

Deed Tax: \$.50

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Daniel R. Paulsen
Levick, Timm & Garfinkel, LLC
770 Lake Cook Road, Suite 150
Deerfield, IL 60015



20080723000296710 1/6 \$26.50
Shelby Cnty Judge of Probate, AL
07/23/2008 10:14:16AM FILED/CERT

#500⁰⁰ MCM.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT ("Agreement") is made by and between R.K.M. Helena, LLC, an Alabama limited liability company ("Grantor") and Fallston Homeowners Association, Inc., an Alabama corporation (the "Association") as of

July 16, 2008.

Recitals:

A. Grantor is the owner of a certain parcel of land in the City of Helena, County of Shelby and State of Alabama, legally described in Exhibit A attached hereto (the "Property").

B. The Association currently owns and maintains a sign and appurtenant electrical facilities on the Property (the "Existing Sign").

C. Grantor wishes to grant and the Association wishes to receive certain easements, in, upon, over and across the Property for the benefit of the Association, all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

1. **Grant of Easement.** Grantor hereby grants, gives and conveys to the Association a non-exclusive easement over, across, under and through the Property to erect and maintain a sign in the area as shown on Exhibit B attached hereto ("Sign Area") and for ingress and egress to and from the Sign Area, and to permit the Association's use of the Sign Area for the other purposes stated in this grant of easement.

2. **Use of Sign Area.** The Association shall have the right to use the Sign Area to erect, maintain, improve, repair or replace an identification sign (the "Sign") of a size, material, design and location acceptable to Grantor (provided, the Existing Sign is hereby approved by Grantor) solely for the purpose of identifying the Association's residential development. The Association may not advertise or promote any products or services on the Sign. Notwithstanding anything contained in this Agreement to the contrary, the Association's right of access to and from the Sign Area across, upon, and over the

Property shall be limited to reasonable access across the walkways, drives and roads on the Premises as the same may exist from time to time. The Association shall provide to Grantor reasonable notice prior to performing any installation, maintenance or repair work on the Sign. Any such work that maybe disruptive to use or operations on Property shall be performed at hours or days that are acceptable to Grantor so as to avoid any such disruption of the businesses located on the Property.

3. ***Repair and Maintenance.*** The Association shall maintain the Sign in good condition and repair at its sole cost and expense.

4. ***Covenants of the Association.*** The Association will forever indemnify, hold Grantor harmless for, and defend Grantor (with counsel acceptable to Grantor) from and against any claims, losses, causes of action, suits, injuries or damages which arise from the Association's, its agents', employees' or invitees' acts or omissions or arising out of or connected directly or indirectly with the use of the easement herein granted and will indemnify, hold harmless and defend Grantor for any losses, injuries or damage suffered or asserted against Grantor due to any such claims, losses, causes of action, suits, injuries or damages. The Association shall indemnify, hold Grantor harmless and defend Grantor from all mechanics' and materialmen's claims of liens arising out of or in connection with the Sign Area or any additional work undertaken under the grant of this Agreement and upon request of Grantor, and without limiting Grantor's remedies as a result thereof, the Association shall file a bond or other undertaking provided by law for the removal or discharge thereof in form and substance satisfactory to Grantor.

5. ***Compliance with Laws.*** The Association shall comply with all applicable ordinances, statutes, regulations and all other local, state and federal laws applicable to the Sign Area and any sign it places thereon, including the maintenance and repair thereof.

6. ***Release of Easement.*** The Association herein may terminate this Agreement by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto whereupon all rights, duties and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.

7. ***Notices.*** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail, as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: R.K.M. Helena, LLC
100 2nd Avenue South
Suite 204 N
St. Petersburg, FL 33701

If to Association: Falliston Homeowners Association, Inc.
P. O. Box 512
Helena, AL 35080

8. **No Assignment by Association.** The Association may not transfer or otherwise assign any of its rights or interest granted under this Agreement, and any purported assignment shall be null and void and shall entitle Grantor to terminate this Agreement and the easement hereby granted.

9. **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Association have executed this Agreement as of the date first set forth above.

FALLISTON HOMEOWNERS ASSOCIATION, INC.,
an Alabama corporation

By: Dennis Lavercombe
Dennis Lavercombe, President

ATTEST:
By: Janice Lavercombe

GRANTOR,
R.K.M. Helena, LLC
By: William C. Lloyd

ATTEST:
By: Janice Lavercombe

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DENNIS LAVERCOMBE, whose name as President of FALLISTON HOMEOWNERS ASSOCIATION, INC., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 this the 23rd day of July 2008.

Michael C. Martin
NOTARY PUBLIC
My Commission Expires: 6-8-2012

FLORIDA
STATE OF ~~ALABAMA~~

COUNTY OF PINELLAS

20080723000296710 4/6 \$26.50
Shelby Cnty Judge of Probate, AL
07/23/2008 10:14:16AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM C. LLOYD, whose name as President of R.K.M. HELENA, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer 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 the 16TH day of JULY
2008.



Marcia L. Simmons
Commission # DD544386
Expires May 2, 2010
Bonded Troy Fain - Insurance, Inc 800-385-7019

Marcia L. Simmons
NOTARY PUBLIC
My Commission Expires: MAY 2, 2010

EXHIBIT A
Legal Description of Property

Part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, containing 1.95 Acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand, said rebar being the point of beginning of the parcel herein described; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minutes 52 seconds and run in a Southwesterly direction for a distance of 154.99 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 second and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle 89 degrees 44 minutes 09 second (89 degrees 26 minutes 40 seconds – Deed) and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 62.65 feet to a #5 rebar and being a point of reverse curve, said latest curve being in a Northwesterly direction and having a central angle of 17 degrees 34 minutes 27 second and a radius of 275.0 feet and the arc of said curve being the Southeast right of way line of Squire Drive and then run in a Northeasterly direction along the arc of the said curve and along the Southeasterly right of way line of Squire Drive for a distance of 84.35 feet to an existing iron rebar set by Amos Cory and being the Southwest Corner of Lot 7, Falliston First Sector; thence turn an angle to the right of 58 degrees 03 minutes 22 second from the chord of the last mentioned curve and run in an Easterly direction along the South Line of Lot 7, Falliston First Sector for a distance of 96.96 feet (96.78 feet – Deed) to an existing #4 rebar set by Farmer; thence turn an angle to the right of 40 degrees 29 minutes 27 seconds (40 degrees 27 minutes 30 seconds - Deed) and run in a Southeasterly direction along the Southwest line of Lot 8 and also the Southwest Line of Lot 24-A of said Falliston Subdivision for a distance of 308.66 feet, more or less, to the POINT OF BEGINNING.

LESS & EXCEPT

A twenty (20) foot strip of land lying on the northeast side of Shelby County Highway #52, being located in part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, containing 0.20 acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minute 52 seconds and run in a Southwesterly direction for a distance of 134.98 feet to the point of beginning of the parcel herein described; thence continue the same course for a distance of 20.01 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 seconds and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of 61 degrees 57 minutes 41 seconds and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 43.26 feet; thence turn an angle to the right of 150 degrees 56 minutes 36 seconds from the chord of the last mentioned curve and run in a Southeasterly direction for a distance of 449.76 feet, more or less, to the POINT OF BEGINNING.

EXHIBIT B
Sign Area

Part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, containing 285 Square Feet, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a westerly direction along the south line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand; thence turn a deflection angle to the right of $42^{\circ} 02' 02''$ and run in a northwesterly direction along the southwestern line of said Lot 24-A and also the southwest line of Lot 8, Falliston First Sector, for a distance of 308.66 feet; thence turn a deflection angle to the left of $40^{\circ} 29' 27''$ and run in a westerly direction along Lot 7, Falliston First Sector, for a distance of 77.90 feet to the POINT OF BEGINNING of the Sign Easement herein described; thence leaving said southern boundary line of Lot 7, Falliston First Sector, turn a deflection angle to the left of $90^{\circ} 00' 00''$ and run in a southerly direction for a distance of 5.98 feet; thence turn a deflection angle to the right of $50^{\circ} 53' 58''$ and run in a southwesterly direction for a distance of 14.92 feet; thence turn a deflection angle to the right of $26^{\circ} 56' 50''$ and run in a southwesterly direction for a distance of 5.77 feet; thence turn a deflection angle to the right of $44^{\circ} 23' 19''$ and run in a northwesterly direction for a distance of 8.65 feet to the southeastern right of way of Squire Drive (50 foot right of way) said point being on a curve to the left having a radius of 275.00 feet and an Arc Length of 13.18 feet with a Delta angle of $2^{\circ} 44' 44''$; thence turn a deflection angle to the right of $82^{\circ} 17' 39''$ to the chord of said curve and run along said chord a distance of 13.18 feet to the said southern boundary line of Lot 7, Falliston First Sector; thence leaving said right of way turn a deflection angle to the right of $65^{\circ} 28' 14''$ and run in an easterly direction along said boundary line of Lot 7, Falliston First Sector, for a distance of 19.06 feet to the POINT OF BEGINNING of the Sign Easement herein described.