

Town of Chelsea

P.O. Box 111

Chelsea, Alabama

**CERTIFICATION
OF
ANNEXATION ORDINANCE**

Ordinance Number: X-99-05-04-099

Inst # 1999-21563

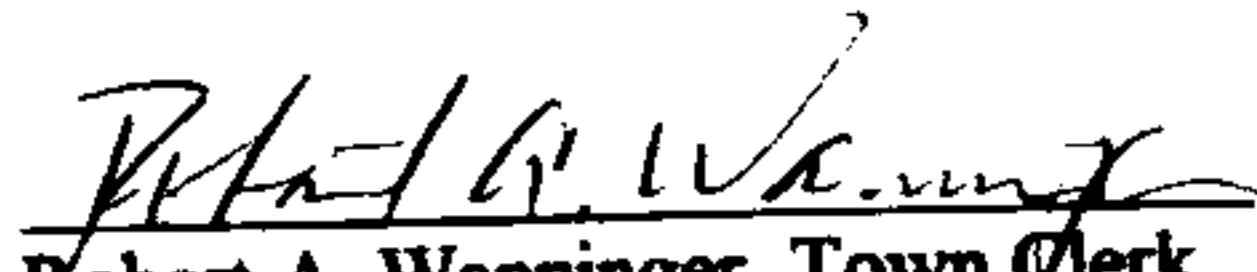
Property Owner(s): **FOREST PARKS LLC**

Property: parcel no. 09-5-21-0-000-004.000

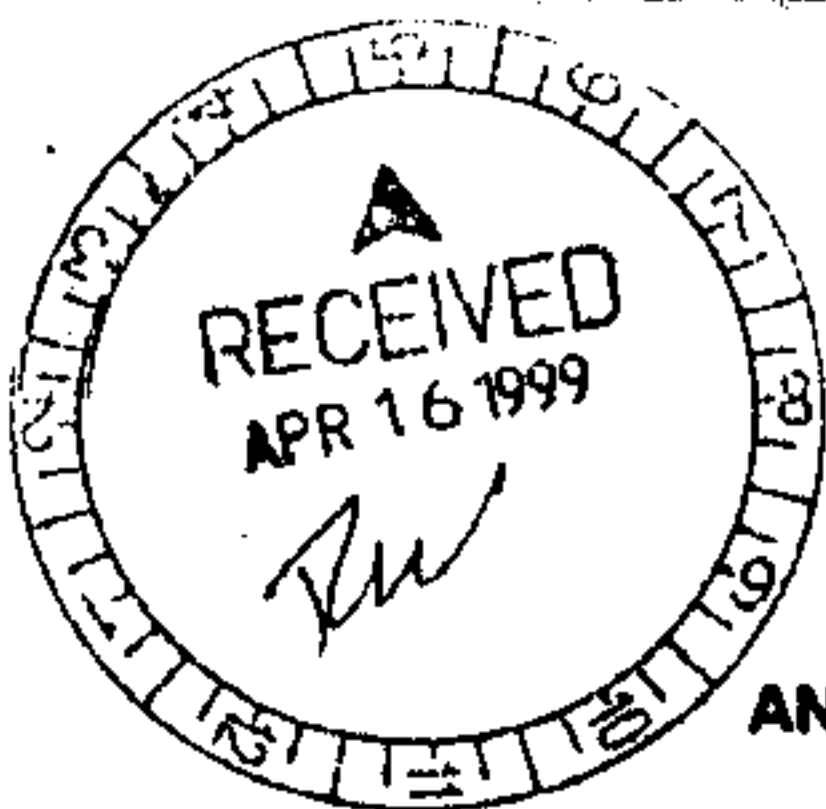
05/24/1999-21563
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
D14 SNA 41.00

I, Robert A. Wanninger, Town Clerk of the Town of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the Town Council of Chelsea, at the regular meeting held on May 4, 1999, as same appears in minutes of record of said meeting, and published by posting copies thereof on May 7, 1999 at the public places listed below, which copies remained posted for five business days (through May 13, 1999).

Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043
First National Bank of Shelby County, Chelsea Branch, Highway 280, Chelsea, Al. 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, Town Clerk





TOWN OF CHELSEA, ALABAMA

ANNEXATION ORDINANCE NO. X-99-05-04-099

PROPERTY OWNER(S): Forest Parks LLC

PROPERTY: Parcel #09-5-21-0-000-004.000

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, the attached written petition requesting that the above-noted property be annexed to the Town of Chelsea has been filed with the Chelsea town clerk; and

Whereas, said petition has been signed by the authorized representatives of the corporate owner of said property; and

Whereas, said petition contains (as Exhibits A & B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation which together is contiguous to the corporate limits of Chelsea; and

Whereas, said territory does not lie within the corporate limits of any other municipality; and

Whereas, even though said property is located in an area where the police jurisdiction of Chelsea overlaps the police jurisdiction of Pelham and the police jurisdiction of Hoover,, the said property is closer to the corporate limits of Chelsea than to the corporate limits of either Pelham or Hoover.

Therefore, be it ordained that the town council of the Town of Chelsea assents to the said annexation: and


Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the Town of Chelsea upon the date of publication of this ordinance as required by law.


Earl Niven, Mayor

Robert Combs, Council Member


Glen Autry, Jr., Council Member

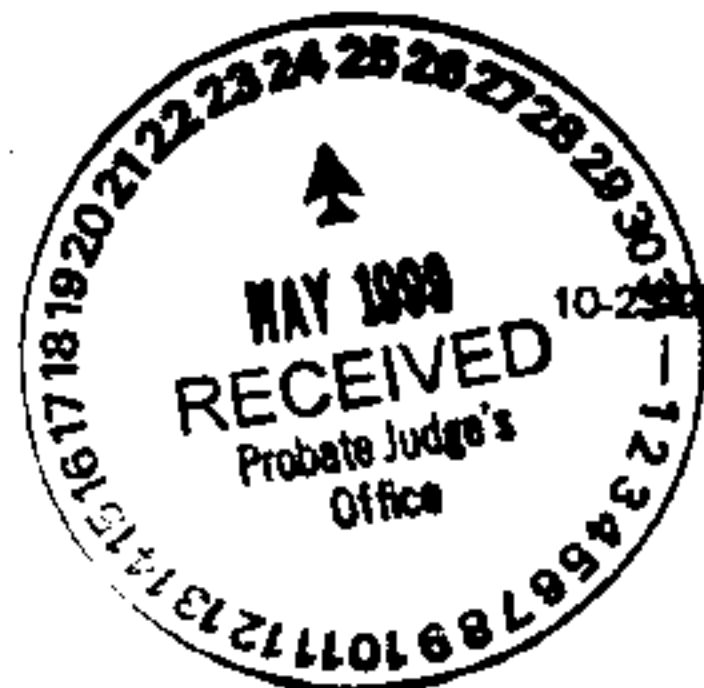

Earlene Isbell, Council Member


Shelby Blackerby, Council Member


John Ritchie, Council Member

Passed and approved 4 day of MAY, 1999.


Robert A. Wanninger, Town Clerk



Town Clerk
Town of Chelsea
P. O. Box 111
Chelsea, Alabama 35043

PETITION FOR ANNEXATION

The undersigned owner(s) of the property which is described in the attached "Exhibit A" and which either is contiguous to the corporate limits of the town of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the town of Chelsea to annex said property into the corporate limits of the municipality.

Done this 16th day of March, 1999.

[Signature]
Witness

FOREST PARKS, LLC

By: [Signature]

Owner - Signature

John B. Davis, Jr., as its Manager
Owner Printed Name

1031 South 21st Street

Birmingham, AL 35205

Mailing Address

Property Address (if different)

(205) 322-0402

Telephone no.

[Signature]
Witness

By: [Signature]

Owner - Signature

Kenneth B. Weygand, as its Manager
Owner Printed Name

P.O. Box 380065

Birmingham, AL 35238-0065

Mailing Address

Property Address (if different)

(205) 991-8965

Telephone no.



(All owners listed on the deed must sign)

revised 2/99

Exhibit A

PROPERTY OWNER (S): Forest Parks LLC

PROPERTY: Parcel #09-5-21-0-000-004.000

PROPERTY DESCRIPTION

The above-noted property, for which annexation into Chelsea is requested in this petition, is the 9.95 acre (more or less) property described in Parcel II on page 9 of the attached copy of the deed (Exhibit B, pages 1-9) which was recorded with the Shelby County Judge of probate as Instrument Number 1996-31156. Further, the said property is shown as Parcel Number 4 in the indicated shaded area on the map attached hereto as Exhibit C. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said property does not lie within the corporate limits of any other municipality; but said property is located in an area where the police jurisdiction of Chelsea overlaps with the police jurisdiction of Pelham and the police jurisdiction of Hoover. However, said property is closer to the corporate limits of Chelsea than to the corporate limits of either Pelham or Hoover pursuant to Section 11-42-21, Code of Alabama (1975).

This instrument prepared by:
John R. Chiles, Attorney
Sirots & Fennell P.C.
2222 Arlington Avenue
Birmingham, Alabama 35208

Send Tax Notice to:
Forest Parks, LLC,
an Alabama Limited
Liability Company

Exhibit B, Page 1 of 9

WARRANTY DEED

STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Three Million Three Hundred Twenty Seven Thousand Five Hundred Seventy Six and 50/100's Dollars (\$3,327,576.50) and other good and valuable consideration, to the undersigned grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, John R. Chiles, as Trustee of the Mary M. Chiles Irrevocable Trust dated January 15, 1981 (as to a 20% interest); Anne Packer and George Packer, as Co-Trustees of the Nancy Packer Children's 1980 Irrevocable Trust (as to a 20% interest); Jane E. Aaron as Trustee of the Jane E. Aaron Trust for the Benefit of John B. Aaron, as Trustee of the Irrevocable Trust created in that Irrevocable Trust Agreement between Jane E. Aaron, as Settlor, and John B. Aaron, as Trustee dated November 12, 1980 (as to a 5% interest); Jane E. Aaron as Trustee of the Jane E. Aaron Trust for the Benefit of Harriette Aaron, as Trustee of the Irrevocable Trust created in that Irrevocable Trust Agreement between Jane E. Aaron, as Settlor, and John B. Aaron, as Trustee dated November 12, 1980 (as to a 5% interest); Jane E. Aaron as Trustee of the Jane E. Aaron Trust for the Benefit of Nancy Aaron, as Trustee of the Irrevocable Trust created in that Irrevocable Trust Agreement between Jane E. Aaron, as Settlor, and Nancy Aaron, as Trustee dated November 12, 1980 (as to a 5% interest); Harriette Aaron as Trustee of the Jane E. Aaron Trust for the Benefit of Jane E. Aaron, as Trustee of the Irrevocable Trust created in that Irrevocable Trust Agreement between Jane E. Aaron, as Settlor, and John B. Aaron, as Trustee dated November 12, 1980 (as to a 5% interest); John C. Fay, Jr., as Trustee of the Irrevocable Trust created in that Irrevocable Trust Agreement between John C. Fay, Jr., as Settlor, and Nancy Aaron, as Trustee dated November 12, 1980 (as to a 13.26% interest); Alice Jeanne Muddleston, unmarried (as to a 10.23% interest); Maggie M. Deering, married (as to a 1.26% interest); and Nancy S. Muddleston Santangelo, unmarried (as to a 1.26% interest) (herein referred to as Grantor(s)) do grant, bargain, sell and convey unto Forest Parks, LLC, an Alabama Limited Liability Company (herein referred to as Grantee) the following described real estate situated in Jefferson County, Alabama, to-wit:

See attached Exhibit "A" Legal Description

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Right of Way to Shelby County, recorded in Volume 228, page 341, and Volume 228, page 389, in the Probate Office of Shelby County, Alabama.
3. Oil, gas, and mineral lease recorded in Volume 122, page 886; Real 50, page 716; Real 50, page 712; Real 50, page 720; Real 50, page 724; Real 50, page 965; Real 50, page 969; Real 50, page 977; Real 50, page 973, in the Probate Office of Shelby County, Alabama.
4. Easement for Alabama Power Company recorded in Volume 216, page 829, in the Probate Office of Shelby County, Alabama.
5. Right of Way granted to Alabama Power Company by instrument recorded in Volume 139, page 127; Volume 216, page 829; Volume 131, page 210; Volume 11, page 258; Volume 126, page 191; Volume 126, page 192; Volume 126, page 121; Volume 136, page 829; Volume 124, page 519; Volume 126, page 191; Volume 139, page 127; and Volume 236, page 829, in the Probate Office of Shelby County, Alabama.
6. Mineral and mining rights and rights incident thereto recorded in Volume 53, page 263, in the Probate Office of Shelby County, Alabama.
7. That part of subject property in the right of way of New Highway No. 280, acquired by the State of Alabama by condemnation proceedings.
8. Agreement recorded in Volume 114, page 585, in the Probate Office of Shelby County, Alabama.
9. Easement for Road right of Way and ingress/egress, as recorded in Volume 287, page 888, in the Probate Office of Shelby County, Alabama.
10. Less and except any part of subject property lying with a public right of way.
11. The rights of upstream and downstream riparian owners with respect to any creeks, branches, streams or rivers, traversing subject property.
12. Rights outstanding under those certain easement agreements

Inst # 1996-21154

09/20/1996-21154
10:01 AM CERTIFIED
JAN HUNT JUDGE OF PROBATE
100 RD 15.00

Page 2

Warranty Deed
to Forest Parks, LLC, an Alabama Limited Liability Company

conveyed to Shelby County by Instrument recorded in Instrument No. 1993-3962, et seq., in the Probate Office of Shelby County, Alabama.

U.S. Highway 43 separates the property conveyed hereby from property owned and retained by Seller. Seller acknowledges that Purchaser intends to develop the property conveyed by this deed for single family housing, and that in doing so, the quantity and velocity of storm and rain water runoff will be increased, with the effect that the volume and velocity of water flowing from the property conveyed onto the property retained will be increased. Subject only to Purchaser's compliance with the requirements of Shelby County with regard to the treatment of its storm water runoff, including but not limited to, the installation of pipes of specified number and size under Highway 43, Seller, for itself, and its assigns, releases Purchaser from all damage occasioned by any increase in volume and velocity of runoff.


Nancy S. Huddleston and Nancy S. Huddleston Santangelo, grantee in Volume 331, page 262, is one and the same person.

This property is not the homestead of the Grantor(s) nor their spouse(s).

TO HAVE AND TO HOLD Unto the said Grantee, its heirs and assigns, forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, its heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey, the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims of all persons.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of September, 1996.


John H. Chiles, as Trustee of the
Mary H. Chiles Irrevocable Trust
dated January 15, 1981


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of September, 1996.


John C. Pay, Jr.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.


John R. Chiles, as Attorney in
Fact for Jane E. Aaron, Trustee
of the Jane H. Aaron Trust for
the Benefit of John B. Aaron, as
created in that Irrevocable
Trust Agreement between Jane H.
Aaron, as any Settlor, and John
B. Aaron, as Trustee dated
November 12, 1980


IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.


John R. Chiles, as Attorney in
Fact for Jane E. Aaron, Trustee
of the Jane H. Aaron Trust for
the Benefit of Harriotte Aaron, as
created in that Irrevocable
Trust Agreement between Jane H.
Aaron, as any Settlor, and John
B. Aaron, as Trustee dated
November 12, 1980


IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.


John R. Chiles, as Attorney in
Fact for Jane E. Aaron, Trustee
of the Jane H. Aaron Trust for
the Benefit of Nancy Aaron, as
created in that Irrevocable
Trust Agreement between Jane H.
Aaron, as any Settlor, and John
B. Aaron, as Trustee dated
November 12, 1980

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.


John R. Chiles, as Attorney in
Fact for Harriotte Aaron, Trustee
of the Jane H. Aaron Trust for
the Benefit of Jane E. Aaron, as
created in that Irrevocable
Trust Agreement between Jane H.
Aaron, as any Settlor, and John
B. Aaron, as Trustee dated
November 12, 1980

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.


John R. Chiles, as Attorney
in Fact for Anne Packer and
George Packer, Co-Trustees of
the Nancy Packer Children's 1980
Irrevocable Trust

Page 4
Warranty Deed
to Forest Parks, LLC, an Alabama Limited Liability Company

Exhibit B, Page 4 of 9

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of SEPTEMBER, 1996.

Reamer Development Corporation,

By, [Signature]
John S. Reamer, Jr.
Its President

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.

[Signature]
John R. Chiles, as Attorney in
Fact for Alice Jeanne Huddleston

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.

[Signature]
John R. Chiles, as Attorney in
Fact for Maggie H. Deering

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17th day of September, 1996.

[Signature]
John R. Chiles, as Attorney in
Fact for Nancy S. Huddleston
Santangelo

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Trustee of the Mary H. Chiles Irrevocable Trust dated January 15, 1981, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of
September, 1996.

[Signature]
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

On this 17th day of September, 1996, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that John C. Fay, Jr., married, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as her act

Page 5
Warranty Deed
to Forest Parks, LLC, an Alabama Limited Liability Company

Exhibit B, Page 5 of 9

on the day the same bears date.

Given under my hand this the 17th day of
September, 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Attorney in Fact for Jane E. Aaron, Trustee of the Jane H. Aaron Trust for the Benefit of John B. Aaron created in that Irrevocable Trust Agreement between Jane H. Aaron, as Settlor and John B. Aaron as Trustee dated November 12, 1980, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Attorney in Fact for Jane E. Aaron, Trustee of the Jane H. Aaron Trust for the Benefit of Harriotte Aaron created in that Irrevocable Trust Agreement between Jane H. Aaron, as Settlor and John B. Aaron as Trustee dated November 12, 1980, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Attorney in Fact for Jane E. Aaron, Trustee of the Jane H. Aaron Trust for the Benefit of Nancy Aaron created in that Irrevocable Trust Agreement between Jane H. Aaron, as Settlor and John B. Aaron as Trustee dated November 12, 1980, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Attorney in Fact, executed the same voluntarily

on the day the same bears date.

Given under my hand this the 17th day of September
1996.

Deirdre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Attorney in Fact for Harriette Aaron, Trustee of the Jane H. Aaron Trust for the Benefit of Jane E. Aaron created in that Irrevocable Trust Agreement between Jane H. Aaron, as Settlor and John B. Aaron as Trustee dated November 12, 1980, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September
1996.

Deirdre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John R. Chiles, whose name as Attorney in Fact for Anne Packer and George Packer, Co-Trustees of the Nancy Packer Children's 1980 Irrevocable, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such Attorney, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September
1996.

Deirdre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

I, a Notary Public, in and for said county and in said state, hereby certify that John G. Reamer, Jr., whose name as President of Reamer Development Corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity as such President, executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of
September 1996.

Deirdre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

On this 17th day of September, 1996, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that John R. Chiles, as Attorney in Fact for Alice Jeanne Huddleston, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as her act on the day the same bears date.

Given under my hand this the 17th day of September, 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

On this 17th day of September, 1996, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that John R. Chiles, as Attorney in Fact for Maggie H. Deering, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as her act on the day the same bears date.

Given under my hand this the 17th day of September, 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

STATE OF ALABAMA
COUNTY OF Jefferson

On this 17th day of September, 1996, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that John R. Chiles as Attorney in Fact for Nancy S. Huddleston Santangelo, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as her act on the day the same bears date.

Given under my hand this the 17th day of September, 1996.

Deidre A. Rafford
Notary Public
My commission expires: 11-11-97
Affix Seal

EXHIBIT "A"PARCEL I:

A tract of land situated in Sections 15, 16, 21, and 22, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a concrete monument marking the Northwest corner of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 21 a distance of 1342.10 feet to a rebar and cap, marking the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 19, South, Range 1 West; thence turn an interior angle of $268^{\circ}48'44''$ and run to the left in a Northerly direction along the West line of said 1/4-1/4 Section a distance of 1201.94 feet to a 1-inch rebar; thence turn an interior angle of $89^{\circ}49'45''$ and run to the right in an Easterly direction a distance of 28.76 feet to a capped rebar; thence turn an interior angle of $270^{\circ}05'00''$ and run to the left in a Northerly direction a distance of 81.98 feet to a capped rebar; thence turn an interior angle of $90^{\circ}14'44''$ and run to the right in an Easterly direction a distance of 435.08 feet to a 1-inch rebar; thence turn an interior angle of $269^{\circ}55'23''$ and run to the left in a Northerly direction a distance of 39.92 feet to a rebar and cap on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16; thence turn an interior angle of $81^{\circ}09'44''$ and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section and along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 16 a distance of 1548.54 feet to a rebar and cap; thence turn an interior angle of $268^{\circ}47'00''$ and run to the left in a Northerly direction along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 16 a distance of 1316.83 feet to a rebar and cap on the North line of said 1/4-1/4 Section; thence turn an interior angle of $91^{\circ}16'21''$ and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 670.88 feet to a rebar and cap marking the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16; thence turn an interior angle of $88^{\circ}44'11''$ and run to the right in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 1317.48 feet to a rebar and cap marking the Southeast corner of said 1/4-1/4 Section; thence turn an interior angle of $271^{\circ}12'28''$ and run to the left in an Easterly direction along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 16 a distance of 1341.71 feet to a rebar and cap marking the Northeast corner of said 1/4-1/4 Section; thence turn an interior angle of $88^{\circ}48'38''$ and run to the right in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 1318.79 feet to a pine knot marking the Southeast corner of said Section 16; thence turn an interior angle of $271^{\circ}22'44''$ and run to the left in an Easterly direction along the South line of Section 15, Township 19 South, Range 1 West, a distance of 1306.17 feet to a rebar and cap marking the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 15; thence turn an interior angle of $268^{\circ}36'47''$ and run to the left in a Northerly direction along the West line of said 1/4-1/4 Section a distance of 1323.88 feet to a rebar and cap marking the Northwest corner of said 1/4-1/4 Section; thence turn an interior angle of $91^{\circ}37'05''$ and run to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 1087.58 feet to a rebar and cap on the Northwestern Right-of-Way of Shelby County Highway #43; thence turn an interior angle of $50^{\circ}18'17''$ to the tangent of a curve to the left having a central angle of $3^{\circ}16'26''$ and a radius of 5769.58 feet and run right to left along the arc of said curve in a Southwesterly direction along the Northwestern Right-of-Way of Shelby County Highway #43 a distance of 333.04 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 959.90 feet to a Right-of-Way monument; thence turn an interior angle of $180^{\circ}04'28''$ to the tangent of a curve to the right having a central angle of $4^{\circ}30'16''$ and a radius of 5689.58 feet and run along the arc of said curve in a Southwesterly direction along said Right-of-Way a distance of 447.30 feet to a Right-of-Way monument; thence turn an interior angle of $87^{\circ}29'09''$ from the tangent of last described curve and run to the right in a Northwesternly direction along said Right-of-Way a distance of 10.25 feet to a Right-of-Way monument; thence turn an

interior angle of $272^{\circ}31'18''$ to the tangent of a curve to the right having a central angle of $2^{\circ}00'12''$ and a radius of 5679.58 feet and run left to right along the arc of said curve in a Southwesterly direction and along said Right-of-Way a distance of 198.58 feet to a rebar and cap; thence turn an interior angle of $269^{\circ}55'50''$ from the tangent of last described curve and run to the left in a Southeasterly direction a distance of 10.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ to the tangent of a curve to the right having a central angle of $3^{\circ}19'18''$ and a radius of 5689.58 feet and run to the right along the arc of said curve in a Southwesterly direction and along said Right-of-Way a distance of 329.85 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 3057.20 feet to a rebar and cap; thence run along the arc of a curve to the left having a central angle of $1^{\circ}20'00''$ and a radius of 22,958.30 feet in a Southwesterly direction and along said Right-of-Way a distance of 534.28 feet to a rebar and cap; thence run tangent to last described curve in a Southwesterly direction along said Right-of-Way a distance of 1428.79 feet to a rebar and cap; thence turn an interior angle of $133^{\circ}14'05''$ and run to the right in a Westerly direction a distance of 1574.63 feet to a rebar and cap; thence turn an interior angle of $269^{\circ}46'35''$ and run to the left in a Southerly direction along the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 1 West, a distance of 1131.05 feet to a point on the Northeastery Right-of-Way of U.S. Highway 280; thence turn an interior angle of $47^{\circ}02'48''$ to the tangent of a curve to the right having a central angle of $15^{\circ}32'56''$ and a radius of 5489.58 feet and run to the right along the arc of said curve in a Northwesterly direction and along said Right-of-Way a distance of 1489.77 feet to a Right-of-Way monument; thence turn an interior angle of $108^{\circ}16'32''$ from the tangent of last described curve and run to the right in a Northeastery direction along said Northeastery Right-of-Way a distance of 252.95 feet to a rebar and cap; thence turn an interior angle of $193^{\circ}43'24''$ and run to the left in a Northwesterly direction a distance of 150.27 feet to a Right-of-Way monument; thence turn an interior angle of $200^{\circ}07'18''$ and run to the left in a Northwesterly direction along said Right-of-Way a distance of 298.55 feet to a rebar and cap on the West line of said Section 21; thence turn an interior angle of $128^{\circ}34'02''$ and run to the right in a Northerly direction along the West line of said Section 21 a distance of 3336.51 feet to the POINT OF BEGINNING.

PARCEL II:

A tract of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a pine knot in a rock pile marking the Southwest corner of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said section 21 a distance of 996.82 feet to a rebar and cap located on the Southwesterly right-of-way of U.S. Highway 280; thence turn an interior angle of $48^{\circ}37'09''$ and run to the right in a Southeasterly direction along said right-of-way a distance of 198.78 feet to a rebar and cap; thence turn an interior angle of $165^{\circ}42'37''$ to the tangent of a curve to the left having a central angle of $10^{\circ}54'49''$ and radius of 5969.58 feet and run right to left along the arc of said curve in a Southeasterly direction and along said right-of-way a distance of 1137.07 feet to a rebar and cap on the South line of said Section 21; thence turn an interior angle of $44^{\circ}17'00''$ from the tangent of last described curve and run to the right in a Westerly direction along the South line of said Section 21 a distance of 875.72 feet to the Point Of Beginning, containing 9.95 acres, more or less.

2Inst # 1996-31156

09/20/1996-31156
 10:01 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 MS NC 13.38

Town of Chelsea

Inst # 1999-21563

05/24/1999-21563
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 SMA 41.00

620's ROW

CHELSEA CITY LIMITS



10-6 Acc(c)

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