



STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS AND GRANT OF EASEMENTS
(WHITE STONE SHOPPING CENTER)**

THIS DECLARATION of Restrictions, Covenants and Conditions and Grant of Easements is made as of the 14th day of Nov, 2003, by Alabaster Retail Property, L.L.C., an Alabama limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the Shopping Center Tract, hereafter defined, and is also the owner of the Outparcels, hereafter defined, (the Shopping Center Tract and the Outparcels constituting the "Property," as hereafter defined, being located in Shelby County, Alabama); and

WHEREAS, Declarant is also the owner of the Future Development Areas, as hereinafter defined, being located adjacent to the Property; and

WHEREAS, Declarant desires that the Property and the Future Development Areas be developed as a commercial shopping center substantially as depicted on the Site Plan; and, in connection with such development, Declarant desires to establish certain restrictions, covenants, conditions, and easements for the common development, operation, management, and use of the Property and the Future Development Areas.

NOW, THEREFORE, for and in consideration of the benefits accruing to the Declarant, and to the respective properties, Declarant hereby submits and subjects the Property and the Future Development Areas to the restrictions, covenants, conditions, and easements hereinafter set forth.

**ARTICLE 1
DEFINITIONS AND MEANINGS**

In addition to any other terms that are defined in this Declaration, the following capitalized terms shall have the following meanings:

- 1.1 "Building Area" shall mean the limited areas of each Tract within which buildings (which for this purpose of this document shall include any appurtenant canopies, supports, loading docks, truck ramps, and other outward extensions, as well as attached trash compactors and utility transformers) may be constructed, placed, or located.
- 1.2 "Common Area" shall mean all areas within the exterior boundaries of the Property and Future Development Areas and the areas of any appurtenant easements which are for the general and non-exclusive use, convenience, and benefit of any Owner or Occupant of any building located on the Shopping Center Tract, Outparcel(s) or Future Development Areas, as the case may be,

including, but not limited to, roadways, driveways, loading areas (exclusive of loading docks and truck ramps), islands, parking areas, entrances and exits, access drives (including paving, striping, and curbs and gutters), sidewalks, landscaping, lighting, Shopping Center Signs, Outparcel Signs, directional or traffic signs, and surface water detention or retention and drainage facilities; provided, however, Common Area shall not include developed Building Areas, the Publix Service Area or the Publix Sidewalk Area, the drive-through lanes, playland areas, trash corrals or similar trash or garbage enclosures, signage and other improvements serving the facilities constructed on each of the Outparcels and Future Development Areas.

1.3 "Declarant" shall mean Alabaster Retail Property, L.L.C., an Alabama limited liability company, whose address is 3500 Eastern Boulevard, Montgomery, Alabama 36116.

1.4 "Declaration" shall mean this Declaration of Restrictions, Covenants and Conditions and Grant of Easements.

1.5 "Future Development Area" or "Future Development Areas" shall mean, individually or collectively, as the case may be, Future Development Area #1 and Future Development Area #2.

1.6 "Future Development Area #1" shall mean that tract or parcel of land designated and depicted on the Site Plan as "Outlot 9," containing 2.186 acres, more or less, and being more particularly described on Exhibit "C-1" attached hereto and by reference thereto incorporated herein.

1.7 "Future Development Area #2" shall mean that tract or parcel of land designated and depicted on the Site Plan as "Outlot 8," containing 1.706 acres, more or less, and being more particularly described on Exhibit "C-1" attached hereto and by reference thereto incorporated herein.

1.8 "Leasable Floor Area" shall mean floor area calculated in square feet located in or appurtenant to buildings constructed or to be constructed on a Tract, which Leasable Floor Area shall include, without limitation: the ground floor area within said buildings; enclosed vestibules; exclusive passageways; basements; storage areas; enclosed permanent mezzanines; outdoor garden shops or sales areas; exclusive enclosed loading areas, and such other areas as Declarant may from time to time designate; provided, however, until the Publix Lease has terminated and is of no further force or effect, or is otherwise amended, the Leasable Floor Area of the Publix Premises shall be deemed to be 44,271 square feet.

1.9 "Occupant" shall mean any Owner or tenant, subtenant, assignee, concessionaire, or licensee who, from time to time, is entitled to use or occupy all or any portion of a Tract under an ownership right or any lease, sublease, assignment, concession, license, or other similar agreement.

1.10 "Outparcels 1, 2, 3, 4, 5, and 6", respectively, shall mean those tracts or parcels of land depicted and so designated as Outlots 1, 2, 3, 4, 5 and 6, respectively, on the Site Plan, each of which is more particularly described in Exhibit "C" attached hereto and by reference thereto incorporated herein.

1.11 "Outparcel" or "Outparcels" shall mean, individually or collectively, as the case may

be, Outlots 1, 2, 3, 4, 5 and 6 as shown on the Site Plan.

1.12 "Outparcel Sign" and "Outparcel Signs" shall mean, individually and collectively, as the case may be, pylon or monument signs identifying the Owner and/or Occupant of the Outparcel which are located on the Outparcels.

1.13 "Owner" or "Owners" shall mean, individually or collectively, as the case may be, any person or entity owning from time to time fee simple title to all or any portion of a Tract, including without limitation, Declarant. The immediately preceding sentence notwithstanding, the Owner of the Shopping Center Tract shall mean the person or entity owning from time to time fee simple title to that portion of the Shopping Center Tract containing the Publix Premises. If more than one person or entity owns fee simple title to any Tract, they, collectively, shall be deemed the "Owner" of such Tract.

1.14 "Property" shall mean the Shopping Center Tract and all of the Outparcels.

1.15 "Publix" shall mean Publix Alabama, LLC, an Alabama limited liability company.

1.16 "Publix Lease" shall mean that certain Lease Agreement between Publix and Declarant dated January 17, 2003, a memorandum of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20030210000081140, as the same may now or hereafter be modified and amended, in respect to the Publix Premises.

1.17 "Paragraph 19.07 Area" shall mean that portion of the Common Area of the Shopping Center Tract which is contiguous with the Publix Sidewalk Area, which Paragraph 19.07 Area is identified as such and substantially depicted and so designated on the Site Plan.

1.18 "Publix Premises" shall mean the Publix Storeroom, the Publix Sidewalk Area, and the Publix Service Area, collectively, which Publix Premises is identified as such and substantially depicted and so designated on the Site Plan.

1.19 "Publix Service Area" shall mean that portion of the Publix Premises lying outside of but adjacent to the Publix Storeroom, within which is located certain improvements including, without limitation, emergency walkways (to the extent exclusively serving the Publix Storeroom), loading docks, truck pits or ramps, scissor lifts, trash compactor, transformer, and utility meters serving the Publix Storeroom, which Publix Service Area is substantially depicted and designated "Service Area" on the Site Plan.

1.20 "Publix Sidewalk Area" shall mean that portion of the Publix Premises consisting of the entire sidewalk lying directly in front of the Publix Storeroom (but excluding any vestibule appurtenant to the Publix Storeroom) and extending from the outside face of the front wall of the Publix Storeroom to and including the face of the curb abutting the sidewalk and extending the full width of the Publix Storeroom, which Publix Sidewalk Area is substantially depicted and designated "Sidewalk Area" on the Site Plan.

1.21 "Publix Storeroom" shall mean that portion of the Publix Premises consisting of the building, including appurtenant vestibules, containing approximately 44,271 square feet of interior ground floor area, which is substantially depicted and designated "Storeroom" on the Site Plan.

1.22 "Service Drive" shall mean that portion of the Common Area consisting of (i) the entrances and exits between the Shopping Center Tract and adjoining publicly dedicated rights-of-way, and (ii) the driveway areas extending from said entrances and exits to the Publix Service Area, which Service Drive is substantially depicted and so designated on the Site Plan.

1.23 "Shopping Center" shall mean the Shopping Center Tract together with those buildings and Common Area improvements from time to time on the Shopping Center Tract substantially as depicted on the Site Plan.

1.24 "Shopping Center Sign" and "Shopping Center Signs" shall mean, individually and collectively, as the case may be, the monument or pylon sign(s) identifying the Shopping Center and the Owner and/or certain Occupants thereof, to be located on the Shopping Center Tract at the location(s) depicted on the Site Plan.

1.25 "Shopping Center Tract" shall mean the lands described in Exhibit "B" attached hereto and by reference thereto incorporated herein (meaning the Property, excluding the Outparcels).

1.26 "Site Plan" shall mean that certain Site Plan attached hereto as Exhibit "A" and by reference thereto incorporated herein. Except as may be otherwise provided in this Declaration, the Site Plan is intended to be for identification purposes only.

1.27 "Tract" or "Tracts" shall mean, individually or collectively, as the case may be, the Shopping Center Tract, each of the Outparcels and each Future Development Area.

1.28 "Underground Stormwater Detention Chamber" shall mean that certain area beneath the surface of the Common Area of the Shopping Center Tract that is designed to hold stormwater runoff from the Tracts and Future Development Area #2.

1.29 "Utility Lines" shall mean, collectively, the Common Utility Lines and Private Utility Lines which are defined as follows:

1.29.1 "Common Utility Lines" shall mean those facilities and systems for the transmission of utility services, drainage of sanitary sewage, and drainage and storage of surface water which are installed to provide the applicable service on and to the Tracts or to the Common Area, exclusive of the Building Area; and

1.29.2 "Private Utility Lines" shall mean those facilities and systems for the transmission of utility services and drainage of sanitary sewage which are installed to provide the applicable service exclusively to the Building Area on each respective Tract. For purposes of this Declaration, a Utility Line extending between a Common Utility Line and a building shall be

considered a Private Utility Line.

ARTICLE 2
SCOPE; TERM; RIGHTS OF GENERAL PUBLIC
AND OCCUPANTS; RIGHTS OF PUBLIX

2.1 Scope. The within restrictions, covenants, conditions, and easements are essentially necessary for the use and benefit of the Property and the Future Development Areas, and all portions thereof, and are for commercial and economic benefit of the Owners of the Tracts and, subject to the provisions of Paragraph 2.4 hereof, their Occupants. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Property or the Future Development Areas, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Declaration shall run with the title to the particular Tracts involved and shall benefit or bind the Owners and Occupants thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Any Owner shall be bound by this Declaration only as to the Tracts, or portion thereof, owned by same. In addition, an Owner shall be bound by this Declaration only during the period it is the fee simple owner of such Tracts, or portion thereof, except as to obligations, liabilities or responsibilities that arise or accrue during said period.

2.2 Term. The easements set forth in this Declaration shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Declaration shall be binding upon and enforceable against Owners and Occupants for a period of twenty (20) years from the date this Declaration is filed in the public records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for six (6) successive periods of five (5) years each. In the event any law prohibits any such restrictions, covenants, and/or conditions from being enforceable for a period in excess of twenty (20) years, or beyond any other stated period, the Owner of the Shopping Center Tract is granted a power of attorney, coupled with an interest, to re-record this Declaration at any time and from time to time for the purpose of extending the enforceability of same as contemplated by this Paragraph 2.2.

2.3 No Rights in Public Generally. The easements, restrictions, covenants and conditions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public, provided, however, this shall not prohibit any Owner from granting by separate documents any easement as may be necessary for the development of its Tract. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within that portion of the Common Area located on said Owner's Tract if owned by same, as the case may be, and in addition, until the Publix Lease has terminated and is of no further force or effect, Publix shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within the Paragraph 19.07 Area, the Publix Service Area, and the Publix Sidewalk Area.

2.4 Rights of Occupants. With respect to the easements created by this Declaration, each benefiting Owner shall be entitled to designate from time to time which, if any, of its Occupants shall be entitled to utilize and enjoy such easements. No independent rights shall be created by this Declaration as to any Occupants, except for those which may be terminated or withdrawn at any time by the Owner through whom such rights were derived.

2.5 Rights of Publix. Anything to the contrary contained herein notwithstanding, until the Publix Lease has terminated and is of no further force or effect, the provisions of Articles 9 and Article 11, Paragraphs 2.5, 3.2, 3.5, 4.1, 4.4, 4.6, 5.1, 6.4 and 12.1, the provisions of Paragraphs 7.2, 7.3 and 7.4 as they pertain to the use of the Shopping Center Tract only, the last paragraph of Paragraph 4.3, and the last sentence of Paragraph 6.1 of this Declaration (i) may be abrogated, modified, rescinded or amended in whole or in part only with the consent of Publix, and (ii) may be enforced by Publix, and its successors or assigns, who shall have the right, but not the obligation, to enforce said provisions of this Declaration and to avail itself of the remedies provided herein or otherwise at law or in equity for violation of said provisions, to the same extent as the Owner of the Shopping Center Tract, and/or to cure a breach or default hereunder by the Owner of the Shopping Center Tract, which enforcement shall be accepted by the other Owner(s) as if effected by the Owner of the Shopping Center Tract.

ARTICLE 3 COMMON AREA IMPROVEMENTS

3.1 Construction of Common Area Improvements. Until such time as buildings and/or Common Area improvements are constructed on a Tract, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. All Common Area improvements to the Property shall be constructed in a good and workmanlike manner and in accordance with good engineering standards. The Common Area of each Tract shall be constructed as shown on the Site Plan, and, to the extent not so shown on the Site Plan, shall be subject to the prior written approval of the Owner of the Shopping Center Tract.

3.2 Parking Area. The parking area on each Tract shall be in accordance with the Site Plan, shall be subject to the prior written approval of the Owner of the Shopping Center Tract to the extent not so shown on the Site Plan, and shall conform to applicable governmental laws, rules, and regulations. The Shopping Center, and each respective Outparcel, shall at all times maintain an on-site, on-grade parking ratio not less than the greater of: (i) five (5) vehicle parking spaces for each 1,000 square feet of Leasable Floor Area located on said Tract, or (ii) the minimum number of vehicle parking spaces required under the applicable governmental laws, rules, or regulations, without regard for any variance or special exception therefrom. Each such parking space shall have a minimum width of ten (10) feet on the Shopping Center and nine (9) feet on each Outparcel. In the event of a condemnation or appropriation by exercise of the power of eminent domain of a portion of a Tract, or sale or transfer thereof in lieu of such condemnation or appropriation, that reduces the number of parking spaces below that which is required herein, the Owner whose Tract is so affected shall use reasonable efforts to restore and/or substitute parking spaces in order to comply with the parking requirements set forth herein, but such Owner shall not be required to acquire additional land. If such compliance is not reasonably possible, such Owner shall not be deemed in default

hereunder, but shall not be permitted to expand the amount of Leasable Floor Area located on its Tract.

3.3 Lighting. Each Owner shall keep its Tract (including any Shopping Center Signs or Outparcel Signs located thereon) adequately illuminated with a minimum of three-foot candles, but in all events in accordance with the requirements of that portion of the Plans pertaining to lighting as approved by the Owner of the Shopping Center Tract in accordance with paragraph 4.2 hereof, each day from dusk until 9:00 p.m., or such longer period of time as the Owner of such Tract may deem appropriate; provided, however, so long as the Publix Lease remains in full force and effect, the Shopping Center Tract shall be adequately illuminated each day from one (1) hour prior to the time at which Publix opens the Publix Premises for business until dawn, and from dusk until one (1) hour after the Publix Premises shall be closed for business. Any provision of this Declaration to the contrary notwithstanding, an Owner of an Outparcel shall not be required to illuminate same until any improvements are constructed thereon.

3.4 Common Area Signage. No signs shall be erected within the Common Area of any Tract, other than (i) signs required by applicable governmental laws, rules, and regulations or as may be requested or required by the insurance carrier for such Tract (e.g., no trespassing, warning, loading zone or similar signs relating to managing liability), (ii) the Outparcel Signs, (iii) the Shopping Center Signs, (iv) signs which may be erected by Publix within the Paragraph 19.07 Area providing for notice of the right of Publix, as the case may be, to prohibit or limit solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity, as to Publix, within the Paragraph 19.07 Area and Publix Premises, (v) signs which may be erected by Publix, within the Paragraph 19.07 Area, providing for notice of civil and/or criminal sanctions associated with the removal of shopping carts, as to Publix, from the Publix Premises or the Paragraph 19.07 Area, and (vi) other signs as may be approved in writing by the Owner of the Shopping Center Tract. The prohibition against the erecting of signage contained in this Paragraph 3.4 includes, but is not limited to, the parking by any Occupant, except temporary parking for the purpose of loading and unloading goods, materials, and products, of vehicles bearing signage identifying such Occupant in the Common Area.

3.5 Modification or Alteration. No Owner shall make changes to the improved Common Area on its Tract without the approval of the Owner of the Shopping Center Tract; provided, however, each Owner shall have the right, from time to time without obtaining the consent or approval of the Owner of the Shopping Center Tract, to make, at its own expense, any minor change, modification, or alteration in the portion of the Common Area located on such Owner's Tract subject to the following terms and conditions:

3.5.1 the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the other Tracts) is not materially altered or unreasonably restricted or hindered;

3.5.2 the parking ratio and width requirements set forth in Paragraph 3.2 hereof are met;

3.5.3 no change shall be made to the Service Drive or to the access roadways and entranceways between the Common Area of the Tracts and the public streets;

3.5.4 no building, fence, or other barrier which would unreasonably prevent or obstruct parking or the passage of vehicular or pedestrian travel for the purposes herein permitted, shall be erected or permitted within or across any parking area, roadway, driveway, entranceway, or sidewalk located on any Tract; provided, however, the foregoing provision shall not prohibit the installation of landscaping, berms or planters, nor of limited curbing and other forms of traffic controls;

3.5.5 such relocation, alteration, or change is completed so as to minimize interference to the Owners and Occupants of the other Tracts and has the same intersecting point at any adjacent Tract; and

3.5.6 such modification or alteration shall comply with all applicable governmental laws, rules, and regulations.

3.6 Maintenance. Subject to express terms and provisions of this Declaration to the contrary, each Owner, at its expense, shall maintain, or cause to be maintained in good order and in a sightly and safe condition, the portion of the Common Area which is constructed on its Tract. In addition, the Owner of each Outparcel (other than Outparcel 6) and the Owner of Future Development Area #2 shall contribute to the maintenance of the Common Area on the Shopping Center Tract by paying to the Owner of the Shopping Center Tract an annual common area maintenance charge as may be separately agreed to between the respective Owner of each Outparcel (other than Outparcel 6) and the Owner of the Shopping Center Tract, and the Owner of Future Development Area #2 and the Owner of the Shopping Center Tract. The minimum standard of maintenance for the Common Area on all the Tracts shall be comparable to the standard of maintenance followed in other first class retail developments of comparable size in the Birmingham metropolitan area market area in which the Property is located, and in compliance with all applicable governmental laws, rules, and regulations. All Common Area improvements to the Tracts shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integrity of the Tracts as a whole. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Tract, the Owner of such Tract shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration).

ARTICLE 4 BUILDING IMPROVEMENTS

4.1 Building Limitations. Unless otherwise consented to in writing by the Owner of the

Shopping Center Tract, the Leasable Floor Area for buildings to be located on the Outparcels shall not exceed the following square footage:

<u>Outparcel</u>	<u>Maximum Square Footage of Building Area</u>
1	5,000
2	5,000
3	5,000
4	5,000
5	7,500
6	5,000

4.2 Development Plan Approval. The Owner of the Shopping Center Tract has established an architectural theme for the exterior of all buildings, building signage, and other structures to be constructed, placed, or located on the Tracts. It is recognized that Owner of the Shopping Center Tract has a strong interest in maintaining, preserving, and protecting (i) maximum visibility of the buildings and signage on the Shopping Center Tract from the adjoining public roads, (ii) an aesthetically attractive physical environment and architectural harmony for the Shopping Center, and (iii) a wholesome family oriented environment for the Shopping Center. No building, sign or other improvement shall be construed or have exterior modification on any Tract, or portion thereof, unless and until the plans and specifications therefore have been approved in advance in writing by the Owner of the Shopping Center Tract. The approval rights of the Owner of the Shopping Center Tract with respect of such plans and specifications shall include, but not be limited to, the site plan, building elevation, exterior aesthetics, landscaping, signage, drainage, lighting, utilities and engineering plans and specification ("Plans"). The colors, materials and design of any buildings constructed on the Outparcels and the Future Development Areas shall be the same, or harmonious with, those for the Shopping Center Tract and, in any event, shall be subject to the approval of the Owner of the Shopping Center Tract. Any Owner intending to build on a Tract shall submit to the Owner of the Shopping Center Tract the Plans for approval by the Owner of the Shopping Center Tract prior to the commencement of any construction, together with a \$75 review fee payable to the Owner of the Shopping Center Tract for each submittal (or resubmittal). In no event shall the Owner of any Tract commence any site work or other construction on such Owner's Tract prior to approval of the Plans by the Owner of the Shopping Center Tract, unless otherwise consented to in advance in writing by the Owner of the Shopping Center Tract. The Owner of the Shopping Center Tract shall approve, approve with conditions, or reject the Plans within thirty (30) days after its receipt of same and any rejection shall note with specificity the particular objections. Upon the issuance of any disapproval or recommendation for change, the submitting Owner and the Owner of the Shopping Center Tract shall consult mutually to establish approved Plans for the proposed construction. The Owner of the Shopping Center Tract shall not arbitrarily or unreasonably withhold, deny or delay approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof. Approval of the Plans by the Owner of the Shopping Center Tract shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws or requirements of this Declaration; it being understood that such responsibility and liability therefore remains solely with the party submitting such Plans to the Owner of the Shopping Center Tract. Construction of any such buildings, building signage, and other structures shall not be commenced

until the Plans shall have been approved in writing by the Owner of the Shopping Center Tract and one approved set of Plans signed by the Owner of the Shopping Center Tract and the Owner of the Tract on which the improvements are to be constructed have been delivered to both. No material deviation shall be made from the approved Plans. In the event of any disagreement regarding the Plans, the decision of the Owner of the Shopping Center Tract shall be final.

4.3 Building Signage. No signage shall be placed on any building located on any Tract except as expressly permitted pursuant to this Paragraph 4.3. Any Occupant occupying less than 25,000 square feet of Leasable Floor Area on any Tract may have no more than one (1) identification sign placed on the exterior of the building or portion thereof which it occupies; provided, however, that (i) if any such Occupant is located at the corner of a building, then such Occupant may have an identification sign on each side of such corner; and (ii) if any such Occupant is located in a building on an Outparcel such Occupant may have an identification sign on any two (2) sides of such building. Any Occupant occupying at least 25,000 square feet of Leasable Floor Area on any Tract may have more than one identification sign placed on the exterior of the building it occupies. The Plans for any signage of any Occupant must first be approved by the Owner of the Shopping Center Tract in accordance with Paragraph 4.2 hereof, and no such signage shall:

4.3.1 be placed on canopy roofs extending above the building roof, placed on penthouse walls or placed so as to project above the parapet, canopy, or the top of the wall upon which it is mounted; or

4.3.2 be placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; or

4.3.3 be painted on the surface of any building; or

4.3.4 consist of flashing, moving, or audible signs, exposed neon tubes, exposed ballast boxes, or exposed transformers.

The terms and provisions of this Paragraph 4.3 to the contrary notwithstanding, until the Publix Lease has terminated and is of no further force or effect, Publix shall have the right to place on such portions of the Publix Premises as it deems appropriate signs providing notice of the right of Publix to prohibit or limit solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity within the Paragraph 19.07 Area and Publix Premises and signs providing notice of civil and/or criminal sanctions associated with the removal of shopping carts from the Publix Premises or the Paragraph 19.07 Area.

4.4 Construction. Construction activities on any Tract shall not:

4.4.1 cause any unreasonable increase in the cost of constructing improvements upon another Owner's Tract;

4.4.2 unreasonably interfere with construction being performed on any other Tract;

4.4.3 unreasonably interfere with the use, occupancy, or enjoyment of any other Tract by the Owner or Occupants of such other Tract; or

4.4.4 cause any building or building signage located on any other Tract to be in violation of any law, rule, regulation, order, or ordinance authorized by any city, county, state, federal government, or any department or agency thereof having jurisdiction over the Property.

4.5 Maintenance. After completion of construction of improvements, including but not limited to building signage, drive-through lanes, playland areas, trash corrals and similar trash or garbage enclosures, and other improvements serving the facilities on each Tract, each Owner, at its own expense, shall maintain and keep all such improvements located on its Tract, in first class condition and state of repair, in compliance with all laws, rules, and regulations of governmental authorities exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. Each Owner of a Tract shall store all trash and garbage in adequate containers, shall locate such containers such that they are not readily visible from the parking area, and shall arrange for regular removal of such trash or garbage.

4.6 Damage or Destruction of Improvements. In the event any of the improvements on a Tract, including but not limited to building signage, are damaged by fire or other casualty, the Owner upon whose Tract such improvements, including but not limited to building signage, are located shall immediately remove the debris resulting from such event and, within a reasonable time thereafter, such Owner shall either:

4.6.1 repair or restore the improvements, including but not limited to building signage, so damaged;

4.6.2 erect other improvements, including but not limited to building signage, in such location; or

4.6.3 demolish the damaged portion of such improvements and promptly restore the area to the same standards as the Common Area either as automobile parking and drive area or a landscaped condition (i.e. seeded and mowed), in which event the area shall be maintained in a manner consistent with the Common Area until a replacement building is erected.

Such Owner shall elect one of the foregoing options within sixty (60) days from the date of such casualty and, thereafter, promptly commence and diligently pursue completion of such option.

ARTICLE 5 OUTPARCEL IMPROVEMENTS

5.1 Outparcel Improvement. In addition to any other applicable provisions of this Declaration, unless otherwise consented to in writing by the Owner of the Shopping Center Tract, the following requirements, limitations and restrictions shall be applicable to the Outparcels:

5.1.1 No more than one (1) building shall be constructed on any Outparcel and said building shall accommodate only one (1) business therein. The combination of some or all of the following businesses within one (1) building pursuant to subleases, partial assignments, licenses or

similar agreements, shall constitute one (1) business operation within said building: pizza delivery, convenience store, sandwich shop, pickup and drop off point for dry cleaner, ice cream or yogurt parlor, doughnut shop, or fast food.

5.1.2 Any building erected on an Outparcel shall:

- (a) be no more than one (1) story in height;
- (b) (exclusive of cupolas, arches, and other architectural projections which are proprietary to, or otherwise customarily associated with, the Occupant of such building) not exceed twenty-eight (28) feet in height; and
- (c) otherwise comply with all governmental rules, regulations, ordinances and laws.

5.1.3 Notwithstanding anything to the contrary contained herein, the Leasable Floor Area of any building constructed on an Outparcel shall be further limited to the extent that the number and size of on-grade vehicle parking spaces required by all applicable rules, regulations, ordinances and laws (without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws by the governmental authority having jurisdiction thereof) can be constructed and maintained within the boundaries of such Outparcel. The provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for the purposes of this Paragraph 5.1, the Leasable Floor Area of any building to be constructed on an Outparcel shall also be deemed to include any outdoor balconies, patios, and outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized for drive through or walk-up/take out food service).

5.1.4 All Outparcel Sign(s) shall comply with all applicable rules, regulations, ordinances, and laws relative to such signage and shall not unreasonably obstruct the visibility of the Shopping Center Signs or the Publix Premises from the adjoining roadways. There shall not be more than one Outparcel Sign located on an Outparcel, whose design shall be both harmonious with the buildings constructed on the Outparcel and harmonious or compatible with the buildings and signage on the Shopping Center Tract. No pole or lollipop sign shall be permitted. No Outparcel Sign shall exceed eighteen (18) feet in height from the ground surface.

ARTICLE 6 INGRESS AND EGRESS EASEMENTS

6.1 Grant of Easement. Declarant hereby declares, establishes, creates and grants for the benefit of, and as a burden upon, the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2, the non-exclusive and perpetual right, privilege, and easement for vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entrance ways and sidewalks from time to time located on the Common Area of the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2 for the purpose of providing pedestrian and vehicular access, ingress, and egress, but not parking, between the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2 and for providing such access, ingress and egress to and from publicly

dedicated rights-of-way abutting the Shopping Center Tract, each of Outparcels 1 thru 5, both inclusive, and Future Development Area #2. Notwithstanding anything contained herein to the contrary, Outparcels 1 thru 5, both inclusive, and Future Development Area #2 shall not have any curb-cut or entrance into or from the Shopping Center Tract except as shown on the Site Plan or otherwise expressly approved in advance in writing by the Owner of the Shopping Center Tract. The foregoing easements shall not be construed to, and shall not, create any construction or other easement for the installation or construction of roadways, driveways, entrance ways and sidewalks by any Owner of the Shopping Center Tract, Outparcels 1 thru 5, both inclusive, and Future Development Area #2 on another Owner of the Shopping Center Tract, Outparcels 1 thru 5, both inclusive, and Future Development Area #2. Any other term hereof to the contrary notwithstanding, until the Publix Lease has terminated and is of no further force or effect, the Publix Sidewalk Area and the Publix Service Area shall be for the exclusive use of Publix.

6.2 No Parking Easements. This Declaration is not intended to, and does not, create for the benefit of Tract any right, license or easement for parking purposes upon another Tract.

6.3 Avoidance of Prescription. Anything to the contrary contained in this Article 6 notwithstanding, the Owner of the Shopping Center Tract, and each Outparcel 1 thru 5, both inclusive, and Future Development Area #2 shall be entitled to interrupt or disturb the passage of vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entrance ways, and sideways from time to time located on that portion of the Common Area located on said Owner's Tract for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public.

6.4 Kent Dairy Road Extension. Subject to Declarant's express right of termination upon dedication as a public road or street as hereinafter provided, Declarant hereby declares, establishes, creates and grants for the benefit of each Tract the non-exclusive right, privilege and easement for vehicular and pedestrian access, ingress, egress and access over and across that area shown and labeled "Kent Dairy Road Ext." on the Site Plan and described on Exhibit "D" ("Kent Dairy Road Ext.") for the purpose of providing pedestrian and vehicular access, ingress and egress to the Tracts and Alabama Highway 119 over, along and across said "Kent Dairy Road Ext.". Declarant expressly reserves the right to itself to dedicate, at any time and from time to time, all or any portion of "Kent Dairy Road Ext." and to the City of Alabaster or other governmental entity as a road or street for public use and maintenance, and upon such dedication and acceptance by the City of Alabaster or other governmental authority the easement herein established shall automatically cease and terminate with respect to such portion or portions so dedicated and accepted; it being expressly understood and agreed that Declarant acting alone, and without joinder or consent of or by any other Owner or Occupant of any Tract, may effectuate the dedication, at any time and from time to time, as a public street or road of all or any portion of "Kent Dairy Road Ext."

6.5 Joint Access Easement – Outparcels 1 and 2. Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, Outparcel 1 and Outparcel 2 the joint, non-exclusive and perpetual right, privilege and easement in, to, over, along and across that portion of Outparcel 1 and Outparcel 2 described in Exhibit "E" ("Joint Access Easement") for the purpose of providing a joint curb cut and vehicular and pedestrian ingress, egress and access to and from Outparcel 1 and Outparcel 2 and Kent Dairy Road Ext. over, along and across the Joint Access Easement. No permanent improvements unrelated to pedestrian or vehicular traffic or the running of

underground utilities shall be constructed within the Joint Access Easement, nor shall free and unrestricted ingress and egress across the easement for such uses be prevented. Each Owner of Outparcel 1 and 2 shall have the permanent, irrevocable and non-exclusive right to use, free of charge, the driveway and surface of the Joint Access Easement in common for driving vehicles, for pedestrian traffic and for no other purposes; and all utilities shall be run beneath the surface. The Joint Access Easement shall be maintained and repaired jointly (i.e., one-half (1/2) by each Owner of Outparcel 1 and Outparcel 2).

ARTICLE 7 UTILITY EASEMENTS

7.1 Grant of Easement. Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract the non-exclusive and perpetual right, privilege, and easement in, to, over, under, along, and across those portions of the Common Area on each Tract necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. The Utility Line easement area shall be no larger than whatever is necessary to reasonably satisfy the requirements of the provider of such service if the Utility Line is to be owned by a public utility, or five (5) feet on each side of the Utility Line if the Utility Line is to be owned by an Owner. The Owner of the Tract burdened by such easement shall have the right to require, at the expense of the Owner of the Tract benefited by such easement, that a copy of an as-built survey of such Utility Line be delivered to the Owner of such burdened Tract after installation of the Utility Line. The easements established in this paragraph 7.1 are non-exclusive and are in addition to any easements which may be granted by an Owner to any utility company or other utility provider (e.g, the City of Alabaster).

- 7.2 Location of Utilities. All Utility Lines shall be underground except:
- 7.2.1 pad mounted electrical transformers, if any, shall be located at the rear of a building;
 - 7.2.2 as may be necessary during periods of construction, reconstruction, repair, or temporary service;
 - 7.2.3 as may be required by governmental agencies having jurisdiction over the Property; or
 - 7.2.4 as may be required by the provider of such service.

7.3 Relocation. Any Owner shall have the right at any time to relocate a Utility Line located upon its Tract upon thirty (30) days prior written notice to the other Owners affected by such relocation; provided, however, that such relocation:

- 7.3.1 shall not interfere with or diminish the utility service to the other Tracts;
- 7.3.2 shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

7.3.3 shall be performed without cost or expense to the other Owners;

7.3.4 shall be completed using materials and design standards which equal or exceed those originally used;

7.3.5 shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover; and

7.3.6 shall comply with the terms and conditions of Paragraph 3.5 hereof.

7.4 Maintenance and Repair.

7.4.1 Private Utility Lines. Each Owner of a Tract shall maintain and replace, at its sole cost and expense, its Private Utility Lines, in a first class condition, regardless of where such Private Utility Lines are located, unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility Lines. Any maintenance and repair of non-dedicated utilities located on another Owner's Tract shall be performed only after five (5) days notice to the Owner of such Tract (except in an emergency, when the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of such Tract as is practicable under the circumstances. Any Owner performing, or causing to be performed, maintenance or repair work promptly shall pay all costs and expenses associated therewith, diligently shall complete such work as quickly as possible, and promptly shall clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to commencement of such work.

7.4.2 Common Utility Lines. Common Utility Lines shall be maintained and replaced as part of the Common Area pursuant to Paragraph 3.6 hereof. Each Owner agrees, if requested by the Owner of the Shopping Center Tract, to join in and execute such plats and other documents as may be requested by the Owner of the Shopping Center Tract for the dedication of Common Utility Lines.

ARTICLE 8 STORMWATER DRAINAGE AND RETENTION

8.1 Grant of Easement. Declarant hereby declares, establishes, creates, and grants for the benefit of each Outparcel and Future Development Area #2, a perpetual, non-exclusive easement for the purpose of discharging stormwater drainage and/or runoff from each Outparcel and Future Development Area #2 under and beneath the Common Area of the Shopping Center Tract into the Underground Stormwater Detention Chamber.

8.2 Conditions. The foregoing stormwater drainage easement rights shall be subject to the following terms and conditions:

8.2.1 Common Area grades and the surface water drainage/retention system for each Tract shall be constructed in strict conformance to all applicable governmental rules, regulations, and ordinances and the Plans approved by the Owner of the Shopping Center Tract.

8.2.2 No Owner shall alter or permit to be altered the surface elevation or grade of those portions of the Common Area located on such Owner's Tract if such alteration would increase the flow of surface water onto an adjacent Tract or change the rate or concentration of flow or points of discharge from such Tract.

8.2.3 No hazardous substances may be discharged from any Tract granted such rights pursuant to this easement and the provisions of paragraph 12.7 shall apply with respect to each Owner's use of this easement.

8.2.4 The Owner of the Shopping Center Tract expressly reserves the right to dedicate the Underground Stormwater Detention Chamber, and any and all lines extending from each Tract into the Underground Stormwater Detention Chamber, to the City of Alabaster or other governmental or quasi-governmental authority or board for public use, maintenance and repair.

ARTICLE 9 RESTRICTIVE COVENANTS

9.1 Restrictions on Use.

9.1.1 Prohibited Uses. Without the prior written consent of the Owner of the Shopping Center Tract, no portion of any Outparcel or Future Development Area shall be used for any of the following purposes: any unlawful purpose or in any way which would constitute a legal nuisance to Occupants, a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash. In addition, no other premises on the Shopping Center Tract located within 500 feet of the Publix Storeroom (which distance shall be measured from the Publix Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Publix Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's. In any event, not more than an aggregate of four (4) restaurant(s) and/or cocktail lounge(s), regardless of concept or parking intensive nature, shall be located on the Shopping Center Tract.

9.1.2 Exclusive Uses. Without the prior written consent of the Owner of the Shopping Center Tract and Publix (for so long as the Publix Lease is in effect), no portion of any Outparcel except the Publix Premises shall be used to: (i) operate a grocery supermarket, bakery, delicatessen, and fish market; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption.

9.1.3 Exceptions to Exclusive Uses. The terms and provisions of Paragraph 9.1.2 of this Declaration, entitled "Exclusive Uses", to the contrary notwithstanding, Occupants of any Outparcel shall not be prohibited from engaging in the operation of:

(a) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;

(b) a delicatessen or sandwich shop type restaurant (but not a bakery) such as Wall Street Deli, Schlotzskys, Blimpie, or Subway which offers take out service as an incidental part of its restaurant operation, provided that at least fifty percent (50%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes;

(c) a health food store or nutrition center, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), a coffee and/or bagel shop (equivalent to Starbucks or New York Bagel Company), candy store, fast food restaurant, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises;

(d) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 1,500 square feet; and

(e) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises.

9.1.4 Non-Prohibited and Non-Exclusive Uses. The Prohibited Uses set forth in Paragraph 9.1.1 and the Exclusive Uses set forth in Paragraph 9.1.2 are not intended to in any way limit the Non-Prohibited Uses of any Tract or the Non-Exclusive Uses of any Tract. For purposes of this Declaration, the term "Non-Prohibited Uses" shall mean all uses other than those uses set forth in Paragraph 9.1.1. The term "Non-Exclusive Uses" shall mean all uses other than those uses set forth in Paragraph 9.1.2 (as clarified in Paragraph 9.1.3).

ARTICLE 10 INSURANCE

10.1 Liability Insurance. Each Owner shall maintain or cause to be maintained in full force and effect comprehensive general liability insurance covering the Common Area located within such Owner's Tract, with a combined single limit of liability of not less than \$2,000,000.00 for bodily or personal injury or death and for property damage arising out of any one occurrence. Such insurance shall be procured from responsible insurance companies authorized to engage in the business of general liability insurance in the state in which the Property is located and shall provide for payment of claims on an occurrence basis. Each Owner agrees to furnish to any other Owner requesting the

same a certificate of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect.

ARTICLE 11 FUTURE DEVELOPMENT AREAS

11.1 Future Development Areas. In addition to any other applicable provisions of this Declaration, unless otherwise consented to in writing by the Owner of the Shopping Center Tract and Publix (for so long as the Publix Lease is in effect), no grocery supermarket shall be operated on a Future Development Area.

ARTICLE 12 GENERAL

12.1 Amendment. Subject to the provisions of Paragraph 2.5 hereof, the provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part by a written instrument executed only by the Owner of the Shopping Center Tract and the Owner of the Tract burdened by the provision being so abrogated, modified, rescinded or amended and no other Owner's or Occupant's consent or approval is required hereunder, which instrument shall be duly recorded in the public records of the county in which the Property is located. The immediately preceding sentence to the contrary notwithstanding and subject to the provisions of Paragraph 2.5 hereof, any modification or amendment to this Declaration which affects only a particular Tract or particular Tracts must have the written consent of the Owner of that Tract or the particular Tracts, as the case may be.

12.2 Enforcement. This Declaration may be enforced by any Owner by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the "Defaulting Owner") of an Outparcel defaults in the performance of any of its obligations pursuant to this Declaration and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from any other Owner (the "Non-defaulting Owner"), the Non-defaulting Owner shall be entitled to cure such default, provided, (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default, and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of the Non-defaulting Owner's property. Any and all expenses incurred by the Non-defaulting Owner in curing such default, together with fifteen percent (15%) per annum interest thereon shall be payable by the Defaulting Owner within thirty (30) days of written demand therefor by the Non-defaulting Owner to the Defaulting Owner. In the event of enforcement of this Declaration by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees and court costs at all trial and appellate levels, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to five percent (5%) above the then-current prevailing rate of interest in effect in the area in which the Property is located, or (ii) the highest rate permitted by the law of the State of Alabama.

12.3 Lien Rights. Any claim for payment or reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or

to Publix) in enforcing any payment in any suit or proceeding or otherwise under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Tract of the defaulting Owner until paid, having priority as of the recording of a notice of lien with respect thereto in the public real property records office of the appropriate municipality in which the Shopping Center is located; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the public real property records office of the appropriate municipality in which the Shopping Center is located prior to the date of recordation of said notice of lien priority, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien priority. All liens recorded subsequent to the recordation of the notice of lien priority described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien.

12.4 Partial Invalidity. In the event any provision of this Declaration is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

12.5 Notice.

12.5.1 Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by nationally recognized air express courier or registered or by certified mail, postage prepaid, return receipt requested, as applicable, to the following addresses, respectively:

If to Declarant:

Alabaster Retail Property, L.L.C.
c/o SC Management, Inc.
Attn: Mr. Jake F. Aronov
3500 Eastern Boulevard
Montgomery, Alabama 36116

With a copy to:

Aronov Realty Management, Inc.
Attn: Mr. John Bemis
3500 Eastern Boulevard
Montgomery, Alabama 36116

If to Publix:

Publix Alabama, LLC
3300 Airport Road
Lakeland, Florida 33811
Attn: John Frazier, V.P., Real Estate

With a copy to:

McClure & McClure
1708 Peachtree Street, N.W., Suite 450
Atlanta, GA 30309
Attn: Jay Y. McClure, Esq.

and, if to any Owner, at an address specified in the manner set forth in Paragraph 12.5.2 hereof for change of address.

12.5.2 Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner(s), which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

12.5.3 Notice to Lender. If a lender has theretofore sent a written notice to an Owner which expressly states that it is the holder of a security interest in a Tract, describes the nature of the security interest, and sets forth the name and address of such lender, then until such Owner receives a written notice to the contrary from such lender, such Owner shall send to such lender copies of all notices which it sends to any other Owner pursuant to this Paragraph 12.5.

12.6 Indemnity. Each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs at all trial, administrative and appellate levels) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's violation of any of the restrictions, covenants, and conditions established hereby.

12.7 Environmental Indemnification. Each Owner shall indemnify and hold harmless all other Owners from and against any and all costs, claims, suits, causes of action, losses or damages resulting from the presence or removal of Hazardous Materials stored, installed or deposited on or delivered to a Tract during the period of ownership thereof by the indemnifying Owner. No person or entity shall be liable for acts or claims arising from acts not occurring during the period such person or entity owned or owns the Tract to which such acts or claims relate. As used herein, the term "Hazardous Materials" means any material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by the State of Alabama, the United States Government or any agency thereof including, without limitation, any and all materials defined as "Hazardous Waste", "Extremely Hazardous Waste", or "Hazardous Material" pursuant to state, federal or local government law, as amended from time to time. Each indemnifying Owner shall be responsible for all costs including, but not limited to, those resulting from monitoring, cleanup or compliance, incurred with respect to any Hazardous Materials stored, installed or deposited on or delivered to a Tract during the period of ownership thereof by the indemnifying Owner. The terms and provisions of this Paragraph 12.7 shall be perpetual in duration.

12.8 Estoppels. At any time during the term of this Declaration, an Owner may request that each other Owner, or any of them, provide to such Owner, its mortgagee or trustee under any mortgage, deed to secure debt or deed of trust, or prospective purchaser, within thirty (30) days from such request, an estoppel letter or certificate stating that such Owner is in compliance with the terms and conditions of this Declaration, that all assessments have been paid and such other information as the requesting party shall reasonably request, and any exceptions thereto. In the event an Owner fails to respond to such request, the Owner of the Shopping Center Tract may provide such letter or certificate on behalf of such Owner and the information provided therein shall be deemed accurate and binding.

12.9 Attorneys' Fees. In the event a party (including Publix or any Owner or Occupant) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

12.10 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

12.11 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12.12 Construction Liens. In the event any construction lien is filed against a Tract as a result of services performed for or materials furnished to the Owner of another Tract, such Owner shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the other Owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the Owner of the Tract upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees at all trial and appellate, actually incurred, and court costs) on account of such claim of lien.

12.13 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, as herein provided, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.14 Grantee's Acceptance. The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

12.15 Time of Essence. Time is of the essence of this Declaration.

12.16 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12.17 Governing Law. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed as of the day and year first above written.

[EXECUTION BEGINS ON NEXT PAGE]

ALABASTER RETAIL PROPERTY, L.L.C.
an Alabama limited liability company

By: SC Management, Inc.
an Alabama corporation
Its Manager

By: [Signature]
Its: President

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jake F. Aronov whose name as President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, 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 instrument, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said corporation acting as Manager of said limited liability company.

Given under my hand and official seal this 6th day of November 2003.

(SEAL)

[Signature]
Notary Public
My commission expires: 9-29-07

JOINDER AND CONSENT

The undersigned, SOUTHTRUST BANK, an Alabama banking corporation, this 19th day of November, 2003, joins in the foregoing Declaration and consents thereto.

WITNESS:

SOUTHTRUST BANK

By: _____

As Its: _____

[Signature]
Group Vice President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen Hodges whose name as Group Vice Pres. of SouthTrust Bank, 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 of office this 19th day of November, 2003.



Renee Davito
Notary Public
My Commission Expires: 5/08/07

[SIGNATURES CONTINUE ON NEXT PAGE]

JOINDER AND CONSENT

14 The undersigned, PUBLIX ALABAMA, LLC, an Alabama limited liability company, on this day of November 2003 joins in the foregoing Declaration and consents thereto.

WITNESS:

Debbie Walker
Debbie Walker

PUBLIX ALABAMA, LLC
an Alabama limited liability company

By: John Frazier

Its: President

STATE OF FLORIDA)
COUNTY OF Polk)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that John Frazier, whose name as President of Publix Alabama, LLC, an Alabama limited liability company, 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 instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of November 2003.

Lisa Marie Clarke

Notary Public

My commission expires: 12/26/04

(SEAL)



Lisa Marie Clarke
MY COMMISSION # CC990383 EXPIRES
December 26, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

This instrument was prepared by:
Jeffrey W. Blitz, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

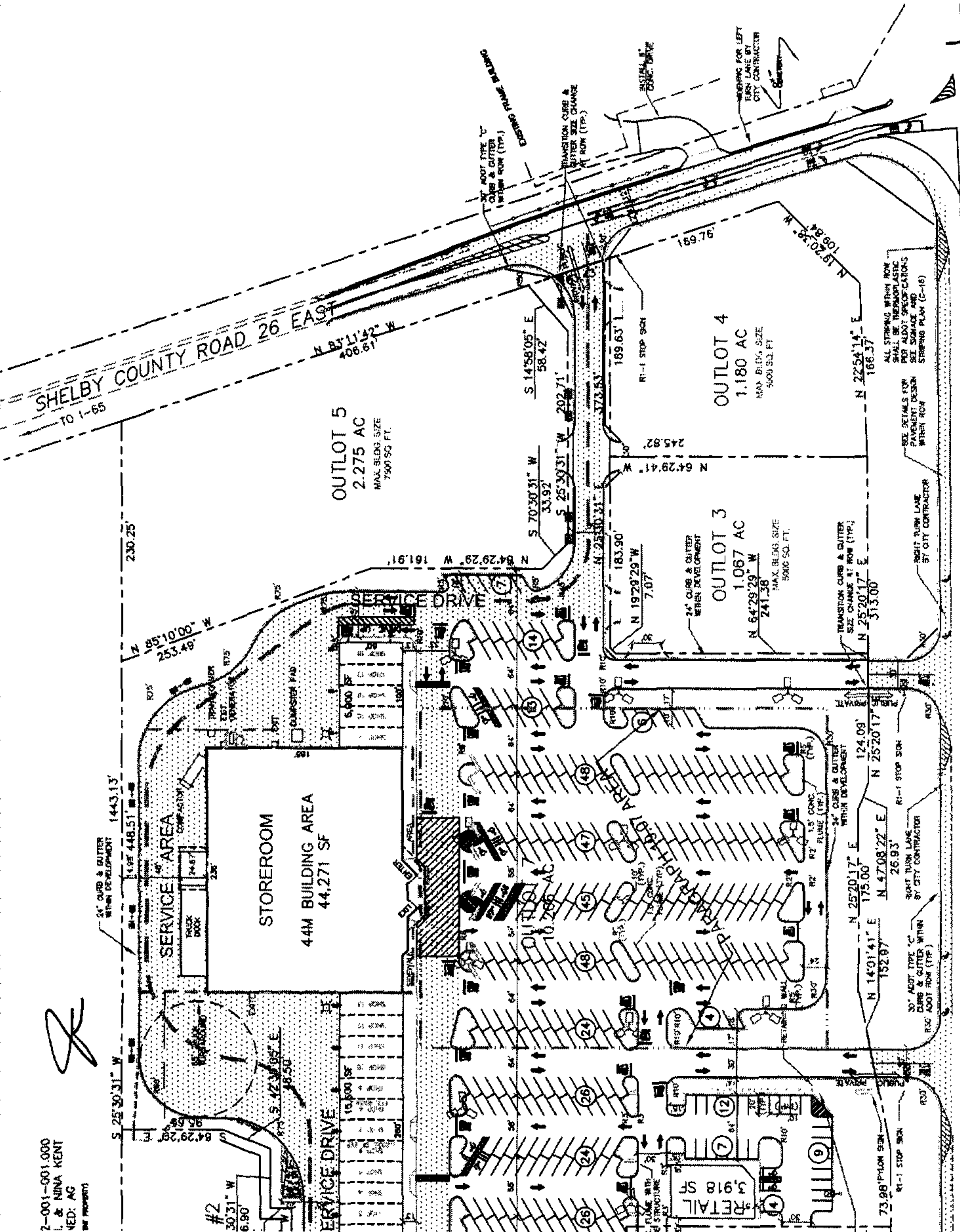
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2940-289
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List of Exhibits

- "A" Site Plan
- "B" Shopping Center Tract
- "C" Outparcels
- "C-1" Future Development Areas
- "D" Proposed Right-of-Way for Kent Dairy Road
- "E" Joint Access Easement

Exhibit "A"
Site Plan

2-001-001.000
L. & NINA KENT
VED: AG
SEE PROVISIONS



Project
WHITE STONE SHOPPING CENTER
ALABAMA HIGHWAY 119
ALABASTER, ALABAMA
Client
ARONOV REALTY MANAGEMENT, INC.
3500 EASTERN BOULEVARD
MONTGOMERY, ALABAMA 36116

Revisions
Date
10/07/02
11/14/02
12/02/02
12/18/02
10/23/03

EXHIBIT "A"

CONTRACTOR TO PROVIDE 3 SETS OF
AS-BUILT PLANS TO OWNER.

CONTRACTOR TO PROVIDE 3 SETS OF
AS-BUILT PLANS TO OWNER.

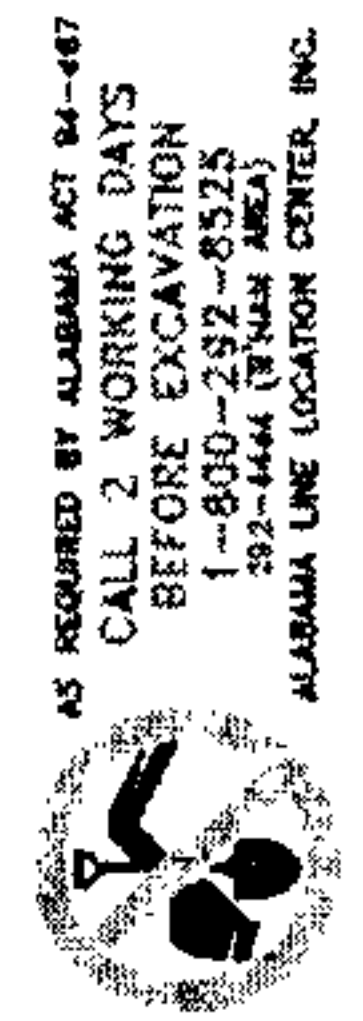
CONTRACTOR TO PROVIDE 3 SETS OF
AS-BUILT PLANS TO OWNER.

DECLARATION LEGEND

PURPOSE (PRELIMINARY)	1:1
PURPOSE (PRELIMINARY)	1:1
PURPOSE (PRELIMINARY)	1:1

CURVE TABLE

CURVE NUMBER	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA
C1	N 74°01'05" W	51.05'	220.00'	51.17'	131°19'35"
C2	N 72°35'20" W	104.93'	372.69'	105.26'	161°11'06"
C3	S 72°35'20" E	88.03'	312.68'	88.53'	161°11'06"
C4	S 74°01'05" E	64.98'	280.00'	65.13'	151°19'35"



AS REQUIRED BY ALABAMA ACT 84-487
CALL 2 WORKING DAYS
BEFORE EXCAVATION
1-800-292-8525
52-1444 (7'x4'x4' AREA)
ALABAMA LINE LOCATION CENTER, INC.

SITE
PLAN

Drawing Title

LAND PLANNERS
CIVIL ENGINEERS

C-1

Exhibit "B"
Shopping Center Tract

A parcel of land situated in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South 25°20'17" West along said right-of-way a distance of 338.65 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run South 64°29'29" East a distance of 252.23 feet; thence, run North 25°30'31" East a distance of 43.00 feet; thence, run South 64°29'29" East a distance of 162.19 feet; thence, run North 25°30'31" East a distance of 173.45 feet; thence, run North 08°58'33" West a distance of 19.25 feet; thence, run South 80°40'52" East a distance of 53.00 feet; thence, run South 25°30'31" West a distance of 121.10 feet; thence, run South 19°29'29" East a distance of 49.50 feet; thence, run South 64°29'29" East a distance of 65.50 feet; thence, run South 19°29'29" East a distance of 21.92 feet; thence, run South 25°30'31" West a distance of 91.50 feet; thence, run South 64°29'29" East a distance of 20.00 feet; thence, run South 25°30'31" West a distance of 56.90 feet; thence, run South 42°35'05" East a distance of 48.50 feet; thence, run South 64°29'29" East a distance of 95.65 feet; thence, run South 25°30'31" West a distance of 448.51 feet; thence, run North 85°10'00" West a distance of 253.49 feet; thence, run North 64°29'29" West a distance of 161.91 feet; thence, run South 70°30'31" West a distance of 33.92 feet; thence, run South 25°30'31" West a distance of 202.71 feet; thence, run South 14°58'05" East a distance of 58.42 feet to a point on the north right-of-way of Shelby County Road No. 26 (80-foot right-of-way); thence, run North 83°11'42" West along said right-of-way a distance of 82.27 feet; thence, depart said right-of-way and run North 25°30'31" East a distance of 373.53 feet; thence, run North 19°29'29" West a distance of 7.07 feet; thence, run North 64°29'29" West a distance of 241.38 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North 25°20'17" East along said right-of-way a distance of 124.09 feet; thence, run North 47°08'22" East along said right-of-way a distance of 26.93 feet; thence, run North 25°20'17" East along said right-of-way a distance of 175.00 feet; thence, run North 14°01'41" East along said right-of-way a distance of 152.97 feet; thence, run North 25°20'17" East along said right-of-way a distance of 73.98 feet to the POINT OF BEGINNING.

Said parcel contains 444,558 square feet (10.206 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WEST ZONE)
GRID NORTH.

3/31/03

Exhibit "C"
Outparcels

Outlot 1

A parcel of land situated in the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South 25°20'17" West along said right-of-way a distance of 134.10 feet; thence, depart said right-of-way and run South 67°21'17" East a distance of 253.16 feet to the POINT OF BEGINNING; thence, continue South 67°21'17" East a distance of 87.31 feet to the Point of Curvature of a curve concave northeastwardly, said curve having a radius of 280.00 feet and a delta angle left of 13°19'35"; thence, run along said curve an arc distance of 65.13 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 74°01'05" East a distance of 64.98 feet); thence, run South 08°58'33" East a distance of 19.25 feet; thence, run South 25°30'31" West a distance of 173.45 feet; thence, run North 64°29'29" West a distance of 162.19 feet; thence, run North 25°30'31" East a distance of 174.20 feet to the POINT OF BEGINNING.

Said parcel contains 29,064 square feet (0.667 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Outlot 2

A parcel of land situated in the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South 25°20'17" West along said right-of-way a distance of 134.10 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run South 67°21'17" East a distance of 253.16 feet; thence, run South 25°30'31" West a distance of 217.20 feet; thence, run North 64°29'29" West a distance of 252.23 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North 25°20'17" East along said right-of-way a distance of 204.56 feet to the POINT OF BEGINNING.

Said parcel contains 53,256 square feet (1.223 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Outlot 3

A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South $89^{\circ}03'42''$ East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South $25^{\circ}20'17''$ West along said right-of-way a distance of 412.63 feet; thence, run South $14^{\circ}01'41''$ West along said right-of-way a distance of 152.97 feet; thence, run S $25^{\circ}20'17''$ West along said right-of-way a distance of 175.00 feet; thence, run South $47^{\circ}08'22''$ West along said right-of-way a distance of 26.93 feet; thence, run South $25^{\circ}20'17''$ West along said right-of-way a distance of 124.09 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run South $64^{\circ}29'29''$ East a distance of 241.38 feet; thence, run South $19^{\circ}29'29''$ East a distance of 7.07 feet; thence, run South $25^{\circ}30'31''$ West a distance of 183.90 feet; thence, run North $64^{\circ}29'41''$ West a distance of 245.82 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North $25^{\circ}20'17''$ East along said right-of-way a distance of 188.91 feet to the POINT OF BEGINNING.

Said parcel contains 46,478 square feet (1.067 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Outlot 4

A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South $89^{\circ}03'42''$ East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South $25^{\circ}20'17''$ West along said right-of-way a distance of 412.63 feet; thence, run South $14^{\circ}01'41''$ West along said right-of-way a distance of 152.97 feet; thence, run South $25^{\circ}20'17''$ West along said right-of-way a distance of 175.00 feet; thence, run South $47^{\circ}08'22''$ West along said right-of-way a distance of 26.93 feet; thence, run South $25^{\circ}20'17''$ West along said right-of-way a distance of 313.00 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run South $64^{\circ}29'41''$ East a distance of 245.82 feet; thence, run South $25^{\circ}30'31''$ West a distance of 189.63 feet to a point on the north right-of-way of Shelby County Road No. 26 (80-foot right-of-way); thence, run North $83^{\circ}11'42''$ West along said right-of-way 169.76 feet to a right-of-way transition; thence,

run North 19°20'38" West along said right-of-way transition a distance of 109.84 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North 22°54'14" East along said right-of-way a distance of 166.37 feet to the POINT OF BEGINNING.

Said parcel contains 51,387 square feet (1.180 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Outlot 5

A parcel of land situated in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South 25°20'17" West along said right-of-way a distance of 412.63 feet; thence, run South 14°01'41" West along said right-of-way a distance of 152.97 feet; thence, run South 25°20'17" West along said right-of-way a distance of 175.00 feet; thence, run South 47°08'22" West along said right-of-way a distance of 26.93 feet; thence, run South 25°20'17" West along said right-of-way a distance of 313.00 feet; thence, run South 22°54'14" West along said right-of-way a distance of 166.37 feet to a right-of-way transition; thence, run South 19°20'38" East along said right-of-way transition a distance of 109.84 feet to a point on the north right-of-way of Shelby County Road No. 26 (80-foot right-of-way); thence, run South 83°11'42" East along said right-of-way a distance of 252.03 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run North 14°58'05" West a distance of 58.42 feet; thence, run North 25°30'31" East a distance of 202.71 feet; thence, run North 70°30'31" East a distance of 33.92 feet; thence, run South 64°29'29" East a distance of 161.91 feet; thence, run South 85°10'00" East a distance of 253.49 feet; thence, run South 25°30'31" West a distance of 230.25 feet to a point on the north right-of-way of said Shelby County Road No. 26; thence, run North 83°11'42" West along said right-of-way a distance of 406.61 feet to the POINT OF BEGINNING.

Said parcel contains 99,081 square feet (2.275 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

3/31/03

Outlot 6

A parcel of land situated in the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way), said point being the POINT OF BEGINNING; thence, continue South 89°03'42" East along the north boundary of said Section 14 a distance of 298.48 feet; thence, run South 00°56'18" West a distance of 113.00 feet; thence, run South 89°03'42" East a distance of 34.99 feet; thence, run South 33°30'08" East a distance of 125.04 feet; thence, run North 80°40'52" West a distance of 72.53 feet to the Point of Curvature of a curve concave northeastwardly, said curve having a radius of 220.00 feet and a delta angle right of 13°19'35"; thence, run along said curve an arc distance of 51.17 feet to the Point of Tangency of said curve (the chord subtending said arc bearing North 74°01'05" West a distance of 51.05 feet); thence, run North 67°21'17" West a distance of 337.65 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North 25°20'17" East along said right-of-way a distance of 74.03 feet to the POINT OF BEGINNING.

Said parcel contains 49,103 square feet (1.127 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Exhibit "C-1"
Future Development Areas

Future Development Area #1

Outlot 9

A parcel of land situated in the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1837.00 feet to the POINT OF BEGINNING; thence, continue South 89°03'42" East along the north boundary of said Section 14 a distance of 506.49 feet; thence, run South 25°30'31" West a distance of 348.41 feet; thence, run North 64°29'47" West a distance of 170.75 feet to the Point of Curvature of a curve concave southwestwardly, said curve having a radius of 372.69 feet and a delta angle left of 16°11'06"; thence, run along said curve an arc distance of 105.28 feet to the Point of Tangency of said curve (the chord subtending said arc bearing North 72°35'20" West a distance of 104.93 feet); thence, run North 33°30'08" West a distance of 125.04 feet; thence, run South 89°03'42" East a distance of 65.01 feet; thence, run North 00°56'18" East a distance of 100.00 feet; thence, run North 89°03'42" West a distance of 100.00 feet; thence, run North 00°56'18" East a distance of 13.00 feet to the POINT OF BEGINNING.

Said parcel contains 95,220 square feet (2.186 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE)
GRID NORTH.

Future Development Area #2

Outlot 8

A parcel of land situated in the NE ¼ of the NW ¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 2343.49 feet; thence, run South 25°30'31" West a distance of 408.41 feet to the POINT OF BEGINNING; thence, continue South 25°30'31" West a distance of 355.96 feet; thence, run North 64°29'29" West a distance of 95.65 feet; thence, run North 42°35'05" West a distance of 48.50 feet; thence, run North 25°30'31" East a distance of 56.90 feet; thence, run North 64°29'29" West a distance of 20.00 feet; thence, run North 25°30'31" East a distance of 91.50 feet; thence, run North 19°29'29" West a distance of 21.92 feet; thence, run North 64°29'29" West a distance of 65.50 feet; thence, run North 19°29'29" West a distance of 49.50 feet; thence, run North 25°30'31" East a distance of 121.10 feet; thence, run South

80°40'52" East a distance of 19.53 feet to the Point of Curvature of a curve concave southwestwardly, said curve having a radius of 312.69 feet and a delta angle right of 16°11'06"; thence, run along said curve an arc distance of 88.33 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 72°35'20" East a distance of 88.03 feet); thence, run South 64°29'47" East a distance of 170.75 feet to the POINT OF BEGINNING.

Said parcel contains 74,321 square feet (1.706 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE) GRID NORTH.

“Exhibit D”
Proposed Right-of-Way for Kent Dairy Road

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3” iron pipe found at the northwest corner of said Section 14; thence proceed S89°03'42"E along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence proceed along said right-of-way S25°20'17"W for a distance of 74.03 feet to a point and the POINT OF BEGINNING (POB).

From the POINT OF BEGINNING (POB) leaving the right-of-way of Alabama Highway No. 119 proceed S67°21'17"E for a distance of 337.65 feet to a point; thence proceed along a curve to the left having a radius of 220.00 feet and subtended by a chord bearing S74°01'05"E and measuring 51.05 feet for an arc distance of 51.17 feet to a point; thence proceed S80°40'52"E for a distance of 72.53 feet to a point; thence proceed along a curve to the right having a radius of 372.69 feet and subtended by a chord bearing S72°35'20"E and measuring 104.93 feet for an arc distance of 105.28 feet to a point; thence proceed S64°29'47"E for a distance of 170.75 feet to a point; thence proceed S25°30'31"W for a distance of 60.00 feet to a point; thence proceed N64°29'47"W for a distance of 170.75 feet to a point; thence proceed along a curve to the left having a radius of 312.69 feet and subtended by a chord bearing N72°35'20"W and measuring 88.03 feet for an arc distance of 88.33 feet to a point; thence proceed N80°40'52"W for a distance of 72.53 feet to a point; thence proceed along a curve to the right having a radius of 280.00 feet and subtended by a chord bearing N74°01'05"W and measuring 64.98 feet for an arc distance of 65.13 feet to a point; thence proceed N67°21'17"W for a distance of 340.47 feet to a point on the southeastern right-of-way of Alabama Highway No. 119; thence proceed along said right-of-way N25°20'17"E for a distance of 60.06 feet to a point and the POINT OF BEGINNING (POB).

Said tract containing 1.02 acres (44,431 sf).

“Exhibit E”
Joint Access Easement
(Outparcels 1 and 2)

20031124000768400 Pg 37/37 119.00
Shelby Cnty Judge of Probate, AL
11/24/2003 09:07:00 FILED/CERTIFIED

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3” iron pipe found at the northwest corner of said Section 14; thence proceed S89°03'42"E along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence proceed S25°20'17"W along said right-of-way a distance of 134.09 feet to a point on the southern proposed right-of-way of Kent Dairy Road; thence proceed along said right-of-way S67°21'17"E a distance of 228.12 feet to a point and the POINT OF BEGINNING (POB).

From the POINT OF BEGINNING (POB) thence proceed along said right-of-way S67°21'17"E for a distance of 40.05 feet to a point; thence leaving said right-of-way proceed S25°30'31"W for a distance of 55.45 feet to a point; thence proceed N64°29'29"W for a distance of 40.00 feet to a point; thence proceed N25°30'31"E for a distance of 53.45 feet to a point on the southern proposed right-of-way of Kent Dairy Road and the POINT OF BEGINNING (POB).

Said tract containing 0.05 acres (2,178 sf).