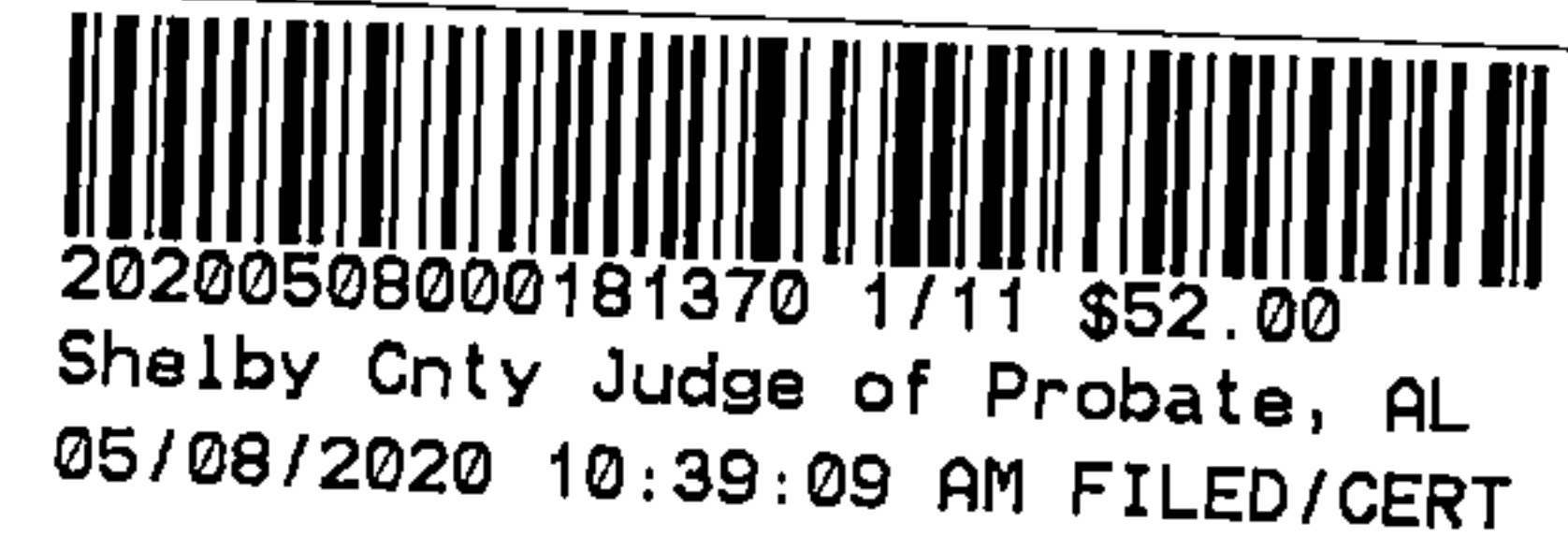


THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO:

Dwight L. Mixson, Jr.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203



ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), is made as of the 7th day of May, 2020 by **HOOVER AL INVESTORS, LLC**, a Virginia limited liability company (hereinafter called the "**Assignor**"), whose address is c/o Smith Packett Med-Com, LLC, 4423 Pheasant Ridge Road, Suite 301, Roanoke, Virginia 24014, Attention: Hunter D. Smith, in favor of **SYNOVUS BANK**, a Georgia state banking corporation, as administrative agent for itself and Lenders (hereinafter defined) (in such capacity, together with its successors and assigns, "**Administrative Agent**"), whose address is 800 Shades Creek Parkway, Suite 325, Birmingham, Alabama 35209, Attention: Seniors Housing and Healthcare Lending.

I. RECITALS:

This Assignment is made as additional security for a loan by Lenders to Assignor in the aggregate principal amount of up to **THIRTY-SIX MILLION NINE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN AND 00/100 DOLLARS (\$36,967,677.00)** (the "**Loan**") made pursuant to a Loan Agreement by and between Assignor, Administrative Agent and Lenders (as the same may hereafter be amended or supplemented, the "**Loan Agreement**"; *all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement*) and as security for certain other Loan Obligations. The Loan is evidenced by one or more Promissory Notes to a Lender in the aggregate principal amount of the Loan (such Promissory Notes, together with all extensions, renewals, modifications, consolidations, substitutions, replacements, restatements and increases thereof, are collectively referred to herein as the "**Note**"). The Loan is secured in part by the real property more particularly described on Exhibit "A" attached hereto and the improvements now or hereafter located thereon (collectively, the "**Property**").

II. GRANTING CLAUSES:

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof, and to assure performance of the agreements contained herein and in the Loan Documents, Assignor hereby assigns to Administrative Agent, for its benefit and the benefit of Lenders (to the fullest extent assignable), Assignor's right, title and interest (if any) in:



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2.1 Any and all oral and written leases, including, without limitation, that certain Lease Agreement dated as of the date hereof, between the Assignor, as lessor, and Hoover Operations, LLC, a Virginia limited liability company, as lessee, and all subleases, if any, and other agreements for the use or occupancy of the Property made or agreed to by, any Person (including, without limitation of the foregoing, Assignor and Administrative Agent under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Property, whether such leases, subleases or other agreements have been heretofore or are hereafter made or agreed to (such leases, subleases and other use and occupancy agreements being collectively referred to herein as the **"Leases"**);

2.2 The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the **"Rents"**) which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

2.3 Any and all moneys, awards or other payments made or payable by any and all lessees or sublessees under the Leases in lieu of Rents, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the **"Damages"**) which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

2.4 Any and all guaranties (collectively, the **"Guaranties"**) of any of the Leases, and the rights, powers, privileges and other benefits of the Assignor under the Guaranties;

2.5 All rights, powers, privileges, options and other benefits (collectively the **"Rights"**) of Assignor under the Leases, including without limitation of the foregoing:

(a) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as Rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(b) the right to make all waivers and agreements, including waivers of obligations of lessees or sublessees;

(c) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee or sublessee;

(d) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(e) the right to do any and all other things whatsoever which Assignor is or may become entitled to under the Leases; and

(f) the right to exercise any option required or permitted;

and Assignor authorizes Administrative Agent as follows:



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- (i) to manage the Property and let and relet the Property, or any part thereof according to Administrative Agent's own discretion;
- (ii) to prosecute or defend any suits in connection with the Property in the name of any or all of Administrative Agent or Assignor as it may consider desirable;
- (iii) to enforce or take any other action in connection with the Leases in the name of any or all of Administrative Agent or Assignor;
- (iv) to make such repairs to the Property as Administrative Agent may deem reasonably advisable; and
- (v) to do anything in or about the Property that Administrative Agent may deem reasonably advisable or that the Assignor has the right or power to do.

TO HAVE AND TO HOLD unto Administrative Agent, its successors and assigns, for its benefit and the benefit of Lenders, forever, subject to and upon the terms set forth herein.

Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Assignor shall have the right and license to collect and use all Rights, Rents and Damages due or arising under the Leases, and, subject to the covenants and restrictions on Assignor contained in Section III and the other paragraphs of this Assignment, to exercise the rights and privileges herein, provided, however, that such license shall be revoked during the pendency of an Event of Default (as herein defined).

III. COVENANTS:

3.1 No Other Assignment. Assignor warrants, represents, and covenants that it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the Rents due or to become due thereunder, that there has been no previous and, without Administrative Agent's prior written consent as to form and substance, Assignor will permit no future assignment (as collateral or otherwise) of the Assignor's right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Administrative Agent, that, to the best of Assignor's knowledge as of the date hereof, the lessees or sublessees are not in default under the Leases and to the best of Assignor's knowledge as of the date hereof, have no defenses, setoffs, or counterclaims against the lessor under the Leases, that no Rents reserved in the Leases has been assigned or anticipated, and that no Rents for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the time when the said Rents become or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Administrative Agent by Assignor.

3.2 Management. At all times until this Assignment is released, or until the assignment granted hereby is exercised by Administrative Agent, and at all times thereafter



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during which Administrative Agent is not in actual or constructive possession of the Property, Assignor shall cause the Property to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Assignor shall not permit any of the Rents to be collected in advance, except that monthly Rents due and payable under the Leases may be collected for each current month in advance. Except as otherwise expressly permitted in the Loan Agreement, Assignor shall not (a) terminate, alter, modify, amend or change any of the terms of any of the Leases or the Guaranties or (b) give any consent, concession or waiver under any of the Leases or (c) exercise any option available to the lessor under the Leases in the event of casualty damage or condemnation affecting the Property or (d) accept the surrender thereof or (e) consent to any assignment or subletting under any of the Leases or (f) convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein, so as, in any such case, to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees or sublessees thereunder, without the prior written consent of Administrative Agent. Assignor shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases to any deed of trust, mortgage, or other encumbrance, or permit, consent, or agree to such subordination without the prior written consent of Administrative Agent. Assignor shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee or sublessee to protect such lessor's interest or immediately upon written request from Administrative Agent, and in the event Administrative Agent requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Assignor shall, but only at the discretion of Administrative Agent, give any consent of lessor under any of the Leases, or exercise any option available to lessor under any of the Leases in the event of casualty or condemnation affecting the Property. Assignor shall execute and deliver, at the written request of Administrative Agent, all such further assurances and assignments as Administrative Agent from time to time shall require.

3.3 Execution of Leases. Assignor shall not permit any Leases to be made hereafter of all or any portion of the Property, other than Leases first submitted to and approved by Administrative Agent and in compliance with the conditions of the Loan Agreement.

3.4 Notice of Lessor's Default. Assignor shall cause notice to be given to Administrative Agent of any notice of default by the lessee or sublessee under any of the Leases, which default is of a nature which would permit such lessee or sublessee to terminate such lessee's or sublessee's Lease, promptly upon the receipt of notice of such default, but in all events in sufficient time to afford to Administrative Agent an opportunity to cure any such default prior to the lessee or sublessee under the subject Lease having any right to terminate the Lease by reason of such default.

3.5 Administrative Agent to be Creditor of Lessee or Sublessees. To the extent permitted by law, Administrative Agent shall be deemed to be the creditor of each lessee and sublessee in the Leases in respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee or sublessee (without obligation on the part of Administrative Agent, however, to file or make timely filings of claims in such proceedings or otherwise to pursue



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creditor's rights therein). Assignor hereby assigns to Administrative Agent any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Administrative Agent to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Administrative Agent as such creditor in payment of the principal and interest installments secured by or to be paid under the Loan next falling due. To the extent permitted by law, Assignor hereby appoints Administrative Agent as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

IV. DEFAULTS AND REMEDIES:

4.1 Defaults. The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents shall constitute an Event of Default hereunder.

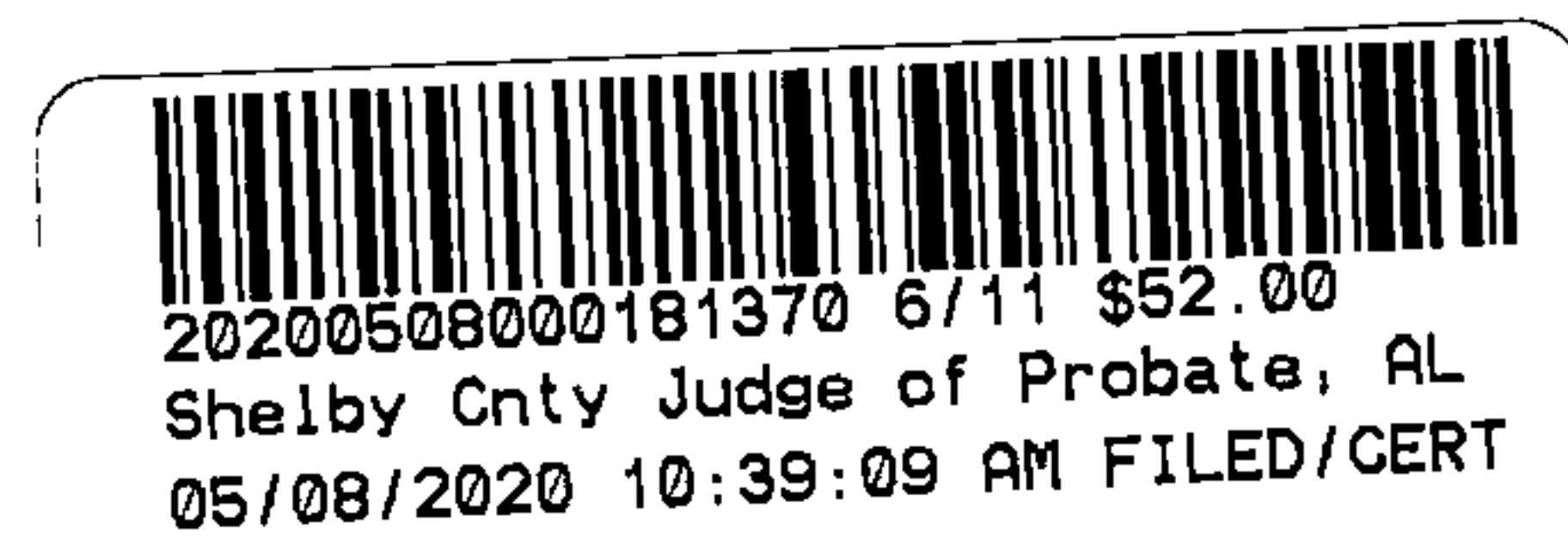
4.2 Exercise of This Assignment of Leases and Rents.

(a) Administrative Agent may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property, or both, and otherwise exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Administrative Agent and without waiving such Event of Default.

(b) In the event Administrative Agent elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Assignor such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Administrative Agent, from time to time upon the occurrence of any Event of Default under this Assignment, which Event of Default is continuing shall have all the rights granted hereby.

4.3 Nature of Remedies. No delay or omission on the part of Administrative Agent in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Administrative Agent under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Property, or either of them, at the sole discretion of Administrative Agent and may be exercised as often as occasion therefor shall arise.

4.4 Application of Rents. Administrative Agent shall have the power to apply the Rents and Damages, in such order as Administrative Agent may determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Note and the other Loan Documents, including, without limitation, the payment of all advances and expenses incurred by Administrative Agent under the Loan Documents and all expenses for the care and management of the Property, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting Rents, and the expenses and fees of all attorneys, agents, and servants, which expenses Administrative Agent may deem to be necessary



to exercise the powers granted to the Administrative Agent hereunder. The receipt by Administrative Agent of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Note or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 Limitation of Administrative Agent's Obligations. Administrative Agent's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Administrative Agent shall not be liable for uncollected Rents or for any claim for damages or set-offs arising out of Administrative Agent's management of the Property other than for damages arising from Administrative Agent's gross negligence or willful misconduct. Administrative Agent shall not be liable to any lessee or sublessee under the Leases for the return of any security deposit made under any Lease of any portion of the Property unless Administrative Agent shall have received such security deposit from the lessor or such lessee or sublessee. Administrative Agent shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Administrative Agent be responsible for any act committed by the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Administrative Agent a mortgagee in possession of the Property or any part thereof.

4.6 Reimbursement. Assignor shall reimburse, indemnify, and hold Administrative Agent harmless for and from expenses, losses, damages, and liabilities which Administrative Agent may incur (except for any such expenses, losses, damages and liabilities caused by Administrative Agent's gross negligence or willful misconduct) by reason of this Assignment, or by reason of any of the Leases, or incurred in connection with exercising any of the rights granted in this Assignment. Any and all amounts due to Administrative Agent under this Section 4.6 shall be immediately due and payable following written notice to Assignor and shall be added to the principal amount of the Note and secured by this Assignment and the other Loan Documents.

4.7 Authorization to Lessees or Sublessees. Each present and future lessee or sublessee under any of the Leases is hereby authorized and directed to pay the Rents payable thereunder to Administrative Agent upon written demand from Administrative Agent stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Administrative Agent is rightfully entitled to such Rents.

V. MISCELLANEOUS

5.1 Modification of Loan Terms. If the time of payment of all indebtedness secured hereby or any part thereof is extended at any time or times, or if the Loan is renewed, modified, or replaced, or if any security for the Loan is released, Assignor and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions, renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force and effect, the right of recourse against all such parties being reserved by Administrative Agent.

5.2 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor, Administrative Agent and Lenders and all Persons (including owners, lessees and sublessees) which may hereafter obtain any interest in the Property.

5.3 Notices. Whenever notice may appropriately be given under this Assignment, such notice shall be given in accordance with the provisions for notice as set forth in the Loan Agreement.

5.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

5.5 Severability. If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by law.

5.6 Termination. The recording of a satisfaction of the Mortgage, Security Agreement and Fixture Filing executed by Assignor in favor of Administrative Agent, for its benefit and the benefit of Lenders, granting a first priority lien upon the Property as security for the Loan shall terminate this Assignment; provided, Administrative Agent shall, within ten (10) days after the underlying obligations of the Loan Documents have been paid and satisfied in full, have provided to Assignor, in form acceptable for recordation, an executed and acknowledged certificate of satisfaction or deed of release for the lien of the First Mortgage and Security Agreement and Fixture Financing Statement of record (and thereby terminating this Assignment).

5.7 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF ASSIGNOR, LENDERS AND ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDERS, ADMINISTRATIVE AGENT AND/OR ASSIGNOR WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ASSIGNOR AGREES THAT ADMINISTRATIVE AGENT MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF ASSIGNOR IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDERS TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN ASSIGNOR, LENDERS AND



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ADMINISTRATIVE AGENT SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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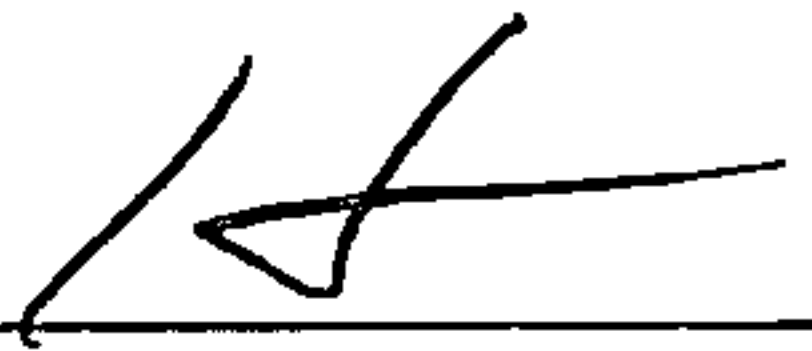
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

HOOVER AL INVESTORS, LLC,
a Virginia limited liability company

By: SP Hoover, LLC,
a Virginia limited liability company
Its Sole Member

By: Smith/Packett Med-Com, LLC
a Virginia limited liability company
Its Manager

BY: 
Hunter D. Smith
Its Vice Chairman Manager

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hunter D. Smith, whose name as Vice Chairman Manager of Smith/Packett Med-Com, LLC, a Virginia limited liability company, the Manager of SP Hoover, LLC, a Virginia limited liability company, the Sole Member of Hoover AL Investors, LLC, a Virginia limited liability company, is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Vice Chairman Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and seal this 24 day of April, 2020.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 06/29/2028



EXHIBIT "A"

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LEGAL DESCRIPTION

PARCEL 1:

Part of the SW 1/4 of Section 19, and part of the NW 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing iron rebar being at a point of intersection with the East right of way line of U.S. Highway No. 31 and the North right of way line of Parkway Lake Drive, as shown on a map of Parkway Lake Drive Relocation as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in an Easterly direction along the North right of way line of said Parkway Lake Drive for a distance of 120.24 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 94 degrees 20 minutes 50 seconds and run in a Northerly direction for a distance of 141.17 feet to an existing iron rebar; thence turn an angle to the left of 1 degree 08 minutes 07 seconds and run in a Northerly direction for a distance of 110.40 feet; thence turn an angle to the right of 53 degrees 18 minutes 50 seconds and run in a Northeasterly direction for a distance of 35.78 feet; thence turn an angle to the right of 25 degrees 40 minutes 42 seconds and run in a Northeasterly direction for a distance of 34.66 feet; thence turn an angle to the left of 12 degrees 16 minutes 36 seconds and run in a Northeasterly direction for a distance of 57.09 feet; thence turn an angle to the left of 43 degrees 20 minutes 33 seconds and run in a Northeasterly direction for a distance of 64.60 feet; thence turn an angle to the left of 118 degrees 19 minutes 41 seconds and run in a Westerly direction for a distance of 99.82 feet; thence turn an angle to the right of 21 degrees 40 minutes 26 seconds and run in a Northwesterly direction for a distance of 35.52 feet; thence turn an angle to the right of 58 degrees 03 minutes 11 seconds and run in a Northwesterly direction for a distance of 34.09 feet; thence turn an angle to the right of 11 degrees 38 minutes 07 seconds and run in a Northerly direction for a distance of 15.82 feet to a point of intersection with the East right of way line of U.S. Highway No. 31; thence turn an angle to the right of 9 degrees 13 minutes 37 seconds and run in a Northeasterly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 123.48 feet to an existing iron rebar; thence turn an angle to the right of 83 degrees 40 minutes 55 seconds and run in an Easterly direction for a distance of 628.01 feet to an existing iron rebar being on the West right of way line of Parkway Lake Drive and being in a curve, said curve being concave in a Westerly direction and having a central angle of 9 degrees 54 minutes 46 seconds and a radius of 691.60 feet; thence turn an angle to the right (85 degrees 09 minutes 01 seconds to the chord of said curve) and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 119.65 feet to an existing iron rebar; thence continue in a Southerly direction along a line tangent to the end of said curve and along the West right of way line of said Parkway Lake Drive for a distance of 16.51 feet to an existing iron rebar and the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 2 degrees 56 minutes 26 seconds and a radius of 360.34 feet; thence turn an angle to the left and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 18.49 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 degrees 17 minutes 50 seconds from the Chord of



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last mentioned curve) and run in a Westerly direction for a distance of 10.48 feet to an existing iron rebar set by Laurence D. Weygand and being on the curved Westerly right of way line of Parkway Lake Drive, said curve being concave in a Northeasterly direction and having a central angle of 27 degrees 47 minutes 33 seconds and a radius of 443.10 feet; thence turn an angle to the left (103 degrees 57 minutes 41 seconds to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve and along the West right of way line of Parkway Lake Drive for a distance of 214.93 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (55 degrees 01 minutes 55 1/2 seconds from last mentioned chord) and run in a Southwesterly direction along the West right of way line of Parkway Lake Drive for a distance of 104.50 feet to an existing iron rebar and to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 6 degrees 29 minutes 08 seconds and a radius of 777.04 feet; thence turn an angle to the right (36 degrees 52 minutes 42 seconds to the chord of said curve) and run in a Southwesterly direction along the arc of said curve and along the Northwest right of way line of Parkway Lake Drive for a distance of 87.96 feet to an existing iron rebar; thence run in a Southwesterly direction along the Northwest right of way line of said Parkway Lake Drive for a distance of 178.87 feet to an existing iron rebar being the point of beginning of a new curve, said latest curve being concave in a Northerly direction, having a central angle of 21 degrees 54 minutes 12 seconds and a radius of 894.01 feet; thence turn an angle to the right and run in a Southwesterly and Westerly direction along the arc of said curve and along the North right of way line of Parkway Lake Drive for a distance of 341.77 feet to an existing iron rebar; thence turn an angle to the right (46 degrees 01 minutes from the chord of last mentioned curve) and run in a Northwesterly direction along the North right of way line of Parkway Lake Drive for a distance of 83.08 feet to an existing iron rebar; thence turn an angle to the left of 30 degrees 28 minutes 17 seconds and run in a Westerly direction along the North right of way line of Parkway Lake Drive for a distance of 1.06 feet, more or less, to the point of beginning.

PARCEL 2:

Part of the SW 1/4 of Section 19 and part of the NW 1/4 of the of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being at a point of intersection of the East right of way line of US Highway No. 31 and the north right of way line of Parkway Lake Drive as shown in a map of Parkway Lake Drive Relocation, as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, run in an Easterly direction along the North line of said Parkway Lake Drive for a distance of 57.69 feet; thence turn an angle to the left of 102 degrees 16 minutes 15 seconds and run in a Northerly direction for a distance of 155.02 feet; thence turn an angle to the left of 77 degrees 34 minutes 39 seconds and run in a Westerly direction for a distance of 24.34 feet to a point on the East right of way line of US Highway No. 31; thence turn an angle to the left of 90 degrees and run in a Southerly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 151.54 feet, more or less, to the point of beginning.