

This Instrument Prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, AL 35203-2736

1998-33436

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration is entered into on the 20th day of August, 1998,
by and between Greensprings Associates, Inc., an Alabama corporation ("Greensprings") and
Birmingham Realty Company, an Alabama corporation ("Birmingham Realty").

WITNESSETH:

WHEREAS, simultaneously with the execution of this Declaration, Greensprings and
Birmingham Realty have exchanged certain parcels of real property; and

WHEREAS, Greensprings has acquired from Birmingham Realty that certain parcel
of real property (the "Birmingham Realty Parcel") located in Shelby County, Alabama, which is
more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Birmingham Realty has acquired from Greensprings that certain parcel
of real property (the "Greensprings Parcel") located in Shelby County, Alabama, which is more
particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Greensprings owns additional real property adjacent to the Birmingham
Realty Parcel, said additional real property and the Birmingham Realty Parcel being described on
the attached Exhibit C and referred to collectively herein as the "Greensprings Retained Property";
and

WHEREAS, Birmingham Realty owns additional real property adjacent to the
Greensprings Parcel, said additional real property and the Greensprings Parcel being described on
the attached Exhibit D and referred to collectively herein as the "Birmingham Realty Retained
Property"; and

08/26/1998-33436
04:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 CRH 52.00

ALABAMA Title

WHEREAS, Greensprings and Birmingham Realty have agreed to impose certain easements and restrictions upon the aforesaid parcels which shall be enforceable by both parties and their successors in interest to their respective parcels, said easements and restrictions being as more particularly set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars (\$10.00), the mutual covenants and conditions hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Greensprings and Birmingham Realty do hereby agree, covenant and declare as follows:

1. Restriction Upon the Greensprings Parcel. The Greensprings Parcel is presently improved with field lines which serve a portion of the Greensprings Retained Property upon which Greensprings operates a convenience store (the "Store"). Pursuant to that certain Declaration of Easements and Restrictions for Private Sewer System executed by Birmingham Realty and recorded simultaneously herewith, Birmingham Realty shall construct an on-site waste disposal system (the "Sewer System") on land which is adjacent to the Birmingham Realty Parcel and owned by Birmingham Realty. There shall be no alteration or use of the Greensprings Parcel which will in any manner interfere with waste disposal service to the Store until such time as the Sewer System has been constructed, is fully permitted by all applicable governmental authorities and is fully operational, and the Store has been connected to and is being fully served by the Sewer System. In the event that the Sewer System is not constructed, or fully permitted by all applicable governmental authorities, or made fully operational, or connected to and providing service to the Store, then any damage to the field lines located within the Greensprings Parcel caused by Birmingham Realty or its agents, representatives, contractors, employees, successors or assigns, shall be promptly repaired by and at the expense of Birmingham Realty.

2. Water Service. Water lines serving the Store presently extend across a portion of the Greensprings Parcel. Birmingham Realty will, at its expense, extend water service to the Store in accordance with plans and specifications and in such capacity as are reasonably approved by Greensprings, together with the granting of such easements as might be necessary or otherwise required by Greensprings for the maintenance of said water lines, prior to in any manner disrupting the present water service to the Store. The existing water lines which run across the Greensprings Parcel shall not in any manner be disconnected or disturbed until such time as the new water lines have been installed, in accordance with all applicable governmental rules and regulations, all easements necessary thereto have been secured in favor of Greensprings, and service to the Store is being provided pursuant through said new lines. The expense associated with connecting the Store to water service through the new lines shall be paid by Birmingham Realty.

3. Chesser Parkway. Birmingham Realty shall construct, at its expense, a road which will extend from U.S. Highway 280 across the Greensprings Parcel toward Chelsea ("Chesser Parkway"). The construction of Chesser Parkway shall be commenced by Birmingham Realty within One Hundred Twenty (120) days after the date of this Declaration, and said construction shall be

diligently pursued until the completion thereof in compliance with all applicable governmental laws, rules and regulations, including those promulgated and enforced by the Alabama Department of Transportation, Shelby County and the Town of Chelsea, as applicable, and to such existing standards as are necessary to the acceptance of Chesser Parkway by the applicable governmental authority for public maintenance.

4. Easement Across New Chelsea Road. Birmingham Realty does hereby grant, bargain, sell, and convey unto Greensprings, and its successors and assigns, a non-exclusive, perpetual easement for ingress, egress and utilities over, under and across that portion of Chesser Parkway which is more particularly described on the attached Exhibit E, until such time as same has been dedicated to and accepted for maintenance by the appropriate governmental authority. Until the acceptance of Chesser Parkway for maintenance by the appropriate governmental authority, same shall be maintained in good condition and repair, to public road maintenance standards, by and at the expense of Birmingham Realty and its successors and assigns.

5. Access Easements. Birmingham Realty shall construct two access roads (the "Access Easements") which will serve the Retained Greensprings Property and the Retained Birmingham Realty Property. The Access Easements are more particularly described on the attached Exhibit F. Birmingham Realty does hereby grant, bargain, sell, and convey unto Greensprings a non-exclusive easement for the benefit of Greensprings and its successors and assigns, over, under and across the Access Easements, for ingress and egress and underground utilities, to provide access from the Retained Greensprings Property to Chesser Parkway and to the parking area of the commercial center to be developed by Birmingham Realty, and to otherwise serve the Retained Greensprings Property and the Retained Birmingham Realty Property. The Access Easements shall be improved with driveways, at the joint and equal expense of the parties. The plans and specifications, contractor, budget, contract terms and provisions, and other agreements necessary to the construction of said improvements shall be subject to the approval of both Greensprings and Birmingham Realty, which approvals shall not be unreasonably withheld or delayed. Construction of said improvements shall be commenced and completed simultaneously with the construction of Chesser Parkway (but prior to any attention to the existing median cut in part of the Greensprings Parcel within Highway 280) and shall be diligently pursued until completion. Said plans and specifications shall include a driveway with a uniform pavement width of at least 30 feet from the intersection of the driveway with Chesser Parkway to its intersection with the Retained Greensprings Property. Subsequent to the completion of construction, all costs of maintaining and repairing the roadway within the Access Easements shall be divided evenly between Greensprings and Birmingham Realty or their respective successors and assigns.

6. Dedication of Chesser Parkway. Birmingham Realty agrees to offer to dedicate Chesser Parkway to the appropriate public authorities for public use and maintenance. Said dedication shall be subject to and in accordance with the following terms and provisions:

(a) Said offer of dedication will not occur until such time as Chesser Parkway and the Access Easements have been improved in accordance with the provisions of this

Declaration and have been opened for use by the general public. Such offer of dedication shall not include the Access Easements, which shall remain private.

(b) Birmingham Realty represents and warrants to Greensprings that (i) it has presented to the Alabama Department of Transportation (the "DOT") plans and specifications for the construction of the intersection of Chesser Parkway with U.S. Highway 280, as prepared by Walter Schoel Engineering Company, dated the 5th day of May, 1997, titled "Layout Plan Highway Permit Chelsea Shopping Center" consisting of eleven (11) pages (the "DOT Plans"), (ii) the DOT has issued a permit for the construction of said intersection; (iii) the DOT has not imposed or required any design criteria, changes or exceptions to the DOT Plans, (iv) said permit issued by the DOT allows the construction and use of said intersection in accordance with the DOT Plans; and (v) said permit applies only to the portion of Chesser Parkway which is within the right-of-way of U.S. Highway 280, and will not be affected by the construction of the Access Easements.

(c) Birmingham Realty represents and warrants to Greensprings that (i) it has presented to the Shelby County Engineer plans and specifications for Chesser Parkway, including the connection of the driveway to be constructed within the Access Easements, in accordance with those certain plans and specifications prepared by Walter Schoel Engineering Company, dated the 16th day of March, 1998, consisting of sheet No. S-C of 8, revised May 7, 1998, titled "Layout Plan"; sheet No. C5 of 9, revised May 7, 1998 and May 31, 1998, titled "Plan & Profile 0+00 to 15+00 Road 'A'"; and sheet No. C 6 of 9, revised May 7, 1998 and May 31, 1998, titled "Plan and Profile End Road 'A' and County Rd. 47" (the "County Plans"), for review by the Shelby County Engineer in anticipation of the dedication of Chesser Parkway to Shelby County for public use and maintenance; and (ii) the Shelby County Engineer has not in any manner suggested, imposed or required alterations, additions or deletions to the County Plans, and, in particular, there has been no indication in any manner by the Shelby County Engineer or anyone in the office of said engineer or in the employ of Shelby County, which would require a median within Chesser Parkway or which would impose any limitations upon the full and unrestricted access between Chesser Parkway and the Access Easements, including full service left and right turns.

(d) With respect to access to the Greensprings Retained Property from US Highway 280 or Chesser Parkway, Birmingham Realty agrees (i) to keep Greensprings fully informed of all communications to, from and among Birmingham Realty, the DOT, the Shelby County Engineer, the contractors constructing the improvements within Chesser Parkway and the Access Easements, or any one or more of them; (ii) to provide copies of any written correspondence, changes in plans and specifications, or other documentation in connection therewith, to Greensprings; and (iii) that neither Birmingham Realty nor any of its agents, representatives, engineers, contractors or employees will make any alterations to the DOT Plans or the County Plans, or in any manner suggest or propose any such alterations, without the prior written consent of Greensprings. Birmingham Realty and Greensprings have agreed that the width of the pavement within that portion of the Access Easements which extends from Chesser Parkway to the boundary of the Greensprings Retained Property shall be increased to thirty (30) feet.

(e) Birmingham Realty agrees that, in the process of offering to dedicate Chesser Parkway to the appropriate public authorities for public use and maintenance, Birmingham Realty will not include in its offer of dedication any conditions, limitations or requirements of any

kind or nature that are not presently included within the DOT Plans or the County Plans, including any limitations upon the full, unrestricted access between Chesser Parkway and the Access Easements, and any restriction to right turns only in and out of the Access Easements.

7. Existing Highway 280 Accesses. The Retained Greensprings Property is presently served by two driveways which connect directly to U.S. Highway 280. Birmingham Realty agrees that the construction of Chesser Parkway, the Access Easements, or any other improvements to be constructed pursuant to this Declaration or in connection with the commercial center to be constructed by Birmingham Realty on the Retained Birmingham Realty Property, shall not in any manner disrupt, disturb, block or impede access to the Retained Greensprings Property through the said two driveways onto U. S. Highway 280 or the use or function thereof.

8. Traffic Signal. Conditioned upon Alabama Department of Transportation (the "D.O.T.") approval, Birmingham Realty shall install, at its expense, a full service traffic signal at the intersection of Chesser Parkway and U.S. Highway 280. Upon the completion of the installation of said signal and upon same becoming fully operational, Greensprings shall reimburse to Birmingham Realty the expense incurred by Birmingham Realty in the construction and installation of said signal up to but not in excess of the sum of Ten Thousand and No/100 Dollars (\$10,000.00). Birmingham Realty will diligently pursue the D.O.T. approvals and will commence and complete the installation of said signal as quickly as reasonably possible.

9. Grading and Site Preparation. All grading and site preparation to be performed by Birmingham Realty on or about the subject real properties or any portion thereof shall be performed in a good and workmanlike manner and in such manner as will create smooth, contoured grades between the subject real properties, with proper surface water drainage, and in such manner as will protect the adjacent lands owned by Greensprings from erosion or other such surface water drainage problems and in full compliance with all applicable governmental laws, rules and regulations.

10. Greensprings Cooperation. Greensprings hereby agrees to cooperate with Birmingham Realty in its efforts to obtain permits, licenses or other such approvals from applicable governmental authorities, as may be necessary to the construction of Chesser Parkway, the Access Easements, the subject water lines, the Sewer System, and other improvements to be constructed on the Greensprings Parcel; provided, that Greensprings shall not be obligated to incur any expense or liability in connection therewith.

11. No Business Interruption. The development activity to be pursued by Birmingham Realty as contemplated by this Declaration shall not in any manner interrupt, disturb or affect the operation of business by Greensprings upon the premises improved with the Store.

12. Subdivision. The parties agree to cooperate in any resubdivision of the subject parcels that may be necessary as the result of the exchange of properties reflected in this Declaration. All expense incurred in connection with any such subdivision shall be shared equally by the parties.

13. No Warranty. Each of the parties hereto accepts its respective parcel in its as is condition and without warranty with respect to the condition thereof. Birmingham Realty acknowledges that the Greensprings Parcel is presently improved with septic tank field lines and agrees that the disconnection and removal thereof shall be accomplished in full compliance with all applicable health, environmental and other governmental laws, rules and regulations.

14. Restrictive Covenants on the Retained Greensprings Property by Greensprings. Greensprings hereby restricts the Retained Greensprings Property as follows:

a. For a period of twenty (20) years from the date of this Declaration, no building shall be constructed on the Retained Greensprings Property to a height of greater than twenty-two (22) feet. This restriction shall not include signage or the height of any mechanical systems which might be located on the roof of any such building. This restriction shall terminate upon the expiration of said period of twenty (20) years.

b. For a period of ten (10) years from the date of Declaration, the Retained Greensprings Property may not be used or occupied as a dry cleaner, pharmacy or video store. This restriction shall not prohibit the sale of pharmaceutical items by Greensprings or any lessee, successor or assign of Greensprings, within any convenience store presently or subsequently operated on the Retained Greensprings Property. This restriction shall terminate upon the expiration of said period of ten (10) years.

15. Restrictive Covenants on the Birmingham Realty Retained Property by Birmingham Realty. Birmingham Realty plans the development of a shopping center on the Birmingham Realty Retained Property. Birmingham Realty does hereby restrict the Birmingham Realty Retained Property and any other real property that Birmingham Realty or any entity in which Birmingham Realty has any interest or control, might subsequently develop, acquire, own, control or lease, within one thousand (1,000) feet of the Retained Greensprings Property, as follows:

a. For a period of ten (10) years after the date of this Declaration, said properties shall not be used or occupied for the sale or dispensing of gasoline or any other such motor fuels. This restriction shall terminate upon the expiration of said period of ten (10) years.

16. Restrictive Covenants on the Greensprings Parcel by Birmingham Realty. Birmingham Realty does hereby restrict the Greensprings Parcel as follows:

a. The Greensprings Parcel shall not be used or occupied for the sale or dispensing of gasoline or other motor fuels, nor for the sale of any alcoholic beverages for off-premises consumption. This restriction may be enforced by Greensprings and any successor in

interest to Greensprings with respect to the title to the Retained Greensprings Property, and shall run with and bind the land forever.

17. Notices. Any notices to be given pursuant to this Declaration shall be deemed received on the date of the hand delivery of same or the date of the deposit of same in the United States Mail, by certified mail, with postage prepaid, and addressed as follows:

WHEN TO GREENSPRINGS:

Greensprings Associates, Inc.
c/o Shop-A-Snak Food Mart, Inc.
833 Greensprings Highway
Birmingham, AL 35209
Attention: E. J. Marino, Jr.

WHEN TO BIRMINGHAM REALTY:

Birmingham Realty Company
2118 1st Avenue North
Birmingham, AL 35203
Attention: Steve House

Either party may change its address by written notice to the other party in the manner set forth above.


18. Specific Performance. Birmingham Realty acknowledges and agrees that each of its obligations as set forth in this Declaration shall be subject to the remedy of specific performance by and on behalf of Greensprings. Without limiting the effect and application of the provisions of the foregoing sentence, Greensprings shall have the right, at its election, to pursue the remedy of specific performance against Birmingham Realty in the event that Birmingham Realty should fail, for any reason, to comply with its obligations with respect to the construction and maintenance of Chesser Parkway as more particularly set forth in paragraph 3 of this Declaration.

19. Binding Effect. The covenants, easements and restrictions set forth in this Declaration shall bind and run with the land forever and may be enforceable by Greensprings and Birmingham Realty or any one or more of their successors in interest to all or any portion of the subject properties.

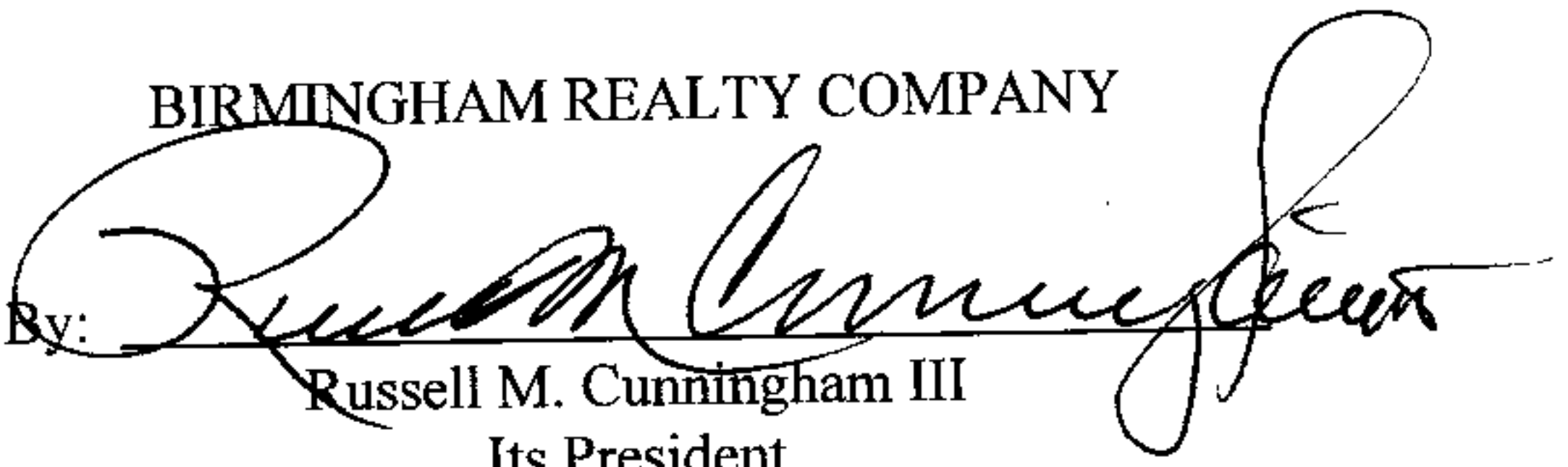
20. Enforcement. In the event that any party entitled to enforce the provisions of this Declaration should file legal proceedings for the enforcement thereof, then the prevailing party shall be entitled to recover, against any party found to be in violation of the provisions of this Declaration, its attorneys fees incurred in said litigation.

Executed by the undersigned effective the same date as first above written.

GREENSPRINGS ASSOCIATES, INC.

By: 
E. J. Marino, Jr.
Its Vice President

BIRMINGHAM REALTY COMPANY

By: 
Russell M. Cunningham III
Its President

STATE OF ALABAMA

)

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. J. Marino, Jr., whose name as Vice President of Greensprings Associates, Inc., an Alabama 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 said 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 20th day of August, 1998.

Edna Canell

Notary Public

[NOTARIAL SEAL]

My commission expires: 5/16/2002

STATE OF ALABAMA

)

JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Russell M. Cunningham III, whose name as President of Birmingham Realty Company, an Alabama 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 said 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 19th day of August, 1998.

Phyllis H. H. H.

Notary Public

[NOTARIAL SEAL]

My commission expires: 9-19-98

**EXHIBIT A TO DECLARATION OF
EASEMENTS AND RESTRICTIONS**

(Legal Description of the Birmingham Realty Parcel)

A parcel of land situated in the northeast quarter of the southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of the southeast quarter of the southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a northeasterly direction a distance of 117.46 feet to a point; thence $67^{\circ}45'50''$ to the right in a southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 568.78 feet to a point on the southerly right-of-way of U.S. Highway #280; thence $90^{\circ}26'05''$ to the right in a southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence $24^{\circ}53'$ to the right in a northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence $103^{\circ}34'46''$ to the right in a southeasterly direction a distance of 153.75 feet to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 108.85 feet to the point of beginning; thence $38^{\circ}41'58''$ to the left in a northeasterly direction a distance of 101.53 feet to a point; thence $128^{\circ}41'58''$ to the right in a southeasterly direction a distance of 63.48 feet to a point; thence $90^{\circ}00'$ to the right in a southwesterly direction a distance of 79.24 feet to the point of beginning.

**EXHIBIT B TO DECLARATION OF
EASEMENTS AND RESTRICTIONS**

(Legal Description of the Greensprings Parcel)

A parcel of land situated in the northeast quarter of the southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of the southeast quarter of the southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a northeasterly direction a distance of 117.46 feet to a point; thence $67^{\circ}45'50''$ to the right in a southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 568.78 feet to a point on the southerly right-of-way line of U.S. Highway #280; thence $90^{\circ}26'05''$ to the right in a southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 104.94 feet along said right-of-way line to the point of beginning; thence continue along the last described course a distance of 105.06 feet to a point; thence $24^{\circ}53'$ to the right in a northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence $103^{\circ}34'46''$ to the right in a southeasterly direction a distance of 153.75 feet to a point; thence $90^{\circ}00'$ to the left in a northeasterly direction a distance of 108.85 feet to a point; thence $141^{\circ}18'02''$ to the right in a southwesterly direction a distance of 231.03 feet to a point; thence $90^{\circ}00'04''$ to the right in a northwesterly direction a distance of 252.79 feet to the point of beginning.

**EXHIBIT C TO DECLARATION OF
EASEMENTS AND RESTRICTIONS**
(Legal Description of the Greensprings Retained Property)

A parcel of land situated in the N.E.1/4 of the S.W.1/4 and the N.W.1/4 of the S.E.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E.1/4 of the S.W.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 588.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence 24°53' to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to the POINT OF BEGINNING; thence continue along the last described course and along the Southerly right-of-way line of U.S. Highway #280 a distance of 44.48 feet to a point; thence 13°57'46" to the right in a Northeasterly direction along said right-of-way line a distance of 268.33 feet to a point; thence 140°55'02" to the right (leaving said right-of-way line) in a Southwesterly direction a distance of 259.74 feet to a point; thence 38°41'58" to the right in a Southwesterly direction a distance of 108.85 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 153.75 feet to the POINT OF BEGINNING.

Containing 34,229.89 square feet or 0.7858 acres.

desc848

Parcel V (Parcel being transferred to Greensprings Associates, Inc.)

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence $67^{\circ}45'50''$ to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence $90^{\circ}26'05''$ to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence $24^{\circ}53'$ to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence $103^{\circ}34'46''$ to the right in a Southeasterly direction a distance of 153.75 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 108.85 feet to the POINT OF BEGINNING; thence $38^{\circ}41'58''$ to the left in a Northeasterly direction a distance of 101.53 feet to a point; thence $128^{\circ}41'58''$ to the right in a Southeasterly direction a distance of 63.48 feet to a point; thence $90^{\circ}00'$ to the right in a Southwesterly direction a distance of 79.24 feet to the POINT OF BEGINNING.

Containing 2,515.08 square feet or 0.06 acre.

desc844

EXHIBIT D TO DECLARATION OF EASEMENTS AND RESTRICTIONS

(Legal Description of the Birmingham Realty Retained Property)

CHELSEA CORNERS

Parcel I (Instrument #1996/11737)

A parcel of land situated in the East 1/2 of the S.W. 1/4 and the West 1/2 of the S.E. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run North along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a Northeasterly direction a distance of 117.455 feet to a point; thence $67^{\circ}45'50''$ to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 568.7775 feet to a point; thence $90^{\circ}26'05''$ to the right in a Southeasterly direction a distance of 38.22 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 104.94 feet to a point; thence $89^{\circ}00'15''$ to the right in a Southeasterly direction a distance of 97.095 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 154.31 feet to a point; thence $89^{\circ}59'35''$ to the left in a Northeasterly direction a distance of 490.77 feet to a point on the Southeasterly right-of-way line of U.S. Highway #280; thence $39^{\circ}04'58''$ to the right in a Northeasterly direction along said highway right-of-way a distance of 59.66 feet to a point; thence $89^{\circ}51'10''$ to the right in a Southeasterly direction a distance of 768.13 feet to a point; thence $90^{\circ}00'$ to the right in a ~~North~~ westerly direction a distance of 411.32 feet to a point; thence $90^{\circ}00'$ to the right in a Southwesterly direction a distance of 105.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 20.00 feet and a central angle of $90^{\circ}00'$; thence Northwesterly, Westerly and Southwesterly direction along the arc of said curve a distance of 31.42 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 285.11 feet to a point; thence $98^{\circ}39'02''$ to the right in a Northerly direction a distance of 31.79 feet to the P.C. (point of curve) of a curve to the right having a radius of 960.00 feet and a central angle of $24^{\circ}24'46''$; thence Northerly and Northeasterly along the arc of said curve a distance of 409.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 52.62 feet to the POINT OF BEGINNING.

Parcel II (Instrument #1996/11737)

A parcel of land situated in the East 1/2 of the S.W. 1/4 and the West 1/2 of the S.E. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run North along the West line of said 1/4-1/4 section a distance of 516.3176 feet to the POINT OF BEGINNING; thence continue on the last described course a distance of 531.5619 feet to a point; thence $66^{\circ}52'40''$ to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a Northeasterly direction a distance of 117.455 feet to a point; thence $67^{\circ}45'50''$ to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 568.7775 feet to a point; thence $90^{\circ}26'05''$ to the right in a Southeasterly direction a distance of 38.22 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 104.94 feet to a point; thence $89^{\circ}00'15''$ to the right in a Southeasterly direction a distance of 97.095 feet to a point; thence $72^{\circ}00'20''$ to the right in a Southwesterly direction a distance of 52.62 feet to the P.C. (point of curve) of a curve to the left having a radius of 960.00 feet and a central angle of $24^{\circ}24'46''$; thence Southwesterly and Southerly along the arc of said curve a distance of 409.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 31.79 feet to a point; thence $98^{\circ}39'02''$ to the left in a Northeasterly direction a distance of 285.11 feet to the P.C. (point of curve) of a curve to the right having a radius of 20.00 feet and a central angle of $90^{\circ}00'$; thence in a Northeasterly, Easterly and Southeasterly direction along the arc of said curve a distance of 31.42 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 105.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 411.32 feet to a point; thence $90^{\circ}00'$ to the right in a Southeasterly direction a distance of 236.13 feet to a point on the Northwestern right-of-way line of Shelby County Road #47; thence $60^{\circ}59'27''$ to the right in a Southwesterly direction along the said right-of-way line a distance of 721.50 feet to a point; thence $2^{\circ}38'35''$ to the left in a Southwesterly direction along said right-of-way line a distance of 54.45 feet to a point; thence $6^{\circ}41'09''$ to the left in a Southwesterly direction along said right-of-way line a distance of 57.51 feet to a point; thence $8^{\circ}00'57''$ to the left in a Southwesterly direction along said right-of-way line a distance of 57.21 feet to a point; thence $9^{\circ}18'56''$ to the left in a Southwesterly direction along said right-of-way line a distance of 59.94 feet to a point; thence $8^{\circ}26'08''$ to the left in a Southwesterly direction along said right-of-way line a distance of 57.34 feet to a point; thence $8^{\circ}36'58''$ to the left in a Southerly direction along said right-of-way line a distance of 57.285 feet to a point; thence $9^{\circ}17'$ to the left in a Southerly direction along said right-of-way line a distance of 56.14 feet to a point; thence $7^{\circ}55'39''$ to the left in a Southerly direction along said right-of-way line a distance of 61.38 feet to a point on the South line of Section 27, Township 19 South, Range 1 West; thence $98^{\circ}35'$ to the right in a Westerly direction a distance of 340.5889 feet to a point on the Easterly right-of-way line of the Seaboard Coastline Railroad; thence $41^{\circ}30'$ to the right in a Northwesternly direction along said railroad right-of-way line a distance of 778.9436 feet to the POINT OF BEGINNING.

Parcel III (Instrument #1997/20433)

A part of the N.E. 1/4 of S.W. 1/4 and a part of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, more particularly described as follows: Begin at the intersection of the South right-of-way line of the new 4 lane Florida Short Route Highway and the West line of the Old Harpersville dirt road in the N.E. 1/4 of S.W. 1/4 of Section 27, Township 19 South, Range 1 West and run in a Westerly direction along the South right-of-way line of the new 4 lane Florida Short Route Highway to its intersection with the West line of the N.E. 1/4 of S.W. 1/4 of said Section 27, which is known as the East line of Nivens property; thence run in a Southerly direction along the West line of E. 1/2 of the S.W. 1/4 of said Section 27, to its intersection with the Westerly line of said Old Harpersville dirt road; thence in a Northeasterly direction along the Westerly line of said Old Harpersville dirt road to the POINT OF BEGINNING, begin situated in Shelby County, Alabama.

A portion of the above described property is also known as Lot 2, according to plat of Chesser Survey, a commercial subdivision, as recorded in Map Book 10, Page 1 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT, Lot 1, according to the plat of Chesser Survey, a commercial subdivision, as recorded in Map Book 10, Page 1 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Parcel IV (Parcel being acquired from Greensprings Associates, Inc.)

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 104.94 feet along said right-of-way line to the POINT OF BEGINNING; thence continue along the last described course a distance of 105.06 feet to a point; thence 24°53' to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence 103°34'46" to the right in a Southeasterly direction a distance of 153.75 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 108.85 feet to a point; thence 141°18'02" to the right in a Southwesterly direction a distance of 231.03 feet to a point; thence 90°00'04" to the right in a Northwesterly direction a distance of 252.79 feet to the POINT OF BEGINNING.

Containing 47,315.85 square feet or 1.09 acres.

EXHIBIT E TO DECLARATION OF EASEMENTS AND RESTRICTIONS

(Legal Description of Chesser Parkway Easement)

ACCESS EASEMENT (PROPOSED CHESSER PARKWAY)

LEGAL DESCRIPTION

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence $67^{\circ}45'50''$ to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence $90^{\circ}26'05''$ to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 104.94 feet along said right-of-way line to the POINT OF BEGINNING; thence continue along the last described course and along the Southerly right-of-way line of U.S. Highway #280 a distance of 105.06 feet to a point; thence $24^{\circ}53'$ to the right in a Northeasterly direction along said right-of-way line a distance of 72.77 feet to a point, said point being the POINT OF INTERSECTION of the Southerly right-of-way line of U.S. Highway #280 with the Easterly line of proposed Chesser Parkway, said point also being a point on a curve to the right having a radius of 355.00 feet and a central angle of $22^{\circ}21'54''$; thence $112^{\circ}58'53''$ to the right (angle measured to tangent) in a Southerly direction along the Easterly line of proposed Chesser Parkway and along the arc of said curve a distance of 138.57 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along the Easterly line of proposed Chesser Parkway a distance of 55.78 feet to a point; thence $109^{\circ}32'05''$ to the right in a Northwesterly direction a distance of 120.31 feet to the POINT OF BEGINNING.

**EXHIBIT F TO DECLARATION OF
EASEMENTS AND RESTRICTIONS**

(Legal Description of the Access Easements)

**INGRESS AND EGRESS EASEMENT
SHOP-A-SNAK SITE**

LEGAL DESCRIPTION

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence 24°53' to the right in a Northeasterly direction along said right-of-way line a distance of 72.77 feet to a point, said point being the POINT OF INTERSECTION of the Southerly right-of-way line of U.S. Highway #280 with the Easterly line of proposed Chesser Parkway, said point also being a point on a curve to the right having a radius of 355.00 feet and a central angle of 3°06'13"; thence 112°58'53" to the right (angle measured to tangent) in a Southerly direction along the Easterly line of proposed Chesser Parkway and along the arc of said curve a distance of 19.23 feet to the POINT OF BEGINNING; thence 105°42'05" to the left (angle measured to tangent) in a Northeasterly direction a distance of 80.28 feet to a point; thence 93°11'45" to the right in a Southeasterly direction a distance of 166.94 feet to a point; thence 90°14'04" to the right in a Southwesterly direction a distance of 32.70 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 127.40 feet to a point; thence 90°17'29" to the left in a Southwesterly direction a distance of 57.64 feet to a point, said point being a point on the Easterly line of Proposed Chesser Parkway, said point also being a point on a curve to the left having a radius of 355.00 feet and a central angle of 5°51'40"; thence 108°25'24" to the right (angle measured to tangent) in a Northeasterly direction along the Easterly line of Proposed Chesser Parkway and along the arc of said curve a distance of 36.32 feet to the POINT OF BEGINNING.

11-1-1998
08/26/1998-38436
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SHELBY COUNTY JUDGE OF PROBATE
DIB CRH 52.00

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