

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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05/07/2015 09:37:09 AM
SUBAGREM 1/11

Irwin J. Fayne
Holland & Knight LLP
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, FL 33301

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT
(MORTGAGE)**

THIS AGREEMENT is entered into as of the 30th day of March, 2015, by and among CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Lessee"), WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and INV CORNERS LLC, a Delaware limited liability company ("Borrower" or "Lessor").

RECITALS

as No. 2014 0820000 261320

A. Bank has extended credit or may hereafter extend credit to Borrower that is secured, in whole or in part, by a certain mortgage, dated August 12, 2014, and recorded on August 20, 2014, in Official Records Book at Page of the Public Records of Shelby County, Alabama (the "Mortgage") constituting a first priority lien upon Lessor's estate in and to that certain real property situated in Shelby County, Alabama, and described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Lessee leases a portion of the Property pursuant to that certain Retail Lease, dated February 27, 2015, between Lessee and Lessor (collectively, the "Lease"). It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Property that the lien of the Mortgage be and at all times remain a lien on the Property prior and superior to the rights of Lessee under the Lease.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SUBORDINATION

(a) Subordination of Lease. Subject to the terms and conditions of this Agreement, the lien of the Mortgage and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien on the Property prior and superior to the Lease and Lessee's right and interest to the Property thereunder.

(b) Reliance. Lessee acknowledges that Bank, in extending credit or continuing to extend credit to Borrower secured by the Property is doing so in material reliance on this Agreement.

(c) Acknowledgments of Lessee. Lessee acknowledges and agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, see to the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than those for which they were intended shall not defeat this subordination.

(d) Entire Subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Lease which provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. LEASE. Lessee hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

(a) No Modification, Termination or Cancellation. Lessee shall not consent to any modification, termination or cancellation of the Lease that affects the rental payments or term of the Lease without Bank's prior written consent (which consent shall not be unreasonably withheld, delayed or

conditioned, and which consent shall be deemed granted if Bank does not, within thirty (30) days after receipt of request for such consent, deny same by written notice to Lessee including the specific reasons for such denial), provided however, the parties hereby agree that Bank's consent will not be required for any amendment that renews or extends the term of the Lease as expressly set forth in the Lease or any termination or cancellation right in favor of Lessee set forth in the Lease or provided by a court of competent jurisdiction.

(b) Notice of Default. Lessee shall provide Bank with written notice of any breach of or default by Lessor under the Lease that gives Lessee a right to terminate the Lease, reduce the rent or to credit or offset any amounts against future rents. Lessee agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and Lessee shall not declare a default of the Lease, as to Bank, if Bank cures such breach or default within thirty (30) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided however, that if such breach or default cannot with diligence be cured by Bank within such thirty (30) day period, the commencement of action by Bank within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence. Notwithstanding anything in this Paragraph to the contrary, in no event will Bank's cure period for a breach or default by Lessor under the Lease extend sixty (60) days after Bank's receipt of notice of Lessor's breach or default under the Lease from Lessee.

(c) No Advance Rents. Lessee shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(d) Assignment of Rents. Provided Lessee shall have previously received a copy of this Agreement having been signed by Lessor and Bank, upon receipt by Lessee of written notice from Bank that Bank has elected to terminate the license granted to Lessor to collect rents, as provided in the Mortgage, and directing Lessee to make payment thereof to Bank, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor or Borrower is in default under any obligations to Bank. Lessee shall be under no obligation to inquire or determine the actual existence of any default or other event claimed by Bank and shall be entitled to rely upon such notice as presumptive evidence of the occurrence of such event. Lessor hereby releases Lessee from all claims, losses and liabilities arising from Lessee's payment of rent or other sums to Bank following Lessee's receipt of written notice directing Lessee to make such payments to Bank. All such payments made by Lessee to Bank shall be credited to installments of rent otherwise payable to Lessor under the Lease.

3. ATTORNMENT. If Bank or any other transferee acquires Lessor's right, title and interest in and to the Property pursuant to a foreclosure of the Mortgage or a transfer of the Property in lieu thereof or in any other manner pursuant to an enforcement of the Mortgage whereby Bank or such transferee succeeds to the interest of Lessor under the Lease, Lessee agrees as follows for the benefit of Bank or such transferee:

(a) Payment of Rent. After Lessee received written notice of such change in ownership, Lessee shall pay to Bank or such transferee all rental payments required to be made by Lessee pursuant to the terms of the Lease for the remaining term thereof, provided however Lessee shall have previously received a copy of this Agreement having been signed by Bank and Lessor.

(b) Continuation of Performance. Lessee shall be bound to Bank or such transferee, and Bank or such transferee shall be bound to Lessee, in accordance with all of the terms of the Lease for the remaining term thereof (including any renewals or extensions thereof), and Lessee hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee. The respective rights and obligations of Lessee, as lessee, and Bank or such transferee, as lessor, under this attornment shall be the same as now set forth in the Lease, it being the intention of Lessee and Bank to incorporate the Lease by reference in this Agreement with the same force and effect as if the Lease were set forth at length in this Agreement.

(c) No Offset. Neither Bank nor such transferee shall be liable for or subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor as the prior lessor under the Lease (although any abatements and offsets against rent as expressly provided in the Lease shall continue to be available to Lessee regardless that the same may be based on events occurring prior to Bank's or such transferee's acquiring ownership of the Property, provided that said events occurred during such time that the Mortgage was in full force and effect and Bank received notice of and opportunity to cure any of said events pursuant to the terms hereof), nor for the return of any sums which Lessee may have paid to Lessor as the prior lessor under the Lease as security deposits advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Bank or such transferee.

(d) Subsequent Transfer. If Bank or such transferee, by succeeding to Lessor's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such

obligations shall terminate as to Bank provided transferee shall assume liability for any obligations arising during Bank's period of ownership.

4. NON-DISTURBANCE. Notwithstanding the subordination contained in Paragraph 1(a), in the event of a foreclosure of the Mortgage, or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Lessor under the Lease pursuant to an enforcement of the Mortgage, so long as there shall then exist no default by Lessee under the Lease (beyond any applicable notice and cure period), Bank agrees for itself and its successors and assigns that Lessee's use, possession, occupancy or enjoyment of the Property and the rights and privileges of Lessee under the Lease shall not be disturbed, diminished, extinguished or terminated by reason of any such foreclosure or other transfer, but rather, the Lease shall continue in full force and effect, and Bank and its successors-in-interest shall recognize and accept Lessee as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement. Lessee shall not be named in any foreclosure action nor will Bank join Lessee as party defendant in any action or proceeding under the Mortgage, unless required by law; provided, however, such joinder shall not result in the termination of the Lease or disturb, diminish or interfere with Lessee's use, possession, occupancy or enjoyment of the Property by Bank or such transferee, and the sale of the Property in any such action or proceeding and exercise by Bank of any of its other rights under the Mortgage shall be made subject to all rights of Lessee under the Lease. If Bank or its successors or assigns shall acquire the Property upon sale under the Mortgage or upon foreclosure in an action in which Bank shall have been required to name Lessee as a party defendant and if Lessee was not in default under the Lease beyond any applicable notice and cure period at the time when so named as a party defendant and is not in default under the Lease beyond any applicable notice and cure period at the time Bank or its successors or assigns shall so acquire the Property, Bank or its successors or assigns shall enter into a new lease with Lessee upon the same terms and conditions as contained in the Lease, except that the expiration date of such new lease shall coincide with the expiration date of the Lease, and Lessee shall execute such new lease and attorn to Bank or its successors or assigns, as applicable, so as to establish direct privity between Bank or its successors or assigns, as applicable, and Lessee.

5. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive and shall be in addition to any and all other rights and remedies provided by law and by other agreements among Bank, Borrower and Lessee.

(b) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement (referred to collectively in this Agreement as "notices") must be in writing and shall be sent by receipted personal delivery via nationally recognized courier or by registered or certified mail, return receipt requested, first-class postage prepaid:

(i) if to Lessee, at

Verizon Global Real Estate
Attn: Lease Administration
7701 E. Telecom Parkway
Mail Code FLTDSB1W
Temple Terrace, FL 33637
Phone #: 813-978-2066
Fax #: 813-978-4249
GLC #: 319970

with copies to:

Verizon Wireless
Attn: Area General Counsel
One Verizon Place
1B3LGL
Alpharetta, GA 30004

and

Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301
Attention: Irwin J. Fayne, Esq.

(ii) if to Bank, at

Wells Fargo Bank, National Association
Commercial Real Estate Group
3100 West End Ave.
9th Floor, Suite 900, MAC: W1021-090
Nashville, TN 37203-1320
Attn: Office Manager

Loan No. 1012198

Wells Fargo Bank, National Association
Minneapolis Loan Center
608 2nd Ave. S.
11th Floor, MAC: N9303-110
Minneapolis, MN 55402-1916

Attn: Disbursement Administrator

(iii) if to Lessor/Borrower, at

Inv Corners, LLC
c/o Bayer Properties, L.L.C
2222 Arlington Avenue
Birmingham, Alabama 35205
Attention: General Counsel

or at any other address that may be given by one party to the others by notice pursuant to this Paragraph. Such notices, if sent by certified or registered mail, shall be deemed to have been given upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail.

(c) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower, Lessee or any other person or entity. Whenever in this Agreement a party is obligated to pay for the reasonable attorneys' fees of another party, or the phrase "reasonable attorneys' fees" or similar phrase is used, it shall be such party's obligation to pay the attorneys' fees actually incurred or allocated.

(d) Further Assurances. At the request of any party hereto each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein, and shall do such further acts and things as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Agreement.

(e) Borrower, Lessor. If Borrower and Lessor are the same, each reference in this Agreement to Borrower or Lessor shall be deemed a reference to said person or entity in its respective capacity.

(f) Successors, Assigns, Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, all to the end that this Agreement shall bind the owner and holder of any fee or leasehold interest in or to the Property. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the principles of conflicts of law.

(g) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason or any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other person or circumstances shall not be affected, but, rather, shall be enforced to the fullest extent permitted by law.

(h) Entire Agreement; Requirements for Modification. This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in

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writing and duly executed by the party against whom the same is sought to be asserted.

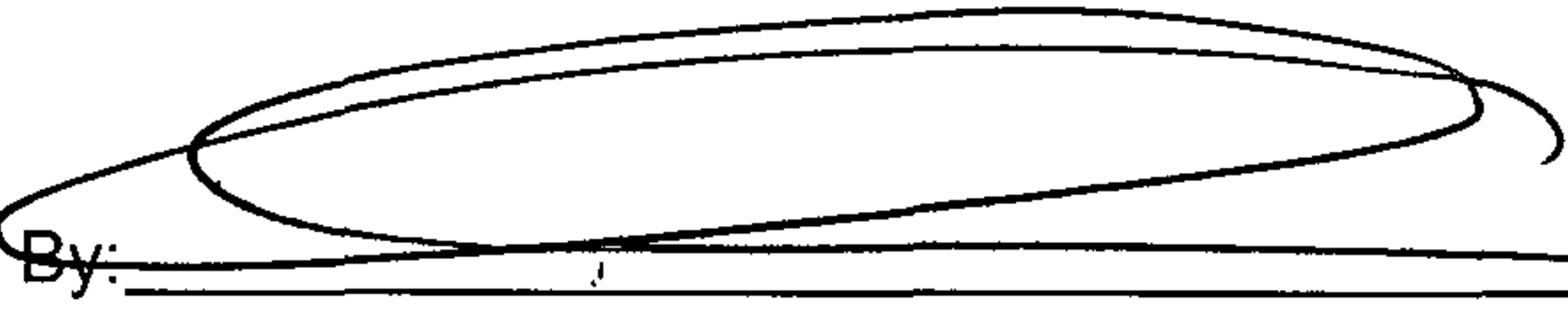
(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"LESSOR/BORROWER"

INV CORNERS LLC

By: 

Name: Andrew Osborne
Title: Authorized Signatory
Date: _____

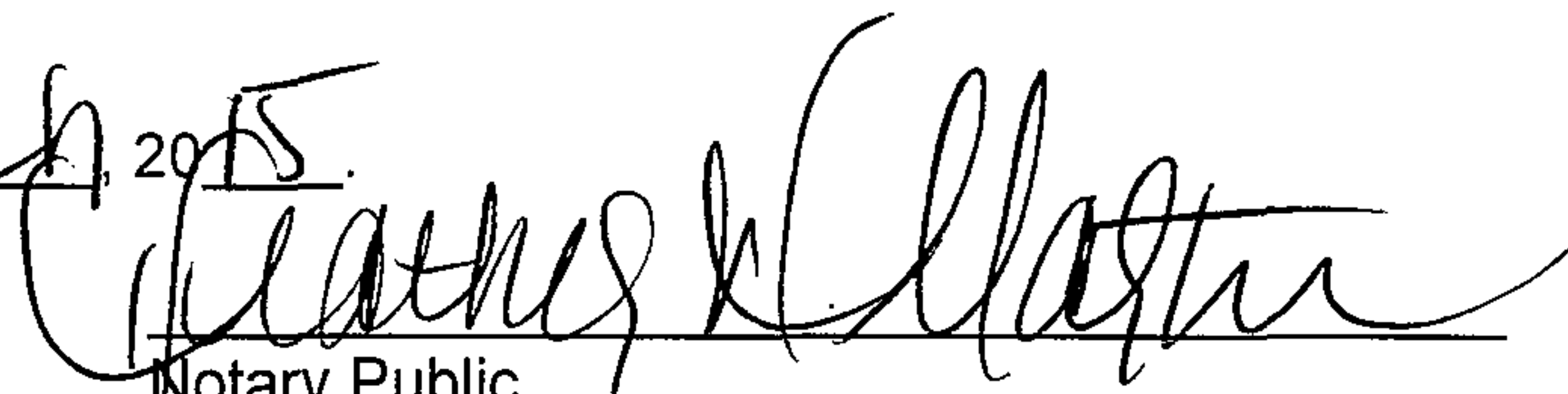
STATE OF Texas)
Saltwater COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew Osborne, whose name as Authorized Signatory of Inv Corners LLC, a Delaware limited liability company, is signed to the foregoing agreement and who is personally known to me or has produced _____ as identification, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such _____ and with full authority, executed the same voluntarily for and as the act of Inv Corners LLC.

Given under my hand this the 4th day of March, 2015.

[NOTARIAL SEAL]





Notary Public
My Commission Expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

"LESSEE"

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: 
Name: Dean A. Jones
Title: Director, RE/Facilities
Date: 2/27/15 South Area

STATE OF Georgia)
Fulton COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dean A. Jones, whose name as Dir, RE/Fac of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, is signed to the foregoing agreement and who is personally known to me or has produced N/A as identification, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such Dir, RE/Fac and with full authority, executed the same voluntarily for and as the act of Cellco Partnership d/b/a Verizon Wireless.

Given under my hand this the 27th day of February, 2015.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]



"BANK"

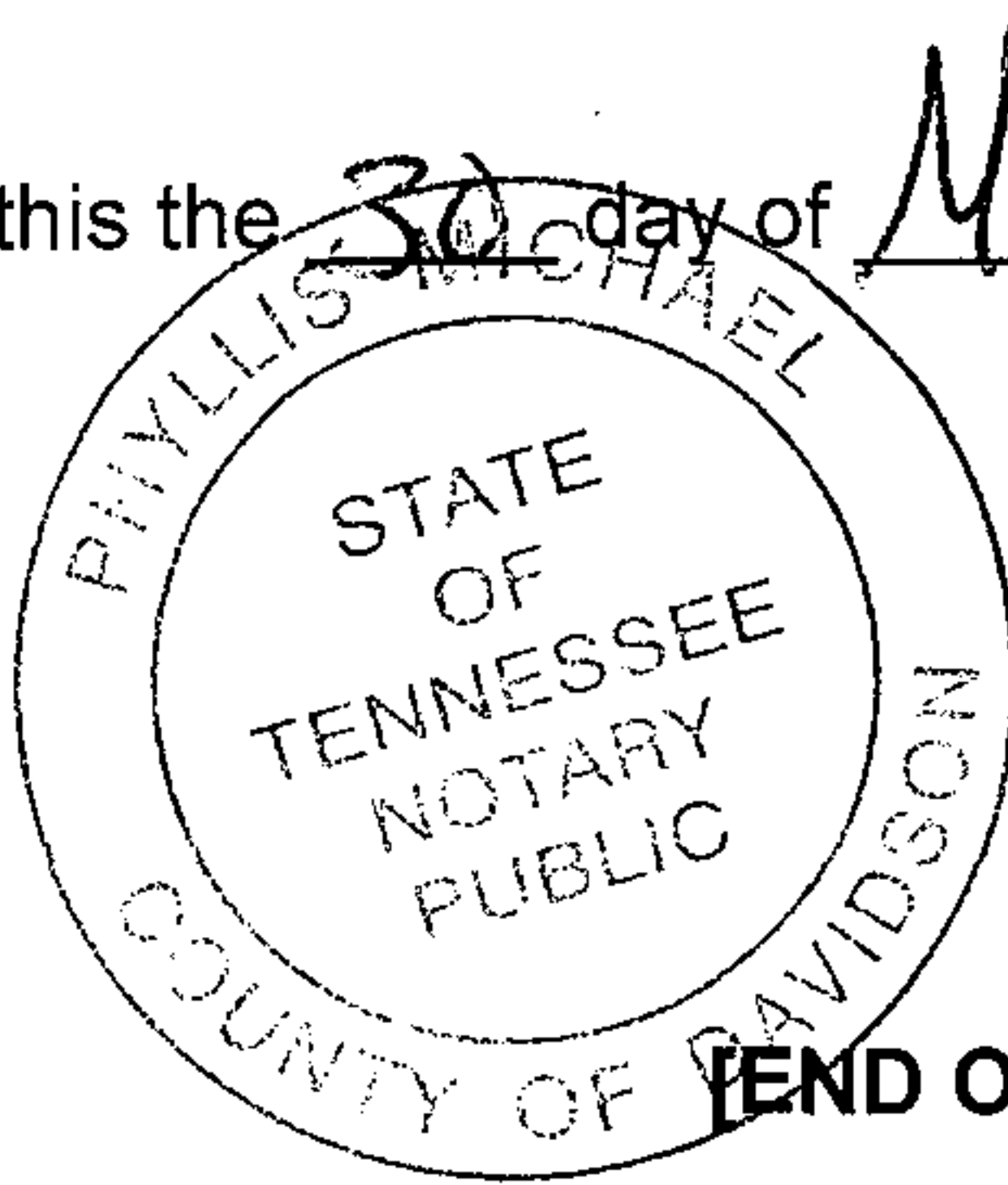
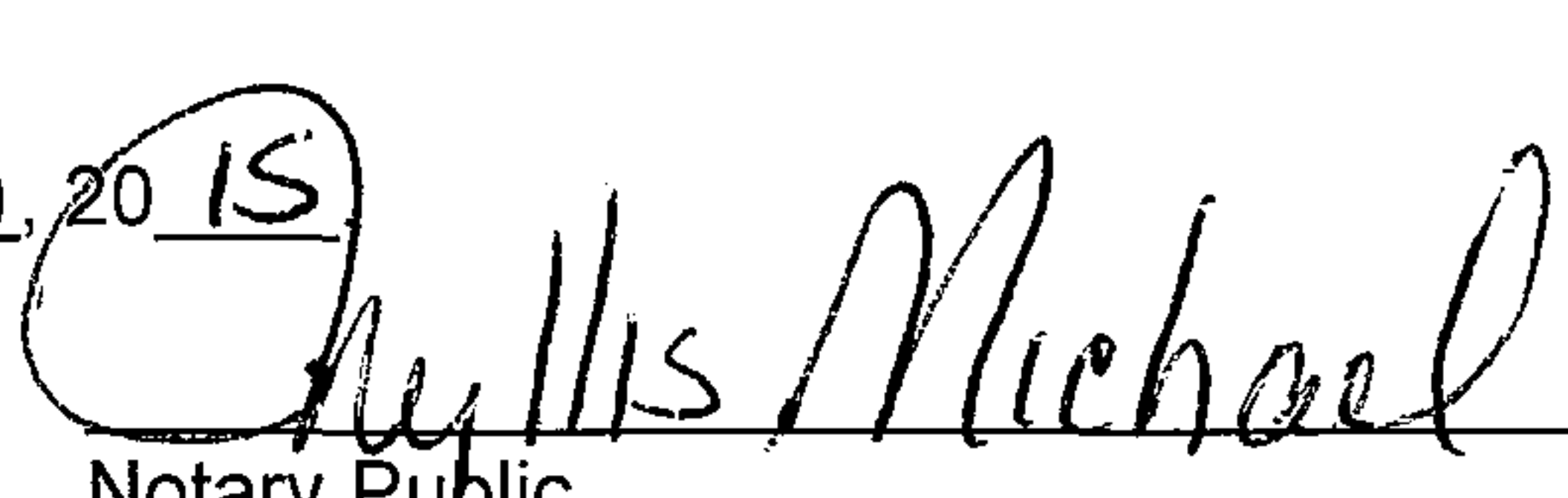
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WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Sam Broughs
Title: SVP
Date: 3.30.2015

STATE OF TENNESSEE)
DAVIDSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that SAM BROUGHs, whose name as SVP of Wells Fargo Bank, National Association, is signed to the foregoing agreement and who is personally known to me or has produced _____ as identification, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such SVP and with full authority, executed the same voluntarily for and as the act of Wells Fargo Bank, National Association.

Given under my hand this the 30 day of March, 2015
[NOTARIAL SEAL]  
Notary Public
My Commission Expires: 9/10/2018

[END OF SIGNATURES]

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

See Attached.

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The land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

TRACT 1: Inverness Corner Shopping Center

Parcel 1 (Fee):

All that piece, parcel or tract of land and being at the southeastern intersection of the U.S. Highway 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama, and being more particularly described as follows:

Beginning at a point on the southern edge of Valleydale Road (Route 17 Shelby County) and running with Valleydale Road fourteen (14) calls, to-wit: N 33°47'02"E for a distance of 212.20 feet to a point; thence North 30°13'44"E for a distance of 146.44 feet to a point; thence with a curve to the right with a chord bearing and distance of N33°33'44"E, 253.25 feet (R=1482.42 feet; AL=253.56 feet) to a point; thence a curve to the right with a chord bearing and distance of N42°28'26"E, 127.10 feet (R=1057.56 feet, AL=127.18 feet) to a point; thence with a curve to the right with a chord bearing and distance of N49°13'27"E, 220.45 feet (R=1527.67 feet; AL=220.65 feet) to a point; thence a curve to the right with a chord bearing and distance of N55°39'08"E, 147.90 feet (R=1968.19 feet; AL=147.93 feet) to a point; thence a curve to the left with a chord bearing and distance of N54°54'30"E, 173.97 feet (R=1326.78 feet; AL=174.10 feet) to a point; thence a curve to the left with a chord bearing and distance of N48°42'29"E, 157.02 feet (R=1554.42 feet; AL=157.08 feet) to a point; thence with a curve to the left with a chord bearing and distance of N42°39'05"E, 271.82 feet (R=1482.42 feet; AL=272.20 feet) to a point; thence with a curve to the left with a chord bearing and distance of N33°56'25"E, 54.11 feet (R=1482.42 feet; AL=54.12 feet) to a point; thence S57°06'20"E for a distance of 5.00 feet to a point; thence N31°40'47"E for a distance of 63.06 feet to a point; thence North 29°21'44"E for a distance of 36.77 feet to a point; thence N29°01'23"E for a distance of 200.22 feet to a point at the intersection of Valleydale Road and U.S. Highway 280; thence running with U.S. Highway 280 for two (2) courses, to-wit: S64°07'08"E for a distance of 69.95 feet to a point; thence S60°56'53"E for a distance of 172.15 feet to a point; thence leaving U.S. Highway 280 and running with property of Schlotsky's Realty for eight (8) courses to-wit: S29°00'44"W for a distance of 225.82 feet to an iron pin; thence running S74°00'05"W for a distance of 21.45 feet to a point; thence running N60°54'51"W for a distance of 11.83 feet to an iron pin; thence running S30°26'19"W 5.61 feet to a point; thence running a curve to the left with a chord bearing and distance of S39°06'56"E, 92.82 feet (R=50.00 feet; AL=118.95 feet) to a point; thence running N72°43'57"E for a distance of 23.89 feet to an iron pin; thence running with a curve to the right with a chord bearing and distance of S88°16'49"E 143.89 feet (R=220.50 feet; AL=146.58 feet) to an iron pin; thence North 29°01'47"E for a distance of 197.77 feet to a point on the southern margin of U.S. Highway 280; thence running with U.S. Highway 280 for two (2) calls, to-wit: S60°56'53"E for a distance of 234.60 feet to an iron pin; thence S61°19'38"E for a distance of 77.00 feet to an iron pin; thence leaving U.S. Highway 280 and running with Pier One Imports for six (6) courses, to-wit: S28°42'18"W for a distance of 110.80 feet to a point; thence running with a curve to the left with a chord bearing and distance of S17°53'25"W, 37.07 feet (R=99.92 feet; AL=37.29 feet) to a point; thence running S61°16'32"E for a distance of 191.05 feet to a point; thence with a curve to the right with a chord bearing and distance of S16°17'42"E, 42.43 feet (R=30.00 feet; AL=47.12 feet) to a point; thence running S28°42'18"W for a distance of 74.30 feet to a point; thence running N89°45'04"E for a distance of 17.14 feet to an iron pin; thence running S31°51'47"W for a distance of 46.24 feet to an iron pin; thence S16°23'44"E for a distance of 22.63 feet to an iron pin; thence S72°09'04"W for a distance of 33.85 feet to an iron pin; thence running with First National Bank of Shelby County for twelve (12) courses, to-wit: a curve to the left with a bearing and distance of N34°22'07"W, 91.27 feet (R=160.50

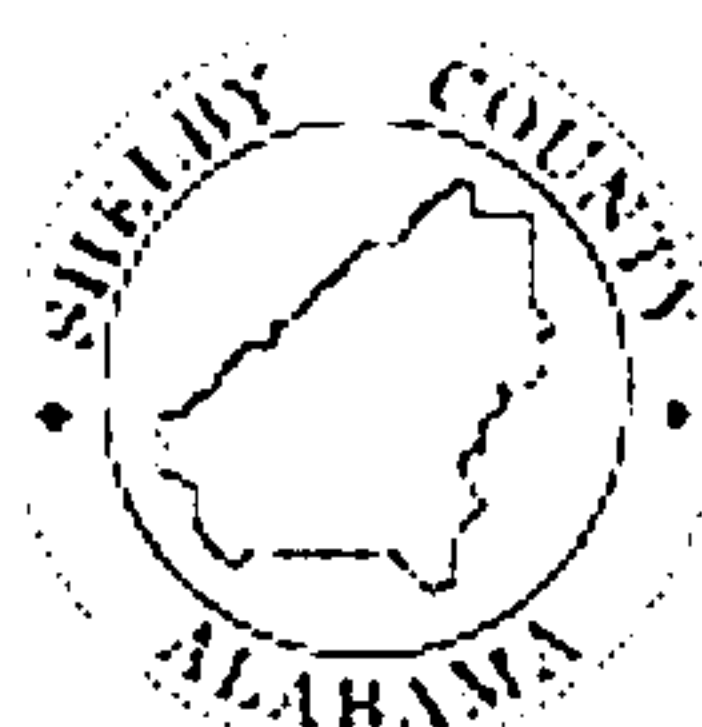
feet; AL=92.55 feet) to a point; thence S53°07'30"E for a distance of 9.55 feet to a point; thence running a curve to the left with a chord bearing and distance of N79°48'56"W, 31.44 feet (R=35.00 feet; AL=32.61 feet) to a point; thence running S73°35'14"W for a distance of 2.93 feet to a point; thence running a curve to the left with a chord bearing and distance of S66°53'41"W, 32.18 feet (R=140.00'; AL=32.25') to a point; thence run South 60°17'44"W for a distance of 10.54 feet to a point; thence running a curve to the right with a chord bearing and distance of S67°20'21"W, 24.52 (R=100.00 feet; AL=24.59 feet) to a point; thence running S74°28'33"W for a distance of 4.21 feet to a point; thence running with a curve to the left with a chord bearing and distance of S58°05'08"W, 30.31 feet (R=54.00 feet; AL=30.72 feet) to a point; thence running S41°52'54"W for a distance of 65.95 feet to a point; thence running with a curve to the left with a bearing and distance of S66°39'35"W, 57.35 feet (R=112.00 feet AL=57.99 feet) to a point; thence running S09°29'50"E for a distance of 163.23 feet to an iron pin; thence running with Parcel 36 for three (3) courses, to-wit: S83°45'52"W for a distance of 158.30 feet to an iron pin; thence running S18°47'15"W for a distance of 349.69 feet to an iron pin; thence running with property now or formerly of Investments Associates (formerly Met Life Insurance Company) for ten (10) courses, to-wit: S02°05'56"W for a distance of 237.37 feet to an iron pin; thence running N87°53'19"W for a distance of 590.29 feet to a point; thence running S00°21'07"E for a distance of 4.08 feet; thence running S85°52'52"W for a distance of 126.86 feet to a point; thence running S82°35'48"W for a distance of 122.74 feet to a point; thence running S84°24'44"W for a distance of 336.12 feet to a point; thence running S30°29'58"W for a distance of 6.13 feet to a point; thence running with a curve to the right with a chord bearing and distance of N80°13'35"W, 118.64 feet (R=201.26 feet; AL=120.43 feet) to an iron pin; thence running N63°00'24"W for a distance of 115.34 feet to a point; thence running with a curve to the left with a bearing and distance of S73°22'00"W, 110.36 feet (R=80.00 feet; AL=121.78 feet) to an iron pin; thence N60°07'50"W for a distance of 12.00 feet to the Point or Place of Beginning.

Parcel 2 (Easement):

Non-exclusive access easements as described in Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003 and recorded in Instrument No. 20031205000788530.

Parcel 3 (Easement):

Non-exclusive easements for access, ingress, egress, and utilities as described in Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc. dated April 30, 1996 and recorded in Instrument #1996-14793.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
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