

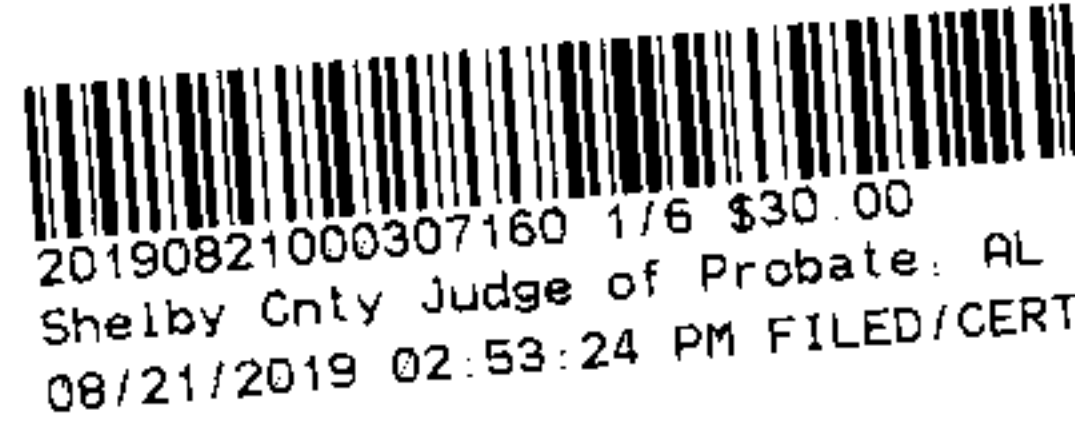
THIS INSTRUMENT PREPARED BY:

Bethany H. Sneed

Harrison & Gammons, P.C.

2430 L & N Drive SW Huntsville, AL 35801

256-533-7711



**LAND AND LAND USE RESTRICTIVE AGREEMENT**

State of Alabama     )

:

County of Shelby     )

THIS RESTRICTIVE AGREEMENT (the "Agreement") is made this 14<sup>th</sup> day of August, 2019 by and between The Broadway Group, LLC, an Alabama limited liability company (hereinafter referred to as "A"), and Rodney S. Cleckler (hereinafter referred to as "B").

**WITNESSETH:**

WHEREAS, A is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "A Tract"); and

WHEREAS, B is the owner of that certain tract or parcel of land contiguous to the A Tract and lying and being in Shelby County, Alabama and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "B Tract"; the A Tract and the B Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, A desires to restrict B Tract, and the use of the tracts as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, A and B do hereby covenant and agree as follows:


1. Restrictions on B Tract. B covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the B Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety

Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

2. Use Restrictions on A Tract and B Tract. Each of A and B covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) omitted; (c) omitted; (d) omitted; (e) omitted; (f) omitted; (g) omitted; (h) omitted; (i) omitted; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building and storage containers or trailers for use in storing lumber); (l) omitted; (m) omitted; (n) omitted; (o) omitted; (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) omitted; (r) omitted; (s) omitted; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

3. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect for a period of 10 years or as long as Dollar General Corporation, its successors, assigns or assignees, occupies the Property, said period of 10 years beginning on the closing date of A's purchase of A Tract and may only be amended, modified or terminated in writing, which shall be executed and acknowledged by both A and B, or their respective successors or assigns, and any amendment shall be contingent upon A receiving consent from any tenant duly leasing A Tract.

4. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying the property. Time is of the essence of this Agreement.

  
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IN WITNESS WHEREOF, A and B have set their hands and seals as of the day, month and year first above written.

A:

The Broadway Group, LLC, an Alabama limited liability company

By: Broadway Management, LLC, an Alabama limited liability company, its Manager

By: 

Lisa Hawkins, Authorized Agent

STATE OF ALABAMA           )  
   :  
COUNTY OF MADISON       )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, LISA HAWKINS, whose name as Authorized Agent of BROADWAY MANAGEMENT, LLC, an Alabama limited liability company in its capacity as Manager of THE BROADWAY GROUP, 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, she, as such Authorized Agent, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 14<sup>th</sup> day of August, 2019.



Notary Public

My Commission Expires: 9-6-2022

[SIGNATURE AND NOTARY OF B ON THE FOLLOWING PAGE]



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B:

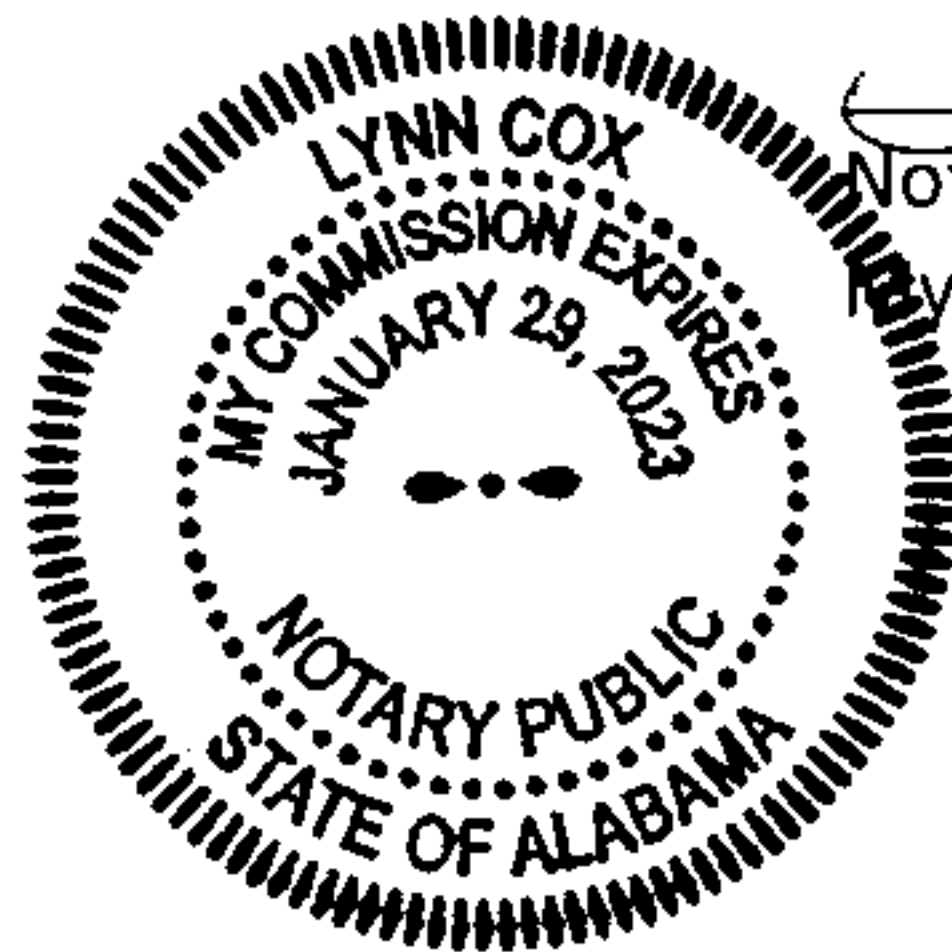
Rodney S. Cleckler  
Rodney S. Cleckler

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, RODNEY S. CLECKLER, 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 instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 13<sup>th</sup> of August, 2019.



Lynn Cox  
Notary Public  
My Commission Expires: Jan 29, 2023

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EXHIBIT "A"

Legal Description of A Tract

STATE OF ALABAMA

COUNTY OF SHELBY

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 EAST OF SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT, MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 EAST, OF SHELBY COUNTY, ALABAMA; THENCE, ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89 DEGREES 38 MINUTES 08 SECONDS WEST, 528.44 FEET TO AN OPEN TOP PIPE, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY MARGIN OF HIGHWAY 43 (RIGHT-OF-WAY VARIES); THENCE, ALONG SAID SOUTH MARGIN, SOUTH 46 DEGREES 14 MINUTES 39 SECONDS WEST, 138.83 FEET TO A CAPPED IRON PIN (APCO-JACKSON AL.REG.15151); THENCE SOUTH 46 DEGREES 35 MINUTES 36 SECONDS WEST, 320.71 FEET TO A CONCRETE MONUMENT; THENCE, STILL ALONG SAID SOUTH MARGIN, NORTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, 10.03 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 46 DEGREES 17 MINUTES 36 SECONDS WEST, 246.97 FEET TO A T-POST, POINT BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH MARGIN, SOUTH 37 DEGREES 12 MINUTES 17 SECONDS EAST, 416.93 FEET TO A 5/8 INCH CAPPED IRON PIN, POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF HIGHWAY 25 (AN 80 FOOT PUBLIC RIGHT-OF-WAY); THENCE, ALONG SAID NORTH MARGIN, SOUTH 80 DEGREES 33 MINUTES 32 SECONDS WEST, 464.16 FEET TO A CAPPED IRON PIN (CA451LS); THENCE, LEAVING SAID NORTH MARGIN, NORTH 31 DEGREES 19 MINUTES 45 SECONDS WEST, 155.87 FEET TO A CAPPED IRON PIN (CA451LS), POINT ALSO LYING ON THE SAID SOUTH MARGIN; THENCE, ALONG SAID SOUTH MARGIN, NORTH 46 DEGREES 11 MINUTES 50 SECONDS EAST, 397.40 FEET TO THE POINT OF BEGINNING.

LOT CONTAINS 2.66 ACRES MORE OR LESS.


  
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EXHIBIT "B"

Legal Description of B Tract

STATE OF ALABAMA

COUNTY OF SHELBY

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 EAST OF SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT, MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 EAST, OF SHELBY COUNTY, ALABAMA; THENCE, ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89 DEGREES 38 MINUTES 08 SECONDS WEST, 528.44 FEET TO AN OPEN TOP PIPE, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY MARGIN OF HIGHWAY 43 (RIGHT-OF-WAY VARIES); THENCE, ALONG SAID SOUTH MARGIN, SOUTH 46 DEGREES 14 MINUTES 39 SECONDS WEST, 138.83 FEET TO A CAPPED IRON PIN (APCO-JACKSON AL.REG.15151); THENCE SOUTH 46 DEGREES 35 MINUTES 36 SECONDS WEST, 320.71 FEET TO A CONCRETE MONUMENT; THENCE, STILL ALONG SAID SOUTH MARGIN, NORTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, 10.03 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 46 DEGREES 17 MINUTES 36 SECONDS WEST, 246.97 FEET TO A T-POST ALONG SAID MARGIN; THENCE SOUTH 46 DEGREES 11 MINUTES 50 SECONDS WEST ALONG SAID MARGIN, 397.40 FEET TO 1/2-INCH CAPPED IRON PIN (CA451LS) MARKING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH MARGIN, SOUTH 31 DEGREES 19 MINUTES 45 SECONDS EAST, 155.87 FEET TO A 1/2-INCH CAPPED IRON PIN (CA451LS) MARKING THE NORTH RIGHT-OF-WAY MARGIN OF STATE HIGHWAY 25 (80 FOOT PUBLIC RIGHT-OF-WAY); THENCE, ALONG SAID NORTH MARGIN, SOUTH 80 DEGREES 23 MINUTES 40 SECONDS WEST, 21.00 FEET TO A POINT; THENCE, STILL ALONG SAID NORTH MARGIN, SOUTH 84 DEGREES 55 MINUTES 41 SECONDS WEST, 26.84 FEET TO A POINT; THENCE, STILL ALONG SAID NORTH MARGIN, NORTH 89 DEGREES 32 MINUTES 00 SECONDS WEST, 114.04 FEET TO THE INTERSECTION OF SAID NORTH MARGIN AND THE SOUTH RIGHT-OF-WAY MARGIN OF HIGHWAY 43 (RIGHT-OF-WAY VARIES); THENCE, ALONG THE INTERSECTION OF SAID RIGHT-OF-WAYS, NORTH 15 DEGREES 36 MINUTES 00 SECONDS WEST, 50.00 FEET TO A CONCRETE MONUMENT MARKING THE SOUTH RIGHT-OF-WAY MARGIN OF HIGHWAY 43; THENCE, ALONG SAID SOUTH MARGIN, NORTH 46 DEGREES 14 MINUTES 00 SECONDS EAST, 130.00 FEET TO THE POINT OF BEGINNING. LOT CONTAINS 0.33 ACRES MORE OR LESS.



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