

Send Tax Notice To:
The City of Calera
10947 Highway 25
Calera, Alabama 35040

STATE OF ALABAMA)
)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration, in hand paid by **THE CITY OF CALERA**, an Alabama municipal corporation (the "**Grantee**"), to the undersigned **CALERA CROSSINGS, LLC**, an Alabama limited liability company (the "**Grantor**"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee all that certain real property situated in the City of Calera, Shelby County, Alabama and more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said Property; subject, however, to the matters set forth on **Exhibit "B"** attached hereto and made a part hereof (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever. And Grantor does for itself and its successors and assigns, covenant that, subject to the Permitted Exceptions, Grantor will and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

[Acknowledgement on following page]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed on this
27th day of February, 2009.

GRANTOR:

CALERA CROSSINGS, LLC, an Alabama
limited liability company

By: [Signature]
Print Name: William Murray Legg
Its: Manager

By: [Signature]
Print Name: Donald P. Kelly, Jr.
Its: Manager

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby
certify that William Murray Legg, whose name as Manager of **CALERA CROSSINGS, LLC**, an
Alabama limited liability company, is signed to the foregoing Statutory Warranty Deed and who is
known to me, acknowledged before me on this day that, being informed of the contents of said
Statutory Warranty Deed, he/she, in his/her capacity as such Manager and with full authority,
executed the same voluntarily for and as the act of said limited liability company on the day the
same bears date.

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

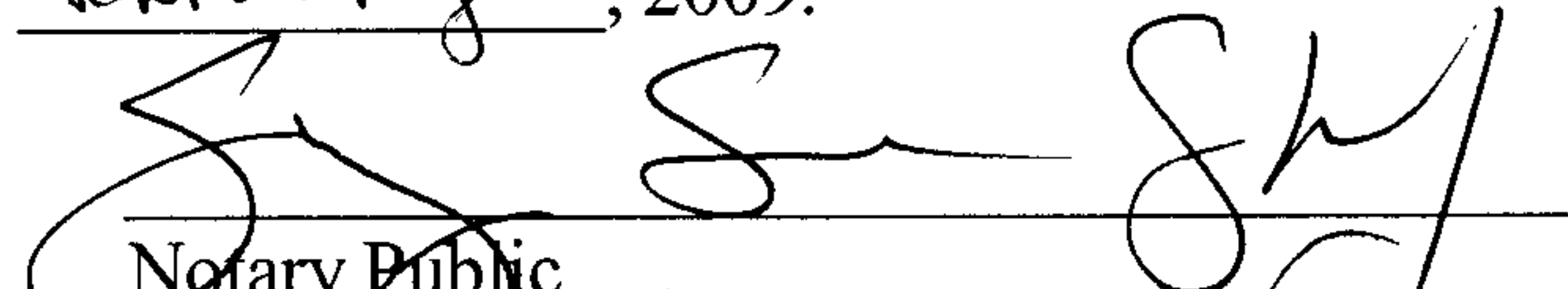
[Signature]
Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2011

(Notary Seal)

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Donald P. Kelly, Jr., whose name as Manager of **CALERA CROSSINGS, LLC**, an Alabama limited liability company, is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Statutory Warranty Deed, he/she, in his/her capacity as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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


Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2011

(Notary Seal)

THIS INSTRUMENT PREPARED BY:

Ryan C. Stewart
Baker, Donelson, Bearman, Caldwell & Berkowitz
420 North 20th Street,
Suite 1600, Wachovia Tower
Birmingham, Alabama 35203-5202

EXHIBIT A

DESCRIPTION OF PROPERTY

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.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Ad valorem taxes for tax year 2009 and subsequent years;
2. Easement to the City of Calera, recorded in Deed Book 275, page 641, in the Probate Office of Shelby County, Alabama;
3. Less and except any portion within the right of way of a public road;
4. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 99, page 465; Deed Book 203, page 553, in the Probate Office of Shelby County, Alabama (said easements are limited to those shown on the survey by Surveying Solutions, Inc. dated June 9, 2008, as last revised);
5. Easement to Alabama Power Company as shown by instrument recorded in Real 224, page 597, in the Probate Office of Shelby County, Alabama (said easement is limited to that shown on the survey by Surveying Solutions, Inc. dated June 9, 2008, as last revised);
6. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 130, page 154; and Deed Book 239, page 212, in the Probate Office of Shelby County, Alabama (said easements are limited to those shown on the survey by Surveying Solutions, Inc. dated June 9, 2008, as last revised);
7. 30' Easement as shown on Map Book 36, page 62, in the Probate Office of Shelby County, Alabama;
8. Easement to the City of Calera, recorded in Instrument No. 20040310000121920, in the Probate Office of Shelby County, Alabama;
9. Right of way granted to Alabama Power Company recorded in Deed Book 99, page 465, in the Probate Office of Shelby County, Alabama (said easement is limited to that shown on the survey by Surveying Solutions, Inc. dated June 9, 2008, as last revised);
10. Easements as granted to parties set forth in deeds recorded in Instrument No. 20060809000386910, Instrument No. 20030922000637270 and Instrument No. 20070604000257180, in the Probate Office of Shelby County, Alabama;
11. Pump Station Easement as shown by Map Book 36, page 62, in the Probate Office of Shelby County, Alabama and as shown on the survey by Surveying Solutions, Inc. dated June 9, 2008, as last revised;

12. That certain Easement for Signage granted by First Financial Bank to Calera Crossings, LLC, to be recorded simultaneously with this Statutory Warranty Deed;
13. That certain easement to use the asphalt drive running along the southern line of Parcel IIIA, as granted by First Financial Bank in favor of Porter Bridge Loan Company, by Statutory Warranty Deed to be recorded simultaneously with this Statutory Warranty Deed;
14. Agreement of Easements, Covenants, Conditions and Restrictions between Calera Crossings, LLC and James L. Lane, to be recorded simultaneously herewith, in the Probate Office of Shelby County, Alabama; and
15. Memorandum of Lease between Calera Crossings, LLC (Landlord) and Publix Alabama, LLC (Tenant), dated August 4, 2008, as amended by First Amendment to Memorandum of Lease, all as recorded simultaneously herewith in the Probate Office of Shelby County, Alabama.