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Shelby Cnty Judge of Probate, AL
09/19/2011 01:25:00 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)
COUNTY OF SHELBY)

DECLARATION OF RECIPROCAL EASEMENTS AND AGREEMENT

This Declaration of Reciprocal Easements and Agreement is made and entered into by and between **Century / Chase L.L.C.**, an Alabama Limited Liability Company ("Century/Chase") and **The American National Red Cross**, a non-profit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States ("ARC").

WITNESSETH:

Whereas, Century / Chase is the owner of Chase Park South, a recorded subdivision within the City of Hoover and Jefferson and Shelby Counties, Alabama, presently comprised of five (5) commercial buildings and four (4) separate lots; and

Whereas, ARC is acquiring that certain two story masonry building within the subdivision known as 300 Chase Park South, Birmingham, AL 35244, lying in Shelby County, Alabama (the "subject property"), and

Whereas, application is being made to the City of Hoover, Alabama to amend the subdivision map so as to specifically designate the subject property as Lot 3 of Chase Park South II, as depicted on Exhibit A, attached hereto and included herein by reference the same as if set forth in its entirety; and

Whereas, the parties are mutually desirous of entering this reciprocal agreement to facilitate the sharing of parking facilities and rights of way leading to and within the subdivision.

Now, Therefore, for good and valued consideration, receipt of which is hereby acknowledged by each of the parties hereto to the other, and the mutual promises and covenants herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Century / Chase, as owner of Lots 1, 2 and 4 of Chase Park South II and ARC, as owner of Lot 3 of Chase Park South II, grant EACH TO THE OTHER the following reciprocal easements:
 - a. Nonexclusive easements appurtenant to the other's property for the purpose of parking vehicles of each of the owners, their tenants, licenses, business invitees, visitors, employees and customers.
 - b. Non-exclusive easements appurtenant to the others property for the purpose of furnishing access and the right of way for vehicular traffic and pedestrians between the public streets (Parkway River Road and

Riverchase Parkway East) and any parking areas on Chase Park South II of each of the owners, their tenants, licensees, business invitees, visitors, employees and customers, to include entrances, exits, driveways, sidewalks, within and across all lot boundaries.

2. For the purpose of unimpeded access and enjoyment of the Chase Park South II multiple owner and tenant businesses, a lot owner may not alter the parking and traffic scheme of Chase Park South II without approval of all lot owners. Each lot owner shall maintain the respective lot paved areas in good operational condition. No lot owner shall close traffic, nor limit parking access on account of repairs or improvements longer than ten (10) working days.
3. All disputes regarding this easement and its requirements shall be settled by arbitration board appointed by Century/Chase LLC or by the ownership association, as successor to Century/Chase LLC.
4. Covenants running with land. The easements herein granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns including, but without limitation, all subsequent owners of Lots 1, 2, 3 and 4 and all persons claiming under them.

In Witness Whereof, Century Chase and ARC, by and through their duly authorized officers, have hereunto set their signatures and seals this the 7th day of September, 2010.2011

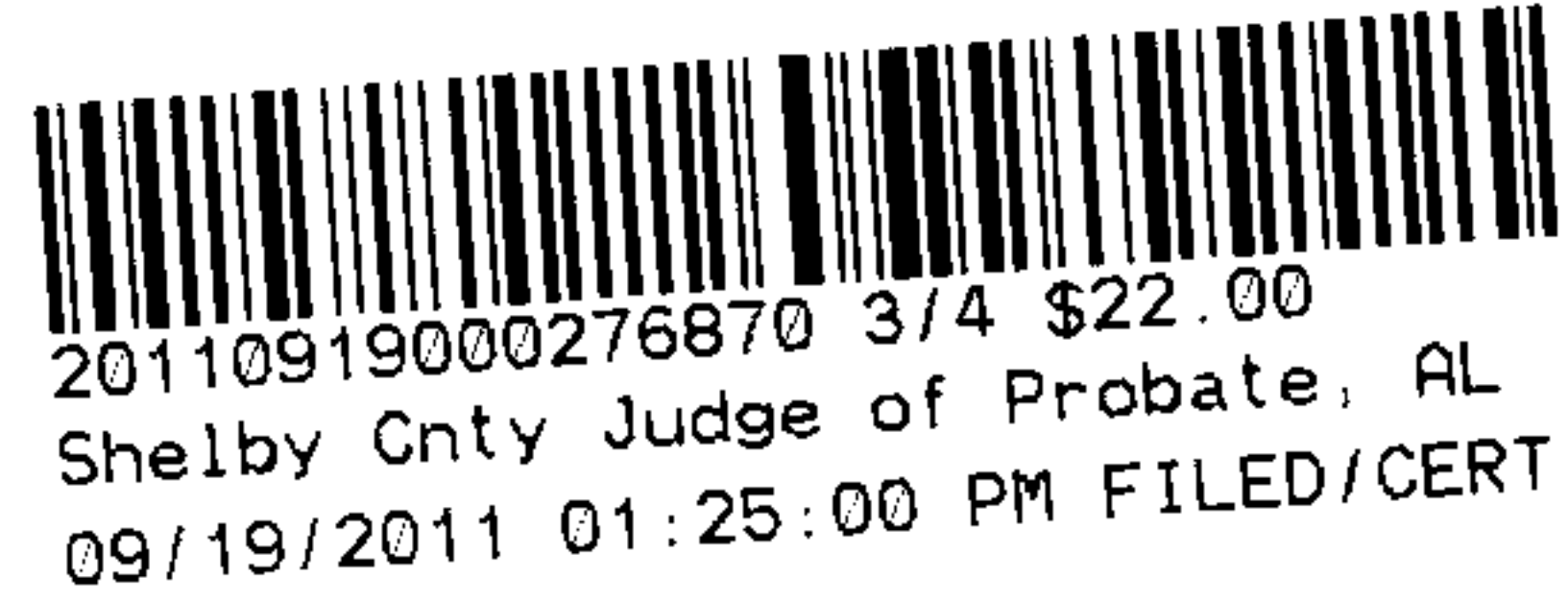
Century / Chase L.L.C.

By: Charles W. Daniel
Charles W. Daniel, MANAGING MEMBER

By: Richard T. Darden
Richard T. Darden, MANAGING MEMBER

The American National Red Cross

By: Billy Barker
Its: AL Region CEO



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Charles W. Daniel and Richard T. Darden, as Managing Members of **Century / Chase L.L.C.** an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as said managing members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 7th day of September, 2011.

SEAL

[Signature]
Notary Public
My Commission Expires: August 27, 2013

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Billy Baxter, as Alabama Region CEO of **The American National Red Cross**, a non-profit corporation, whose name 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/she as said officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 7th day of September, 2011.

SEAL

[Signature]
Notary Public
My Commission Expires: June 25, 2012

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EXHIBIT "A"

Lot 3, according to the Final Plat of Chase Park South II as recorded in Map Book 41, Page 150, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH AND SUBJECT TO:

Declaration of Reciprocal Easements and Agreement by and between Century/Chase L.L.C., an Alabama limited liability company and The American National Red Cross to be recorded concurrently herewith.

AND BEING the same property conveyed to Century/Chase, L.L.C., an Alabama limited liability company from Metropolitan Life Insurance Company, a New York corporation by Quitclaim Deed dated December 09, 1993 and recorded December 17, 1993 in Instrument No. 1993-40577; AND FURTHER CONVEYED to Century/Chase, L.L.C., an Alabama limited liability company from Metropolitan Life Insurance Company by Statutory Warranty Deed dated December 09, 1993 and recorded December 17, 1993 in Instrument No. 1993-40578. TAX PARCEL NO. 104190001001.037, being a portion of original TAX PARCEL NO. 104190001001.005.