

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

**Send tax notice to:**  
Board of Education of  
Shelby County, Alabama

## 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 **CHESSER PLANTATION, LLC**, an Alabama limited liability company ("Grantor"), in hand paid by the **BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, donate and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, with a restricted use for a primary or middle school building and its related facilities as further described and conditioned hereinbelow, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND  
MADE A PART HEREOF (the "Property").

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2002 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2002 and subsequent years not yet due and payable;
- (3) Easements for roads and utilities as may exist over, upon or across the Property;
- (4) Declaration of Easement by Chesser Plantation, LLC recorded as Instrument No. 2001-21357 in the Probate Office of Shelby County, Alabama;
- (4) Use of the Property shall be restricted to a permanent primary or middle school building, whose primary purpose and function is to provide classroom instruction for students, together with related facilities and structures such as parking lots and playing fields used in support of said primary or middle school;
- (5) Grantee does hereby covenant and agree that no access for ingress or egress for vehicular traffic shall ever be granted to adjoining property along the north, west or southern boundary of the Property and that access for ingress and egress to the Property shall be restricted solely to Chesser Plantation Lane.

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

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free

from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns, 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 **CHESSER PLANTATION, LLC**, by its sole Member and Manager who is authorized to execute this Warranty Deed as provided in Grantor's Articles of Organization which, as of this date have not been modified or amended, has hereto set its signature and seal as of June 1, 2002.

**CHESSER PLANTATION, LLC**

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

By: William L. Thornton, III  
William L. Thornton, III  
Its President

**STATE OF ALABAMA     )**  
**)**  
**JEFFERSON COUNTY    )**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of The Crest at Greystone, Inc., an Alabama corporation, as the sole Member and Manager of CHESSER PLANTATION, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as the act of said Member and Manager of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 15 day of July, 2002.

Marjorie J. Ingram  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

Marjorie J. Ingram  
Notary Public, State of Alabama  
My Commission Expires October 11, 2004

## EXHIBIT A

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

Commence at the Northeast corner of Section 27; thence run in a Westerly direction along said North boundary line of said Section 27 for a distance of 2167.84 feet to the POINT OF BEGINNING; thence turn a deflection angle of 141 degrees 07 minutes 21 seconds to the right and run in a Northeasterly direction for a distance of 518.94 feet; thence turn a deflection angle of 21 degrees 02 minutes 38 seconds to the left and run in a Northeasterly direction for a distance of 205.00 feet to the point of beginning of a tangent curve to the right, said curve having a radius of 430.00 feet, a central angle of 36 degrees 41 minutes 10 seconds and a chord distance of 270.65 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 275.33 feet; thence Northeasterly along a straight line tangent to said curve for a distance of 200.91 feet; thence turn a deflection angle of 30 degrees 29 minutes 24 seconds to the left and run in a Northeasterly direction for a distance of 703.45 feet to a point on the North boundary of the Southeast one-quarter of the Southeast one-quarter of said Section 22; thence turn a deflection angle of 126 degrees 44 minutes 34 seconds to the left and run in a Westerly direction along said quarter-quarter for a distance of 1730.96 feet to the Northwest corner of the Southwest one-quarter of the Southeast one-quarter of said Section 22; thence turn a deflection angle of 86 degrees 53 minutes 10 seconds to the left and run in a Southerly direction along the West boundary of the said quarter-quarter for a distance of 1316.36 feet to the Southwest corner of the Southeast one-quarter; thence turn a deflection angle of 92 degrees 38 minutes 45 seconds to the left and run in an Easterly direction along the South boundary of the said quarter line for a distance of 481.65 feet to the POINT OF BEGINNING. Said parcel contains 1,527,361 square feet or 35.06 acres more or less.