

STATE OF ALABAMA)

COUNTY OF SHELBY)

**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made and entered into as of the 3rd day of August, 1995, by and between the **CITY OF ALABASTER**, an Alabama municipal corporation (hereinafter referred to as the "City"), and **WEATHERLY LANDS, L.L.C.**, an Alabama limited liability company with its principal office located at 1855 Data Drive, Suite 100, Hoover, Alabama, (hereinafter referred to as the "Developer"), its successors and assigns.

**W I T N E S S E T H :**

**WHEREAS**, the Developer presently owns and is in the process of developing that certain real property situated in Shelby County, Alabama, located in the City of Alabaster and known as "Weatherly"; and

**WHEREAS**, Developer is desirous of annexing to the City an additional tract of land containing approximately eighty (80) acres and described in Exhibit "A" attached hereto and made a part hereof, thus making the annexed property a part of Weatherly; and

**WHEREAS**, the City has determined that the annexation of the property and its development in accordance with the Developer's plan attached hereto and marked Exhibit "B" and made a part hereof, will inure to the benefit and improvement of the City and its residents, will promote the sound planning and development of the community, will promote the general health, welfare and safety of

the City and will otherwise enhance and promote the general welfare of the citizens of the City. Accordingly, the City has agreed to accept the annexation of the property on the terms and conditions hereinafter set forth to the fullest extent permitted by law; and

**WHEREAS**, it is the desire of the City and the Developer that the development of Weatherly proceed as expeditiously as possible, and be subject to the ordinances, codes and regulations of the City now in force and effect and further subject to the conditions hereinafter contained.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. **PETITION FOR ANNEXATION:**

The Developer has simultaneously herewith filed with the City and the City has accepted a Petition for Annexation of the property by act of the City Council pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, (1975). The provisions of this Annexation Agreement shall, to the extent permitted by law, apply to all annexations of any portion of the property regardless of the method of annexation into the City.

2. **ZONING:**

The City agrees that the annexed property shall be zoned in accordance with the plan attached hereto, marked Exhibit "B" and made a part hereof, and agrees to process in an expeditious manner the zoning of the property in accordance with Developer's plan.

3. SUBDIVISION:

The City further agrees that it will process in an expeditious manner the subdivision of Developer's property as described in Exhibit "B" attached hereto.

4. CONSTRUCTION OF IMPROVEMENTS:

Except as otherwise provided herein to the contrary, the construction of any improvements on the property, including, without limitation, roads, streets, utilities, buildings, structures and other improvements shall satisfy all existing rules, regulations, ordinances, codes and other requirements of the City (including, without limitation, the Zoning Ordinance and the Subdivision Regulations of the City) and all agencies, departments and bureaus thereof (hereinafter collectively referred to as "Governmental Requirements"). Each development within the property shall be subject to Restrictive Covenants which, among other things, will require all improvements, building structures and any exterior alterations thereof to be approved by an Architectural Review Committee. In order to maintain a harmonious and efficient development, the City agrees that building permits will be issued for any such improvements or alterations only if the plans for such improvements have been approved by the Architectural Review Committee of the Developer and that no Certificate of Occupancy shall be issued without receipt by the City of a Compliance Letter from said committee. The City shall cause all of its Building Inspectors inspecting the construction of any improvements on the property to inspect the same on a regular basis, if required,

notwithstanding anything provided herein to the contrary.

5. CABLE TELEVISION:

The Developer is desirous of providing its Owners with the highest quality improvements in all areas including Cable Television and has retained in all of its dedicated easements the sole and exclusive right to install such systems. In recognition of this effort, the City agrees to grant to the Developer or its designee a franchise for a term of ten (10) years to provide a cable television system limited solely to Weatherly, subject to such fees and regulations as may be required of other franchisees.

6. REFUND OF SEWER DEPOSITS: (SEE ADDENDUM)

At the request of the City, the Developer has paid for an off-site sewer line which runs to the Developer's property and extends under Interstate 65 at a cost of approximately \$285,000.00. This line was constructed by the City and the cost thereof paid for by the Developer. In recognition of tremendous revenues which will be received by the City as a result of the installation of this line leading to Developer's property, the utilization of this line by others as well as the Developer, the practices of the City in the past with regard to reimbursing the Developer for off-site improvements on behalf of the City and the many benefits which will adhere to the City as a result of the construction of these improvements, the City agrees that Developer shall be reimbursed for its costs in connection with the construction of the said sewer line in the amount of \$285,000.00 by reimbursing to Developer one-half of the sewer tap fees received from improvements made on the



Developer's property until the sum of \$285,000.00 is reimbursed to Developer.

7. **APPROVALS:**

The City agrees that it will provide to the Developer certified copies of resolutions of the City Counsel, Planning and Zoning Commission of the City, the Zoning Board of Adjustment of the City and all other departments or agents of the City having jurisdiction over the property authorizing and approving all of the terms and provisions of this agreement and all of the exhibits attached thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTESTED BY:

By: Marsha Massey  
Its: City Clerk

CITY OF ALABASTER, ALABAMA  
an Alabama Municipal Corporation

By: Roger Wheeler  
ROGER WHEELER  
Its Mayor

WEATHERLY LANDS, L.L.C.  
an Alabama Limited Liability  
Company

Robert C. Seuler  
WITNESS

Robert C. Seuler  
WITNESS

By: Thomas J. Thornton  
THOMAS J. THORNTON  
Managing Member

By: Jack H. Harrison  
JACK H. HARRISON  
Managing Member

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **ROGER WHEELER** whose name as Mayor of the City of Alabaster, Alabama, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Alabaster, Alabama.

Given under my hand and official seal this the 5<sup>th</sup> day of September, 1995.

*Rebecca J. Posey*  
NOTARY PUBLIC

My Commission Expires: 9-3-97

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas J. Thornton and Jack H. Harrison whose names as Managing Members of Weatherly Lands, L.L.C., an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the company.

Given under my hand and official seal this the 5<sup>th</sup> day of September, 1995.

*B. Lynn McLaughly*  
NOTARY PUBLIC

My Commission Expires: 7-15-99

**ADDENDUM TO ANNEXATION AGREEMENT**

That the City of Alabaster approved said agreement with the exception of Item #6 - Refund of Sewer Deposits. This item is under negotiations and is not part of the approved agreement as of this 3rd day of August, 1995.

CITY OF ALABASTER  
an Alabama Municipal Corporation

By:

  
Roger N. Wheeler, Mayor

ATTESTED BY:


  
Marsha Massey, City Clerk

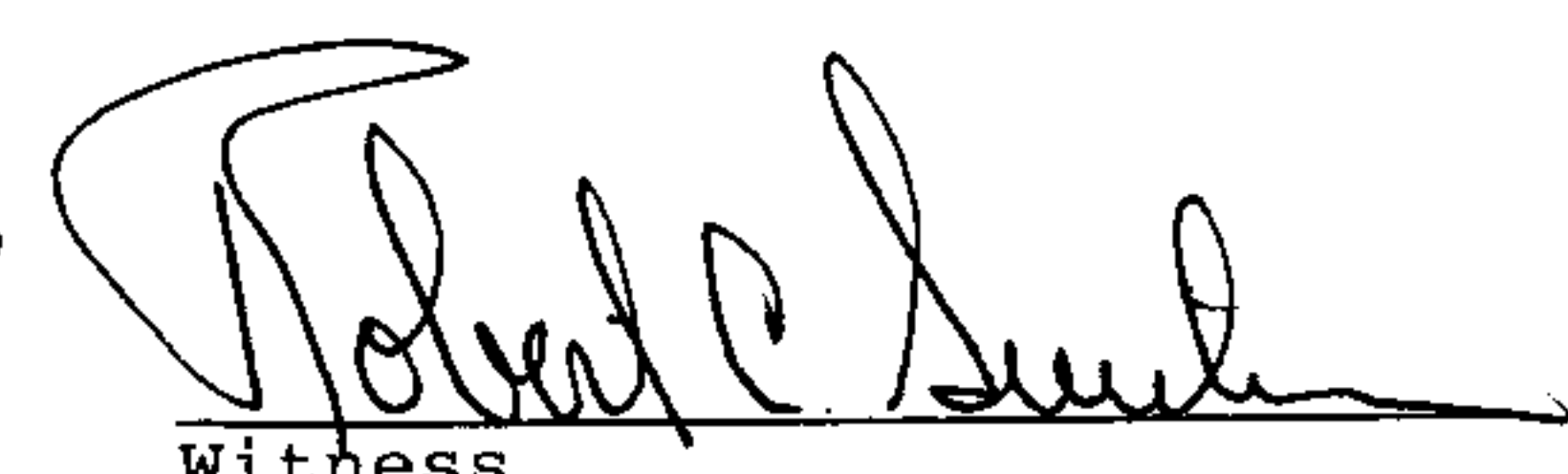
WEATHERLY LANDS, L. L. C.  
an Alabama Limited Liability Co.

By:

  
Thomas J. Thornton  
Managing Member

  
Jack H. Harrison  
Managing Member

  
Witness

  
Witness

**WEATHERLY IMPACT**

Mean Selling Price of Houses in Alabaster	\$	135,000
Total Sellout	\$	75,465,000
Sewer Tap Fees	\$	559,000
Water Tap Fees	\$	447,200
Building Permits (Approximately)	\$	250,000
Ad Valorem Tax Increase (Per Year)	\$	75,000
Revenue from 16 Acres of Commercial Property	UnDetermined	

Normally off-site improvements are improved by the City and recovered through impact fees. In this case, however, in an effort to expedite our development and the hope to be of assistance to the City, we paid to the City, the cost of installing this sewer main under I-65 to our property. We are advised that the City has, in the past, installed off-site improvements for other developments as a matter of practice and recovered the cost through the collection of impact fees.

In our case, the City has already been paid the cost of the sewer and we are merely requesting that we be reimbursed for that cost from tap fees which we generated by installing the line. This would not cause the City to have to pay out any money and, as the above numbers reflect, the City would profit considerably. This is contrasted to the normal situation where the City installs the improvements and then recovers it's costs only from impact fees. In this case the City has already recovered its costs and will profit tremendously because of the improvements we paid for.

Inst # 1996-03340

02/01/1996-03340  
10:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCD 26.00