

THIS INSTRUMENT PREPARED BY:
Bethany H. Sneed
Harrison & Gammons, P.C.
2430 L & N Drive SW Huntsville, AL 35801
(256) 533-7711 SC21341 (Chelsea, AL)

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

LAND AND LAND USE RESTRICTIVE AGREEMENT

THIS RESTRICTIVE AGREEMENT (the "Agreement") is made this 10th day of March, 2022 by and between **THE BROADWAY GROUP, LLC, an Alabama limited liability company** (hereinafter referred to as "A"), and **KME DEVELOPMENT, LLC, an Alabama limited liability company** (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) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) omitted; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) omitted; (n) omitted; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (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) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; 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 perpetually to the extent permitted by law.

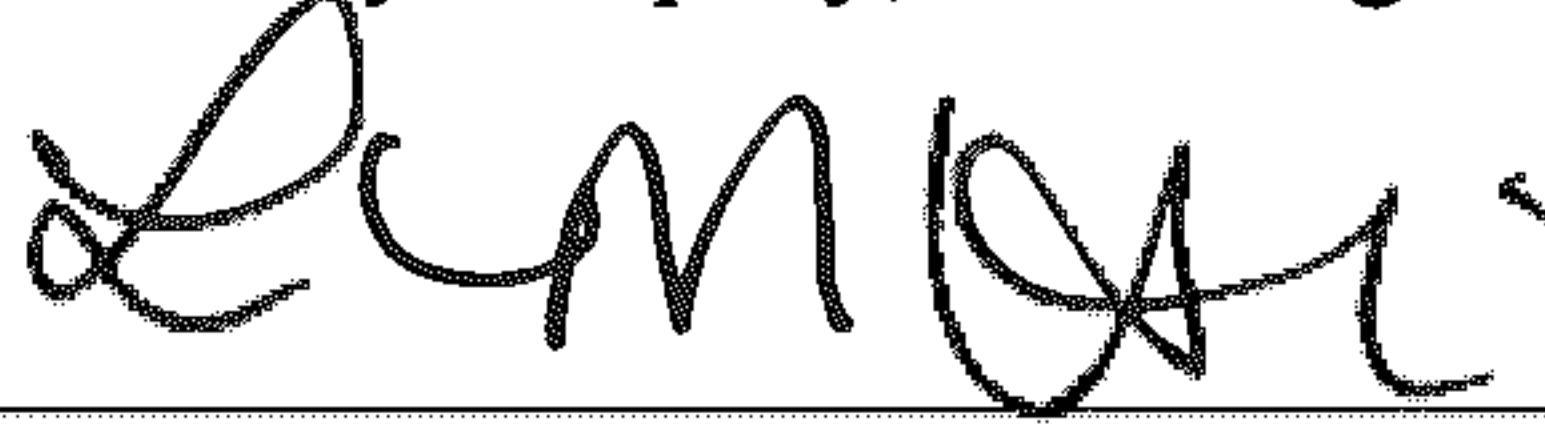
4. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of **ALABAMA**. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation 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 leasing the property. Time is of the essence of this Agreement.

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

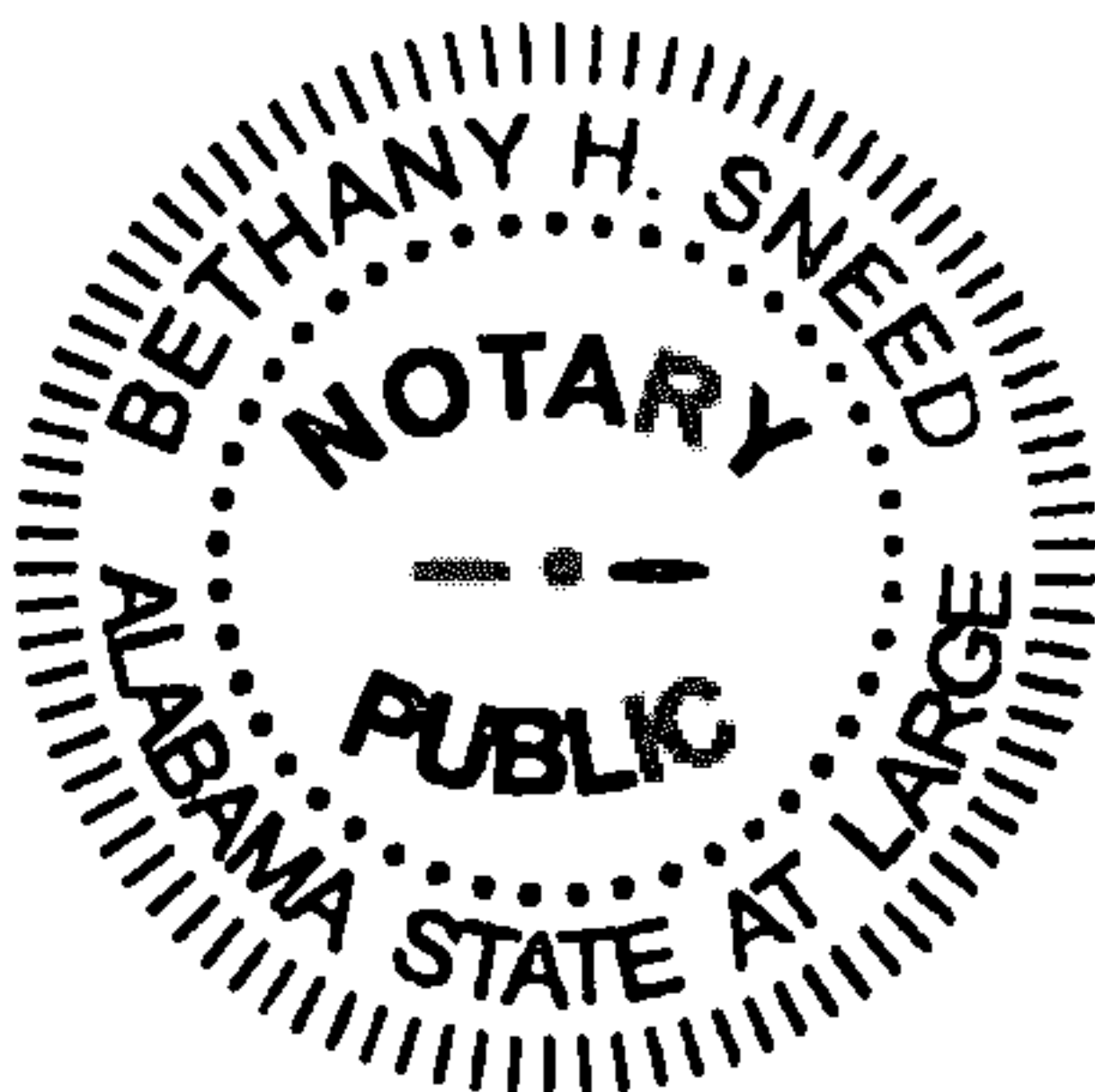
By: Broadway Management, LLC, an Alabama limited liability company, its Manager

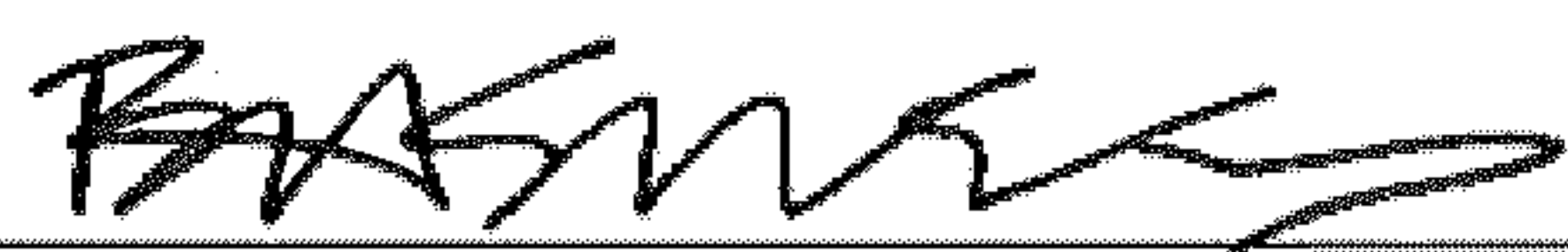
By: 
Lisa M. Hawkins, Authorized Agent

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 M. 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 10th day of March, 2022.




Notary Public
My Commission Expires: 9-17-2023

[SIGNATURE AND NOTARY OF B ON THE FOLLOWING PAGE]

B:

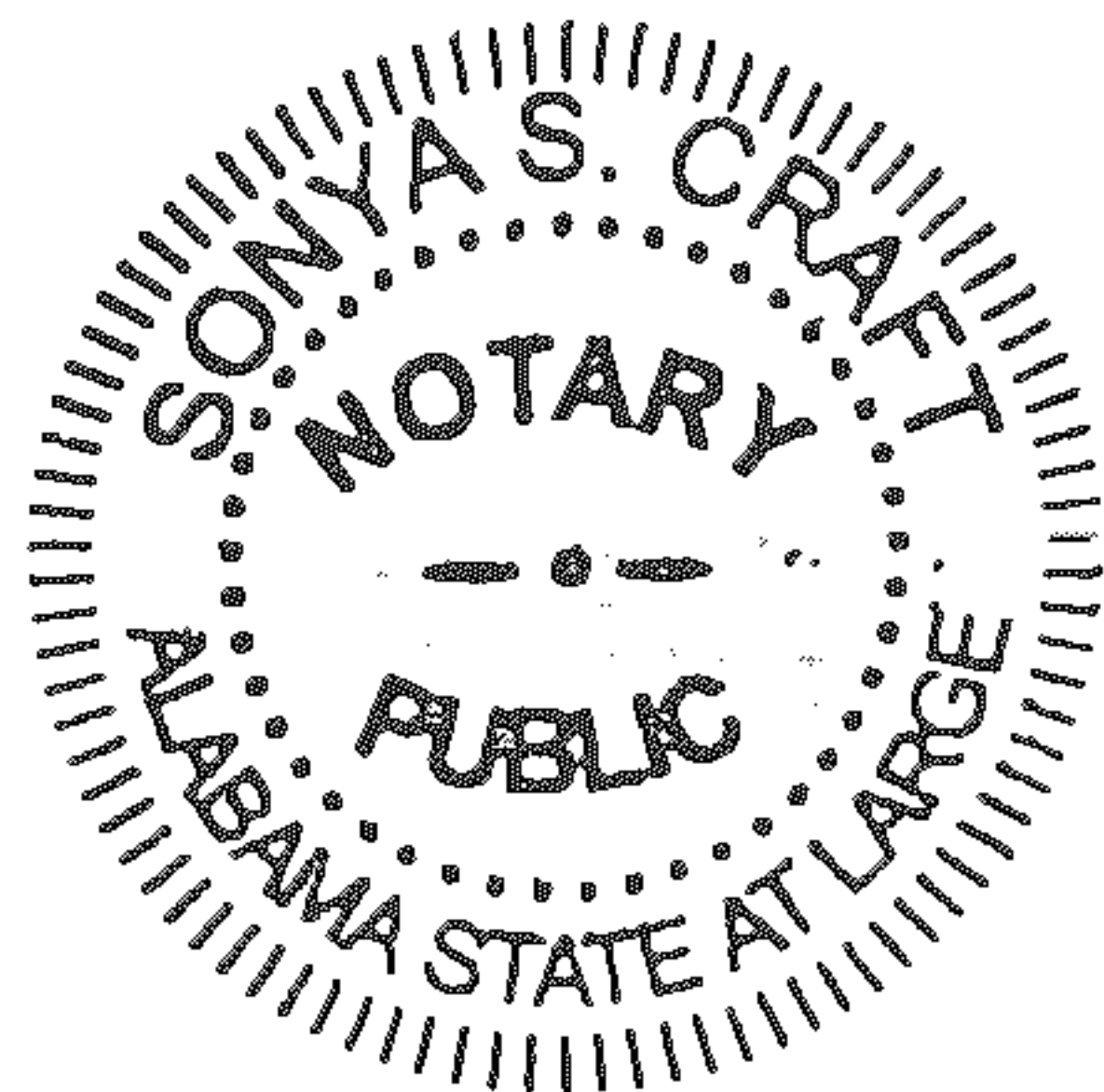
KME DEVELOPMENT, LLC, an Alabama limited liability company

By: 
Lisa M. 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 M. HAWKINS**, whose name as Authorized Agent of **KME DEVELOPMENT, 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 act of said entity on the day the same bears date.

Given under my hand and seal this the 10th day of March, 2022.



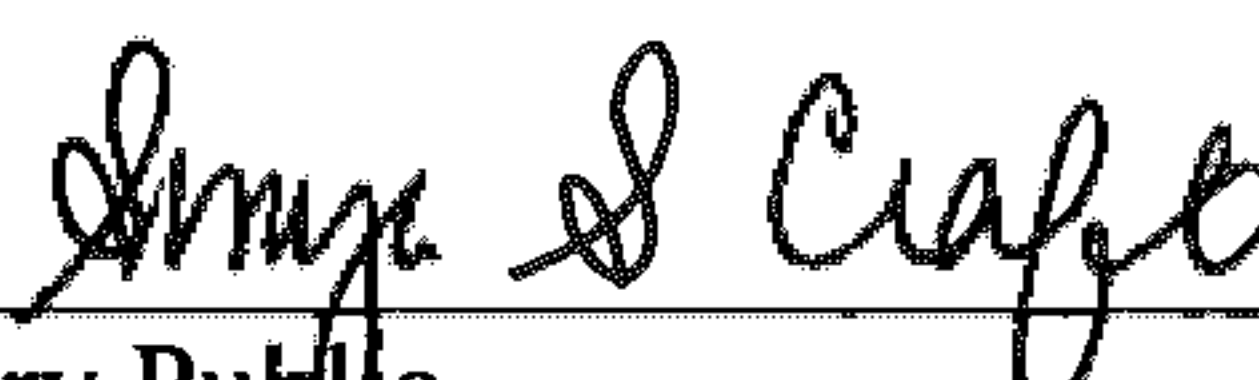

Notary Public
My Commission Expires: 9/6/2022

EXHIBIT "A"

Legal Description of A Tract

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5 TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1-A OF NEW RETAIL SUBDIVISION, AS RECORDED IN MAP BOOK 55, PAGE 57, PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

CONTAINING 1.87 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of B Tract

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5 TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 2-A OF NEW RETAIL SUBDIVISION, AS RECORDED IN MAP BOOK 55, PAGE 57, PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

CONTAINING 1.32 ACRES, MORE OR LESS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/21/2022 11:32:55 AM
\$37.00 JOANN
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Allen S. Bayl