


THIS INSTRUMENT WAS PREPARED BY:
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Baker Donelson Bearman Caldwell & Berkowitz PC
420 North 20th Street, Ste. 1600
Birmingham, Alabama 35203


20090305000081370 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
03/05/2009 03:11:56PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

EASEMENT FOR SIGNAGE

KNOW ALL MEN BY THESE PRESENTS, that **FIRST FINANCIAL BANK**, an Alabama corporation ("**Grantor**"), for and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to **CALERA CROSSINGS, LLC**, an Alabama limited liability company, and its successors and assigns (collectively, "**Grantee**"), a permanent, non-exclusive right and easement for signage (the "**Easement**") over, across and upon certain real property of the Grantor situated in Shelby County, Alabama, and more particularly described on **Exhibit "A"** attached hereto (the "**Easement Area**").

Said Easement is granted for the installation, construction, operation, maintenance, repair and/or replacement of a pole or pylon sign structure, not to exceed forty feet (40') in height, and related signage for a Publix grocery store or any other anchor tenant within a retail shopping center development located or to be located on certain property owned by Grantee and legally described on **Exhibit "B"** attached hereto (the "**Shopping Center Parcel**"), which Shopping Center Parcel lies north of the Easement Area. The signage rights herein granted to Grantee include the right at Grantees' option to include the name of the shopping center on any sign structure erected and maintained within the Easement Area pursuant to the grant of the Easement herein.

In addition, Grantee hereby is granted all of the rights and privileges necessary or convenient for the full use and enjoyment of the Easement and related signage rights herein granted, including without limitation: reasonable rights of ingress and egress to and from, together with a temporary construction easement for placement of permitted signage within and upon, the Easement Area; the right to install, construct, maintain, operate, repair, replace and remove supporting structures, pipes, electrical wiring, conduits, lighting and any other related facilities in, on, above and beneath the surface of the Easement Area as necessary to operate the permitted signage within the Easement Area; and the right to grade, drain, fill, pave, excavate, landscape and otherwise improve the surface and subsurface of the Easement Area in connection therewith.

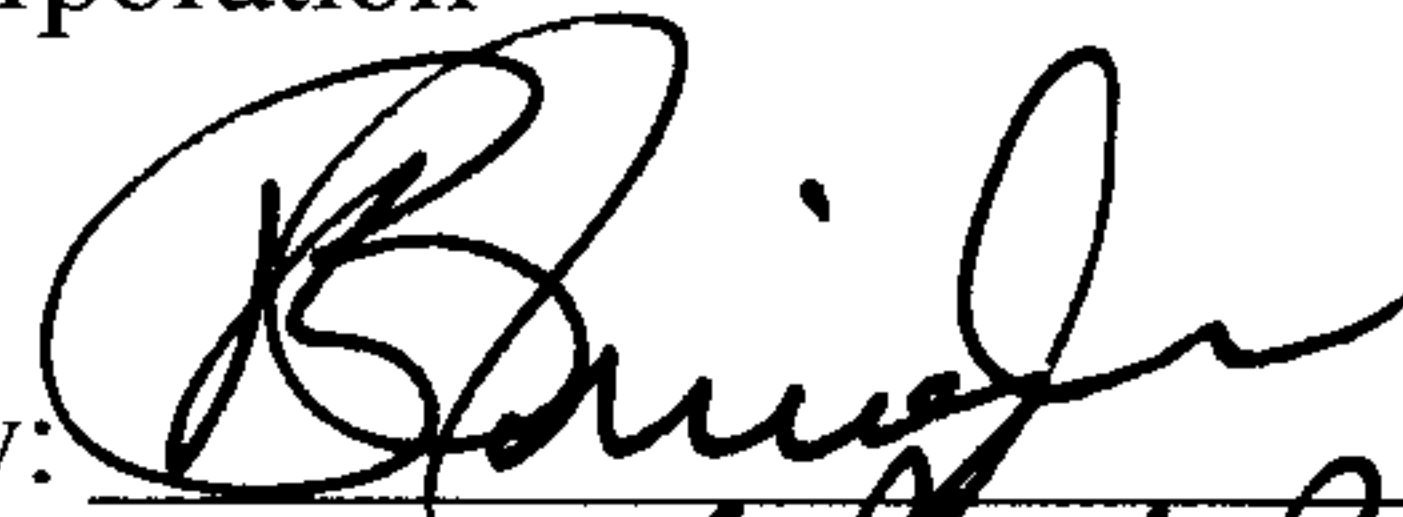
TO HAVE AND TO HOLD the same to the said Grantee, forever, subject to the following:

1. Grantee shall have the continuing obligation to maintain any sign structure constructed in the Easement Area.
2. Grantor hereby reserves the right to approve in advance the design of any sign structure (including color and lighting) to be constructed in the Easement Area, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer on this 27th day of FEBRUARY, 2009.

GRANTOR:

FIRST FINANCIAL BANK, an Alabama corporation

By: 

Print Name: W. PAUL PROVINCE, JR.


Its: VICE PRESIDENT LENDING

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. Paul Province, Jr, whose name as Vice President Lending of **FIRST FINANCIAL BANK**, an Alabama 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/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 27th day of February, 2009.


Notary Public

My Commission Expires: 5-24-11

(Notary Seal)

EXHIBIT A

Legal Description of Easement Area

A sign easement 15' x 30", being more particularly described as follows:

Commence at a 3 inch capped iron found locally accepted to be the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North 01 degrees, 10 minutes, 29 seconds East along the East line of said Section 33 for a distance of 468.18 feet to a 2 inch open top iron found; thence run North 87 degrees, 44 minutes, 46 seconds West for a distance of 1,067.05 feet to a one half inch rebar found; thence run North 89 degrees, 21 minutes, 49 seconds West for a distance of 805.43 feet to the point of beginning; thence run South 00 degrees, 38 minutes, 11 seconds West for a distance of 15.00 feet to a point; thence run North 89 degrees, 21 minutes, 49 seconds West for a distance of 30.00 feet to a point; thence run North 00 degrees, 38 minutes, 11 seconds East for a distance of 15.00 feet to a point; thence run South 89 degrees, 21 minutes, 49 seconds East for a distance of 30.00 feet to the point of beginning.



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EXHIBIT B

Description of Shopping Center Parcel

Commence at a 3 inch capped iron found locally accepted to be the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North 01 degrees, 10 minutes, 29 seconds East along the East line of said Section 33 for a distance of 468.18 feet to a 2 inch open top iron found; thence run North 87 degrees, 44 minutes, 46 seconds West for a distance of 596.15 feet to an iron pin set at the point of beginning; thence continue North 87 degrees, 44 minutes, 46 seconds West for a distance of 470.90 feet to a one half inch rebar found; thence run North 89 degrees, 21 minutes, 49 seconds West for a distance of 959.20 feet to a Shiflett Capped Iron found; thence run North 00 degrees, 00 minutes, 07 seconds West for a distance of 263.28 feet to an iron pin set; thence run South 89 degrees, 48 minutes, 23 seconds East for a distance of 162.92 feet to an iron pin set; thence run North 04 degrees, 37 minutes, 59 seconds East for a distance of 335.64 feet to an iron pin set; thence run South 89 degrees, 19 minutes, 36 seconds East for a distance of 279.61 feet to an iron pin set; thence run North 04 degrees, 37 minutes, 59 seconds East for a distance of 200.45 feet to an iron pin set on the South right-of-way of Alabama Highway No. 70 said iron pin set also being on a curve to the right, having a central angle of 14 degrees, 15 minutes, 33 seconds, a radius of 1,403.43 feet, a chord bearing of South 87 degrees, 33 minutes, 59 seconds East and a chord of 348.37 feet; thence run in a Southeasterly direction along the arc of said curve and also along said South right-of-way line for a distance of 349.27 feet to an iron pin set; thence run South 80 degrees, 26 minutes, 15 seconds East along said South right-of-way line for a distance of 512.62 feet to an iron pin set; thence run South 10 degrees, 28 minutes, 18 seconds West for a distance of 443.20 feet to a half inch rebar found; thence run South 89 degrees, 37 minutes, 38 seconds East for a distance of 142.37 feet to an iron pin set; thence run South 00 degrees, 25 minutes, 12 seconds East for a distance of 201.30 feet to an iron pin set on a curve to the left, having a central angle of 87 degrees, 19 minutes, 33 seconds, a radius of 25.00 feet, a chord bearing of South 44 degrees, 04 minutes, 59 seconds East and a chord of 34.52 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 38.10 feet to an iron pin set; thence run South 87 degrees, 44 minutes, 46 seconds East for a distance of 5.69 feet to an iron pin set; thence run South 02 degrees, 33 minutes, 15 seconds West for a distance of 60.00 feet to the point of beginning; Said parcel containing 20.56 acres, more or less.

Shelby County, AL 03/05/2009
State of Alabama

Deed Tax: \$.50