


STORE NO.:  
SITE: CR 91 AND CR 17, HELENA,  
SHELBY COUNTY, ALABAMA  
SHOPPING  
CENTER: CROW'S CORNER  
STOREROOM: 44,840 Square Feet

  
20021216000626660 Pg 1/10 5,434.00  
Shelby Cnty Judge of Probate, AL  
12/16/2002 09:47:00 FILED/CERTIFIED

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 27<sup>th</sup> day of November, 2002, by and between CROW MILLS, LLC, an Alabama limited liability company (hereinafter referred to as "Landlord") and PUBLIX ALABAMA, an Alabama limited liability company, (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Lease") of even date herewith; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

Crow Mills, LLC  
2012 6<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

2. Tenant. The name and address of Tenant are as follows:

Publix Alabama, LLC  
1936 George Jenkins Boulevard  
Lakeland, Florida 33815  
ATTN: John Frazier,  
President

3. Date of Lease. The Lease is dated as of the 27<sup>th</sup> day of November, 2002.

4. Commencement Date. The Commencement Date shall be the first to occur of the following two dates: (i) the date upon which Tenant shall open the Premises for business with the public; or (ii) the date which is forty-five (45) days after the date on which a Certificate of Substantial Completion is issued by Tenant's architect or Tenant's duly authorized representative; provided, however, irrespective of the date on which a Certificate of Substantial Completion is issued, the Commencement Date shall not occur prior to January 2, 2004, unless Tenant shall have opened the Premises for business with the public prior to such date.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and

(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for six (6) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Shopping Center. The Shopping Center shall consist of the Shopping Center Tract together with those buildings and Common Area improvements constructed from time to time on the Shopping Center Tract as such buildings and Common Area improvements are depicted on the Site Plan, including, without limitation, the Outbuilding. The Shopping Center shall at all times during the Term be known as Crow's Corner, or such other name as Landlord designates from time to time, provided Tenant's consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed.

7. Shopping Center Tract. That certain tract of real property, including the Outbuilding, as depicted on the Site Plan, and being more particularly described in Exhibit "B" attached hereto and incorporated herein.

8. Premises. The Premises consist of: (i) a Storeroom containing 44,840 square feet of interior ground floor area, (ii) the Sidewalk Area, and (iii) the Service Area, which Premises is substantially depicted and so designated and outlined in red on the Site Plan attached hereto as Exhibit "A" and by reference thereto incorporated herein.

9. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Shopping Center, which Article 16 is hereinafter reprinted.

#### 16. USE

16.01 Permitted Uses. Subject to the provisions of Paragraph 16.03 of this Lease, entitled "Prohibited Uses", Tenant shall have the right to use and occupy the Premises for any lawful purpose.

#### 16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center and the Outbuilding 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. The terms and provisions of the preceding sentence to the contrary notwithstanding, in the event Tenant opens the Premises for business with the public without an in-store pharmacy, or in the event Tenant ceases operating an in-store pharmacy, for reasons other than the permissible closures hereinafter enumerated, then the exclusive use right set forth in Item (ii) above shall terminate. For purposes of this Subparagraph 16.02(a), the term "permitted closure" shall be deemed to mean any such failure to commence conducting business, or cessation thereof, which is due to causes for which a failure to commence conducting business or cessation of conducting such business are excused under the terms and provisions of this Lease, including, without limitation, the following: (1) the failure of Landlord to commence or complete construction of the Premises; (2) alteration, repair, or restoration of the Premises; (3) interruption of utilities; (4) fire or other casualty; (5) default by Landlord; (6) eminent domain; (7) force majeure; or (8) failure to satisfy the contingencies set forth in Article 47 of this Lease, entitled "Contingency".

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of this Lease, entitled



"Exclusive Uses", to the contrary notwithstanding, occupants of the Shopping Center, as well as occupants of the Outbuilding and adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions", shall not be prohibited from engaging in the operation of: (i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises; (ii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes; (iii) a health food store or nutrition center, provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), candy store, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises; (iv) 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; PROVIDED, HOWEVER, the foregoing exception (iv) shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as WalMart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State of Alabama; (v) the operation of a convenience food store upon the outparcel owned by Landlord and adjacent to the Shopping Center Tract pursuant to the terms of an existing lease or occupancy agreement between Landlord and the current occupant of said outparcel (including said occupant's permitted successors and assigns) for so long as such lease or occupancy agreement remains in full force and effect and, upon expiration or termination of such lease or occupancy agreement, any convenience food store located thereon shall comply with the restrictions set forth in Item (iv) of this Paragraph 16.03(b); (vi) 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; and (vii) sale of food and beverage products for consumption off the premises, provided that the Leasable Floor Area devoted to the sale of such food and beverage products shall not exceed 500 square feet of such Leasable Floor Area.

16.03 Prohibited Uses.

(a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center, or which would violate the terms and provisions of Paragraph 16.03(b) of this Lease, entitled "Specific Prohibited Uses".

(b) Specific Prohibited Uses. Landlord hereby covenants and agrees that no other premises in the Shopping Center and the Outbuilding shall be used for the following "prohibited uses": a dry cleaning plant (provided drop-off, pick-up facility without on-premises dry cleaning service shall be a permitted use), 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, Landlord hereby covenants and agrees that no other premises in the Shopping Center located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the 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 three (3) restaurants and/or cocktail lounges, regardless of concept or parking intensive nature, shall be located within the Shopping Center and the Outbuilding combined.

16.04 Covenant Running with the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Shopping Center shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02 and 16.03(b) of this Lease, entitled "Exclusive Uses" and "Specific Prohibited Uses", respectively, for and during the Term. Landlord hereby covenants and agrees that in the event Landlord sells, transfers, or conveys all or any portion of the Shopping Center Tract, the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02 and 16.03(b) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Shopping Center Tract, which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. Upon expiration or termination of this Lease as herein permitted, such covenant shall likewise expire or terminate.

16.05 Enforcement. In the event any other tenant in the Shopping Center or successor in title of the Shopping Center Tract shall violate said exclusive use or prohibited use provisions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

10. Exclusive Uses of Other Tenants. Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Shopping Center, which Article 17 is hereinafter reprinted.



## 17. EXCLUSIVE USES OF OTHER TENANTS

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases entered into between Landlord and other tenants in the Shopping Center shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants shall not be applicable to Tenant or the Premises during the Term.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and hold Tenant harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant of any exclusive use rights contained in any lease between Landlord and any other tenant in the Shopping Center, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

11. Article 18 of the Lease establishes certain restrictions in respect to the outbuilding (the "Outbuilding"), and property adjacent to the Shopping Center, which Article 18 is hereinafter reprinted.

## 18. OUTBUILDING AND ADJACENT PROPERTY RESTRICTIONS

18.01 Outbuilding Restrictions. Landlord covenants and agrees that any buildings, pylon or monument signs constructed on the Outbuilding shall be subject to the following restrictions: (i) no more than one building shall be constructed on the Outbuilding, and the entrances to said building, or individual premises within said building shall be limited to no more than two (2) entrances on the side of the building parallel to the front of the Publix Storeroom (westerly side) and all other entrances to such building shall be located on the northwesterly corner or northerly side of said building; (ii) no building shall exceed one story in height (but may contain a parapet); (iii) no building shall exceed twenty-five (25) feet in height; (iv) the Leasable Floor Area of any building constructed on the Outbuilding shall not exceed 6,500 square feet of Leasable Floor Area, provided, in any event, such Leasable Floor Area shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of the Shopping Center Tract; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outbuilding shall not obstruct visibility in any material way of the Premises or the pylon or monument sign identifying the Shopping Center or Tenant; (vii) the Outbuilding or any buildings constructed thereupon shall not be used in violation of the exclusive rights granted to Tenant in Paragraph 16.02 of this Lease, entitled "Exclusive Uses", nor for any of the prohibited uses set forth in Paragraph 16.03 of this Lease, entitled "Prohibited Uses"; and (viii) in the event any improvements located on the Outbuilding shall be damaged or destroyed, and in the event the owner of the Outbuilding elects not to repair or restore such improvements, the Outbuilding owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain the Outbuilding (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area. More specifically, subject to the terms and provisions of Item (ii) of Paragraph 7.03(b) of this Lease, entitled "Parking Areas", all such rules, regulations, ordinances, or laws relative to parking requirements shall be complied with by providing the requisite size



and number of on-grade parking spaces within the boundaries of the Shopping Center Tract, without reduction in such size and 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. The Outbuilding shall have cross-parking rights on all parking areas on the Shopping Center Tract. Furthermore, the provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for purposes of this Paragraph 18.01, the Leasable Floor Area of any building constructed on the Outbuilding shall also be deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

18.02 Adjacent Property Restrictions.

(a) Adjacent Property of Landlord. If at any time during the Term, Landlord, or any entity in which Landlord owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Landlord, acquires real property adjoining or adjacent to the Shopping Center, Landlord covenants and agrees that: (i) such adjoining or adjacent property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use"; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such adjacent property shall not materially interfere with or alter the visibility of and public access to the Premises or the visibility of the Shopping Center pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; and (iv) any building constructed on outparcels located on such adjacent property and within 250 feet of the boundary of the Shopping Center shall comply with the restrictions set forth in Paragraph 18.01 of this Lease, entitled "Outbuilding Restrictions".

(b) Common Area Rights of Others. Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner of any real property adjoining or adjacent to the Shopping Center any rights, easements, or privileges in or to the Common Area of the Shopping Center, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord", or such other restrictions as Tenant shall approve in writing, during the Term of this Lease.

18.03 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions set forth in Paragraphs 18.01 and 18.02 of this Lease, entitled "Outbuilding Restrictions" and "Adjacent Property Restrictions", respectively, shall be deemed to constitute a covenant running with title to the Outbuilding or adjacent property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Outbuilding or adjacent property for and during the Term. Upon expiration or termination of this Lease as herein permitted, such covenant shall likewise expire or terminate. The restrictions set forth in Paragraphs 18.01 and 18.02 shall be manifested by filing for record a Memorandum of Lease and a Declaration of Restrictive Covenants encumbering the Outbuilding and the adjacent property.

18.04 Enforcement. In the event the owner of the Outbuilding or the adjacent property to which the restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall apply shall violate such restrictions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner. Furthermore, Tenant shall



have the right, but not the obligation, to pursue enforcement of said restrictions against such owner, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

18.05 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

12. Article 48 of the Lease confers upon Tenant certain rights to purchase the Shopping Center, which Article 48 is hereinafter reprinted.

#### 48. RIGHT OF FIRST OFFER

48.01 Right of First Offer. If Landlord decides to sell the Shopping Center, Landlord shall first offer to sell the Shopping Center to Tenant, and Landlord shall set forth, in writing, the price at which it would sell to Tenant (the "First Offer Price"). The offer shall be irrevocable for a period of thirty (30) days after Tenant receives the offer. Upon expiration of the thirty (30) day period, if Tenant has not accepted the offer, or if upon expiration of said thirty (30) day period an event of monetary default on the part of Tenant exists as contemplated by Paragraph 22.01(a) of this Lease, entitled "Monetary Default" and remains uncured, then Tenant shall be deemed to have waived its right to purchase at the First Offer Price, and Landlord shall have the right to sell the Shopping Center to any third party, provided that the sales price to a third party is not less than ninety-five percent (95%) of the First Offer Price set forth in writing to Tenant. Should Landlord receive an offer and decide to accept an offer that is less than ninety-five percent (95%) of the First Offer Price offered to Tenant, Landlord shall notify Tenant with a copy of the third party offer, and Tenant shall have the right to purchase the Shopping Center on the same terms as the third party's offer by giving Landlord written notice of exercise of such right within thirty (30) days of receipt of notice of the third party's offer. After expiration of the thirty (30) day period, if Tenant shall not have accepted the offer, Tenant shall be deemed to have waived its right to purchase on the terms of the third party's offer, and Landlord shall have the right to sell the Shopping Center to the third party and, upon request of Landlord, Tenant agrees to deliver to Landlord a written acknowledgment of the waiver by Tenant of said right to purchase. For purposes of this Paragraph 48.01, it is understood and agreed that any offer need not be in the form of a fully negotiated purchase contract but may rather be in the form of a reasonably detailed letter of intent which addresses at a minimum, purchase price, method of payment, time for closing, and significant conditions to closing. This right of first offer shall not apply to transfers between Landlord and affiliated or related companies or between Landlord and members and shareholders of Landlord or family trusts. This right of first offer shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise. In the event of any foreclosure or acquisition of the Shopping Center by a lender or purchaser through a lender by foreclosure or by deed in lieu of

foreclosure, this Paragraph 48.01 shall thereafter be null and void and of no further force and effect. This right of first offer shall not pertain to transfers of ownership interests in Landlord. This right of first offer shall not pertain to transfers in connection with a condemnation or under threat of condemnation. This right of first offer shall not apply to leases or transfers of a portion of the Shopping Center which does not include the Publix Storeroom. This Right of First Offer shall not inure to the benefit of any assignee or subtenant of Tenant of all or a portion of Tenant's interest in this Lease or the Premises.

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

LANDLORD:

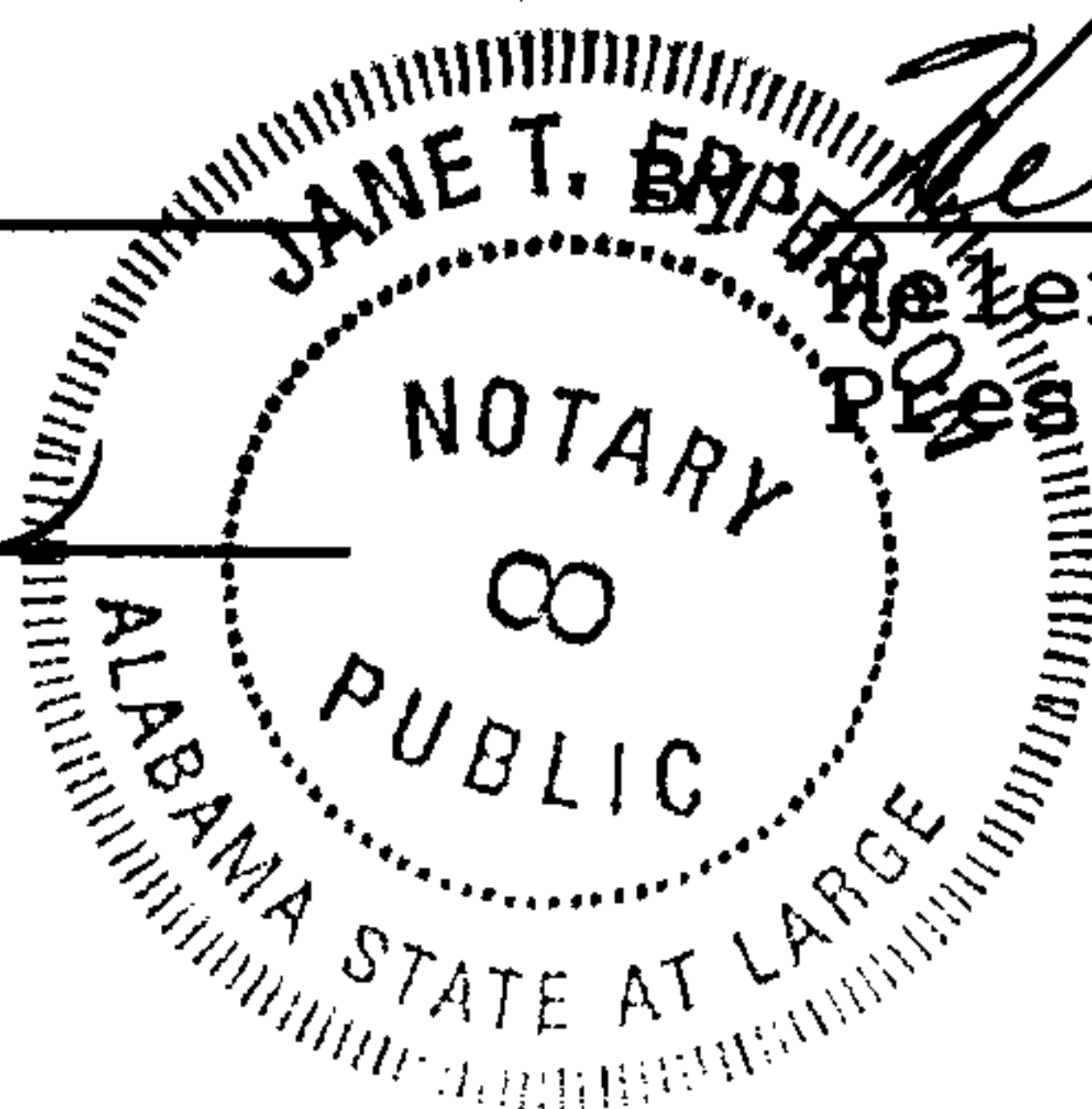
Signed, sealed and delivered  
in my presence this 20 day  
of November, 2002.

CROW MILLS, LLC, an Alabama  
limited liability company

Blay G. P.  
Witness

Jane T. Epperson  
Notary Public

My Commission Expires JAN. 15, 2004



Helen Crow Mills (SEAL)  
Helen Crow Mills,  
President

TENANT:

Signed, sealed and delivered  
in my presence this 21 day  
of November, 2002.

PUBLIX ALABAMA, LLC, an Alabama  
limited liability company

Debbie Walker  
Witness Debbie Walker

By: John Frazier  
John Frazier,  
President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 21st day of November, 2002, by JOHN FRAZIER, President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of said company. He is personally known to me.

Lisa Marie Clarke  
Notary Public

My Commission Expires:

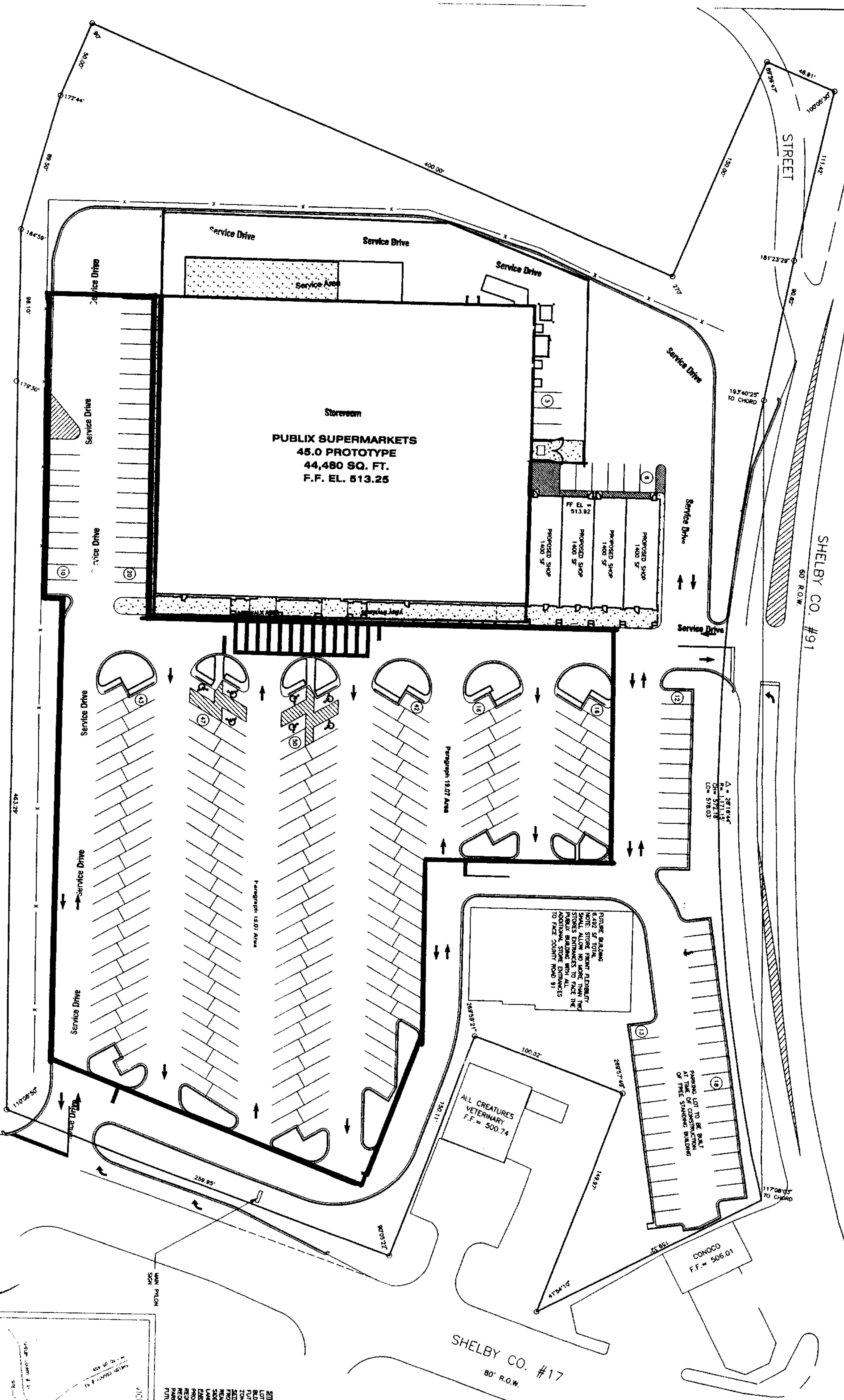


Lisa Marie Clarke  
MY COMMISSION # CC990383 EXPIRES  
December 26, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

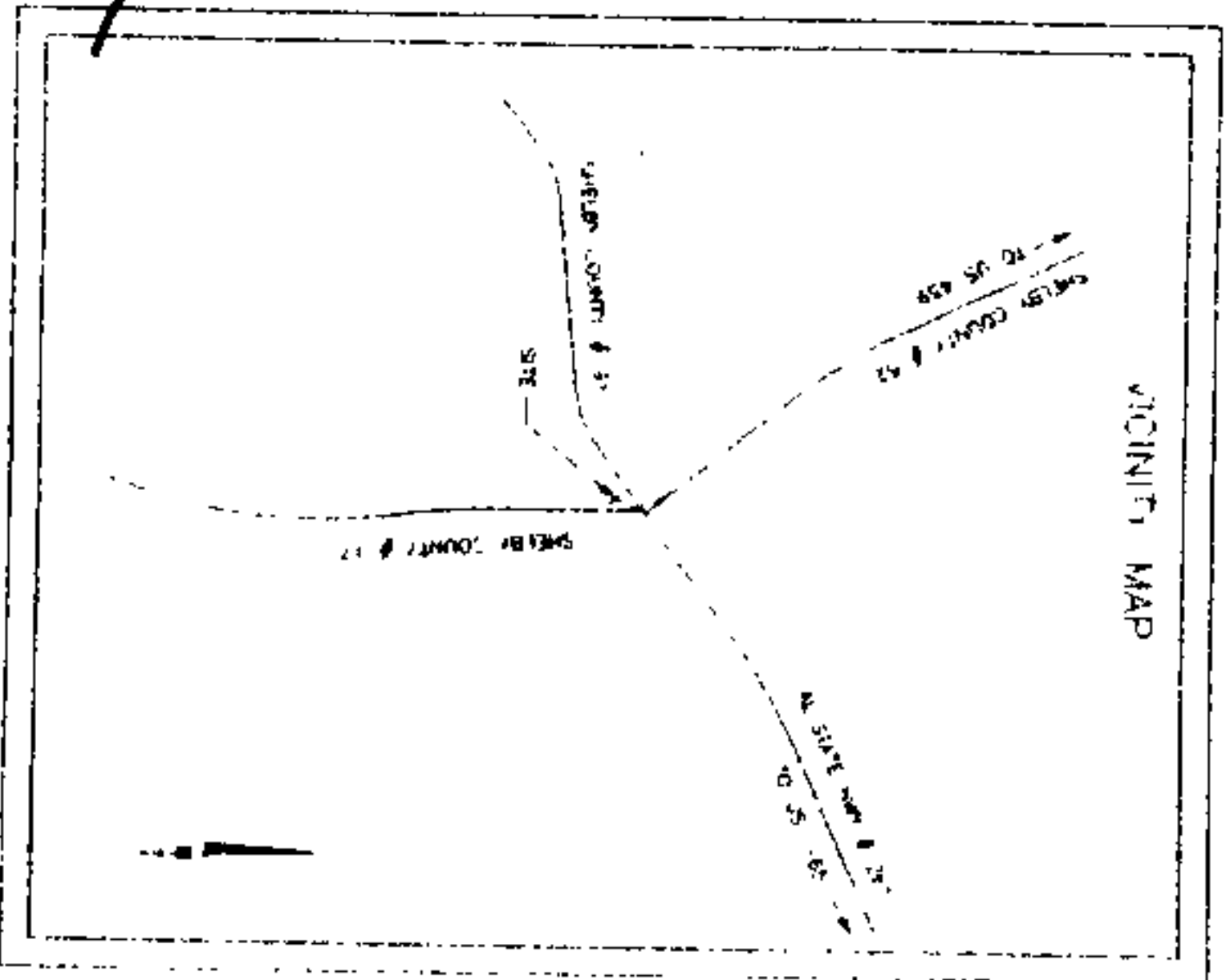
Prepared by:

Jay Y. McClure  
Jay Y. McClure  
McClure & McClure, LLC  
1708 Peachtree Street  
Suite 450  
Atlanta, Georgia 30309  
404-888-0160





*Handwritten signature: JCM*



**SITE DATA INFO:**  
LOT SIZE: 20.686 AC (1.1 AC)  
BLDG SIZE: 20,440 SF  
FUTURE BLDG SITE: 54,832 SF  
ZONING: M-1  
REQUIREMENTS: SEE  
PROPOSED PARKING SPACES: 208  
REQUIREMENTS: SEE  
REQUIREMENTS: SEE  
FUTURE PARKING RATIO: 2.20/1,000 SF

**EXHIBIT (A)**

# CROW'S CORNER SHOPPING CENTER

CROW REALTY



STORE NO.:	_____
SITE:	CR 91 AND CR 17, HELENA, SHELBY COUNTY, ALABAMA
SHOPPING CENTER:	CROW'S CORNER
STOREROOM:	44,840 Square Feet

EXHIBIT "B"

Shopping Center Tract Legal Description

A parcel located in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 21, Township 20 South, Range 3 West of the City of Helena, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner, also known as the Point of Beginning, of Lot 1, Block 3 according to the survey of Shelena Estates as recorded in Map Book 4, Page 25 in the office of the Judge of Probate of Shelby County. Thence travel north along the east boundary of Benton Street a distance of 46.91 feet to the South right-of-way line of Shelby County Road #91; thence turn a interior angle  $100^{\circ}05'30''$  and run in a Easterly direction along said right-of-way for a distance of 111.42 feet; thence turn an interior angle  $181^{\circ}23'29''$  and run in an Easterly direction for a distance of 90.82 feet to the beginning of a curve to the left having a radius of 1,171.15 feet, interior angle of  $28^{\circ}16'44''$ , arc length of 578.03 feet; thence turn an interior angle to the chord of said curve  $193^{\circ}40'25''$  and run along said chord for a distance of 572.18 feet; thence turn an interior angle from chord  $117^{\circ}08'03''$  and run in a Southerly direction for a distance of 159.32 feet; thence turn an interior angle  $41^{\circ}54'10''$  and run in a Westerly direction for a distance of 149.97 feet; thence turn an interior angle  $269^{\circ}57'49''$  and run in a Southerly direction for a distance of 100.02 feet; thence turn an angle  $269^{\circ}59'21''$  and run in an Easterly direction for a distance of 150.11 feet; thence turn an angle  $90^{\circ}05'22''$  and run in an Southerly direction for a distance of 259.95 feet; thence turn an angle  $110^{\circ}08'50''$  and run in an Westerly direction for a distance of 463.29 feet; thence turn an interior angle  $179^{\circ}30'$  and run in an Westerly direction for a distance of 96.10 feet; thence turn an interior angle  $164^{\circ}59'00''$  and run in an Westerly direction for a distance of 89.50 feet; thence turn an interior angle  $172^{\circ}44'00''$  and run in an Westerly direction for a distance of 50.00 feet; thence turn an interior angle  $90^{\circ}00'00''$  and run in a Northerly direction for a distance 400.00 feet; thence turn an interior angle  $270^{\circ}00'00''$  and run in a Westerly direction for a distance of 105.00' to the Point of Beginning. Said Parcel contains 7.0 acres more or less.