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

# Certification Of Annexation Ordinance

Ordinance Number: X-02-03-18-172

Property Owner(s): Chesser Plantation, LLC

Property: 09-8-27-0-001-001

€

09-8-27-0-001-001.003 09-8-27-0-001-001.006 09-8-27-0-001-001.007

I, Robert 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 March 18, 2002, as same appears in minutes of record of said meeting, and published by posting copies thereof on March 19, 2002 at the public places listed below, which copies remained posted for five business days (through March 25, 2002):

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

Inst # 2002-14956

D4/D1/2002 -14956

10:15 AM CERTIFIED

CHELBY COUNTY JUDGE OF FROBATE

4.00

## Town of Chelsea, Alabama

## Annexation Ordinance No. X-02-03-18-172

Property Owner(s): Chesser Plantation, LLC.

Property: 09-8-27-0-001-001

09-8-27-0-001-001.003 09-8-27-0-001-001.006 09-8-27-0-001-001.007

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 owner(s) of said property; and

Whereas, said petition contains (as Petition 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;

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

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

Allen Boone, Councilmember

Doug Ingram, Councilmember

Im/ny Hovvorn, Councilmember

S. Earl Niven, Jr., Councilmember

John Ritchie, Councilmember

Robert A Wanninger Town C

Property owner(s): Chesser Plantation, LLC.

Property: 09-8-27-0-001-001

09-8-27-0-001-001.003 09-8-27-0-001-001.006 09-8-27-0-001-001.007

## **Property Description**

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit B) Which was recorded with the Shelby County judge of probate as Book 249, page 175, Inst. 1999-52110, Inst. 2001-26720, Inst. 2001-21354, Inst. 2001-21355, Inst. 2001-21356. Further, the said property for which annexation into Chelsea is requested in this petition is shown in the indicated shaded area on the attached map in Petition Exhibit C. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said property, for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.

## **ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of the \( \beta \) day of March, 2002 by and between the TOWN OF CHELSEA, ALABAMA, and Alabama municipal corporation (the "Town") and CHESSER PLANTATION, LLC, an Alabama limited liability company (hereinafter "Developer").

## RECITALS:

Developer is the owner of or has under contract to purchase that certain real property (the "Property") situated in Shelby County, Alabama which are more particularly described in Exhibit A attached hereto and a Master Plan depicting said property attached hereto as Exhibit B and incorporated herein by reference. The current owners, Dan Chesser, Frank Chesser and Earl Niven, of certain portions of the Property have consented to this Annexation Agreement by their consents to this Petition which are attached hereto and incorporated herein by reference.

Developer desires to develop the Property as a planned unit development pursuant to the terms and provisions of Article VIII, Section 3 of the Zoning Regulations of the Town of Chelsea (the "Zoning Ordinance"). Said PUD will include single-family residential housing, commercial development, parks, lakes, nature areas, and a schoolsite.

The Property is not situated within the corporate limits of any municipality but is contiguous to real property which is located within the corporate limits of the Town.

The Town has determined that the annexation of the Property and the Development of the Property in accordance with the Developer's master plan will be beneficial to the Town and its residents and will enhance and promote the general welfare of the citizens of the Town. Accordingly, the Town has agreed to accept the annexation of the Property on the terms and conditions hereinafter set forth to the fullest extent permitted by law.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Annexation. Developer has heretofore caused itself and the current owners of certain portions of the Property to file with the Town and the Town has accepted this document as a Petition for Annexation of the Property by act of the City Council pursuant to the provisions of Ala. Code (1975), §§ 11-42-20 through 11-42-24. The provisions of this Agreement shall, to the fullest extent permitted by law, apply to all annexations of any portion of the Property, regardless of the method of annexation, into the Town.
- 2. Zoning. The Town hereby agrees that (a) the Property, consisting of approximately 249 acres of unimproved land, qualifies to be treated as a Planned Unit Development under the provisions of Article VIII, Section 3 of the Zoning Regulations of the Town of Chelsea (the "Zoning Ordinance"), (b) contemporaneously herewith, the Town will promptly process Developer's application for zoning of the Property in accordance with the Planned Unit

Development Zoning Application and Development Plan dated as of the date hereof filed by the Developer with the Town (the "Development Plan") and (c) until such time as the Development Plan has been approved by the Town, the existing zoning classifications or lack thereof as adopted by the Shelby County Planning Commission shall continue in full force and effect.

3. Reversal of Annexation. If, for any reason, the Development Plan for the Property is not approved by the Town, then the Town agrees, at the request of Developer or owner, to use its best efforts to nullify the annexation of the Property by de-annexing the Property from the Town and the Town. Further, the Developer and the Town each agree to take any and all action necessary to restore the parties to their respective positions as existed on the date immediately preceding the effective date of the annexation of any proportion of the Property into the Town.

#### 4. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or written oral discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified and amended only by a written instrument duly executed by the Town and the then owners of any portions of the Property which shall be affected by any such modification or amendment.
- (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Alabama.
- (d) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

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

TOWN OF CHELSEA, ALABAMA, an Alabama

municipal corporation /

- II

arl Niven. Mayor

ATTEST:

City Clouds

## CHESSER PLANTATION, LLC. an Alabama limited liability company

BY: The Crest at Greystone, Inc.
Its: Member

	By: WILLIAM L. THORNTON III Its: President
STATE OF ALABAMA ) COUNTY OF SHELBY )	
Earl Niven, whose name as Ma corporation, is signed to the foregone on this day that, being informed	ry Public in and for said County, in said State, hereby certify that ayor of the TOWN OF CHELSEA, an Alabama municipal going instrument, and who is known to me, acknowledged befored of the contents of said instrument, he, as such officer and wit voluntarily for and as the act of said municipal corporation.
Given under my hand and	official seal this the Stady of March, 2002.
[NOTARIAL SEAL]	My Commission Expires: MY COMMISSION EXPIRES ALY 25, 2005
STATE OF ALABAMA ) COUNTY OF SHELBY )	
William Thornton, whose name as which is a member of Chesser Plathe foregoing instrument, and who informed of the contents of said in	ry Public in and for said County, in said State, hereby certify the President of The Crest at Greystone, Inc, an Alabama corporation antation, LLC, an Alabama limited liability company, is signed to is known to me, acknowledged before me on this day that, being strument, he, as such officer and member of both companies are same voluntarily for and as the act of said companies.
Given under my hand and	official seal this the 18th day of, 2002.
[NOTARIAL SEAL]	Notary Public My Commission Expires: 5-13-200 \( \)

## EXHIBIT A

#### **OVERALL**

A parcel of land situated in Section 27 and the South one-half of Section 22, Township 19 South Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Begin at the Northeast corner of said section 27; thence run in a Southerly direction along the East boundary thereof for a distance of 1569.31 feet; thence turn a deflection angle of 44 degrees 00 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 584.29 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 125.50 feet; thence turn a deflection angle of 88 degrees 53 minutes 02 seconds to the right and run in a Southwesterly direction for a distance of 362.17 feet; thence turn a deflection angle of 136 degrees 31 minutes 00 seconds to the right and run in a Northerly direction for a distance of 14.25 feet; thence turn a deflection angle of 140 degrees 37 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 452.61 feet to a point on the South boundary of the Southeast onequarter of the Northeast one-quarter; thence turn a deflection angle of 49 degrees 40 minutes 32 seconds to the right and run in a Westerly direction along the said South boundary for a distance of 524.06 feet; thence turn a deflection angle of 50 degrees 16 minutes 31 seconds to the left and run in a Southwesterly direction for a distance of 89.99 feet to the point of beginning of a curve to the right, said curve having a radius of 87.96 feet, a central angle of 65 degrees 11 minutes 17 seconds, a chord distance of 94.77 feet and a deflection right of 32 degrees 35 minutes 39 seconds to the chord; thence run in a Southwesterly direction along the arc of said curve for a distance of 100.08 feet; thence turn a deflection angle of 32 degrees 23 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 49.33 feet to the beginning of a curve to the left; said curve having a radius of 222.32, a central angle of 54 degrees 56 minutes 29 seconds, a chord distance of 205.11 feet and a deflection left of 27 degrees 22 minutes 00 seconds to the chord; thence run in a Southwesterly direction along the arc of said curve for a distance of 213.18 feet; thence turn a deflection angle of 63 degrees 30 minutes 44 seconds to the left and run in a Southwesterly direction for a distance of 200.15 feet to a point on the Northernmost right of way line of Old U.S. Highway 280; thence turn a deflection angle of 90 degrees 00 minutes 52 seconds to the right and run in a Northwesterly direction along said right of way line for a distance of 273.65 feet; thence turn a deflection angle of 95 degrees 28 minutes 55 seconds to the right and run in a Northeasterly direction for a distance of 276.03 feet; thence turn a deflection angle of 109 degrees 15 minutes 47 seconds to the left and run in a Westerly direction for a distance of 662.26 feet; thence turn a deflection angle of 91 degrees 33 minutes 09 seconds to the right and run in a Northerly direction for a distance of 734.76 feet; thence turn a deflection angle of 90 degrees 19 minutes 04 seconds to the left and run in a Westerly direction for a distance of 324.93 feet; thence turn a deflection angle of 90 degrees 18 minutes 14 seconds to the right and run in a Northerly direction for a distance of 1901.35 feet; thence turn a deflection angle of 88 degrees 10 minutes 58 seconds to the right and run in an Easterly direction for a distance of 325.41 feet; thence turn a deflection angle of 87 degrees 21 minutes 15 seconds to the left and run in a Northerly direction for a distance of 1316.36 feet to a point on the North boundary of the Southeast one-quarter of the Southeast one-quarter of Section 22; thence turn a deflection angle of 86 degrees 53 minutes 10 seconds to the right and run in an Easterly direction along said quarter-quarter for a distance of 2640.46 feet to the POINT OF BEGINNING. Said parcel contains 10,882,370 square feet or 249.82 acres more or less.

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 the / day of /2, 2002.	
Witness Witness	Jewank Chesser Owner Own
	Property Address (if different)  Telephone Number
Witness Wines	Ester Chesser Owner
	Mailing Address
	Property Address
	Telephone number
(All owners	listed on the deed must sign)

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 the 18 day of Ar, 2002.  Refer a. Manney Witness	Estel Junen  Doc 75 Cholous  Mailing Address
	Property Address (if different)
Witness Winess	Owner Liven
	Mailing Address  Property Address
(A11	Telephone number
(All owners li	sted on the deed must sion)

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 the / 6 day of 141, 2002.	
Witness Witness	Dal Chesse
	Mailing Address
	Property Address (if different)
	Telephone Number
Witness Winess	Sisa D. Chesa Owner
	Mailing Address
•	Property Address
	Telephone number
(All owners lie	sted on the deed must sign)

EXHIBIT B

This instrument prepared by:
Mary Thornton Taylor, Esquire
Taylor & Smith, P.C.
P.O. Box 489
Orange Beach, Alabama 36561

Send tax notice to: Chesser Plantation, LLC 200 Narrows Parkway Birmingham, Alabama 35242

## GENERAL WARRANTY DEED

STATE OF ALABAMA	) ) KNOW ALL PERSONS BY THESE PRESENTS
SHELBY COUNTY	)

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned DANIEL P. CHESSER and wife, LISA K. CHESSER ("Grantor"), in hand paid by CHESSER PLANTATION, LLC, an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and made a part hereof for the legal description of the property being conveyed hereby (the "Property").

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2001 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2001 and subsequent years not yet due and payable;
- (3) Mineral and mining rights not owned by Grantor;
- (4) Transmission Line Pennit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 127, page 317; Deed Book 102 page 138; and Deed Book 104, page 525 in said Probate Office;
- (5) Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 95, page 507 in said Probate Office; and
- (6) Title to all minerals within the underlying the premises, together will all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 69, page 177 in said Probate Office.

The entire purchase price for the Property was paid from the proceeds advanced from a mortgage loan closed simultaneously herewith.

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

05/25/2001-21354 01:19 PM CERTIFIED SELLY COUNTY JUNES OF PROBATE 18.00

EKhib:TB

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 successors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor DANIEL P. CHESSER and wife, LISA K. CHESSER have hereto set their hands and scals this 25 TH day of May, 2001.

DANIEL P. CHESSER

LISA K.. CHESSER

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel P. Chesser and wife, Lisa K. Chesser, whose names ares signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 25 day of May, 2001.

Notary Public

My commission expires:\_\_

w0123179

(SEAL)

Exhibit B

### **EXHIBIT A**

## DEED FROM DANIEL P. CHESSER, and wife LISA K. CHESSER TO CHESSER PLANTATION, LLC

A parcel of land situated in the East one-half of Section 27 Township 19 South Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Commence at the Northeast corner of said section 27; thence run in a Southerly direction along the East boundary thereof for a distance of 1569.31 feet; thence turn a deflection angle of 44 degrees 00 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 584.29 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 125.50 feet; thence turn a deflection angle of 88 degrees 53 minutes 32 seconds to the right and run in a Southwesterly direction for a distance of 362.17 feet; thence turn a deflection angle of 136 degrees 31 minutes 00 seconds to the right and run in a Northerly direction for a distance of 14.25 feet; thence turn a deflection angle of 140 degrees 37 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 452.61 feet to a point on the South boundary of the Southeast onequarter of the Northeast one-quarter; thance turn a deflection angle of 49 degrees 40 minutes 32 seconds to the right and run in a Westerly direction along the said South boundary for a distance of 524.06 feet; thence turn a deflection angle of 50 degrees 16 minutes 31 seconds to the left and run in a Southwesterly direction for a distance of 89.99 feet to the point of beginning of a curve to the right, said curve having a radius of 87.95 feet, a central angle of 65 degrees 11 minutes 17 seconds, a chord distance of 94.77 feet and a deflection right of 32 degrees 35 minutes 39 seconds to the chord; thence run in a Southwesterly direction along the arc of said curve for a distance of 100.08 feet; thence turn a deflection angle of 32 degrees 23 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 49.33 feet to the point of beginning and the beginning of a curve to the left; said curve having a radius of 222.32, a central angle of 54 degrees 56 minutes 29 seconds, a chord distance of 205.11 feet and a deflection laft of 27 degrees 22 minutes 00 seconds to the chord; thence run in a southwesterly direction along the arc of said curve for a distance of 213.18 feet; thence turn a deflection angle of 63 degrees 30 minutes 44 seconds to the left and run in a Southwesterly direction for a distance of 200.15 feet to a point on the northernmost right of way line of Old U.S. Highway 280; thence turn a deflection angle of 90 degrees 00 minutes 52 seconds to the right and run in a Northwesterly direction along said right of way line for a distance of 273.65 feet; thence turn a deflection angle of 95 degrees 28 minutes 55 seconds to the right and run in a Northeasterly direction for a distance of 504.54 feet; thence turn a deflection angle of 73 degrees 28 minutes 44 seconds to the right and run in an Easterly direction for a distance of 364.28 feet: thence turn a deflection angle of 90 degrees 38 minutes 39 seconds to the right and run in a Southerly direction for a distance of 284.98 feet to the point of beginning. Said parcel contains 177,740 square feet or 4.08 acres more or less.

Inst # 2001-21354

O5/25/2001-21354
O5/25/2001-21354
O1:19 PM CERTIFIED
SHELBY COUNTY MAKE OF PROMITE
18.00
18.00

+.q

Exhibit B

This instrument prepared by:
Mary Thornton Taylor, Esquire
Taylor & Smith, P.C.
P.O. Box 489
Orange Beach, Alabama 36561

Send tax notice to: Chesser Plantation, LLC 200 Narrows Parkway Birmingham, Alabama 35242

## GENERAL WARRANTY DEED

STATE OF ALABAMA	) ) KNOW ALL PERSONS BY THESE PRESENTS
SHELBY COUNTY	)

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned JOHN ALLEN CHESSER and wife, BETTY CHESSER ("Grantor"), in hand paid by CHESSER PLANTATION, LLC, an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

The South 1/2 of the Southeast 1/4 of Section 22, Township 19 South, Range I West; being situated in Shelby County, Alabama (the "Property").

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2001 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2001 and subsequent years not yet due and payable;
- (3) Mineral and mining rights not owned by Grantor;

The entire purchase price for the Property was paid from the proceeds advanced from a mortgage loan closed simultaneously herewith.

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

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 successors and assigns, forever, against the lawful claims of all persons.

O5/25/2001-21356
O1:19 PM CERTIFIED
SHELBY COUNTY JUSCE OF PROMATE
COS NEL 15.00

Exhibit B

IN WITNESS WHE	REOF, Grantor JOHN ALLEN CHESSER and wife, BETTY
CHESSER have hereto set the	eir hands and seals this 25 day of May, 2001.
	Rotting (Marie
	TOTAL TEXT CHIESCED the and through his
	JOHN ALLEY CHESSER, by and through his Attorney-in-Fact, his wife Betty S. Chesser pursuant
	to the Durable Power of Attorney recorded as
	Instrument # 2001-08318 in the Office of the Judge of
	Probate of Shelby County, Alabama.
	$\lambda - \Omega i$
	Delle Cuse
	BETTY CHESSER
STATE OF ALABAMA	
JEFFERSON COUNTY	) )
•	Notary Public in and for said County, in said State, hereby certify that
_	se name as Attorney-in-Fact for John Allen Chesser, is signed to the thought is known to me, acknowledged before me on this day that, being
•	sch instrument, she, in her capacity as such Attorney-in-Fact and with
	ume voluntarily on the day the same bears date.
•	· · ·
Given under my hand and	seal, this
	Carlos X S
	Comment of the second of the s
(SEAL)	Notary Public My commission expires: 721/0/
(SLAL)	why commission expires.
STATE OF ALABAMA	) ·
	<b>)</b>
JEFFERSON COUNTY	)
	No. 10 No
· · · · · · · · · · · · · · · · · · ·	Notary Public in and for said County, in said State, hereby certify that
	name is signed to the foregoing conveyance and who is known to me,
_	this day that, being informed of the contents of such instrument, she by on the day the same bears date.
exceded the same voluntari.	ly on the day are same ocars date.
Given under my hand and	i seal, this 25 day of May, 2001.
	Jan Danson
	Notary Public
(SEAL)	My commission expires: 7/22/01
u0132149	Inst # 2001-21356
wCJ2316#	Inst + Euro
	05/2522001-21356
	OM CEKIAFA
	SIETA COMPLE A COLOR
	COS MEL 15.00

Exhibit B.

This instrument prepared by: Mary Thornton Taylor, Esquire Taylor & Smith, P.C. P.O. Box 489 Orange Beach, Alabama 36561 Send tax notice to: Chesser Plantation, LLC 200 Narrows Parkway Birmingham, Alabama 35242

## GENERAL WARRANTY DEED

STATE OF ALABAMA	) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY	, )

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned F. P. CHESSER, JR. and wife, ESTER LEE CHESSER ("Grantor"), in hand paid by CHESSER PLANTATION, LLC, an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and made a part hereof for the legal description of the property being conveyed hereby (the "Property").

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2001 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2001 and subsequent years not yet due and payable;
- (3) Mineral and mining rights not owned by Grantor,
- (4) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 127, page 317; Deed Book 102 page 138; and Deed Book 104, page 525 in said Probate Office;
- (5) Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 95, page 507 in said Probate Office; and
- (6) Title to all minerals within the underlying the premises, together will all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 69, page 177 in said Probate Office.

The entire purchase price for the Property was paid from the proceeds advanced from a mortgage loan closed simultaneously herewith.

O5/25/2001-21355
O1:19 PM CERTIFIED
SHELRY SOUNTY JUNCE OF PROMATE
TOA HEL. 21.00

7.q

5213818452

HTIMS & SOLYAT

624:11 SO 81 76M

ExhibiT B.

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

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 successors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor F. P. CHESSER and wife, ESTER LEE CHESSER have hereto set their hands and seals this 25 day of May, 2001.

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that F. P. Chesser and wife, Ester Lee Chesser, whose names ares signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 25 day of May, 2001.

Michael 2 Hill Notary Public

My commission expires: MAY 14

w0123171

(SEAL)

Exhibit

#### **EXHIBIT A**

## DEED FROM F. P. CHESSER, and wife ESTER LEE CHESSER TO CHESSER PLANTATION, LLC

A parcel of land situated in the East one-half of Section 27 Township 19 South Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Begin at the Northeast corner of said section 27; thence run in a Scutherly direction along the East boundary thereof for a distance of 1569.31 feet; thence turn a deflection angle of 44 degrees 00 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 584.29 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 125.50 feet; thence turn a deflection angle of 88 degrees 53 minutes 02 seconds to the right and run in a Southwesterly direction for a distance of 362.17 feet; thence turn a deflection angle of 136 degrees 31 minutes 00 seconds to the right and run in a Northerly direction for z distance of 14.25 feet; thence turn a deflection angle of 140 degrees 37 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 452.61 feet to a point on the South boundary of the Southeast onequarter of the Northeast one-quarter; thence turn a deflection angle of 49 degrees 40 minutes 32 seconds to the right and run in a Westerly direction along the said South boundary for a distance of 524.06 feet; thence turn a deflection angle of 50 degrees 16 minutes 31 seconds to the left and run in a Southwesterly direction for a distance of 89.99 feet to the point of beginning of a curve to the right, said curve having a radius of 87.96 feet, a central angle of 65 degrees 11 minutes 17 seconds, a chord distance of 94.77 feet and a deflection right of 32 degrees 35 minutes 39 seconds to the chord; thence run in a Southwesterly direction along the arc of said curve for a distance of 100.08 feet; thence turn a deflection angle of 32 degrees 23 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 49.33 feet; thence turn a deflection angle of 78 degrees 44 minutes 25 seconds to the right and run in a Northerly direction for a distance of 284.98 feet; thence turn a deflection angle of 27 degrees 20 minutes 34 seconds to the right and run in a Northeasterly direction for a distance of 940.10 feet; thence turn a deflection angle of 84 degrees 57 minutes 44 seconds to the left and run in a Northwesterly direction for a distance of 87.03 feet; thence turn a deflection angle of 56 degrees 28 minutes 05 seconds to the right and run in a Northerly direction for a distance of 109.64 feet; thence turn a deflection angle of 21 degrees 46 minutes 52 seconds to the right and run in a Northeasterly direction for a distance of 100.08 feet; thence turn a deflection angle of 40 degrees 13 minutes 22 seconds to the right and run in a Northeasterly direction for a distance of 183.43 feet; thence turn a deflection angle of 11 degrees C9 minutes 41 seconds to the left and run in a Northeasterly direction for a distance of 79.34 feet; thence turn a deflection angle of 20 degrees 23 minutes 33 seconds to the left and run in a Northeasterly direction for a distance of 78.31 feet; thence turn a deflection angle of 01 degrees 37 minutes 38 seconds to the left and run in a Northeasterly direction for a distance of 93.82 feet; thence turn a deflection angle of 05 degrees 00 minutes 51 seconds to the right and run in a Northeasterly direction for a distance of 114.56 feet; thence turn a deflection angle of 35 degrees 24 minutes 32 seconds to the right and run in a Northeasterly direction for a

Exhibit

distance of 204.48 feet; thence turn a deflection angle of 85 degrees 49 minutes 06 seconds to the left and run in a Northwesterly direction for a distance of 395.00 feet; thence turn a deflection angle of 126 degrees 08 minutes 18 seconds to the left and run in a Southwesterly direction for a distance of 146.41 feet; thence turn a deflection angle of 25 degrees 39 minutes 28 seconds to the right and run in a Scuthwesterly direction for a distance of 103.55 feet; thence turn a deflection angle of 46 degrees 17 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 117.97 feet; thence turn a deflection angle of 44 degrees 11 minutes 49 seconds to the right and run in a Northwesterly direction for a distance of 231.66 feet; thence turn a deflection angle of 94 degrees 33 minutes 08 seconds to the left and run in a Southwesterly direction for a distance of 80.01 feet; thence turn a deflection angle of 39 degrees 05 minutes 29 seconds to the right and run in a Northwesterly direction for a distance of 101.15 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 60.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 46.99 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 100.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 398.58 feet to the point of beginning of a tangent curve to the right, said curve having a radius of 630.00 feet, a central angle of 05 degrees 27 minutes 38 seconds and a chord distance of 60.02 feet; thence run in a Northeasterly direction along the arc of the curve for a distance of 60.04 feet, thence Northeasterly along a straight line that is tangent to said curve for a distance of 55.9? feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 42.14 feet to a point on the North line of said Section 27; thence turn a deflection angle of 114 degrees 01 minutes 55 seconds to the right and run in an Easterly direction along said North boundary for a distance of 825.10 feet to the point of beginning. Said parcel contains 2,483,729 square feet or 57.13 acres more or less.

Inst # 2001-21355

05/25/2001-21355
01:19 PM CERTIFIED
WELV COUNTY JUNCE OF PRODATE
004 NE. 21.00

ZXH	ibi1 15	oc (N	ame) _ Earl 1	liven	
his instrument was prepared by		(A/	ame) <u>Est 1</u> ddress) <u>Boy 7</u>	5	
Name)			Chels	rea, A	2-35043
Address				0	<b>.</b>
orm I-I-S Rev. 1882 ARRANTY DEED, JOINT TENANTS WITH RIGH	T OF SURVIVORSHIP — LAWYER:	STITLE INSURANCE	CORPORATION, Berningham, Al	6 6 7	1년 1년 1년
TATE OF ALABAMA Shelby county	KNOW ALL MEN B			001-2	ERTIFE OF TRO
hat in consideration ofOne_dolla	ar and other consi	derations		<u>ณ</u>	<del>~ 1</del> 00년:1편성 유ር 를
the undersigned granter or granters in	hand paid by the GRANTEE	S herein, the recei	pt whereof is acknowledge	d, we. +2	783 A 2
F. P. Chesser, Jr				E E	06/6 41136 80.7
Samuel Earl Niven,	Sr and wife June	2 C Niven			•
herein referred to as GRANTEES) as join			ing described real estate	situated in	
Shel	<u> </u>	County, Alaba		·	
A parcel of land situated in the East o particularly described as follows:	ne-half of Section 27, Towns	ihip 19 South, Ran	ge I West, Shelby County.	, Alabama. Be	ing more
the left and run along the North prope seconds to the left and run a distance of 364.28 feet; thence turn an angle of 940.10 feet; thence turn a deflection of 87.03 feet; thence turn a deflection of 109.64 feet; thence turn a deflection of 100.08 feet; thence turn a deflection distance of 183.43 feet; thence turn a a distance of 79.34 feet; thence turn a distance of 79.34 feet; thence turn for a distance of 93.82 feet; thence turn for a distance of 93.82 feet; thence turn for a distance of 93.82 feet; thence turn for a distance of 114.56 feet Northeasterly direction for a distance a Northwesterly direction for a distance in a Southwesterly direction for a distance turn in a Northwesterly direction right and run in a Northwesterly direction the left and run in a Northwesterly direction acres more or less.	of 228.51 feet; thence turn at f 62 degrees 01 minutes 17 single of 84 degrees 57 minutes angle of 56 degrees 28 minutes angle of 21 degrees 46 minutes angle of 40 degrees 13 minutes angle of 40 degrees 13 minutes deflection angle of 11 degrees deflection angle of 20 degrees a deflection angle of 01 degrees a deflection angle of 03 degrees and 1204.48 feet; thence turn a ce of 395.00 feet; thence turn a stance of 146.41 feet; thence for a distance of 103.55 feet ction for a distance of 117.97	n angle of 73 degreeconds to the left are 44 seconds to the left are 52 seconds to the left of 52 seconds to the left of 52 seconds to the left of 52 seconds to 63 minutes 41 seconds 13 minutes 33 minutes 33 rees 37 minutes 38 legrees 00 minutes 36 deflection angle of 35 degrees 2 deflection angle turn a deflection are turn a de	ees 28 minutes 44 seconds and run in a Northwaterity is left and run in a Northwateright and run seconds to the left and run is seconds to the left and run is seconds to the left and run is 1 seconds to the left and run is 4 minutes 32 seconds to the fight and run is 51 seconds to the right and run is 65 degrees 49 minutes 0 of 126 degrees 98 minutes 125 degrees 39 millection angle of 46 degrees a deflection angle of 46 degrees a deflection angle of 46 degrees and deflection and degree and deflection and degrees and degrees and degree and degrees and degree and degree and degree and degree and degree and	to the right and direction for a sesterly direction for a sesterly direction easterly direction a Northeasterly direction a Northeasterly direction a Northeasterly direction a Northeasterly and run in a Northeasterly and run for a Northeasterly and run for a Northeasterly and run for a 18 seconds to the 18 seconds and run for a 18 seconds and r	d run a distance distance of on for a distance of on for a distance of ion for a distance of including direction for its and run in the left and run in the left and run in the left and run ion ion the left and run ion ion ion ion ion ion ion ion ion io
TO HAVE AND TO HOLD Unto the se intention of the parties to this convey se grantees herein) in the event one grantees not survive the other, then the And I (we) do for myself (ourselves) and assigns, that I am (we are) lawfully above; that I (we) have a good right to se	vance, that (unless the joint stee herein survives the other heirs and assigns of the gra- and for my lour) heirs, exact eized in fee simple of said pr Il and convey the same as al	tenancy hereby cr er, the entire inter- ntees herein shall t utors, and adminia remises; that they foresaid; that I (we	eated is severed or terminest in fee simple shall pass ake as tenants in common. trators covenant with the are free from all encumbril will and my (our) heirs.	said GRANTS ances, unless of	he joint lives of ng grantes, and EES, their heirs otherwise noted administrators
iall warrant and defend the same to the s		Ont.	_		Soth
June	nave nereunto scl		hand(s) and seal(s), this	<del></del>	<u> </u>
VITNESS:	(Seat)	of the second	F P Chesser	Jr.	(Seal
	(Seal)	E	ter Lee	Ohe	234
STATE OF ALABAMA Shelby county	}		Ester Lee	Chesser	

, a Notary Public in and for said County, in said State

\_known to me, acknowledged before me

\_oxecuted the same voluntarily

MY COMMISSION FRANCES MAN 12

are

they

the undersigned authority

on this day, that, being informed of the contents of the conveyance

are

Given under my hand and official seal this\_

whose name .

on the day the same bears date.

hereby cortify that FP Chesser, Jr and Ester Lee Chesser

signed to the foregoing conveyance, and who\_

This instrument was propored by Exhibit.	Exhibit A. Page 2 of 3
(Neme) Karl C. Harrison	Page 2 of 3
(Address) Columbiana, ilabema	
Form 1-1-5 Rev. 1-44 WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIYOR—L	AWYERS TITLE INSURANCE CORPORATION, Similarian, Albana
Shelby County Know all men by the	ese presents,
That is consideration of	DOLLARS
to the undersigned granter or granters in hand said by the GRA	
F. P. Chesser, Sr. and Wife, Dowle (herein referred to as grantors) do grant, bargein, sell and convey (	•
F. P. Chesser, Jr. and Ester Lee Ch	
(herein referred to as GRANTEES) for and during their joint lives of them in fee simple, together with every contingent remainder and	and upon the death of either of them, then to the survivor
in Shelby Cou	ity, Alabama to-wit:
The NET of Section 27, Township 19, Range 1 West	;;
Also the East 325 feet of the Eg of Nat of Section	on 27, Township 19, Range 1 West;
Also the East 325 feet of the NET of Swit of Sectioning north of the right of way line of U.S. His	ion 27; Township 19, Range 1 West, Ighway 280;
Also begin at the northwest corner of Nation SE and run thence south along the west line of said the north right-of-way line of U. S. Highway 28 along said north right-of-way line 825 feet to line of said Nation Sid of Section 27; thence read of SEd of Section 27 to the point of beginn	thence run in an easterly direction point; thence run in an easterly direction a point; thence run north to the north un west along the north line of said
The above described land covers a portion of the certain deed from the grantors herein to the graceorded in Deed Book 170 page 343 in the Proband in that certain deed dated June 2, 1967, resaid Probate Office.	antees herein dated August 18, 1904, te Office of Shelby County, Alabama,
TO HAVE AND TO HOLD to the said GRANTEES for and then to the survivor of them in fee simple, and to the being and as remainder and right of reversion.	during their joint lives and upon the death of either of them, signs of such survivor forever, together with every contingent
And I (we) do for myself (ourselves) and for my (our) heirs, ex their heirs and assigns, that I am (we are) lawfully seized in fee all unless otherwise noted above; that I (we) have a good right to sell a heirs, executors and administrators shall warrant and defend the seagainst the lawful claims of all persons.	mple of said premises; that they are free from all encumbrances, nd convey the same as aforesaid; that I (we) will and my (our) me to the said GRANTEES, their beirs and assigns forever,
IN WITNESS WHEREOF	rhand(s) and seel(s), this
day of	_ \
WITNESS:  Earl Misson (Seel)	J. P. Chesser, Sr. Coil & Seel

.(Seal)

(Seel)

STATE OF ALABAMA
Shelby CO

863K249

611 -0	SEND TAX NOTICE TO:
Exhib. TB	(Name) Danny Chesser
This isotomment was assessed by	(Address) Po Boy 78
This instrument was prepared by	Chelses Ac 35047 -
(Name) Larry Carver	
(Address)	
WARRANTT DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSUR	ANCE CORPORATION, Birminghom, Alebama
Shelby County } KNOW ALL MEN BY THESE P	
That in consideration ofOne Dollar and other Consideration	n
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the	receipt whereof is acknowledged, we.
F. P. Chesser Jr. and Ester Lee Chesser (herein referred to as grantors) do grant, bargain, sell and convey unto	• •
Daniel P. Chesser and Lisa K. Chesser	
(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the	following described real estate situated in
Shelby County,	Alabama to-wit:
property line 1600 feet more or less; thence run South the center of a dirt drive, thence continue along last so thence Northeasterly for 1180 feet more or less to a p North Boundary line of said section 27, and that is 15 of F. P. Chesser Jr. property; thence run North for 14 Less and Except the 5 acres deeded to Daniel P. Ches Book 050 Page 638.	aid course for a distance of 60 feet; point that is 1400 feet south of the 30 feet east of the west property line 100 feet to the Point of beginning.
	999-52110
· ·	• •
12/28/199 03:14 PM C SELVERY I	99-52110 ERTIFIED IN POMIE 3.00
TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with rethe intention of the parties to this conveyance, that (unless the joint tenancy here the grantees herein) in the event one grantee herein survives the other, the entire if one does not survive the other, then the heirs and assigns of the grantees herein a And I (we) do for myself (ourselves) and for my (our) heirs, executors, and add assigns, that I am (we are) lawfully seized in fee simple of said premises; that	by created is severed or terminated during the joint lives of interest in fee simple shall pass to the surviving grantee, and shall take as tenants in common.  ministrators covenant with the said GRANTEES, their heirs they are free from all encumbrances, unless otherwise noted
above; that I (we) have a good right to sell and convey the same as aforesaid; that shall warrant and defend the same to the said GRANTEES, their heirs and assigns for the said GRANTEES.	orever, against the lawful claims of all persons.
IN WITNESS WHEREOF, <u>we</u> have hereunto set <u>OUT</u> day of December 1999	hand(s) and seaKs), this
WITNESS:	I. P. Chesser I. Seal
	F V. Chessey Jr. / - 4

(Seal) (Seal) STATE OF ALABAMA , a Notary Public in and for said County, in said State Chesser Jr. and Ester Lee Chesser are \_known to me, acknowledged before me ате , signed to the foregoing conveyance, and who\_\_ they executed the same voluntarily on this day, that, being informed of the contents of the conveyance on the day the same bears date. Given under my hand and official soal this\_

Inst # 2002-14956

04/01/2002-14956 10:15 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 022 MSB 74.00