


*This instrument prepared by  
and when recorded return to:*  
Claude McCain Moncus, Esq.  
CORLEY MONCUS, P.C.  
728 Shades Creek Parkway, Suite 100  
Birmingham, AL 35209

  
20120515000172980 1/12 \$45.00  
Shelby Cnty Judge of Probate, AL  
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## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 7 day of May, 2012 by EDWIN B. LUMPKIN, JR., a married man ("Lumpkin"), joined in by BOJANGLES' RESTAURANTS, INC., a Delaware corporation ("Bojangles").

### RECITALS

A. Lumpkin owns the real property more particularly described as Lot 6-A ("Lot 6-A"), Lot 6-B ("Lot 6-B") and Lot 6-C ("Lot 6-C") according to the Resurvey of Lot 6 Calera Business Park West, as recorded in Map Book 43, Page 1, in the Probate Office of Shelby County, Alabama (the "Lot 6 Plat"). Lot 6-A, Lot 6-B, and Lot 6-C is herein referred to as the "Lot 6 Development"

B. Lumpkin owns the real property more particularly described as Lot 3 ("Lot 3"), according to the Survey of Calera Business Park West as recorded in Map Book 37, Page 145 in the Probate Office of Shelby County, Alabama.

C. Appurtenant to Lot 6-A, Lot 6-B and Lot 6-C, and as a private easement way from U. S. Highway 31 to the Lot 6 Development, is the right of way described in Exhibit "A" which is attached hereto and made a part hereof ("Access Easement No. One"). Access Easement No. One was created by the Lot 6 Resurvey, and its uses are to be governed by the terms and conditions of this Declaration.

D. Appurtenant to Lot 6-A, Lot 6-B and Lot 6-C, and as a private easement from Metro Drive to the Lot 6 Development, is the right of way described in Exhibit "B" which is attached hereto and made a part hereof ("Access Easement No. Two"). Access Easement No. Two is created by this Declaration, and its uses are to be governed by the terms and conditions of this Declaration.

E. The Lot 6 Plat creates a Sanitary Sewer Easement (the "Sanitary Sewer Easement"), for use by the Lot 6 Development, and the Owners of Lot 6-A, Lot 6-B, and Lot 6-C.

F. Located on Lot 6-B is an area to be reserved by Lumpkin for a sign described in Exhibit "C" which is attached hereto and made a part hereof ("Sign Easement"), and its use is to be governed by the terms and conditions of this Declaration.

G. Lumpkin has entered into a Land and Building Lease Agreement dated January 17, 2012 (the "Lease") with Bojangles for Lot 6-B. Any reference hereto the "Owner" of Lot 6-B shall include Bojangles.

H. The Lot 6 Development and Lot 3 do not constitute the homestead of Lumpkin or the homestead of Lumpkin's spouse.



I. Lumpkin desires to establish certain easements, rights and obligations with respect to the Lot 6 Development to permit development, use and enjoyment of the property owned by Lumpkin, and pursuant to the Lease, to have certain restrictions placed on the use of Lot 3.

NOW, THEREFORE, Lumpkin declares that the Lot 6 Development, and Lot 3, shall be held, sold, conveyed, leased, mortgaged and dealt with subject to the easements, covenants, conditions, restrictions and reservations set forth herein, all of which are created in the best interest of the respective and successor owners of the Lumpkin Property and which shall run with the Lot 6 Development and Lot 3 and shall be binding upon all persons having and/or acquiring any right, title or interest in the Lot 6 Development and Lot 3 or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Lot 6 Development and Lot 3, or any portion thereof.

1. **Creation of Easements.** The following easements are sometimes collectively referred to herein collectively as the "**Easements.**"

(a) **Access Easements.** Lumpkin hereby declares, grants and creates a non-exclusive perpetual access and ingress egress easement for vehicular and pedestrian traffic in, upon, over, through and across Access Easement No. One and Access Easement No. Two (the "**Access Easements**") to and from the Lot 6 Development to and from Highway 31 and to and from Metro Drive, for the use, benefit and enjoyment of the present and subsequent owners and tenants and the successors-in-title to Lot 6-A, Lot 6-B, and Lot 6-C for vehicular traffic and utilities to service the Lot 6 Development. Any such automotive ingress and egress shall occur on the Access Easements. The Access Easements shall not and do not include a parking easement or any parking rights for the benefit of the Lot 6 Development, and the Owners of Lot 6-A, Lot 6-B and Lot 6-C may take any action which is legally permitted to remove any vehicles which are parked illegally or to prevent any such illegal parking on the Access Easements. Utilities shall mean all utilities including but not limited to, water, gas, electrical, irrigation, sanitary sewer, stormwater, telephone and communication and other similar facilities.

No Owner shall obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over any portion of the Access Easements, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and further provided that the Owners of the Property shall have the right, in their sole and absolute discretion, to take any action which may be reasonably necessary to prevent any portion of the Access Easements from becoming publicly dedicated roadways or to prevent the accrual of any prescriptive rights to any person so long as such action does not materially and adversely interfere with, interrupt or impede the use of the Access Easements.

(b) **Sanitary Sewer Easement.** Lumpkin hereby declares, grants and conveys a non-exclusive perpetual sanitary sewer easement ("**Sanitary Sewer Easement**") for the use, construction, operation, maintenance, relocation, repair and replacement of a sanitary sewer line and connection to the sanitary sewer line to service Lot 6-A, Lot 6-B, and Lot 6-C, in, upon, over, through and across that portion of the twenty (20) foot Sanitary Sewer Easement as shown on the Lot 6 Plat.

(c) **Drainage Easement.** Lumpkin does hereby establish and does grant, bargain, sell and convey for the benefit of Lot 6-A, Lot 6-B, and Lot 6-C, and the Lot 6 Development, a



perpetual, non-exclusive easement for surface storm water drainage in, on and over Lot 6-A, Lot 6-B and Lot 6-C (the "Drainage Easement").

(c) Signage Easement. Lumpkin hereby reserves to himself an exclusive perpetual easement over the property described in Exhibit "C" attached hereto and made a part hereof (the "Signage Easement and the Signage Easement Area") for use by Lumpkin for a sign (the "Lumpkin Sign") and associated lighting, and landscaping, and the right to ingress and egress for repair, maintenance and any required replacement, for the use, benefit and enjoyment of Lumpkin, and the present and subsequent owners and the successors-in-title to Lot 6-A, Lot 6-B, and Lot 6-C. Bojangles intends to construct, own and maintain a pylon sign (the "Bojangles Sign") on Lot 6-B for its exclusive use, and the Lumpkin Sign shall not diminish the size, height or useage of the Bojangles Sign. The application by Lumpkin for the Lumpkin Sign with governmental authorities, shall occur after the Bojangles's sign has been approved by the appropriate governmental authorities. The Lumpkin Sign shall be subject to the zoning laws and ordinances of Shelby County and City of Calera. The Lumpkin Sign shall not be used for any competing business of Bojangles, shall not interfere or block the visibility of the Bojangles Restaurant or the Bojangles Sign. The Lumpkin Sign shall be maintained in a first class condition at all times.

2. Construction of the Driveway and the Sanitary Sewer. Lumpkin hereby grants a temporary right and privilege in favor of Bojangles over the Lot 6 Development for the purpose of access, egress, ingress and movement of laborers, construction vehicles and equipment in connection with the construction of a paved driveway (the "Driveway"), utilities in the Access Easements (including Sanitary Sewer in the Sanitary Sewer Easement), and construction of all improvements on in the Access Easements areas, and the improvements to Lot 6-B (the "Temporary Construction Easement"). The Temporary Construction Easement shall expire once the Driveway, the utilities, and all improvements to Lot 6-B are completed.

3. Maintenance.

(a) The Owners (meaning the successors and assigns of Lumpkin, and in the case of Lot 6-C, shall mean Bojangles) of Lot 6-A, Lot 6-B, and Lot 6-C (individually the "Owner" and collectively the "Owners") shall maintain the Driveway in a neat and clean condition, free of any litter or debris or other impediment to the safe use thereof. The Owners may not block or impede access to the Lot 6 Development over the Driveway except as reasonably required to fulfill their maintenance obligations hereunder. Maintenance shall include, but not be limited to, the patching, repaving, resurfacing and re-stripping the Driveway, and the repairing or replacing any curbing and/or gutters in the Access Easements. Any cracking or potholes in the paving surface of the Driveway sufficient to permit a vehicle tire to come in contact with the underlying aggregate base or which, if left unrepaired, would promote the further deterioration of the Driveway, shall be promptly repaired by the Owners. Provided, however, until such time as Lot 6-A and Lot 6-C are sold, leased or developed (whichever first occurs), that the Owner of Lot 6-B (Bojangles) shall have the obligation to maintain the Driveway, and upon sale, lease or the development of Lot 6-A or Lot 6-C, the maintenance obligation shall be assumed by the Owner of such lot based on a ratio of square footage to that lot to the total square footage of Lot 6-A, Lot 6-B and Lot 6-C, excluding the square footage of the Access Easements.

(b) The Owners shall maintain, repair and replace the Sanitary Sewer line in the Sanitary Sewer Easement that serves the Lot 6 Development, together with the sanitary sewer line connecting to public sanitary sewer service.





(c) The Owners of Lot 6-A, Lot 6-B, and Lot 6-C, separately, covenant and agree: (i) to maintain all improvements located on the respective properties in good condition and repair and in compliance with all laws, rules, regulations, orders and ordinances and satisfy the requirements of any governmental authority exercising jurisdiction over the respective properties, (ii) to store all trash, garbage, refuse, debris, discarded materials, and inventory (new and used) in adequate containers, and keep such containers in locations where they are not readily visible, and (iii) regularly remove trash and garbage from each respective property.

(d) The respective Owners of Lot 6-A, Lot 6-B and Lot 6-C covenant and agree to maintain the utility lines serving their respective Lots in good condition and repair at their sole cost.

(e) Lumpkin, as long as he is an Owner of either Lot 6-A or Lot 6-C shall maintain the Sign in the Signage Easement Area. Once Lot 6-A and Lot 6-C are no longer owned by Lumpkin, the Sign and the Signage Easement Area shall be maintained by the Owners of Lot 6-A and Lot 6-C.

(f) In the event that any of the Owners fail to maintain, repair and replace the improvements as set forth in this Section, then following thirty (30) days prior written notice from the Owner of the Lot affected by the failure to perform, said affected Owner shall have the right to enter the other Lot(s) to perform said work, and shall have a temporary easement over said Lot as commercially reasonable and necessary to accomplish the maintenance obligations described in this Section 3. In exercising the above, the Owner of the Lot that is exercising its rights hereunder, shall perform such work in such a commercially reasonable way as to minimize any interference with the business operations of the other Lot(s). Any damage caused by one Owner to another Lot in connection with the use and enjoyment of these Easements, shall be repaired and restored by the damaging Owner, at said Owner's sole cost and expense.

4. **Restrictive Covenants.** Lumpkin (as "Lessor") has entered into the Lease with Bojangles. Lumpkin agrees that during the term of the Lease, or any renewal or extension thereof, he shall not, except with the written consent of Bojangles under the Lease, directly or indirectly engage in, or acquire any financial interest or beneficial interest in, or grant a lease or sell property to any persons to engage in the business of owning or operating on Lot 3, Lot 6-A or Lot 6-C, a restaurant to be used as (i) a Hardee's or a Jack's restaurant; or (ii) a "fast food" restaurant with a "drive-thru" facility whose main menu item is chicken. For purposes of this paragraph, Lumpkin shall mean him or any entity controlled by Lumpkin or any partner or principal of Lumpkin. In the event of a breach or threatened breach of these covenants, Bojangles, under the terms of the Lease, shall have the right to seek any and all remedies afforded by either law or equity, including, without limitation, the right to injunctive relief.

5. **Taxes and Liens.** Each Owner of a Lot shall pay, prior to delinquency, all real and personal property taxes and assessments levied against its Lot. None of the Owners shall permit any lien to be filed against a Lot for any labor or materials in connection with any maintenance or work performed by said Owner. In the event of any such lien, the party responsible for such lien shall have the lien released within ten (10) days after receipt of written notice of the existence thereof.

6. **Default.** If there is a failure by any Owner of a Lot to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it, and such failure continues for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of the Driveway or any other





easement granted herein, in each case after written notice, the Owner of the Lot affected by such default may, at its election, cure such failure or breach on behalf of the defaulting party, or further shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach, including without limitation, specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies herein or at law shall be cumulative and not exclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity." In the event of any violation or threatened violation by an Owner of any of the terms, covenants, conditions and restrictions herein contained, in addition to any other remedies provided for in this Agreement, the other Owner shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction. The remedies provided in this Declaration are in addition to any remedies available elsewhere in this Declaration or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to any of the Owner(s) may be exercised cumulatively. Any amount which the correcting Owner expends for such purpose shall be paid to the correcting Owner by the defaulting Owner on demand, without contest, upon delivery of a written statement detailing the requested reimbursement and accompanied by paid invoices detailing the work performed, together with interest at the lower of (i) the rate of ten percent (10%) per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when any debts or invoices shall have become due to the date of payment in full. All unpaid costs and expenses evidenced by statements delivered to the defaulting Owner as required hereinabove, together with interest, costs, and related attorney's fees, shall be secured by a lien on the defaulting Owner's Lot, in favor of the correcting Owner. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgage to secure debt at any time or from time to time encumbering any lot in the Lot 6 Development and to the rights of the holder or holders of any such mortgages.

7. **Insurance.** Each Owner of Lot 6-A, Lot 6-B and Lot 6-C shall maintain at all times a commercial general liability insurance and property damage insurance policy with a broad form coverage endorsement, issued by an insurance company authorized to do business in the State of Alabama, which policy shall provide for a commercially reasonable amount, but in any event not less than an aggregate amount of Three Million Dollars (\$3,000,000.00) and an occurrence limit of not less than One Million Dollars (\$1,000,000.00).

8. **Indemnification.** Each Owner of Lot 6-A, Lot 6-B and Lot 6-C shall indemnify, defend and hold harmless the other, and its respective lenders, directors, and affiliates from and against any and all liability, claims, demands, damages (excluding consequential, special or punitive damages), actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature, and any loss, cost or expense, including reasonable attorneys' fees and other legal expenses, for injury or death to persons or damage to property to the extent resulting from its use of the Access Easements and rights granted herein. This Section 8 shall survive the termination of this Agreement.

9. **Covenants Run with the Land.** The Easements granted and created hereunder and all other rights, privileges, covenants, conditions, and restrictions contained herein shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Owners of Lot 6-A, Lot 6-B and Lot 6-C, and their respective lessees, sublessees, occupants, licensees, invitees, successors and assigns. Notwithstanding the foregoing, any party hereto shall be responsible for the obligations, duties and responsibilities as set forth in this Declaration only for the period of time during which such party holds fee simple title or leasehold



title to its respective parcel, or portion thereof or until the termination of this Agreement. Upon conveyance of such parcel or interest therein, the party making such conveyance shall be relieved from obligations, duties and responsibilities hereunder arising from and after the date of such conveyance as to such parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance during such successor Owner's ownership of the parcel or portion thereof.

10. **Transfer of Title.** The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its/his property shall be deemed, without any further action by the grantor or the grantee, to:

(a) require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

11. **Notices.** All notices, consents, approvals to or demands upon or by any Owner desired or required to be given under the provisions hereof shall be in writing. Any notices or demands from an Owner to any other Owner shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to such other Owner at the address of the assessed party on the then most recent real estate tax bill for such Owner's parcel, or at such other address as an Owner may theretofore have furnished by written notice to the other Owner. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused.

12. **Governing Law.** This Declaration shall be governed by, construed and interpreted pursuant to the laws of the State of Alabama.

13. **General Provisions.**

(a) The easements, rights and covenants established, created and granted in this Declaration are solely for the benefit of the parties hereto and shall not be deemed a dedication of any portion of the easements created herein, or the Access Easements to any Governmental Authority, or to any third parties, and shall otherwise not be construed as creating any rights in the public. To the extent that the easements created herein inure to the benefit of the fee simple owners of any of the affected properties, said fee simple owners may grant such easements to their tenants, subtenants and other Authorized Parties, provided that any such parties shall be subject to all terms and conditions of this Declaration.

(b) This Declaration may not be modified, amended or terminated except by written instrument executed by the then Owners of Lot 6-A and Lot 6-C, and joined in and approved by Bojangles as the Lessee of Lot 6-B.

(c) Time is the essence in the performance by each party hereto of its respective obligations hereunder.



(d) This Declaration (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Declaration may be modified or amended only by a written instrument executed by the parties hereto.

(e) The subject headings of the sections and paragraphs of this Declaration are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(f) If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

(g) No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

(h) Each covenant and condition contained in this Declaration shall inure to the benefit of and be binding on the parties to this Declaration and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

(i) The Owners covenant and agree that each party shall, within thirty (30) days from receipt of written notice from the other party, to execute and deliver to such other party a certificate stating that: (a) this Declaration is in full force and effect and unmodified or, if modified, stating the modification; and (b) to the best of said party's knowledge, the other parties are not in default under any terms of the Declaration, nor has any event occurred which with the passage of time, after notice, if any required by the Declaration, would become an event of default under the Declaration and, if in default, specify such default.

(j) This Declaration will be recorded in the Office of the Probate Court of Shelby County, Alabama.

(k) If any legal action or any other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

(l) In the event that an Owner (or its agents, licensees, contractors or subcontractors) of Lot 6-A, Lot 6-B or Lot 6-C causes damage to, or damages the Driveway, then said damaging Owner shall promptly repair the damage at its sole cost and expense, and restore the Driveway to its pre-damage condition.

(m) This Declaration shall be governed by and construed in accordance with the laws of the State of Alabama.



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 Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the Effective Date.

LUMPKIN:

Edwin B. Lumpkin, Jr. [SEAL]  
 Edwin B. Lumpkin, Jr.  
 Notice Address:  
 100 Metro Parkway  
 Pelham, AL 35142

STATE OF ALABAMA )  
 )  
 COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that EDWIN B. LUMPKIN, JR., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given my hand and official seal this the 7 day of May, 2012.

[NOTARY SEAL]

Lane Forman  
 Notary Public  
 My Commission Expires:



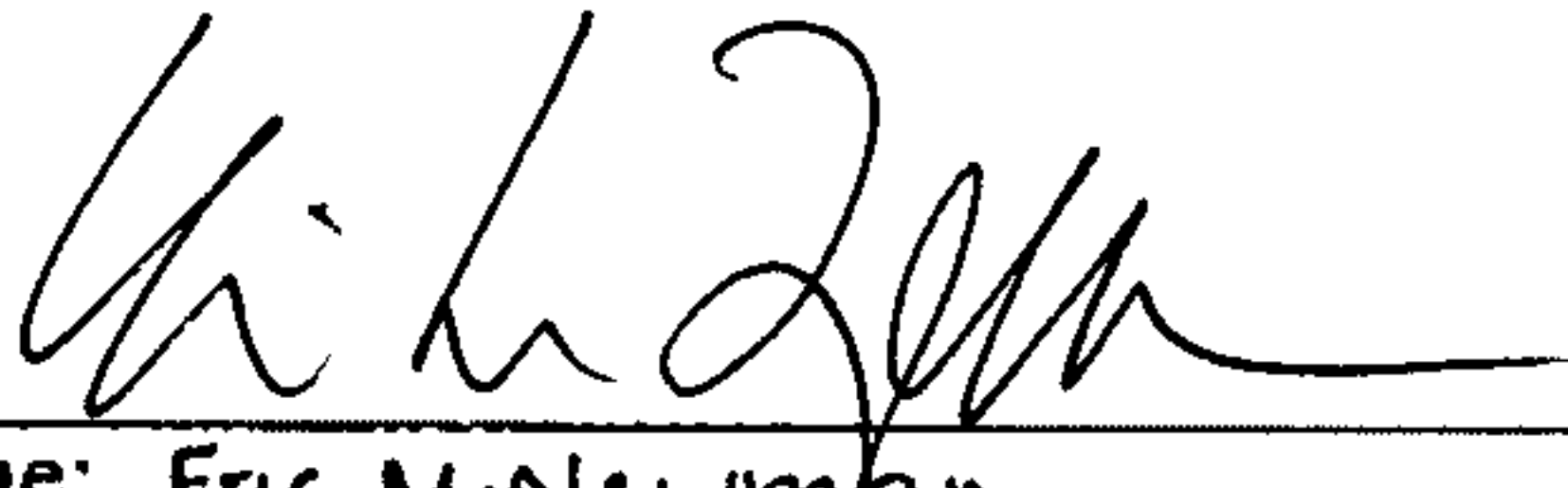


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 Shelby Cnty Judge of Probate, AL  
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*[Signature page to Declaration of Easements, Covenants and Restrictions]*

**BOJANGLES:**

Bojangles Restaurants, Inc., a Delaware corporation

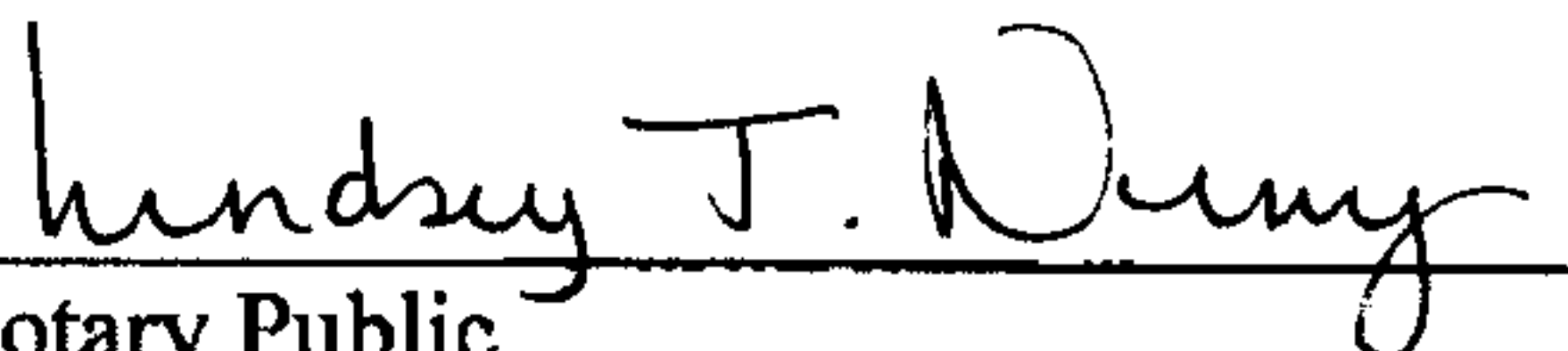
By:  [SEAL]  
 Name: Eric M. Newman  
 Title: Executive Vice President

STATE OF NORTH CAROLINA     )  
   :  
 COUNTY OF Mecklenburg     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Eric M. Newman, whose name as Executive Vice President of Bojangles Restaurants, Inc., a Delaware 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, in His capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the same that bears date.

Given my hand and official seal this the 8<sup>th</sup> day of May, 2012.

[NOTARY SEAL]

  
 Notary Public  
 My Commission Expires: June 16, 2015

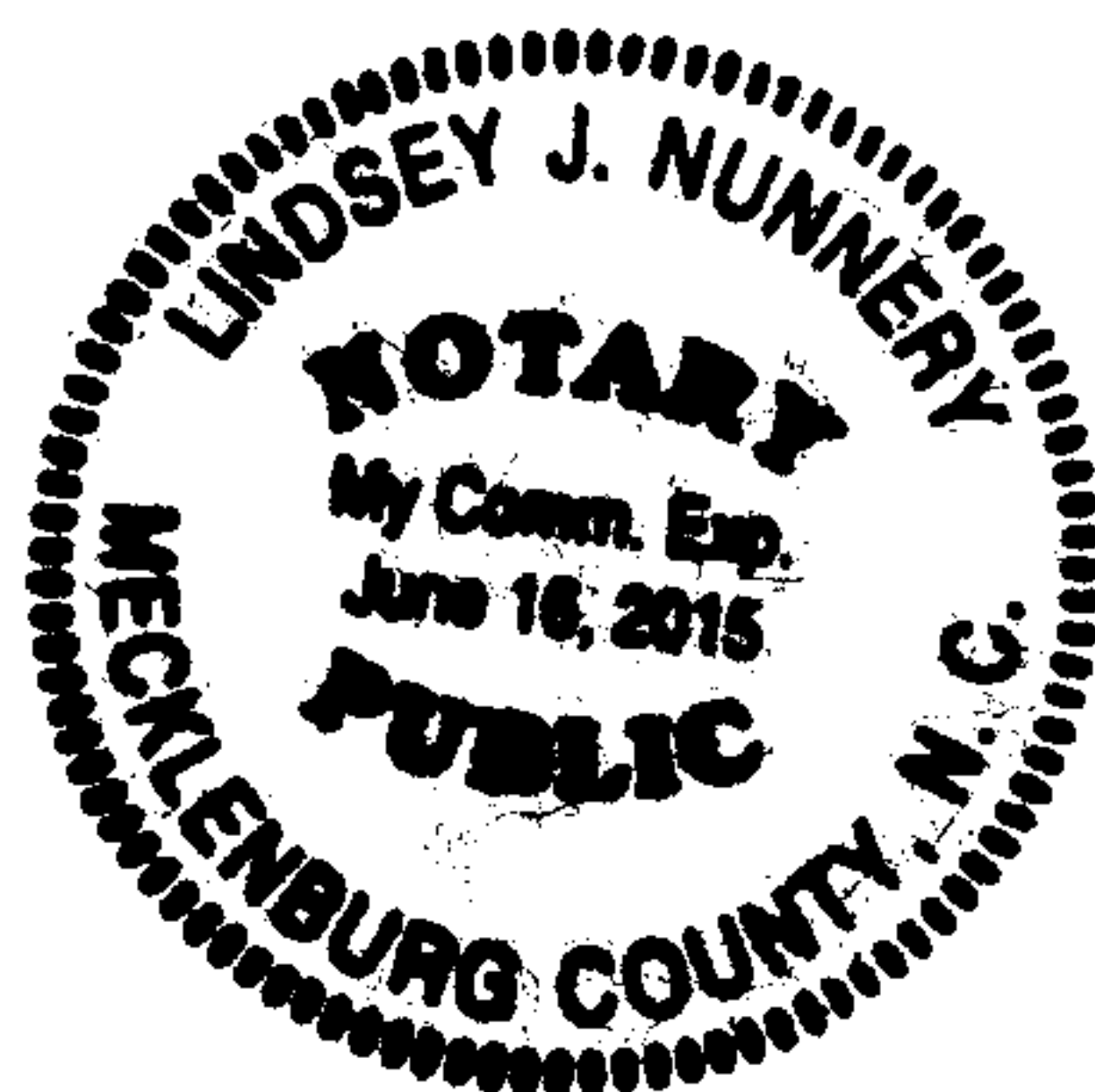





EXHIBIT A  
Legal Description,  
Access Egress Easement No. One:

An easement over an across a parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 4, Township 22 South, Range 2 West Shelby County, Alabama, said parcel being Lot 6 according to the Map of or plat of Calera Business Park West as recorded in Map Book 37, Page 145 in the Office of the Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows.

Commence at a 5/8" capped rebar stamped CA-560LS marking the Southeast corner of said Lot 6, said point being on the Western-most right of way of U.S. Highway #31; thence run North 10 degrees 14 minutes 40 seconds West along said right of way for a distance of 141.00 feet to the POINT OF BEGINNING of the easement herein described; thence leaving said right of way run North 90 degrees 00 minutes 00 seconds West for a distance of 230.12 feet; thence run North 03 degrees 21 minutes 51 seconds West for a distance of 42.07 feet; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 225.00 feet; thence run South 10 degrees 14 minutes 40 seconds East for a distance of 42.68 feet to the point of beginning. Said easement contains 9,557 square feet, or 0.22 acres more or less.



  
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**EXHIBIT B**

**Legal Description,  
Access Easement No. Two**

An easement over an across a parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 4, Township 22 South, Range 2 West Shelby County, Alabama, said parcel being Lot 6 according to the Map of or plat of Calera Business Park West as recorded in Map Book 37, Page 145 in the Office of the Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows.

Commence at a found capped rebar stamped CARR marking the Northwest corner of said Lot 6, said point also being on the Southern-most right of way of Metro Drive, (50' R.O.W.); thence run South 89 degrees 28 minutes 55 seconds East along said right of way for a distance of 196.96 feet to the POINT OF BEGINNING of the easement herein described; thence continue South 89 degrees 28 minutes 55 seconds East along said right of way for a distance of 30.07 feet; thence leaving said right of way run South 03 degrees 21 minutes 51 seconds East for a distance of 221.62 feet; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 30.06 feet; thence run North 03 degrees 21 minutes 51 seconds West for a distance of 221.89 feet to the point of beginning. Said parcel contains 6,652 square feet, or 0.15 acres more or less.



EXHIBIT C

Legal Description,  
Sign Easement:

An easement over an across a parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 4, Township 22 South, Range 2 West Shelby County, Alabama, said parcel being Lot 6 according to the Map of or plat of Calera Business Park West as recorded in Map Book 37, Page 145 in the Office of the Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows.

Commence at a 5/8" capped rebar stamped CA-560LS marking the Southeast corner of said Lot 6, said point also being on the Western-most right of way of U.S. Highway #31 and run North 10 Degrees 14 minutes 40 Seconds East along said right of way for a distance of 351.11 feet to the POINT OF BEGINNING of the easement herein described; thence leaving said right of way run North 90 degrees 00 minutes 00 seconds West for a distance of 30.22 feet; thence run North 00 degrees 00 minutes 00 seconds West for a distance of 20.00 feet; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 24.16 feet to a point on the Southwestern-most right of way of Metro Drive, said point being on a non-tangent curve turning to the right said curve having a radius of 37.00 feet, a central angle of 20 degrees 52 minutes 15 seconds, a chord bearing of South 20 degrees 33 minutes 27 seconds East, and a chord length of 13.40 feet, thence run along the arc of said curve and along said right of way for a distance of 13.48 feet to the intersection of said Metro Drive right of way with the Western-most right of way of U.S. Highway #31; thence run South 10 degrees 14 minutes 40 seconds East along said right of way for a distance of 7.57 feet to the point of beginning. Said parcel contains 558 square feet or 0.01 acres more or less.