

This Instrument was prepared by:

Courtney H. Mason, Jr., attorney-at-law
P. O. Box 381208
Birmingham, Alabama 35238

State of Alabama
County of Shelby



20120307000080580 1/6 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2012 01:14:42 PM FILED/CERT

**Identification of the Location of 280 Driveway and 39 Driveway
And Grant of Easements for Lots 8 & 9 and Common Area in Chelsea Crossroads**

This Agreement is made this 21st day of February, 2012, by Chelsea- Selig, L.L.C., an Alabama limited liability company ("Assignee Declarant") and Chelsea Crossroads, L.L.C. . An Alabama Limited Liability Company solely owned by 280 Properties, L.L.C. also an Alabama limited Liability Company ("Assignor Declarant").

WITNESSETH:

Whereas, Assignor Declarant is the original "Declarant" under that certain Declaration of Restrictions, Covenants, and Grant of Easement Dated December 15, 2009 and recorded as instrument No. 20091216000461130 in the Office of the Judge of Probate of Shelby County, Alabama (as amended and supplemented from time to time, the "Declaration".)

Whereas, Assignor Declarant entered into that certain Assignment of Declarant's interest under the Declaration dated the 16th day of December, 2009 and recorded as instrument No. 20091216000461160 in the Office of the Judge of Probate of Shelby County, Alabama in which Assignor Declarant assigned its rights and obligations as the Declarant under the Declaration to Assignee Declarant and Assignee Declarant assumed all of Assignor Declarant's obligations under the Declaration.

Now therefore, in consideration of the Recitals, Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereto agree as follows:

1. The Declaration defines "280 Driveway" in paragraph 1.6.1 thereof as follows:

"280 Driveway" shall be the portion of the Common Area consisting of the paved driveway including landscaped areas that provides access from the Shopping Center to the adjoining dedicated rights-of-way, specifically U.S. Highway 280 and Shelby County Road 280 as depicted and so designated on the Site Plan.

2. The Declaration defines "39 Driveway" in paragraph 1.6.2 thereof as follows:

"39 Driveway" shall be the portion of the Common Area consisting of the paved driveway including landscaped areas that provides access from the Shopping Center to the adjoining dedicated rights-of-way, specifically Shelby County Road 39 as depicted and so designated on the Site Plan.

3. The Site Plan attached as Exhibit "A" to the Declaration is unclear as to the location of the "280 Driveway" and the "39 Driveway"; accordingly, the parties hereto desire to more clearly show the locations of the 280 Driveway and the 39 Driveway as they are shown and depicted in the exhibit attached to this Agreement as Exhibit "A". Assignor Declarant and Assignee Declarant hereby agree that the 280 Driveway and the 39 Driveway are correctly depicted in the attached Exhibit "A" attached to this Agreement and are the access easements for the Shopping Center Tract and the Phase II Tract as defined in the Declaration.
4. Assignee Declarant hereby acknowledges and declares and does hereby grant, bargain, sell and convey, unto Chelsea Crossroads, L.L.C. and its successors and assigns, for the benefit of the Phase II Tract, as defined in the Declaration (which as of the date of this Agreement has been resurveyed as Lot 8, Lot 9 and Common Area, as shown in the recorded map of Chelsea Crossroads recorded in Map Book 41, Pages 109A and B in the Office of the Judge of Probate of Shelby County, Alabama), a non-exclusive and perpetual right, privilege and easement for vehicular and pedestrian access, ingress and egress over and across the 280 Driveway and the 39 Driveway, as described and more particularly identified in this Agreement, and as further described in Article 6.2 of the Declaration. Said grant of easement shall be for the benefit of the Phase II Tract (which has been resurveyed as said Lot 8, and Lot 9, and Common Area) and any resurvey or subdivision thereof, and shall run with the land. To have and to hold unto Chelsea Crossroads, L.L.C., its successors and assigns forever.
5. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

In witness whereof, Assignor Declarant and Assignee Declarant have executed this Agreement on the date set out above.

SIGNATURES ON FOLLOWING PAGES

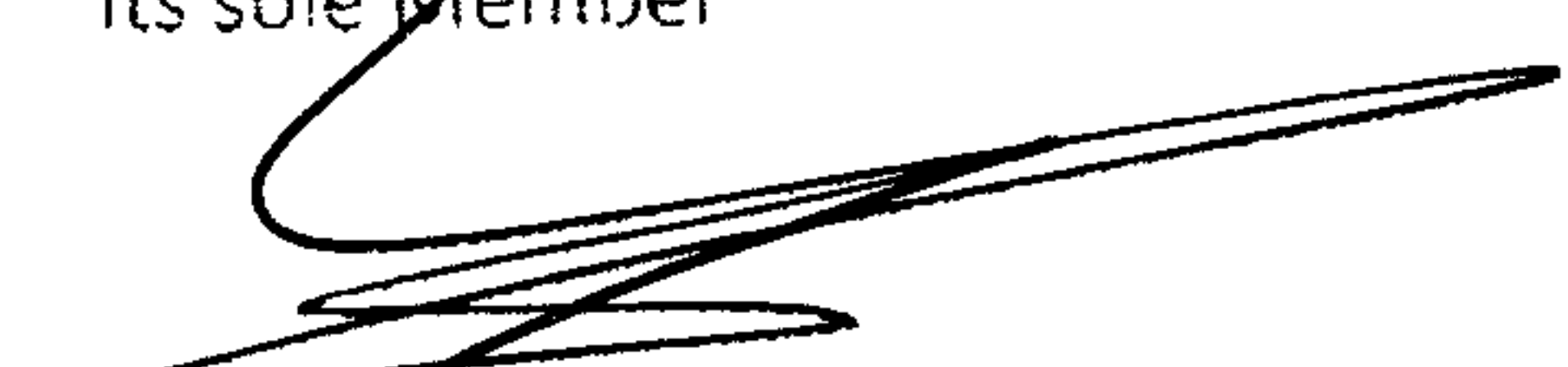


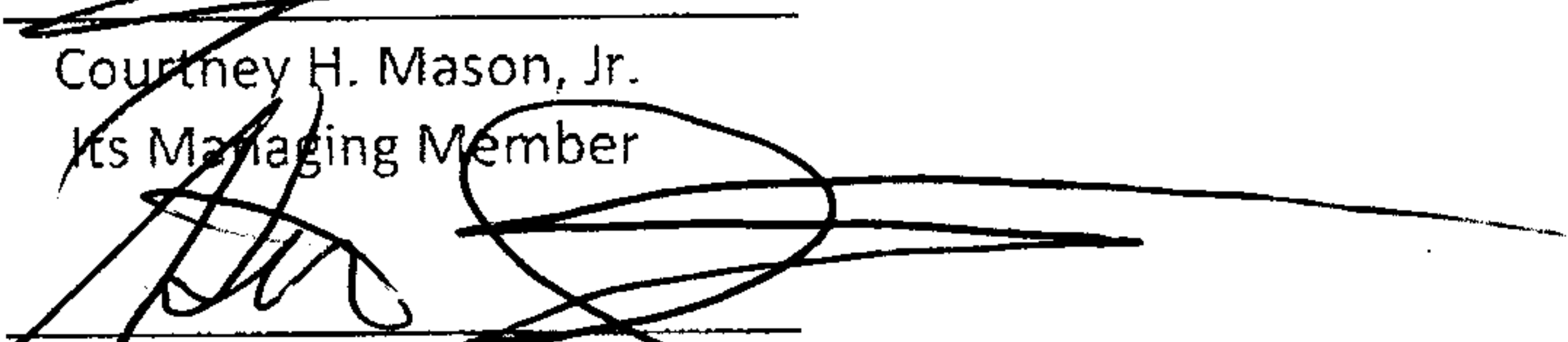
20120307000080580 2/6 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2012 01:14:42 PM FILED/CERT

Assignor Declarant:

Chelsea Crossroads, L. L. C.,
An Alabama limited liability company

By: 280 Properties, LLC,
An Alabama limited liability company
Its sole Member

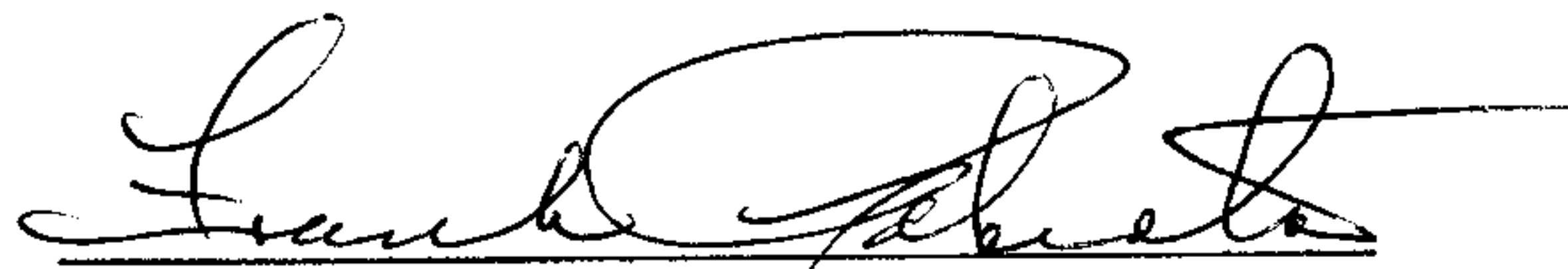
By: 
Courtney H. Mason, Jr.
Its Managing Member

By: 
Steve Issis
Its Managing Member

State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Courtney H, Mason, Jr., as Managing Member and Steve Issis, as Managing Member of 280 Properties, LLC., an Alabama limited liability company, as the Sole Member of Chelsea Crossroads, L.L.C., an Alabama limited liability company, whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such members, executed the same voluntarily and with full authority for and as the act of said limited liability companies, acting in its capacity as aforesaid.

Given under my hand and seal, this 21 day of February, 2012.



Notary Public

My Commission expires: _____

My Commission Expires 8-1-2012

(Signature of Assignee Declarant on the following Page)



Assignee Declarant:

Chelsea-Selig, LLC
An Alabama limited liability company

By: Selig Enterprises, Inc.
A Georgia corporation
Its Manager

By: Bonnie N. Dean
Bonnie N. Dean
Its Vice President

State of Georgia
County of Fulton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bonnie N. Dean, as Vice President of Selig Enterprises, Inc., a Georgia corporation, as Manager of Chelsea-Selig, LLC, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she, as such manager, executed the same voluntarily and with full authority for and as the act of said corporation and limited liability company, acting in its capacity as aforesaid.

Given under my hand and seal, this 24 day of February, 2012.

Elizabeth A. Wolfe
Notary Public
My commission expires: 2/14/2014



20120307000080580 4/6 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2012 01:14:42 PM FILED/CERT

CONSENT AND SUBORDINATION

PROTECTIVE LIFE INSURANCE COMPANY, the holder of a first lien Mortgage and Security Agreement on the Shopping Center (the "Mortgage"), hereby joins in the execution of the foregoing Identification of the Location of 280 Driveway and 39 Driveway and Grant of Easements for Lots 8 & 9 and Common Area in Chelsea Crossroads for the purpose of consenting to and subordinating its interest in the Mortgage to the aforementioned agreement.

Witness:

LENDER: PROTECTIVE LIFE INSURANCE
COMPANY, a Tennessee corporation

BY: Charles M. Prior

Its Senior Vice President

(Seal)

Susan M. Edge
NAME: Susan M. Edge

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Charles M. Prior, whose name as Senior Vice President of Protective Life Insurance Company, a Tennessee 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company as of the date hereof.

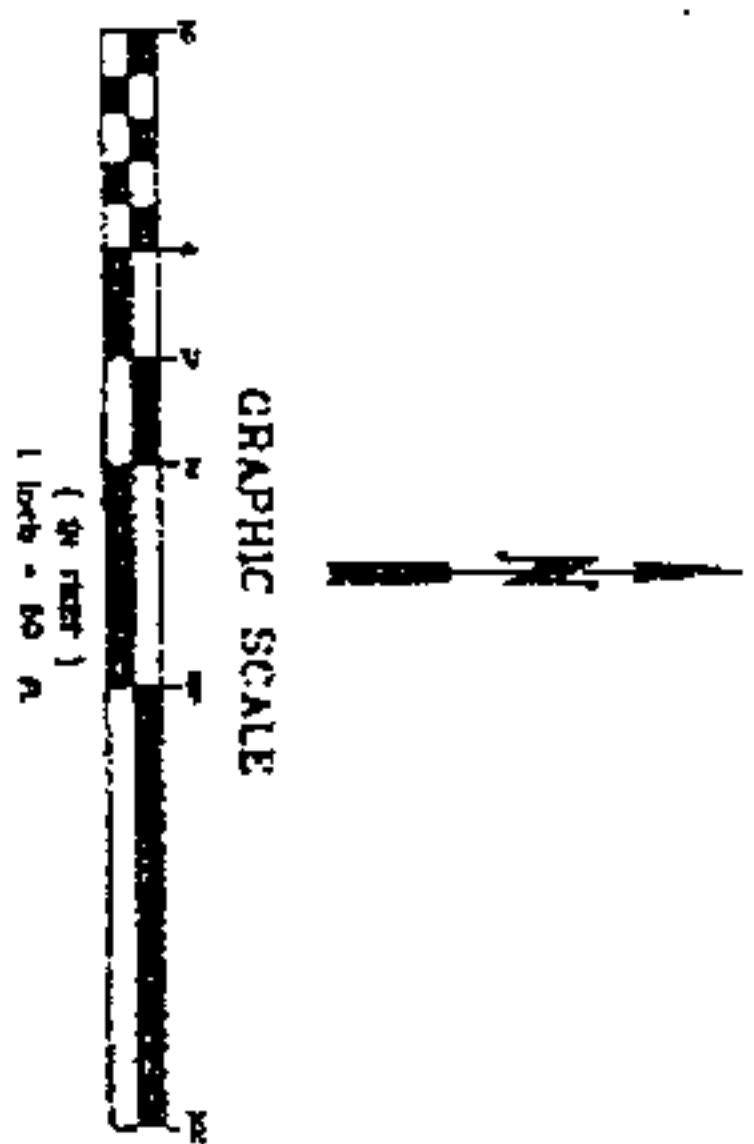
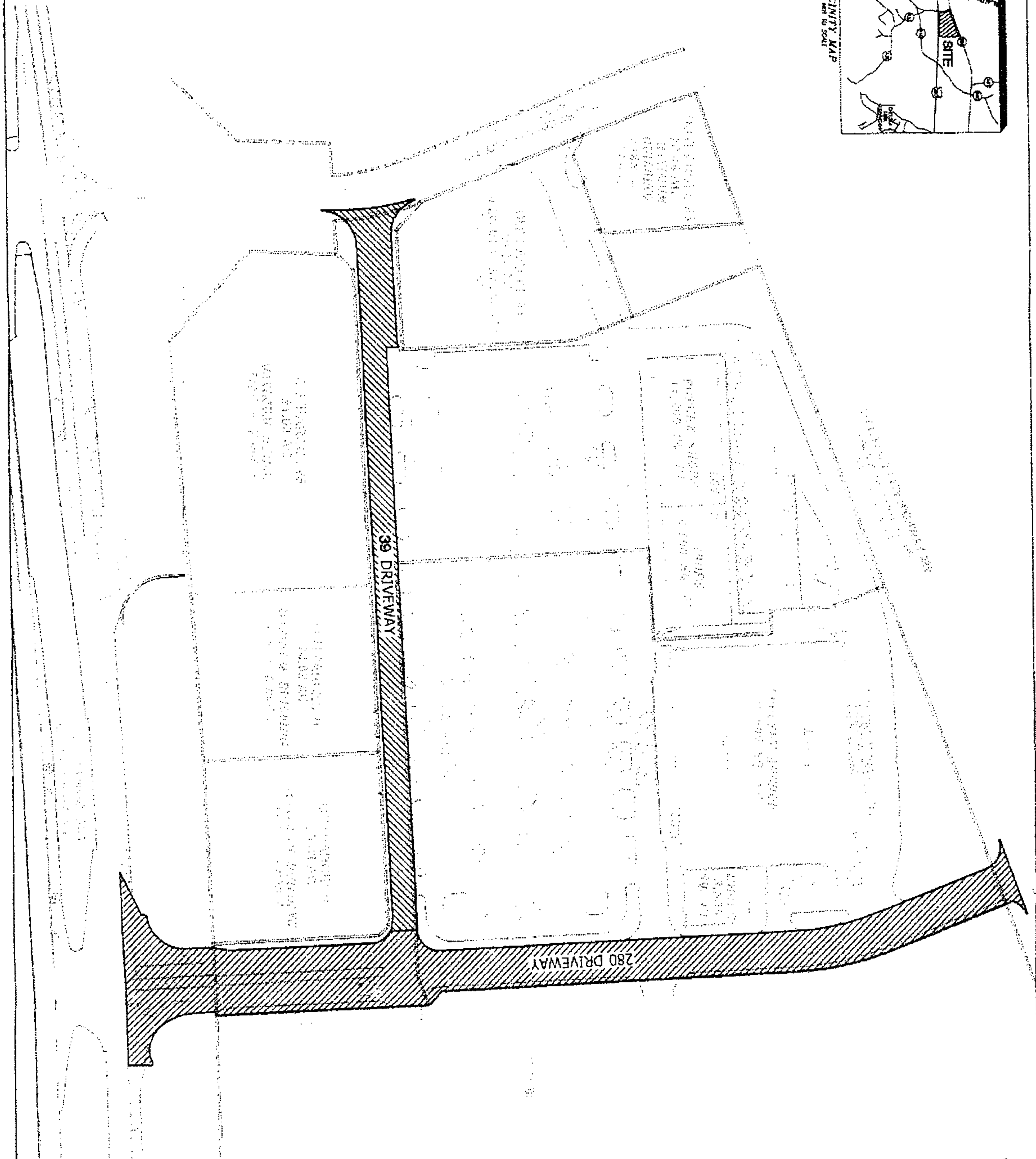
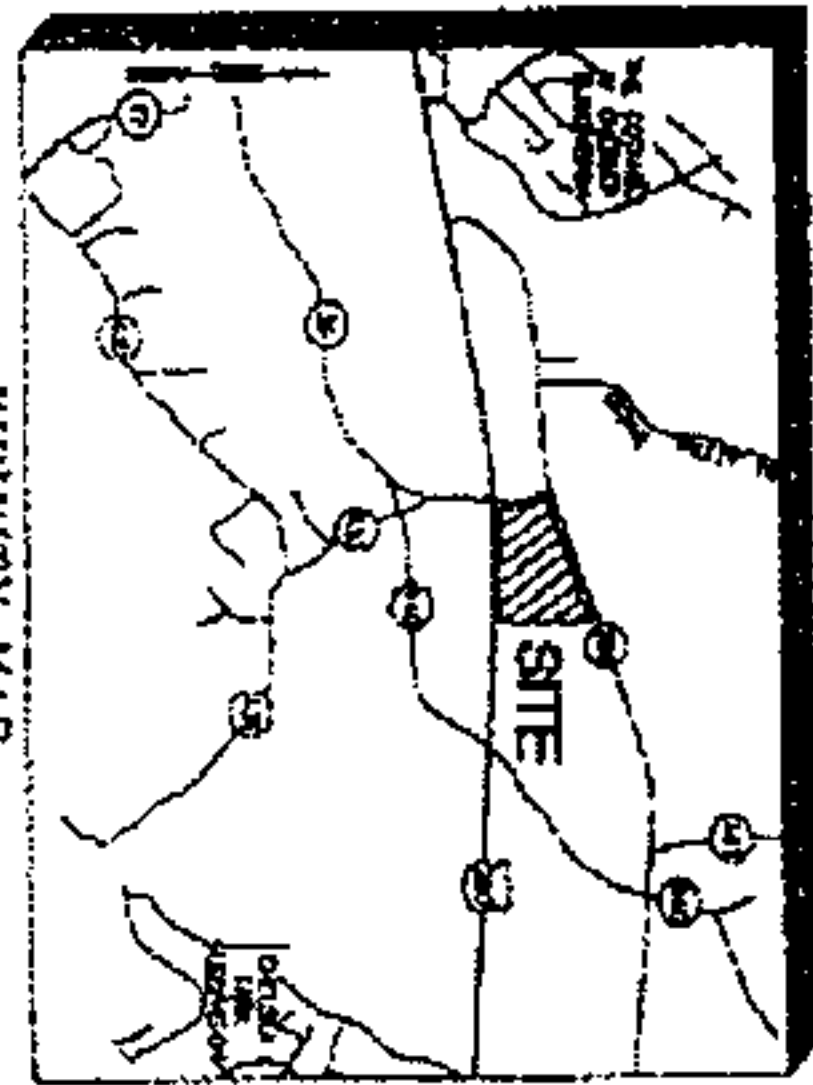
Given under my hand this 1st day of March, 2012.

Natalie R. Reed

Notary Public

My commission expires: 09-07-2012


20120307000080580 5/6 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2012 01:14:42 PM FILED/CERT



CHelsea CROSSROADS
280 DRIVEWAY
and 39 DRIVEWAY
EXHIBIT "A"

Prepared by:
CPE
CARR & ASSOCIATES ENGINEERS, INC.
153 CAHABA VALLEY PARKWAY
PELHAM, ALABAMA 35124
Phone (205) 968-4444, Fax (205) 968-4444
CARR & ASSOCIATES ENGINEERS, INC.
SHELBY COUNTY, AL



20120307000080580 6/6 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2012 01:14:42 PM FILED/CERT

Shelby County, AL 03/07/2012
State of Alabama
Deed Tax: \$.50