

LIS PENDENS

Take notice that the below attached complaint has been filed in CV-99-517 and that the below defendants and named parcels are subject to the lien of Shelco Fire and Emergency Medical Rescue District.

IN THE CIRCUIT COURT
OF SHELBY COUNTY, ALABAMA

SHELCO FIRE AND EMERGENCY
MEDICAL RESCUE DISTRICT

Plaintiff,

vs.

Patricia P. Johnson, d/b/a Saddlebrook
Farms, aperc Recycling, Inc.; Karons Inter-
national, Inc. d/b/a Holiday Inn Lake View
Campgrounds; Jenell Sharp and Marvin
Sharp d/b/a Lucky's Construction,
Inc.; and the following described parcels
of property;

CIVIL ACTION NO.
CV-99-517

Inst # 1999-35404
08/24/1999-35404
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 MWS 38.50

Beginning at the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 34, Township 21 South, Range 2 West; run East along the North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 947.63 feet; thence right 88 degrees 17 minutes a distance of 1,336.71 feet; thence right 91 degrees 26 minutes a distance of 315.81 feet; thence right 88 degrees 34 minutes a distance of 669.06 feet; thence left 88 degrees 26 minutes a distance of 631.68 feet; thence right 88 degrees 26 minutes a distance of 670.72 feet to the point of beginning.

From the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 34, Township 21 South, Range 2 West; run North along the East boundary a distance of 106.79 feet to a point on the North right of way line of Alabama State Highway #70; thence left 94 degrees 55 minutes a distance of 316.86 feet to the point of beginning; thence continue in a straight line a distance of 633.73 feet; thence right 94 degrees 55 minutes a distance of 1,330.49 feet; thence right 91 degrees 26 minutes a distance of 631.62 feet; thence right 88 degrees 34 minutes a distance of 1,260.25 feet to the point of beginning.

LESS AND EXCEPT THAT PORTION CONVEYED TO STATE OF ALABAMA BY DEED RECORDED IN REAL RECORD 169, PAGE 218.

From the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 34, Township 21 South, Range 2 West; run North along the East boundary a distance of 106.79 feet to a point on the North right of way line of Alabama State Highway #70; thence left 94 degrees 55 minutes a distance of 950.59 feet to the point of beginning; thence continue in a straight line a distance of 633.72 feet; thence right 94 degrees 55 minutes a distance of 1,397.26 feet; thence right 91 degrees 26 minutes a distance of 631.62 feet; thence right 88 degrees 34 minutes a distance of 1,330.49 feet to the point of beginning.

ALSO, beginning at the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 34, Township 21 South, Range 2 West; run West along the South boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 315.81 feet; thence right 88 degrees 34 minutes a distance of 1,336.71 feet; thence right 91 degrees 43 minutes a distance of 631.76 feet; thence right 88 degrees 17 minutes a distance of 1,333.55 feet; thence right 91 degrees 26 minutes a distance of 315.81 feet to the point of beginning.

LESS AND EXCEPT THAT PORTION CONVEYED TO STATE OF ALABAMA BY DEED RECORDED IN REAL RECORD 169, PAGE 218.

A parcel of land located in the South Half of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the North half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the Quarter line 182.78 feet to the Westerly right of way of U.S. Highway No. 31; thence right 94 degrees 59 minutes 15 seconds Southerly along the Westerly right of way 16.91 feet to a concrete monument; thence right 86 degrees 03 minutes 19 seconds Westerly along said right of way 25.37 feet; thence left 86 degrees 09 minutes 06 seconds Southerly along the Westerly right of way 286.58 feet; thence right 88 degrees 05 minutes 34 seconds Westerly 300.04 feet; thence left 93 degrees 22 minutes 19 seconds Southerly 45.53 feet; thence right 90 degrees 48 minutes 21 seconds Westerly 294.79 feet to the Easterly right of way of L & N Railroad; thence right 80 degrees 05 minutes 37 seconds Northerly 334.26 feet along said Easterly right of way; thence right 99 degrees 29 minutes 18 seconds Easterly 517.70 feet to the point of beginning.

ALSO, a non-exclusive 25-foot easement for a railroad spur line, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the Quarter line 595.28 feet to an iron pin found on the Easterly right of way of L & N Railroad and the point of beginning; thence left 100 degrees 07 minutes 34 seconds Southerly along said Easterly right of way 663.09 feet to an iron pin; thence left 80 degrees 30 minutes 42 seconds 25.35 feet; thence left 80 degrees 30 minutes 42

seconds 662.80 feet to the North line of said Southwest Quarter; thence left 79 degrees 52 minutes 26 seconds 25.40 feet to the point of beginning and situated in Shelby County, Alabama.

According to survey of Barton F. Carr, RLS #16685, dated October 20, 1995.

All that tract or parcel of land being situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, described as follows:

Beginning at the Northeast corner of Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 4, Township 22 South, Range 2 West, run thence South 0 degrees 48 minutes 37 seconds West 260 feet to a point on the State fence; thence Northwest along State fence 130 feet to a point; thence North 20 degrees 23 minutes 02 seconds West 348.94 feet to a concrete right of way monument on U.S. 31; thence North 4 degrees 33 minutes 04 seconds East 135.34 feet to a concrete right of way marker; thence North 9 degrees East 284.30 feet to a point; thence South 64 degrees 56 minutes 47 seconds East 1,127.64 feet to a point; thence North 12 degrees 34 minutes 37 seconds East 51.21 feet to a point; thence North 82 degrees 26 minutes 37 seconds East 320 feet to a point; thence South 68 degrees 53 minutes 23 seconds East 119.34 feet to a point; thence South 0 degrees 48 minutes 37 seconds West 160.34 feet to a point; thence South 38 degrees 48 minutes 21 seconds West 387.66 feet to a point on a paved road; thence Northwest along road approximately 925 feet to a point; thence North 89 degrees 25 minutes 24 seconds West 295.51 feet to the point of beginning. Being situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

Begin at the northeast corner of Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 4, Township 22 South, Range 2 West; run thence South 0 degrees 48 minutes 37 seconds West 260 feet to a point on the State fence; thence Northwest along State fence 130 feet to a point; thence North 20 degrees 23 minutes 02 seconds West 348.94 feet to a concrete right of way monument on the South line of an unnamed county road; thence in a Southeasterly direction along the South line of said unnamed County road to a point where it intersects with the North line of the Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 4; thence North 89 degrees 25 minutes 24 seconds West 295.51 feet along said North line of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ to the point of beginning. Being situated in the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$; Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

ALSO KNOWN AS Lots 1 through 10, inclusive, according to the map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.

Lots 1 to 9, Block 2, according to the map and survey of Jewell Heights, being a Subdivision of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 22 South, Range 2 West,

Shelby County, Alabama, as recorded in Map Book 3, Page 23, in the Probate Office of Shelby County, Alabama.

Title vested in Jenell Sharp and husband, Marvin Sharp.

Block 12, according to the Survey of Jewel Heights, as recorded in Map Book 3, Page 23, in the Probate Office of Shelby County, Alabama, being located in the SE ¼ of the SW ¼ of Section 9, Township 22, Range 2 West, Shelby County, Alabama.

Title vested in Jenell Sharp.

All situated in Shelby county, Alabama.

Defendants.)

COMPLAINT

Comes now the plaintiff to aver the following cause of action:

JURISDICTION AND VENUE

1. Plaintiff, Shelco Fire and Emergency Medical Rescue District ("Shelco") is a district established to maintain a system for fighting or preventing fires and providing emergency medical services within the meaning of 1977 Local Act No. 62 as approved by the Alabama Legislature.

2. Defendant, Patricia P. Johnson d/b/a Saddlebrook Farms ("Saddlebrook"), is an individual doing business with its place of business within said fire district.

3. Defendant's Saddlebrook parcels of property is located within the fire district and is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

4. Defendant Power Paper Recycling, Inc., ("Power Paper"), is a corporation doing business in and having a place of business within the fire district.

5. Defendant Power Paper parcel(s) of property is located within the fire district, and is more particularly described as follows:

SEE ATTACHED EXHIBIT "B"

6. Defendant Karsons International, Inc., d/b/a Holiday Inn View Campgrounds ("Holiday Inn Campgrounds") is a corporation doing business within said fire district and has a place of business is located within the said fire district.

7. Defendant Holiday Inn Campgrounds parcels of property is located within the fire district and more particularly described as follows:

SEE ATTACHED EXHIBIT "C"

9.. Defendant Jenell Sharp and Marvin Sharp d/b/a Lucky's Construction, Inc. are individuals who are doing business as a corporation within the confines of said fire district and whose place of business is within said district.

10. Defendant Lucky's Construction's parcels of property is located within the fire district and is more particularly described as follows:

SEE ATTACHED EXHIBIT "D"

11. The amount in controversy exceeds \$10,000.00.

12. Jurisdiction and Venue are proper in the Circuit Court of Shelby County, Alabama.

COUNT 1

ACTION ON ACCOUNT STATED

14. Comes now the plaintiff to bring this count of the complaint, and realleges each and every preceding paragraph of the complaint as if fully set out herein.

15. The defendant Saddlebrook Farms owes the plaintiff on an account stated between the plaintiff and defendant as of July 1, 1999.

16. This account is calculated by the Board of Trustees pursuant to their usual course of business, as shown by the attached affidavit of Glenda Usher, Collections Secretary of the Board, said Exhibit being attached as Exhibit "F".

17. Demand has been made numerous times for the payment of said service charge, and the defendant's mortgagee (if any) has been put on notice.

18. The account in question is the past due service charges due to the district for the said individual doing business in the district.

19. Section 11 of said Act authorizes the district to collect an attorney's fee and costs against defendants in this action.

WHEREFORE, plaintiff demands judgment against defendant, Patricia P. Johnson, for \$11,928.97, said amount reflecting past due service charges, late fees, attorney's fees, interest, publication costs and costs.

COUNT II

ACTION ON A LIEN

20. Said Act contains in Section 12 of the Act the following:

The expense of establishing and maintaining a district shall be paid for by the proceeds of a service charge which shall be levied and collected in an amount sufficient to pay said expense. Said service charge shall be levied upon and collected from persons and properties served by the system. Such charge shall be a personal obligation of the owner of the property served by the system; and to secure the collection of the charge there shall be a lien against said property in favor of the district, which lien shall be enforceable by sale thereof in the same manner in which the foreclosure of a municipal assessment for public improvements is authorized.

This section serves to operate as a lien on the property within the district.

21. Said Section 12 of said Act empowers the fire district to collect past due service charges in the manner of a lien.

WHEREFORE, plaintiff demands judgment for the amount of the service charge plus attorney's fees and costs, and prays that said amount, pursuant to Section 12, be affixed to said property (Exhibit "A") as a lien, and that an Order be issued foreclosing said lien in the same manner as a municipal assessment, and that said Order order the sale of the property to satisfy the lien.

COUNT III

ACTION OF ACCOUNT STATED

22. Comes now the plaintiff to bring this count of the complaint, and realleges each and every preceding paragraph of the complaint as if fully set out herein.

23. The defendant Power Paper owes the plaintiff on an account stated between the plaintiff and defendant as of July 1, 1999.

24. This account is calculated by the Board of Trustees pursuant to their usual course of business, as shown by the attached affidavit (Exhibit "F") of Glenda Usher, Collections Secretary of the Board.

25. Demand has been made numerous times for the payment of said service charge.

26. The account in question is the past due service charges due to the district for the said corporation doing business in the district.

27. Section 11 of said Act authorizes the district to collect an attorney's fee against defendant in this action.

WHEREFORE, plaintiff demands judgment against defendant Power Paper for \$5,164.54, said amount reflecting past due service charges, late fees, attorneys, interest, publication costs, and costs.

COUNT IV

ACTION ON A LIEN

28. Said Act contains in Section 12 of the Act the following:

The expense of establishing and maintaining a district shall be paid for by the proceeds of a service charge which shall be levied and collected in an amount sufficient to pay said expense. Said service charge shall be levied upon and collected from persons and properties served by the system. Such charge shall be a personal obligation of the owner of the property served by the system; and to secure the collection of the charge there shall be a lien against said property in favor of the district, which lien shall be enforceable by sale thereof in the same manner in which the foreclosure of a municipal assessment for public improvements is authorized.

This section serves to operate as a lien on the property within the district.

29. Said Section 12 of said Act empowers the fire district to collect past due service charges in the manner of a lien.

WHEREFORE, plaintiff demands judgment for the amount of the service charge plus attorney's fees and costs, and prays that said amount, pursuant to Section 12, be affixed to said property (Exhibit "B") as a lien, and that an Order be issued foreclosing said lien in the same manner as a municipal assessment, and that said Order order the sale of the property to satisfy the lien.

COUNT V

ACTION OF ACCOUNT STATED

30. Comes now the plaintiff to bring this count of the complaint, and realleges each and every preceding paragraph of the complaint as if fully set out herein.

31. The defendant Holiday Inn Lakeview Campgrounds owes the plaintiff on an account stated between the plaintiff and defendant as of July 1, 1999.

32. This account is calculated by the Board of Trustees pursuant to their usual course of business, as shown by the attached affidavit (Exhibit "F"), of Glenda Usher,

33. Demand has been made numerous times for the payment of said service charge.

34. The account in question is the past due service charges due to the district for the said corporation doing business in the district.

35. Section 11 of said Act authorizes the district to collect an attorney's fee against defendant in this action.

WHEREFORE, plaintiff demands judgment for \$3,684.31, said amount reflecting past due service charges, late fees, attorneys, interest, publication costs, and costs.

COUNT VI

ACTION ON A LIEN

36. Said Act contains in Section 12 of the Act the following:

The expense of establishing and maintaining a district shall be paid for by the proceeds of a service charge which shall be levied and collected in an amount sufficient to pay said expense. Said service charge shall be levied upon and collected from persons and properties served by the system. Such charge shall be a personal obligation of the owner of the property served by the system; and to secure the collection of the charge there shall be a lien against said property in favor of the district, which lien shall be enforceable by sale thereof in the same manner in which the foreclosure of a municipal assessment for public improvements is authorized.

This section serves to operate as a lien on the property within the district.

37. Said Section 12 of said Act empowers the fire district to collect past due service charges in the manner of a lien.

WHEREFORE, plaintiff demands judgment for the amount of the service charge plus attorney's fees and costs, and prays that said amount, pursuant to Section 12, be affixed to said property (Exhibit "D") as a lien, and that an Order be issued foreclosing said lien in the same manner as a municipal assessment, and that said Order order the sale of the property to satisfy the lien.

COUNT VII

ACTION OF ACCOUNT STATED

38. Comes now the plaintiff to bring this count of the complaint, and realleges each and every preceding paragraph of the complaint as if fully set out herein.

39. The defendant Lucky's Construction, Inc. owes the plaintiff on an account stated between the plaintiff and defendant as of July 1, 1999.

40. This account is calculated by the Board of Trustees pursuant to their usual course of business, as shown by the attached affidavit (Exhibit "F"), of Glenda Usher, Collections Secretary of the Board.

41. Demand has been made numerous times for the payment of said service charge.

42. The account in question is the past due service charges due to the district for the said corporation doing business in the district.

43. Section 11 of said Act authorizes the district to collect an attorney's fee against defendant in this action.

WHEREFORE, plaintiff demands judgment for \$3,391.03 said amount reflecting past due service charges, late fees, attorneys, interest, publication costs, and costs and costs.

COUNT VIII

ACTION ON A LIEN

44. Said Act contains in Section 12 of the Act the following:

The expense of establishing and maintaining a district shall be paid for by the proceeds of a service charge which shall be levied and collected in an amount sufficient to pay said expense. Said service charge shall be levied upon and collected from persons and properties served by the system. Such charge shall be a personal obligation of the owner of the property served by the system; and to secure the collection of the charge there shall be a lien against said property in favor of the district, which lien shall be enforceable by sale thereof in the same manner in which the foreclosure of a municipal assessment for public improvements is authorized.

This section serves to operate as a lien on the property within the district.

45. Said Section 12 of said Act empowers the fire district to collect past due service charges in the manner of a lien.

WHEREFORE, plaintiff demands judgment for the amount of the service charge plus attorney's fees and costs, and prays that said amount, pursuant to Section 12, be affixed to said property (Exhibit "E") as a lien, and that an Order be issued foreclosing said lien in the same manner as a municipal assessment, and that said Order order the sale of the property to satisfy the lien.



W. David Nichols
Attorney for Shelco Fire & Emergency
Medical Rescue District

OF COUNSEL:
W. David Nichols, P.C.
3825 Lorna Road, Suite 214
Birmingham, AL 35244
205-987-4480

SERVE PERSONAL DEFENDANTS BY SHERIFF AT:

Patricia P. Johnson
7146 Highway #70
Calera, AL 35040

Holiday Inn Lakeview Campgrounds
357 Highway #304
Calera, AL 35040

Lucky's Construction, Inc.
480 Highway #211
Calera, AL 35040

SERVE THESE DEFENDANTS BY CERTIFIED MAIL AT:

Power Paper Recycling, Inc.
728 Emory Drive
Harriman, TN 37748-2800

SERVE THE PROPERTY BY POSTING A COPY OF THIS ACTION AT:

Patricia P. Johnson
d/b/a Saddlebrook Farms
7146 Highway #70
Calera, AL 35040

Power Paper Recycling, Inc.
6380 Highway #31
Calera, AL 35040

Holiday Inn Lakeview Campgrounds
357 Highway #304
Calera, AL 35040

Janell & Robert Sharp
d/b/a Lucky's Construction, Inc.
480 Highway #211
Calera, AL 35040

THIS ACTION IS ALSO BEING SERVED BY PUBLICATION.

Plaintiff's Address:

**Shelco Fire & Emergency
Medical Rescue District
P.O. Box 36995
Hoover, AL 35236**

Inst # 1999-35404

**08/24/1999-35404
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 HNS 38.50**