County Division Code: AL040
Inst. # 2023107252 Pages: 1 of 24
I certify this instrument filed on
12/5/2023 11:34 AM Doc: XFRL
Judge of Probate

Jefferson County, AL. Rec: \$85.00

Clerk: NICOLE

20231205000351490 12/05/2023 02:39:00 PM ASSIGN 1/14

Prepared By and When Recorded Return to:

SHUMAKER

Shumaker, Loop & Kendrick, LLP P.O. Box 49948
Sarasota, FL 34230-6948
Phone: (941) 364-2741

Attention: Saralyn Abel Dorrill, Esq.

ASSIGNMENT OF LEASES, RENTS AND PROFITS (HYPOTHECATED)

This is an Assignment of Leases, Rents and Profits (Hypothecated) made by R.K.M. Development Corp., a Florida corporation (hereinafter referred to as "Borrower"); RKM Reel DG Trinity, LLC, a Florida limited liability company, as to Parcel 1 as described on Exhibit "A" attached hereto; RKM Reel Bonita Springs DG, LLC, a Florida limited liability company, as to Parcel 2 as described on Exhibit "A" attached hereto; PSL Walton LLC, a Florida limited liability company, as to Parcel 3 as described on Exhibit "A" attached hereto; RKM Crystal LLC, a Florida limited liability company, as to Parcel 4 as described on Exhibit "A" attached hereto; RKM Stadium Trace, L.L.C., an Alabama limited liability company, as to Parcel 5 as described on Exhibit "A" attached hereto, and R.K.M. 'BAMA, Inc., an Alabama corporation, as to Parcel 6 as described on Exhibit "A" attached hereto (RKM Reel DG Trinity, LLC, a Florida limited liability company, RKM Reel Bonita Springs DG, LLC, a Florida limited liability company, PSL Walton LLC, a Florida limited liability company, RKM Crystal LLC, a Florida limited liability company, RKM Stadium Trace, L.L.C., an Alabama limited liability company and R.K.M. 'BAMA, Inc., an Alabama corporation hereinafter collectively referred to as "Assignors") to The Northern Trust Company, an Illinois banking corporation, hereinafter referred to as "Lender," dated as of this 27 day of November, 2023.

STATEMENT OF FACT

- A. Lender is, of even date herewith, making a loan to Borrower, which loan is evidenced and secured by a Renewal Revolving Line of Credit Commercial Promissory Note and a Mortgage and Security Agreement (Hypothecated) (A Multi-State Mortgage), which Mortgage and Security Agreement (Hypothecated) (A Multi-State Mortgage) encumbers that property described in Exhibit "A" annexed hereto, hereinafter referred to as the "Property."
- B. As additional security for the loan, Lender is requiring that Borrower and Assignors execute this Assignment of Leases, Rents and Profits.

AGREEMENT

In consideration of and as an inducement to Lender to make the loan to Borrower, Borrower and Assignors agree as follows:

- 1. Assignors hereby assign to Lender all the rents, revenues, issues and profits arising from the Property and all leases affecting the Property, but until default by Borrower in that certain Renewal Revolving Line of Credit Commercial Promissory Note of even date herewith in the sum of Eleven Million and No/100 Dollars (\$11,000,000.00), hereinafter referred to as the "Note," or the real property Mortgage and Security Agreement (Hypothecated) (A Multi-State Mortgage) encumbering the Property which is securing the payment of the Note, hereinafter referred to as "Mortgage," Assignors may continue in possession of the Property and may continue to collect such rents, revenues, issues and profits, and any tenants of any portions of the Property may continue to pay rent to Assignors.
- 2. Upon default by Borrower in any payment or act required under the Note and of Borrower and/or Assignors under the Mortgage, Lender shall be entitled to possession under the leasehold rights of Assignors in and to the Property and to receive said rents, revenues, issues and profits therefrom whether they arise under leases now existing or hereafter entered into and shall be entitled to apply any amounts so received in satisfaction of any obligations due Lender from Borrower under the Note and of Borrower and/or Assignors under the Mortgage, and Assignors do hereby name and constitute Lender as their Attorney-in-Fact to transfer to Lender or Lender's designee the leasehold interest of Assignors to the Property and to sue for and to collect all rents, revenues, issues and profits due and which may become due relative to said leasehold interest, and Assignors authorize and direct all tenants of the Property to pay over such rents, revenues, issues and profits to Lender upon receipt of written notice of Borrower's default under the Note and of Borrower's and/or Assignors' default under the Mortgage and to continue to make such payments to Lender until otherwise notified by Lender.
- 3. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender; nor for the carrying out of the terms and conditions of any leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, invitee, employee or stranger.
- 4. Assignors agree that they will not enter into, modify, compromise, encumber or terminate any leases concerning the Property so long as any indebtedness under the Note and Mortgage remains unpaid without the prior written consent of Lender.
- 5. This Assignment is cumulative to the assignment provisions contained in the Mortgage.
- 6. This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Borrower, Assignors and Lender.

- 7. This Assignment is a collateral assignment only and upon the full satisfaction and discharge of the Mortgage and full payment of the Note this Assignment shall then and there become null and void.
- 8. Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 9. Assignors do hereby empower Lender, its agents or attorneys to collect, settle, compromise and sue for all of the rents that may become due under any of the leases and avail itself of and pursue all remedies for the enforcement of said leases and Assignors' rights in and under said leases as Assignors might have pursued but for this Assignment.
- 10. Assignors warrant that signed duplicates of all existing leases have been delivered to Lender and signed duplicates of all future leases shall be delivered to Lender upon the execution thereof, and said duplicates as delivered to Lender shall be true and correct duplicates; that Assignors have not heretofore assigned or pledged the same or any interest therein, and in regard to presently existing leases no default exists on the part of the lessees, or Assignors, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said leases contained; that no rent has been paid by any of the lessees for more than two (2) months in advance; and that the payment of none of the rents to accrue under said leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignors directly or indirectly.
- 11. Assignors shall perform all of Assignors' covenants and agreements as lessor under said leases and shall not suffer or permit to occur any release of liability of the lessees, shall not grant any rights to the lessees to withhold payment of rent, shall give prompt notice to Lender of any notice of default on the part of Assignors with respect to said leases received from the lessees thereunder and shall furnish Lender with complete copies of said notices.

(Signatures on the following pages)

IN WITNESS WHEREOF, Borrower and date set forth above.	Assignors have executed this Assignment the	
WITNESSES:	BORROWER:	
Print Name: Sandragh. Ogrizoul Address: 1515 Ringfrag Block +1180 Sava sofa fi 34234 Print Name: ROBERT D STADLEL Address: 1515 RINLING BLUD H1100 SINA-SOTA, FL 34236	R.K.M. Development Corp., a Florida corporation By: William C. Lloyd, as its President Address: 147 2 nd Ave. South, Suite 400 St. Petersburg, FL 33701	
STATE OF FLORIDA COUNTY OF fine As The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of November, 2023, by William C. Lloyd, as the President of R.K.M. Development Corp., a Florida corporation, on behalf of the corporation. Notary Public Print Name: Author My Commission Expires:		

SANDRA M. OGRIZOVICH

Notary Public - State of Florida Commission # HH 461206

My Comm. Expires Nov 2, 2027

WITNESSES:	ASSIGNORS:
	RKM Reel DG Trinity, LLC, a Florida limited liability company
Sall. Their.	By: Mulher
Print Name: Sandyof M. Offizascis	- William C. Lloyd, as its Managing
Address: 1575 Ringling Blvd. #1100 Sava Safa FC 34236	Member Address: 147 2 nd Ave. South, Suite 400
THE SUMMER STANDS	St. Petersburg, FL 33701
14) A	
Print Name: ROBERT D STANLINE	
Address: 15,5 PLINGUING BUND TO SAPASOTA, FL 34236	tinos
3 M 13 10 10 10 10 10 10 10 10 10 10 10 10 10	
STATE OF FLORIDA COUNTY OF Privales	
COUNTY OF FREIGS	
The foregoing instrument was acknown	owledged before me by means of physical
presence or \square online notarization this 27	day of November, 2023, by William C. Lloyd, as
	nity, LLC, a Florida limited liability company, on
behalf of the company.	
	(Modsall
	Notary Public Print Name: Saudou M. Syrizwa
	My Commission Expires:
Personally Known (OR) Produced Identify Type of identification produced	fication
Type of identification produced // Line in	
	SANDRA M. OGRIZOVICH
	TOUR CONTROLLER

Notary Public - State of Florida Commission # HH 461206 My Comm. Expires Nov 2, 2027

WITNESSES:	RKM Reel Bonita Springs DG, LLC, a
	Florida limited liability company
Jandra M. Cari	By: Muly
Print Name: Saudice M. X(WiZoul)	William C. Lløyd, as its Managing
Address: 1515 Ring Inc 1540 1100	Member
Samsofa R 34230	Address: 147 2 nd Ave. South, Suite 400
	St. Petersburg, FL 33701
Print Name: TESSEPT D STADLE	
Address: 1515 PANGUNG Blue #1100 SAMPSOND, FL 34236	
STATE OF FLORIDA COUNTY OF Propositions	
The foregoing instrument was acknowled presence or \square online notarization this $2/$ day the Managing Member of RKM Reel Bonita Scompany, on behalf of the company.	prings DG, LLC, a Florida limited liability
	Notary Public Print Name: Sindle M. M. 2010.
	My Commission Expires:
	My Commission Expires.
Personally Known (OR) Produced Identification	tion
Type of identification produced De C.C.	SANDRA M. OGRIZOVICH Notary Public - State of Florida Commission # HH 461206 My Comm. Expires Nov 2, 2027

WITNESSES:	PSL Walton LLC, a Florida limited liability
Print Name: Sandfa M. Affiza et Address: 15 15 Reger Blad He 1100 Sava Sava Sava D STAM. Print Name: POBERS D STAM. Address: 15 15 P. NULLUS BLUS # 1100 SACASOM, FL 34236	By:
STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowled presence or online notarization this day the Managing Member of PSL Walton LLC, a Floricompany.	edged before me by means of physical of November, 2023, by William C. Lloyd, as rida limited liability company, on behalf of the
	Notary Public Print Name: Saudy a My Commission Expires:
Personally Known (OR) Produced Identification produced	SANDRA M. OGRIZOVICH Notary Public - State of Florida Commission # HH 461206 My Comm. Expires Nov 2, 2027

WITNESSES:	RKM Crystal LLC, a Florida limited liability company
Print Name: Sandra M. flytracel Address: 15 15 Representation Print Name: ROBFAT D STAGNING Address: 1515 PINLUNG BUD HIST SALASOM, FR. 34236	By: William C. Lløyd, as its Authorized Member Address: 147 2 nd Ave. South, Suite 400 St. Petersburg, FL 33701
STATE OF FLORIDA COUNTY OF FINE 11 45	
The foregoing instrument was acknow presence or □ online notarization this <u>27</u> dathe Authorized Member of RKM Crystal LLC, athe company.	Florida limited liability company, on behalf of
	Notary Public Print Name: Sandra M Gyizw ce My Commission Expires:
Personally Known (OR) Produced Identification produced Fire DR · Cr	
	SANDRA M. OGRIZOVICH Notary Public - State of Florida Commission # HH 461206 My Comm. Expires Nov 2, 2027

WITNESSES:	RKM Stadium Trace, L.L.C., an Alabama limited liability company
Print Name: Ar NETTE P. ARYANDUL Address: NOSO BELENCE R. WHITEMAN (A. CA. 9203)	By: Richard K. Maloof, as its Sole Member Address: 147 2 nd Ave. South, Suite 400 St. Petersburg, FL 33701
Print Name: Harte P Flymbus Wacus Address: 4036 BEREVER PL	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
On November 17, 2023, before me,	Annette P Aryanpour Kachani Notary Public K. Maloof, who proved to me on the basis of those name(s) is are subscribed to the within eache/they executed the same in his her/their ir signature(s) on the instrument the person(s), or ted, executed the instrument.
	der the laws of the State of California that the
WITNESS my hand and official seal.	
	ANNETTE P ARYANPOUR

COMM. # 2446776

NOTARY PUBLIC - CALIFORNIA

LOS ANGELES COUNTY

MY COMM. EXP. MAY 12, 2027

WITNESSES:	R.K.M. 'BAMA, Inc., an Alabama corporation
Print Name: AND BORNUS PL WACHENIA Print Name: A STOR ARVANDUL Address: 40% BORNUS PL WACHENIA Address: 40% BORNUS PL WACHENIA	By: Richard K. Maloof, as its President Address: 147 2 nd Ave. South Suite 400 St. Petersburg, FL 33701
A notary public or other officer completing this certificate ver document to which this certificate is attached, and not the trut	
State of California County of Cos Action () On November 77, 2023, before me,	Annette P Aryanpour Kachani Notary Public
Notary Public, personally appeared Richard K. It satisfactory evidence to be the person(s) whose instrument and acknowledged to me that he/sh authorized capacity(ies), and that by his her/their si the entity upon behalf of which the person(s) acted,	e name(s) is/are subscribed to the within it is the executed the same in his/her/their gnature(s) on the instrument the perso n(s) , or
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	ANNETTE P ARYANPOUR KACHANI COMM. # 2446776 NOTARY PUBLIC CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY 12, 2027

Exhibit "A"

Parcel 1: Pasco County, Florida Parcel: 29-26-17-0310-00000-0120

Lot 12, and the Southeasterly 53.29 feet of Lot 11, TRINITY CORPORATE CENTER, according to the map or plat thereof recorded in Plat Book 65, pages 1 to 5, inclusive, public records of Pasco County, Florida; LESS AND EXCEPT that part conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Official Records Book 7981, page 58, public records of Pasco County, Florida.

Together With an easement for ingress and egress as created by and set forth in Easement Agreement recorded in Official Records Book 8744, Page 3833, over and across the following described property:

A PORTION OF LOT 10 AND LOT 11, TRINITY CORPORATE CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE RUN NORTH 17°58'29" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 11, A DISTANCE OF 257.99 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 26.47 FEET; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 67.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, AS DESCRIBED IN OFFICIAL RECORDS BOOK 7981, PAGE 58, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN SOUTH 72°01'31" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.16 FEET; THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 67.00 FEET; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 103.69 FEET TO THE POINT OF BEGINNING.

AND

Together With an easement for ingress and egress as created by and set forth in Easement Agreement recorded in Official Records Book 8744, Page 3833, over and across the following described property:

A PORTION OF LOTS 11, 39 AND 40, TRINITY CORPORATE CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 40 FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 14°21'27" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOTS 40 AND 39, A DISTANCE OF 193.13 FEET; THENCE RUN SOUTH 75°38'33" WEST, A DISTANCE OF 128.66 FEET; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 266.39 FEET; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 182.00 FEET; THENCE RUN NORTH 27°01'36" WEST, A DISTANCE OF

49.50 FEET; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 69.00 FEET; THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 133.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 27°01'27" EAST, AND A CHORD DISTANCE OF 70.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 143.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°41'10" EAST, AND A CHORD DISTANCE OF 85.07 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 08°36'16" WEST, A DISTANCE OF 101.55 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 04°41'06" EAST, AND A CHORD DISTANCE OF 22.99 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.19 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 68.73 FEET; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 30.01 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF SOUTH 27°03'54" EAST, AND A CHORD DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.85 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 15.81 FEET; THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 51.29 FEET TO THE POINT OF BEGINNING.

Parcel 2: Lee County, Florida Parcel: 26-47-25-B1-00103.0010

NORTHERN PROPERTY LEGAL

A TRACT OR PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BONITA SPRINGS, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT C-1, HAWTHORNE PHASE 1A, AS RECORDED IN INSTRUMENT NUMBER 2006000061682, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.45°47'13"W. ALONG THE SOUTHWESTERLY LINE OF TRACT C-1 OF SAID HAWTHORNE PHASE 1A FOR 214.10 FEET TO THE POINT OF BEGINNING; THENCE RUN S.44°12'47"W. FOR 147.42; THENCE RUN N.45°47'13"W. FOR 35.21 FEET; THENCE RUN S.44°12'47"W. FOR 82.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OLD U.S. 41 (TAMIAMI TRAIL) (105.00 FEET WIDE); THENCE RUN NORTH- WESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR 278.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1692.02 FEET, A CENTRAL ANGLE OF 9°25'53", A CHORD BEARING OF N.40°17'50"W. AND A CHORD DISTANCE OF 278.21 FEET TO A POINT ON A CORNER OF TRACT C-3 OF THE AFORESAID HAWTHORNE PHASE 1A; THENCE RUN N.48°18'58"E. ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 10.02 FEET TO A POINT ON A CURVE; THENCE RUN NORTHWESTERLY ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 46.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°27'13", A CHORD BEARING OF N.00°16'00"W. AND A CHORD DISTANCE OF 42.22 FEET TO A POINT OF TANGENCY; THENCE RUN N.44°27'37"E. ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 162.97 FEET; THENCE RUN S.45°47'13"E. ALONG THE BOUNDARY OF THE AFORESAID TRACTS C-3 AND C-1 FOR 340.31 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE AFORESAID HAWTHORNE PHASE 1A AS BEING S.45°47'13"E.

Parcel 3: St Lucie County, Florida Parcel 3435-821-0004-000-4

Parcel 2, of MIDPORT CROSSING, according to the plat thereof as recorded in Plat Book 39, Page 1, of the Public Records of St. Lucie County, Florida.

Together with those certain perpetual, non-exclusive easements for vehicular and pedestrian ingress and egress as set forth in Drainage and Access Easement Agreement by and between Midport Investors, Inc., a Florida corporation; Midport Crossing Association, Inc., a Florida non-profit corporation and Tuckahoe Development Company, LLC, a Florida limited liability company, dated February 6, 2014 and recorded February 11, 2014 in Official Records Book 3603, Page 308, of the Public Records of St. Lucie County, Florida.

and

Together with that certain perpetual, non-exclusive access easement as set forth in that certain Access Easement Agreement by and between Midport Investors, Inc., a Florida corporation and PSL Walton, LLC, a Florida limited liability company, dated February 6, 2014 and recorded February 11, 2014 in Official Records Book 3603, Page 320, of the Public Records of St. Lucie County, Florida.

Parcel 4: Citrus County, Florida Parcel 19E19S130030000500130

Lots 13, 14, 15, 16, 17 and 18, Block 5, Inverness Village, a/k/a Inverness Village Unit 3, according to the Plat thereof as recorded in Plat Book 6, pages 26 through 29, inclusive, of the Public Records of Citrus County, Florida.

Property

Parcel 5: Jefferson County, Alabama Parcel:

Lot 2-A, Trace Crossings Commercial Subdivision Resurvey No. 1, Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama, as recorded in Map Book 193, Page 89 in the Probate office of Jefferson County, Alabama, Birmingham Division and Map Book 32, Page 20, in the office of Jefferson County, Alabama, Bessemer Division, and further described as follows:

Begin at the Northwesterly corner of said lot 2-A thence run Southeasterly along the Northerly line thereof for a distance of 76.21 feet to the point of commencement of a curve to the left, said curve having a central angle of 19 degrees 51 minutes 22 seconds and a radius of 660.00 feet;

thence run Easterly along the arc of said curve for a distance of 228.73 feet to the point of commencement of a curve to the right, said curve having a central angle of 1 degree 46 minutes 26 seconds and a radius of 575.00 feet; thence run Southwesterly along the arc of said curve for a distance of 17 .80 feet; thence run Southerly along the tangent if extended from said curve for a distance of 85.00 feet; thence tum on angle to the right of 6 degrees 44 minutes 25 seconds and run Southwesterly for a distance of 102.24 feet; thence turn an angle to the left of 6 degrees 44 minutes 25 seconds and run Southerly for a distance of 65.01 feet to the point of commencement of a curve to the left, said curve having a central angle of 99 degrees 56 minutes 58 seconds and a radius of 40.00 feet; thence run Southerly and Westerly along the Arc of said curve for a distance of 69.78 feet; thence run Northwesterly along the tangent if extended from said curve for a distance of 253.94 feet; thence tum an angle to the right of 81 degrees 18 minutes 29 seconds and run Northeasterly for a distance of 278.19 feet to the POINT OF BEGINNING.

Parcel 6: Shelby County, Alabama Parcel:

Lot 1, according to the Survey of Walgreens - Pelham, as recorded in Map Book 23, Page 88, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/05/2023 02:39:00 PM
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