


Prepared by and after recording return to:
Kane, Russell, Coleman & Logan, P.C.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Attention: David N. Condon


20030731000493780 Pg 1/11 44.00
Shelby Cnty Judge of Probate, AL
07/31/2003 11:24:00 FILED/CERTIFIED

RELEASE AND TERMINATION OF DECLARATION OF PROTECTIVE COVENANTS FOR THE MEADOWS BUSINESS CENTER

This **RELEASE AND TERMINATION OF DECLARATION OF PROTECTIVE COVENANTS FOR THE MEADOWS BUSINESS CENTER** (this "Termination"), is made as of this 30th day of July, 2003 (the "Effective Date"), by and among **DANTRACT, INC.**, an Alabama corporation ("Declarant"), having an address of c/o Charles W. Daniel, 820 Shades Creek Parkway, Birmingham, Alabama 35209-4533, as owner, **WOMAN'S MISSIONARY UNION, AUXILIARY TO SOUTHERN BAPTIST CONVENTION**, an Alabama non-profit corporation ("Woman's Missionary"), having an address of 100 Missionary Ridge, Birmingham, Alabama 35242, as owner, **CHAMPIONS II, LLC**, an Alabama limited liability company ("Champions"), having an address of 2200 Woodcrest Place, Suite 210, Birmingham, Alabama 35209, as owner, **BROOK HIGHLAND HIGHWAY, L.L.C.**, a Delaware limited liability company ("Brook Highland"), having an address of c/o Faison & Associates, 121 West Trade Street, Charlotte, North Carolina 28202-5399, as owner, **THE CHILDREN'S HOSPITAL OF ALABAMA**, an Alabama non-profit corporation ("Children's Hospital"), having an address of 1600 Seventh Avenue South, Birmingham, Alabama 35233, as owner, and **SHELBY COUNTY ECONOMIC & INDUSTRIAL DEVELOPMENT AUTHORITY**, a public authority organized under the laws of the State of Alabama ("SCEIDA"), having an address of 1000 County Services Drive, Pelham, Alabama 35124, as owner, and **L.M. BERRY AND COMPANY**, a Georgia corporation ("L.M. Berry"), having an address of 3170 Kettering Blvd., Dayton, Ohio 45439-1975, as tenant of the property owned by SCEIDA.

Preliminary Statements

The following preliminary statements are made a material part of this Termination for all purposes:

A. Declarant and Piranta Enterprises, Inc., an Alabama corporation, subjected certain real property located in Shelby County, Alabama to the terms and conditions of that certain Declaration of Protective Covenants for The Meadows - Business Center (the "Original Declaration"), dated August 31, 1982, recorded in Book 46, Page 718, Probate Office of Shelby County, Alabama, which originally encumbered the property described in **Exhibit "A"** attached to this Termination for all purposes, as amended by that certain First Supplemental to Declaration of Protective Covenants for The Meadows - Business Center (the "First Supplemental Declaration"), dated June 13, 1983, recorded in Book 51, Page 109, Probate Office of Shelby County, Alabama, as further amended by that certain Second Supplemental to Declaration of Protective Covenants for The Meadows -

Business Center (the "Second Supplemental Declaration"), dated February 25, 1985, recorded in Book 019, Page 413, Probate Office of Shelby County, Alabama, and as further amended by that certain Agreement (the "Release Agreement"), dated August 31, 1990, recorded in Book 309, Page 317 of the Probate Records of Shelby County, Alabama (the Release Agreement amends the Original Declaration, as amended by the First Supplemental Declaration and the Second Supplemental Declaration, notwithstanding the fact that the statement of purposes therein provides for the recording of a Third Supplemental Declaration of Protective Covenants, which was never recorded, to further evidence the release of approximately 73 acres of land originally subject to and encumbered by the Original Declaration). All of the property described in, subject to and encumbered by the Original Declaration, and remaining subject to and encumbered by the Original Declaration after the amendments thereto by the First Supplemental Declaration, the Second Supplemental Declaration and the Release Agreement, is collectively referred to as the "Remaining Property."

B. Declarant, Woman's Missionary, Champions, Brook Highland, Children's Hospital and SCEIDA are now all of the current owners of the Remaining Property which is described in, subject to and encumbered by the Declaration. L.M. Berry is the leasehold tenant occupying the property owned by SCEIDA.

C. Declarant, Woman's Missionary, Champions, Brook Highland, Children's Hospital, and SCEIDA, as owners, and L.M. Berry, as tenant, desire to fully, finally and forever release all of the easements, covenants and restrictions of the Declaration and to terminate the Declaration for all purposes.

D. Capitalized terms as used herein shall have the same meanings as defined in the Declaration.

Agreements

NOW, THEREFORE, in consideration of the premises and covenants contained in this Termination, the parties declare as follows:

1. Release and Termination. From and after the Effective Date of this Termination, all of the easements, covenants and restrictions set forth in the Declaration are hereby fully, finally and forever released and terminated and the Declaration itself is terminated for all purposes and shall be of no further force and effect and shall cease to affect the Property in any way.

2. Effect of this Termination. This Termination and the terms and provisions hereof shall inure to the benefit of and be binding upon the Released Property and each owner thereof and each party to this Termination and their respective successors and assigns.

3. Governing Law. This Termination and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Alabama.

4. Headings. The paragraph headings in this Termination are for convenience only, shall in no way define or limit the scope or content of this Termination and shall not be considered in any construction or interpretation of this Termination or any part hereof.

5. Recordation. This Termination shall be recorded in the Real Property Records of Shelby County, Alabama.

6. Representations and Warranties. Each party to this Termination hereby represents and warrants to each of the other parties that such party has the requisite power and authority to enter into this Termination in connection with, and only in connection with, that certain property owned respectively by each party as described herein; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Termination; that the signatories executing this Termination on behalf of each party has been duly authorized and empowered to execute this Termination on behalf of said party, respectively; and that this Termination is valid and shall be binding upon and enforceable against each party and their respective successors and assigns and shall inure to the benefit of each party and their respective successors and assigns.

7. Counterparts. This Termination may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

8. Entire Agreement. This Termination contains the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Termination has been or is relied upon by any party.

IN WITNESS WHEREOF, this Amendment has been executed by Declarant effective as of the date first set forth above.

Declarant:

DANTRACT, INC.,
an Alabama corporation

By: Charles W. Daniel
Name: Charles W. DANIEL
Title: President

STATE OF Alabama §
COUNTY OF Jefferson §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Charles W. Daniel the President of **DANTRACT, INC.**, an Alabama corporation, freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April, 2003.

Tammy Lee Elder
Notary Public

Tammy Lee Elder
Typed, printed or stamped name of Notary Public

My Commission Expires: 8/27/05

Woman's Missionary:

**WOMAN'S MISSIONARY UNION, AUXILIARY
TO SOUTHERN BAPTIST CONVENTION,**
an Alabama non-profit corporation

By: Wanda S. Lee
Name: Wanda S. Lee
Title: Executive Director-Treasurer

STATE OF Alabama §
COUNTY OF Shelby §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Wanda S. Lee, the Executive Director-Treasurer of **WOMAN'S MISSIONARY UNION, AUXILIARY TO SOUTHERN BAPTIST CONVENTION**, an Alabama non-profit corporation, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of may, 2002.

Gail Shelby
Notary Public

Gail Shelby
Typed, printed or stamped name of Notary
Public

My Commission Expires: 1/26/2005

Champions:

CHAMPIONS II, LLC,
an Alabama limited liability company

By: H. Michael Graham
Name: H. Michael Graham
Title: Member

STATE OF AL §
COUNTY OF Jefferson §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by H. Michael Graham, the M of **CHAMPIONS II, LLC**, an Alabama limited liability company, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

April WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April, 2002.

Billie J. McAnally
Notary Public
Billie J. McAnally
Typed, printed or stamped name of Notary Public

My Commission Expires: 05/21/2005

Brook Highland:

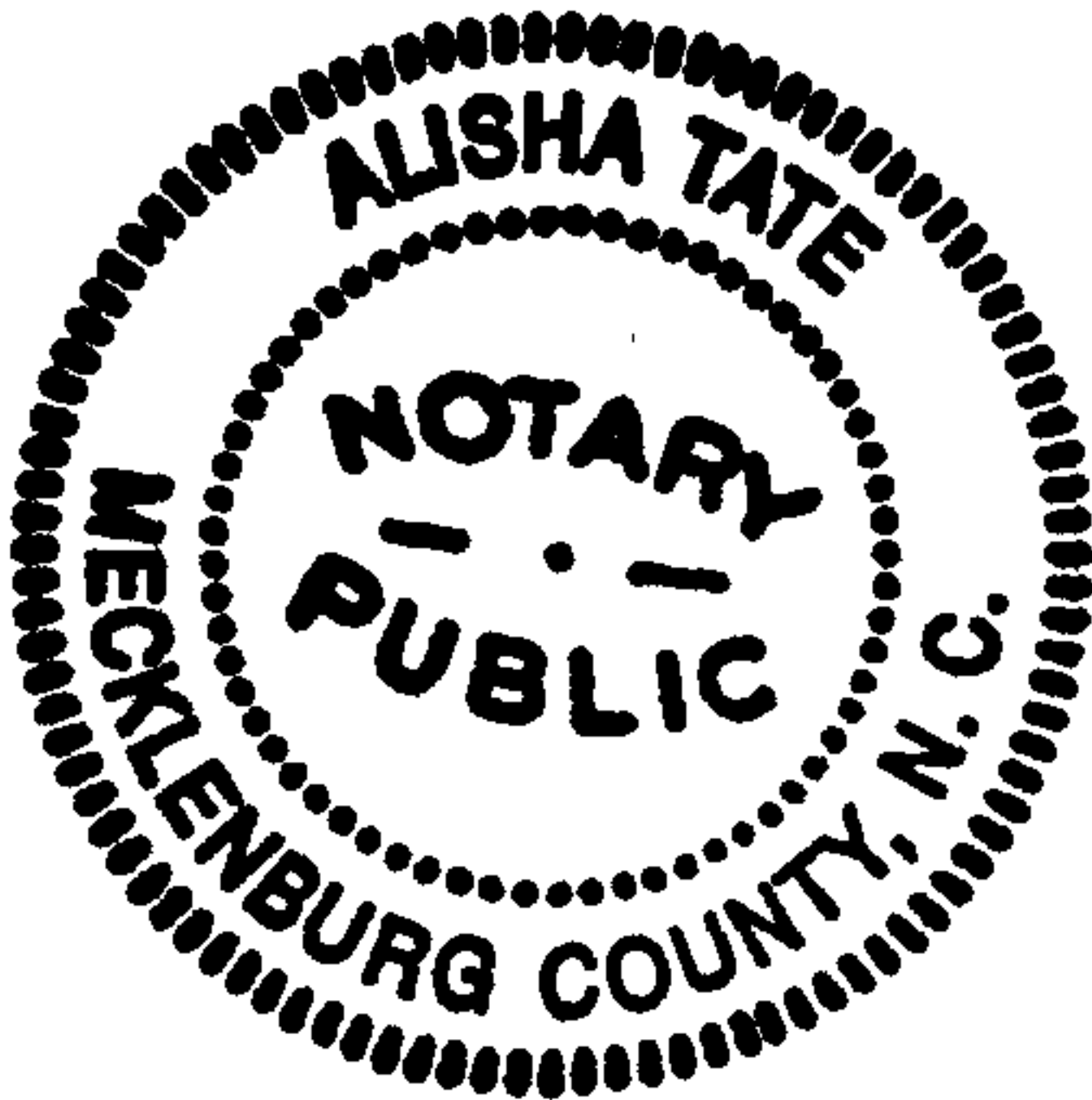
BROOK HIGHLAND HIGHWAY, LLC,
a Delaware limited liability company

By: [Signature]
Name: John B. Detwiler
Title: VP

STATE OF North Carolina §
COUNTY OF Mecklenburg §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John B. Detwiler, the Vice President of **BROOK HIGHLAND HIGHWAY, LLC**, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of September, 2002.



Alisha Tate
Notary Public

Alisha Tate
Typed, printed or stamped name of Notary Public

My Commission Expires: 6-23-03

Children's Hospital:

CHILDREN'S HOSPITAL OF ALABAMA,
an Alabama non-profit corporation

By: David Kinsaul
Name: DAVID KINSAUL
Title: COO

STATE OF Alabama §
COUNTY OF Blount §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by DAVID KINSAUL, the COO of **CHILDREN'S HOSPITAL OF ALABAMA**, an Alabama non-profit corporation, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of May, 2002.

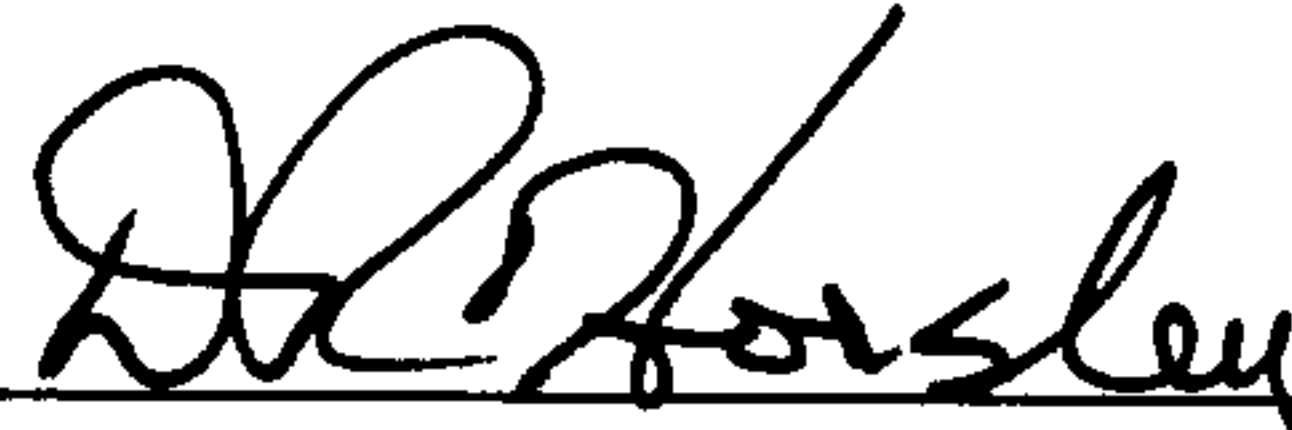
Leslie M. Jacobs
Notary Public

Leslie M. Jacobs
Typed, printed or stamped name of Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 27, 2004

SCEIDA:

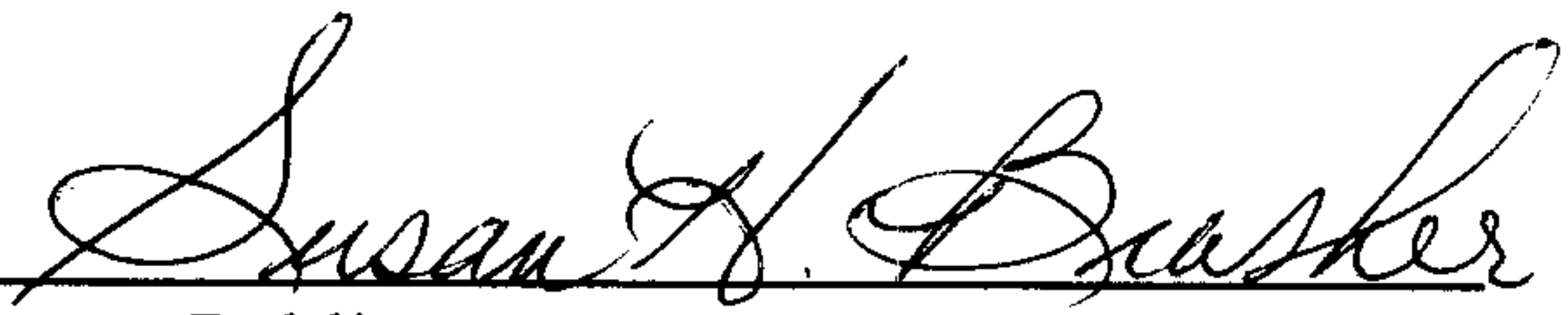
**SHELBY COUNTY ECONOMIC &
INDUSTRIAL DEVELOPMENT AUTHORITY,**
a public authority organized under the laws of the
State of Alabama

By: 
Name: Don R. Horsley
Title: Chairman

STATE OF Alabama §
 §
COUNTY OF Shelby §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Don R. Horsley, the Chairman of **SHELBY COUNTY ECONOMIC & INDUSTRIAL DEVELOPMENT AUTHORITY**, a public authority organized under the laws of the State of Alabama, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 2002.


Notary Public

Susan H. Brasher
Typed, printed or stamped name of Notary
Public

My Commission Expires: October 31, 2005

L.M. Berry:

L.M. BERRY AND COMPANY,
a Georgia corporation

By: [Signature]
Name: PETER A. LUONGO
Title: PRESIDENT

STATE OF OHIO §
COUNTY OF MONTGOMERY §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by P. A. Luongo, the President/CEO of **L.M. BERRY AND COMPANY**, a Georgia corporation, freely and voluntarily under authority duly vested in him by said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of April, 2002.

[Signature]
Notary Public
Joseph S. Armanini
Typed, printed or stamped name of Notary Public

My Commission Expires: _____

JOSEPH S. ARMANINI, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

Exhibit "A"

Property Covered by the Original Declaration

All that part of the following described property North of Highway 280 and West of Shelby County Road 495, described as follows:

SW 1/4 of SW 1/4, SE 1/4 of SW 1/4, SW 1/4 of SE 1/4, NW 1/4 of SE 1/4, NE 1/4 of SW 1/4, and the NE 1/4 of SW 1/4, less and except the North 165 feet of said quarter-quarter of section.

Section 31, Township 18 S, Range 1 West, Shelby County, Alabama.