


State of Alabama       )  
County of Shelby       )

  
20151016000362340 1/17 \$62.00  
Shelby Cnty Judge of Probate, AL  
10/16/2015 11:56:24 AM FILED/CERT

### **SILVER CREEK LANE EXTENSION DEDICATION AGREEMENT**

WHEREAS, the City of Alabaster (hereinafter "City") is a municipal corporation organized under the laws of the State of Alabama, which has adopted and is responsible for the enforcement of the ordinances and regulations which regulates subdivisions within the City of Alabaster;

WHEREAS, West Gate Ltd. Partnership ("West Gate"), is the new owner of a certain parcel of property located along Hwy 119 in the City of Alabaster, and more particularly described in that certain Statutory Warranty Deed from Silver Creek Development LLC ("Subdivider") to West Gate recorded as Instrument Number 20130121000022710 in the Probate Court of Shelby County, Alabama and incorporated herein as Exhibit A;

WHEREAS, Subdivider is the developer of Silver Creek Subdivision and responsible for the dedication and proper construction of the extension of Silver Creek Lane to Hwy 119 to serve as the second required entrance to Silver Creek Subdivision ("Second Entrance") and any and all necessary turn lanes on Hwy 119 to serve the Second Entrance (the "Turn Lanes");

WHEREAS, Subdivider is responsible under the City's subdivision regulations for applying a seal coat to the roads in the Subdivision (the "Seal Coat");

WHEREAS, the City is willing to permit the Subdivider to delay application of the Seal Coat to Sector III, Phase III of the Subdivision until more houses are built in Sector III, Phase III in exchange for the Subdivider's posting of a letter of credit in favor of the City for \$8,140 to supplement the existing \$38,610 bond in favor of the City securing the Subdivider's obligation to seal coat Sector III, Phase III;

WHEREAS, the City's approval of the Subdivision was conditioned upon the Subdivider's agreement to build and dedicate the Second Entrance to the City across property owned by Subdivider and now owned by West Gate;

WHEREAS, the location of the Second Entrance has yet to be approved by the Alabama Department of Transportation but will be located within the area shown on Exhibit B, incorporated herein by reference;

WHEREAS, West Gate, as new owner, agrees to dedicate the Second Entrance to the City within twenty four months of the execution of this document and to construct the Turn Lanes; and

WHEREAS, the Subdivider retains the responsibility to construct the Second Entrance;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Subdivider, for themselves, the survivors of them and their heirs, devisees, executors, administrators, personal



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representatives, successors and assigns, West Gate, for themselves, the survivors of them and their heirs, devisees, executors, administrators, personal representatives, successors and assigns, and the City, as follows:

1. West Gate and West Gate's survivors, heirs, devisees, executors, administrators, personal representatives, successors and assigns agree to dedicate the Second Entrance to the City, by warranty deed dedicating the property for a public road and utility right of way, free and clear of any liens, encumbrances or encroachments within ninety (90) days after the approval of the location by ALDOT, or, in the event of the expiration of twenty four (24) months, upon the City's written demand at the location of the City in its sole discretion.

2. West Gate shall at all times defend, indemnify and hold the City harmless from every and all claims, costs, losses, damages, liabilities, expenses, attorney's fees, penalties, and fines whatsoever which may arise from or be claimed against the City by an person or persons from any injuries to person or property, or damages suffered on or about the Second Entrance, prior to dedication of the Second Entrance to the City.

3. West Gate hereby assumes all of the Subdivider's obligations regarding the construction of the Turn Lanes, and the City hereby releases the Subdivider from any further obligation concerning the construction of the Turn Lanes. The Subdivider remains obligated to construct the Second Entrance. The





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Subdivider agrees to continue in full force and effect its bonds backing the Subdivider's obligations concerning the construction of the Second Entrance until the Second Entrance is completed, but the Subdivider may terminate its bond backing its obligation to construct the Turn Lanes as soon as West Gate has posted a suitable replacement bond regarding construction of the Turn Lanes. West Gate agrees to post such a bond no later than thirty (30) days after the effective date of this Agreement.

4. The City agrees that, upon the City's receipt of a \$8,140 letter of credit payable to the City, the City will no longer withhold building permits on lots in Sector III, Phase III of the Subdivision because the roads in Sector III, Phase III have not been seal coated, and Subdivider may delay application of the Seal Coat to Sector III, Phase III of the Subdivision (as shown on Exhibit "C" hereto) until houses are constructed on the lots in Sector III, Phase III.

5. West Gate and the Subdivider do hereby declare that the Property, and all parts hereof, is and shall be held subject to the foregoing covenants, conditions and restrictions and that all of such covenants, conditions and restrictions shall be effective as to and shall run with the land as to the Property from and after the recording of this Agreement with the Judge of Probate of Shelby County, Alabama, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with any



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respect thereto by West Gate, the Subdivider, the City of Alabaster, or any heir, devisee, executor, administrator, personal representative, successor or assign, as the case may be, of any of them, and that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this Agreement until the same is released as to the Property or any part thereof by the City.

5. This Agreement shall be recorded by the City with the Judge of Probate of Shelby County, Alabama, with all fees to be paid by the Subdivider.

6. The term "Subdivider" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the Subdivider, the survivors of the Subdivider and their heirs, devisees, executors, administrators, personal representatives, successors, and assigns.

7. Nothing herein shall be deemed to waive any other obligations of the Subdivider as developer of Silver Creek



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Subdivision, nor any phase thereof.

8. That the parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement, under seal, on the 18<sup>th</sup> day of September  
\_\_\_\_\_, 2015

West Gate Ltd. Partnership

  
By: ROBERT A CONNER  
Its: GENERAL PARTNER

State of Alabama )  
County of Jefferson )

BEFORE ME, the undersigned, a Notary Public in and for said County and  
State, hereby certify that Robert A. Conner, whose name as  
General Partner of West Gate Ltd. Partnership and who is known to me,  
acknowledge before me that, being informed of the contents of this  
Agreement, \_\_\_\_\_, as such \_\_\_\_\_ and with full authority, executed  
the same voluntarily for and as the act of such entity.

Given under my hand and seal this the 18<sup>th</sup> day of September,  
2015.

  
\_\_\_\_\_  
Notary Public

Commission Expires: April 14, 2018



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Silver Creek Development, LLC

R. Charles Stagner

By:

Its: Member

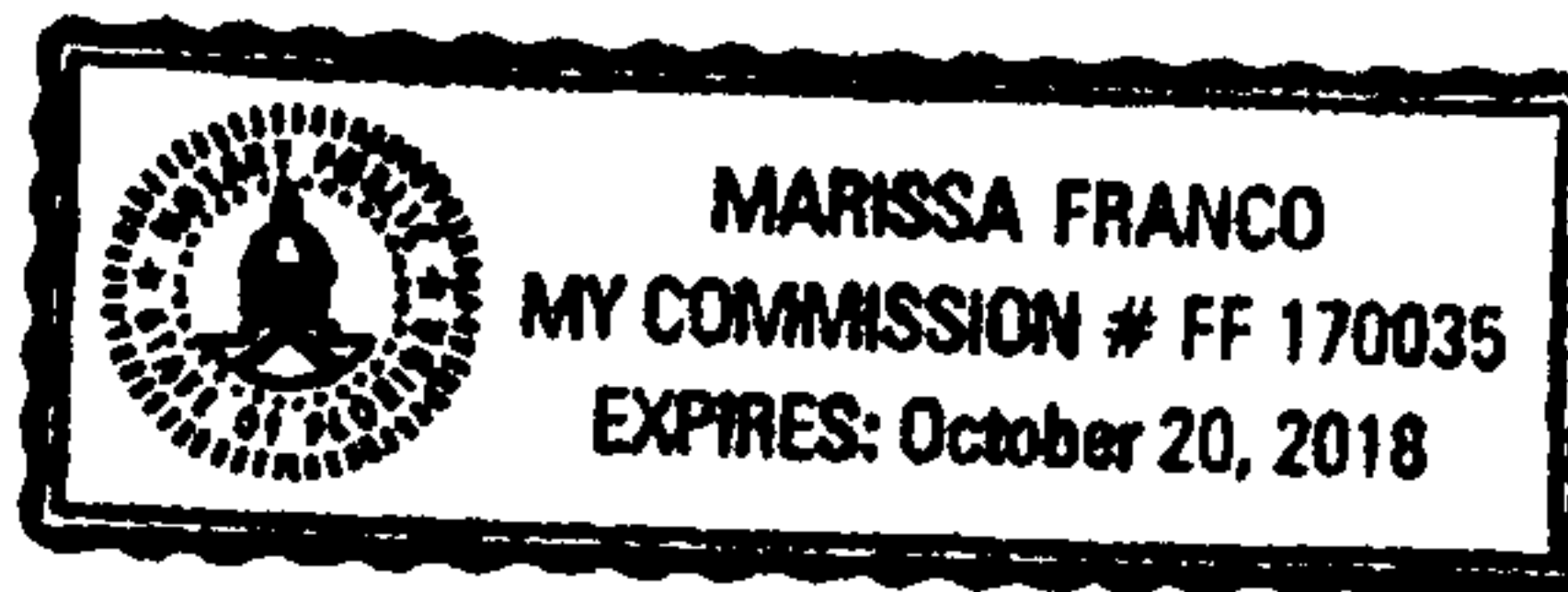
State of Florida )  
County of Orange )


BEFORE ME, the undersigned, a Notary Public in and for said County and State, hereby certify that R. Charles Stagner, whose name as member of Silver Creek Development, LLC and who is known to me, acknowledge before me that, being informed of the contents of this Agreement, \_\_\_\_\_, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of such entity.

Given under my hand and seal this the 8 day of September, 2015.

[Signature]  
Notary Public

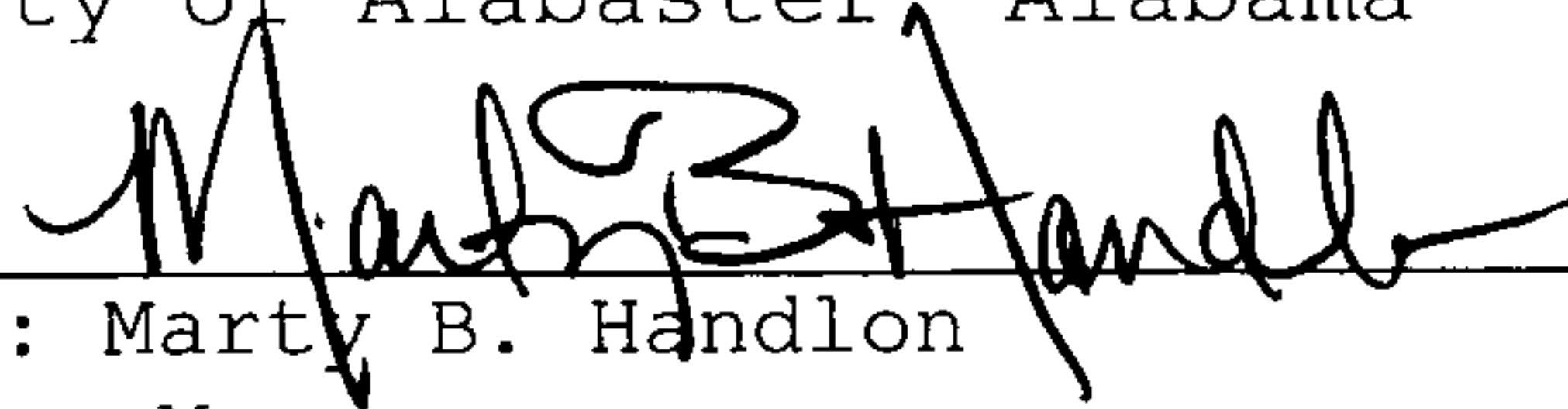
My Commission Expires: October 20, 2018



  
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City of Alabaster, Alabama



By: Marty B. Handlon  
Its: Mayor

Attest:



George Henry, City Manager/City Clerk



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**EXHIBIT "A"**

West Gate Property Deed




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Note to Probate Office: No recording tax is due because tax is being paid on full amount of purchase price with purchase money mortgage recorded simultaneously herewith.

This Instrument Prepared By:  
Thomas G. Amason III  
Balch & Bingham LLP  
P.O. Box 306  
Birmingham, Alabama 35201

Send Tax Notice to:  
West Gate Ltd. Partnership  
2250 Highland Ave. S.  
Suite 61  
Birmingham, Alabama 35205

STATE OF ALABAMA )  
  
SHELBY COUNTY )

  
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### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of SEVEN HUNDRED SEVENTY-FIVE THOUSAND and No/100 Dollars (\$775,000.00), the amount of which can be verified by the Closing Statement between the Grantor and Grantee, and other good and valuable consideration to the Grantor herein, in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

**SILVER CREEK DEVELOPMENT, LLC,**  
an Alabama limited liability company,  
whose mailing address is 2151 Old Rocky Ridge Road, Suite 112, Birmingham, Alabama 35216

(herein referred to as the "Grantor"), does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto

**WEST GATE LTD. PARTNERSHIP**  
An Alabama limited partnership,  
whose mailing address is 2250 Highland Ave. S., Suite 61, Birmingham, Alabama 35205

(herein referred to as the "Grantee"), the following described real property situated in Shelby County, Alabama, the address of which is the corner of Silver Creek Parkway and AL Highway 119, Alabaster, Alabama 35007 (herein referred to as the "Real Estate"), to-wit:

#### **PARCEL LEGAL DESCRIPTION:**

A tract of land being in the North Half of the Northeast Quarter of Section 26, Township 21 South, Range 3 West, situated in Shelby County, Alabama, more particularly described by bearings as follows:

Commence at the Northeast corner of Section 26, Township 21, Range 3 West, Shelby County, Alabama; thence South 86 degrees 41 minutes 56 seconds West, a distance of 2454.63 feet to Northwest corner of Lot 1, Silver Creek, Sector I, as recorded in Map Book 26, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama; thence South 20 degrees 41 minutes 29 seconds East, a distance of 202.55 feet along the West line of Lot 1 to the Northwest corner of Lot 15 as recorded therein at the point of beginning; thence South 20 degrees 41 minutes 29 seconds East, a distance of 141.16 feet along said West line; thence South 80 degrees 26 minutes 32 seconds West a distance of 20.27 feet; thence South 20 degrees 49 minutes 53 seconds East a distance of 343.71 feet; thence North 86 degrees 33 minutes 31 seconds East a distance of 20.96 feet; thence South 20 degrees 49 minutes 53 seconds East a distance of 898.73 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 446.70 feet to the East right of way line of Alabama Highway No. 119; thence North 15 degrees 23 minutes 33 seconds West a




distance of 521.26 feet along said right of way; thence South 74 degrees 36 minutes 27 seconds West a distance of 20.00 feet along said right of way; thence North 15 degrees 21 minutes 53 seconds West a distance of 821.60 feet along said right of way to the South right of way line of Silver Creek Parkway; thence North 76 degrees 38 minutes 07 seconds East a distance of 50.06 feet along said South right of way line to the PC of a curve to the right, concave Southerly with a radius of 220.00 feet, a chord bearing of South 81 degrees 39 minutes 58 seconds West and a chord length of 38.59 feet along said right of way; thence run along the arc of said curve 38.64 feet along said right of way; thence North 86 degrees 41 minutes 55 seconds East a distance of 88.66 feet along said right of way line to the PC of a curve to the right, concave Southerly with a radius of 220.00 feet, a chord bearing of South 84 degrees 40 minutes 23 seconds East and a chord length of 66.01 feet; thence run 66.26 feet along the arc of said right of way; thence run South 76 degrees 02 minutes 45 seconds East a distance of 25.26 feet along said right of way line to the PC of a curve to the right, concave Northerly with a radius of 280.00 feet, a chord bearing of South 82 degrees 38 minutes 05 seconds East and a chord length of 64.261 feet along said right of way; thence run along the arc of said curve 64.40 feet along said right of way to the point of beginning.


**TOGETHER WITH ALL AND SINGULAR** the rights, members, privileges, improvements, hereditaments, tenement, easements, rights-of-way, drives, alleys, ways, parking areas and appurtenances thereto belonging or in anywise appertaining to the Real Estate (including, without limitation, all of the right, title and interest, if any, of Grantor in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, to the centerline thereof, and all right, title and interest of Grantor, if any, in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Real Estate by reason of change of grade of any street).

**This conveyance is made subject to the following items:**

1. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 105, Page 25; Deed Book 105, Page 26, and Deed Book 117, Page 280.
2. Easement to Plantation Pipe Line Company as recorded in Deed Book 112, Page 378.
3. Agreement and conditions with the City of Alabaster as recorded in Inst. # 1998-29227.
4. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst. # 20050804000396630.
5. Taxes for 2015 and subsequent years.

**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns forever.

  
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IN WITNESS WHEREOF, the said Grantor has hereto set its hand and seal by and through its duly authorized members on this 15<sup>th</sup> day of January, 2015.

"Grantor"

SILVER CREEK DEVELOPMENT, LLC,  
an Alabama limited liability company

By: Michael O. Green  
Name: Michael O. Green  
Title: Member


STATE OF ALABAMA )


COUNTY OF Jefferson )

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael O. Green, whose name as Member of SILVER CREEK DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of such limited liability company.

GIVEN under my hand and seal of office this 15<sup>th</sup> day of January, 2015.

Cynthia L. Boothe  
Notary Public  
Print Name: CYNTHIA L. BOOTHE  
My Commission Expires: 7/16/2018

  
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Shelby Cnty Judge of Probate, AL  
01/21/2015 02:39:20 PM FILED/CERT

**EXHIBIT "B"**

Second Entrance Lot Location

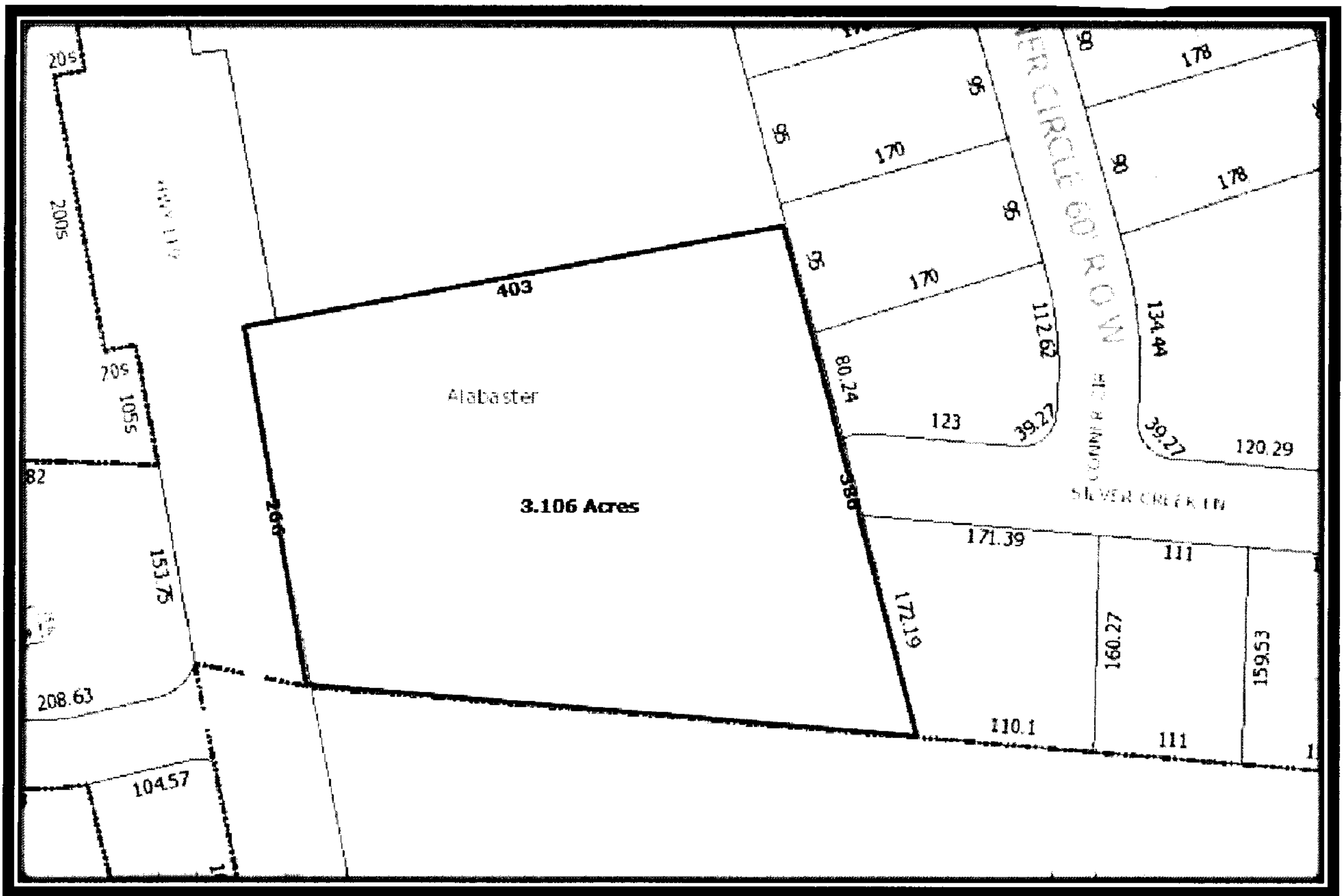


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### EXHIBIT B

Commence at the northeast corner of Section 26, Township 21, Range 3 west, Shelby County, Alabama; thence south 86 degrees 41 minutes 56 seconds west, a distance of 2454.63 feet to the northwest corner of Lot 1, Silver Creek, Sector 1, as recorded in Map Book 26, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama; thence south 20 degrees 41 minutes 29 seconds east, a distance of 202.55 feet along the west line of Lot 1 to the northwest corner of Lot 15 as recorded therein; thence south 20 degrees 41 minutes 29 seconds east, a distance of 141.16 feet along said west line; thence south 80 degrees 26 minutes 32 seconds west a distance of 20.27 feet; thence south 20 degrees 49 minutes 53 seconds east a distance of 343.71 feet; thence north 86 degrees 33 minutes 31 seconds east a distance of 20.96 feet; thence south 20 degrees 49 minutes 53 seconds east a distance of 512.73 feet to the point of beginning; continue along this bearing a distance of 386 feet; thence north 89 degrees 28 minutes 33 seconds west a distance of 446.70 feet to the east of right of way line of Alabama Highway No. 119; thence north 15 degrees 23 minutes 33 seconds west a distance of 266 feet along said right of way; thence northeast 403 feet to the point of beginning.

**EXHIBIT "C"**

Sector III, Phase III  
Silver Creek Subdivision



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