


This Instrument Prepared By:
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420 North 20th Street
Birmingham, Alabama 35203


20060815000396740 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
08/15/2006 10:39:20AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

**TERMINATION OF
RESTRICTIONS AND COVENANTS AGREEMENT**

THIS TERMINATION OF RESTRICTIONS AND COVENANTS AGREEMENT
(this "Agreement") made and entered into as of the 8th day of August, 2006, by and
between **MORNINGSTAR UNITED METHODIST CHURCH, INC** ("Morningstar") and
CHELSEA STATION, LLC ("Chelsea").

RECITALS

Reference is hereby made to that certain Statutory Warranty Deed dated September 15, 1998 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument 1998-36461 (the "Deed"). The Deed contains certain restrictions and covenants denominated therein as paragraphs (b), (d), (e) and (f) which affect the real property of both Morningstar and Chelsea. Morningstar is the owner of the real property more particularly described in Exhibit "A" to the Deed, and Chelsea is the present owner of the real property more particularly described in Exhibit "B" to the Deed. The parties hereto, as the sole parties affected by the restrictions and covenants set forth in the Deed and as the sole owners and holders of the real property encumbered thereby, now desire fully and irrevocably to terminate the restrictions and covenants set forth in Paragraphs (b), (d), (e) and (f) of the Deed.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby declare and agree that the restrictions and covenants set forth in paragraphs (b), (d), (e) and (f) of the Deed and all rights, privileges, benefits and burdens established thereby are hereby fully and irrevocably cancelled and terminated, effective as of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and delivered under seal as of the day and year first above written.

MORNINGSTAR:

MORNINGSTAR UNITED
METHODIST CHURCH, INC.

By: Chris Jones
Print Name: Chris Jones
Title: Trustees Chairperson

CHELSEA:

CHELSEA STATION, LLC

By: Denny Brown
Print Name: Denny Brown
Title: MANAGER

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Chris Jones, whose name as Trustees Chairperson of Morningstar United Methodist Church, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Trustees Chairperson and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 8 day of Aug, 2006.

Normie L Calamusca
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES Aug 27, 2009
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Denney E. Barrow, whose name as Manager of Chelsea Station, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 14th day of August, 2006.

Alesia H. Ray
Notary Public
My Commission Expires: 3/19/08

NOTARY PUBLIC
ALABAMA
COMMISSION EXPIRES 03/19/08


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