Development Division

By: [Signature]

Its Asst. Sec.

By: [Signature]

Its Vice President and General Manager

ATTEST:

VULCAN MATERIALS COMPANY

By: [Signature]

Its Asst. Secretary

By: [Signature]

Its Executive Vice President

RIVERVIEW, an Alabama general partnership

By: MONCUS INVESTMENTS, an Alabama general partnership, one of its two general partners

By: [Signature]

One of Its General Partners

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By: HADLEY, CHURCH & COMPANY,
INC., one of its two
general partners

By: [Signature]
Its President

RIVERVIEW PARTNERS, LTD., an
Alabama Limited Partnership, By
RIVERVIEW, an Alabama General
Partnership, its General Partner

By: MONCUS INVESTMENTS, an Alabama
general partnership, one of
its two general partners

By: [Signature]
One of its General Partners

By: HADLEY, CHURCH & COMPANY,
INC., one of its two
general partners

By: [Signature]
Its President

THE WATER WORKS AND SEWER
BOARD OF THE CITY OF BIRMING-
HAM

ATTEST:

By: [Signature]
Its

By: [Signature]
Its

STATE OF PENNSYLVANIA)
ALLEGHENY COUNTY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that W.W. Kiser, whose name as VP & Gen. Mgr - USX Realty of USX Corporation, a corporation, 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 this instrument, 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 28th day of April, 1989.

Marylou R. Klus
Notary Public

My Commission Expires

NOTARIAL SEAL
MARYLOU R. KLUS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 18, 1991

Member, Pennsylvania Association of Notaries

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that William J. Hargison, whose name as Executive Vice President of Vulcan Materials Company, a corporation, 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 this instrument, 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 26th day of April, 1989.

Laneta A. Leaves
Notary Public

My Commission Expires: 9/30/90

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Claude McCain Moncus, whose name as a general partner of Moncus Investment, an Alabama general partnership, 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 this instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said Moncus Investments acting in its capacity as one of the two general partners of Riverview, an Alabama general partnership.

Given under my hand and official seal this
the 26 day of April, 1989.



Notary Public

My Commission Expires: 3/25/91

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Greg A. Church, whose name as President of Hadley, Church & Company, Inc., a corporation, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as one of the two general partners of Riverview, an Alabama general partnership.

Given under my hand and official seal this
the 26 day of April, 1989.


Notary Public

My Commission Expires: 3/25/91

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Claude McCain Moncus, whose name as general partner of Moncus Investments, an Alabama General Partnership, 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 this instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said general partners of Riverview, an Alabama General Partnership, and that Riverview, in turn, executed such instrument in its capacity as the general partner of Riverview Partners, Ltd., an Alabama General Partnership.

Given under my hand and official seal this
the 26 day of April, 1989.

Julia K. Thomas
Notary Public

My Commission Expires: 9/25/91

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Greg A. Church, whose name as President of Hadley, Church & Company, Inc. a corporation, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as one of the general partners of Riverview, an Alabama General Partnership, and that Riverview, in turn, executed such instrument in its capacity as the general partner of Riverview Partners, Ltd., an Alabama General Partnership.

Given under my hand and official seal this
the 26 day of April, 1989.

Julia K. Thomas
Notary Public

My Commission Expires: 9/25/91

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in and for said State and County hereby certify that David J. Vann whose name as Chairman of The Water Works and Sewer Board of the City of Birmingham, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

the 26th day of April, 1989. Given under my hand and official seal this

Linda J. Zupo
Notary Public

My Commission Expires: 4/29/90

04/20/89

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

89 DEC 21 PM 3:23

Thomas A. Johnson, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Int. Tax -----	\$	
3. Notary Fee -----	\$	42.50
4. -----	\$	3.00
5. -----	\$	
6. -----	\$	1.00
Total -----	\$	46.50

