


ORDINANCE NO. 398


20040406000178490 Pg 1/11 46.00
Shelby Cnty Judge of Probate, AL
04/06/2004 16:00:00 FILED/CERTIFIED

AN ORDINANCE TO ALTER, REARRANGE AND EXTEND THE CORPORATE LIMITS OF THE CITY OF PELHAM, ALABAMA SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by the property owners requesting territory therein described be annexed to the City of Pelham, together with a map of said territory showing its relationship to the corporate limits of the City has been filed with the City Clerk of the City of Pelham; and

WHEREAS, the Council has determined and found that the matters set forth and alleged in said petition are true, and that it is in the public interest that said property be annexed to the City of Pelham;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Pelham as follows:

Section 1. That said Council hereby assents to the annexation of said territory to the City of Pelham, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Chapter 42, Article 2, Code of Alabama 1975 (Sections 11-42-20 through 11-42-43, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits, within the corporate area of said City, which said territory is not within the corporate limits or "City Boundary" of another municipality. Said territory is described as follows:

See Attached

Section 2. The City of Pelham hereby agrees to comply with those provisions of Act No. 604 enacted at the 1976 Regular Session of the Legislature of Alabama pertaining to the assumption and payment of an annexed fire district debt or the payment to said fire district of an amount equal to six times the amount of dues that the portion of said fire district being annexed paid to said fire district during the preceding year.

Section 3. That the City Clerk shall file a certified copy of this ordinance containing an accurate description of said annexed territory with the Probate Judge of Shelby County, Alabama, and also cause a copy of this ordinance to be published in a newspaper of general circulation in the City of Pelham.

Jim Phillips, a member of the City Council of the City of Pelham, moved that all rules which would prevent the immediate consideration of Ordinance No. 398 hereupon attached, be suspended and immediate consideration given to the passage of said Ordinance. Said motion was seconded by Willard Payne, a member, and upon a roll call vote was unanimously passed. The vote on said motion was as follows:

Bobby Hayes
Mayor Yes

Willard Payne
Council Member Yes

Mike Dickens
Council Member Yes

Rosemary Metcalf
Council Member Yes

Karyl Rice
Council Member Yes

Jim Phillips
Council Member Yes

THEREUPON Jim Phillips, a member moved and Rosie Metcalf, a member seconded the move that said Ordinance be given vote. Said Ordinance passed by vote of all members of the Council present and the Mayor declared the same passed.

ADOPTED this 5th day of April 2004. This ordinance shall become effective on the 12th day of April, 2004.

Bobby Hayes
Mayor

Rosemary Metcalf
Council Member

Jim Phillips
Council Member

Willard C. Payne
Council Member

Karyl D. Rice
Council Member

Michael J. Dail
Council Member

Seal

ATTEST

Caryn Baker
City Clerk

POSTING AFFIDAVIT

I, the undersigned, Clerk of the City Council of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE 398 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at its regular meeting on the 5th day of April, 2004 and duly published by posting an exact copy thereof on 6th day of April 2004 at three public places within the city, including the Mayor's Office at City Hall, City Park and Library, all being public places in the City of Pelham, Alabama.


City Clerk

Seal

ANNEXATION CHECK LIST

Copy of petition signed by property owners	<i>owned by City of Pelham</i>
Map of Property	<i>Attached</i>
Description of Property	<i>Attached</i>
Names of Property Owners	<i>City of Pelham</i>
How many single family dwellings on property	<i>None</i>
How many people live on parcel of land	<i>None</i>
How many are of voting age	<i>None</i>
How many are not of voting age	<i>None</i>
The race of each person	<i>no residents</i>
Reason for annexation	<i>Road Improvements to accen Ballastone</i>

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Inst # 2001-

GRANT OF EASEMENT/RIGHT OF WAY

R.E. No. CAHABA CH01(CB6023 & 6027)

THIS INSTRUMENT, effective on the date of recording hereof, is given by CAHABA FORESTS, LLC, a Delaware limited liability company having a having a mailing address of c/o Hancock Natural Resources Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts 02110, (617) 747-1600, GRANTOR, and the CITY OF PELHAM, having a principal place of business and mailing address of 3162 Pelham Parkway, Pelham, AL 35124, GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does, by these presents, hereby GRANT and TRANSFER unto Grantee, a perpetual, non-exclusive easement for access, utility and drainage purposes, easement eighty feet (80') in width, (easement area) being forty feet (40') on each side of the centerline of an existing roadway, described as follows:

80' RIGHT-OF-WAY
LOCATED IN SECTION 26, AND THE W 1/4 OF SECTION 25, ALL IN TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY ALABAMA.

Beginning at a SW corner of Section 26, Township 20 South, Range 2 West, Shelby County, Alabama; thence N00°30'55"W along the west line of said Section 26, a distance of 1,476.81' to the POINT OF BEGINNING of the centerline of a 80' right-of-way lying 40' either side of and parallel to described centerline; thence N89°29'38"E along said centerline, a distance of 110.88' to a point of curve to the right having a radius of 400.00' and a central angle of 06°12'00"; thence easterly along the arc a distance of 43.28'; thence S84°18'22"E along said centerline, a distance of 490.99' to a point of curve to the left having a radius of 250.00' and a central angle of 49°02'27"; thence easterly along the arc a distance of 213.98'; thence N46°39'10"E along said centerline, a distance of 52.14' to a point of curve to the right having a radius of 250.00' and a central angle of 36°45'29"; thence northeasterly along the arc a distance of 160.39'; thence N83°24'40"E along said centerline, a distance of 293.74' to a point of curve to the left having a radius of 300.00' and a central angle of 12°57'25"; thence easterly along the arc a distance of 67.84'; thence N70°27'15"E along said centerline, a distance of 566.05' to a point of curve to the right having a radius of 200.00' and a central angle of 21°15'11"; thence easterly along the arc a distance of 74.19'; thence S88°17'34"E along said centerline, a distance of 164.65' to a point of curve to the left having a radius of 200.00' and a central angle of 12°08'37"; thence easterly along the arc a distance of 42.39'; thence N79°33'49"E along said centerline, a distance of 285.50' to a point of curve to the left having a radius of 250.00' and a central angle of 19°20'18"; thence easterly along the arc a distance of 84.38'; thence N60°13'31"E along said centerline, a distance of 98.46' to a point of curve to the left having a radius of 400.00' and a central angle of 14°48'54"; thence northeasterly along the arc a distance of 103.43'; thence N45°24'37"E along said centerline, a distance of 39.74' to a point of curve to the right having a radius of 250.00' and a central angle of 35°36'18"; thence northeasterly along the arc a distance of 155.36'; thence N81°00'55"E along said centerline, a distance of 317.65' to a point of curve to the left having a radius of 1,500.00' and a central angle of 04°20'26"; thence easterly along the arc a distance of 113.64'; thence N76°38'42"E along said centerline, a distance of 303.06' to a point of curve to the left having a radius of 250.00' and a central angle of 64°25'43"; thence northeasterly along the arc a distance of 281.12'; thence N12°12'59"E along said centerline, a distance of 27.26' to a point of curve to the right having a radius of 300.00' and a central angle of 60°50'35"; thence northeasterly along the arc a distance of 318.57'; thence N73°03'34"E along said centerline, a distance of 41.22' to a point of curve to the right having a radius of 350.00' and a central angle of 26°10'25"; thence easterly along the arc a distance of 159.89'; thence S80°46'01"E along said centerline, a distance of 146.66' to a point of curve to the left having a radius of 350.00' and a central angle of 15°35'31"; thence easterly along the arc a distance of 95.25'; thence N83°38'28"E along said centerline, a distance of 206.75' to a point of curve to the right having a radius of 350.00' and a central angle of 22°45'33"; thence easterly along the arc a distance of 139.03'; thence S73°35'59"E along said centerline, a distance of 82.77' to a point of curve to the left having a radius of 350.00' and a central angle of 16°13'03"; thence easterly along the arc a distance of 99.07'; thence S89°49'02"E along said centerline, a distance of 229.92' to a point of curve to the right having a radius of 300.00' and a central angle of 14°13'19"; thence easterly along the arc a distance of 74.47'; thence S75°35'43"E along said centerline, a distance of 81.35' to a point of curve to the left having a radius of 250.00' and a central angle of 40°10'59"; thence easterly along the arc a distance of 175.33'; thence N64°13'18"E along said centerline, a distance of 218.98' to a point of curve to the right having a radius of 250.00' and a central angle of 31°49'44"; thence easterly along the arc a distance of 138.88'; thence S83°56'58"E along said centerline, a distance of 129.36' to the POINT OF ENDING and the westerly right-of-way line of Shelby County Hwy 331.

AS SHOWN and delineated on that survey thereof dated January 5, 2001, prepared by Robert C. Farmer, Registered Land Surveyor No. 14720, a copy of which is annexed hereto as EXHIBIT "A" and by this reference is made a part hereof;

which Easement Area is located upon an existing roadway traversing that certain tract or parcel of land situated in the County of Shelby, State of Alabama, being more particularly described as follows:

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SHELBY COUNTY JUDGE OF PROBATE
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TOWNSHIP 20 SOUTH, RANGE 2 WEST

Section 25: The South Half of the Northwest Quarter;
The Southwest Quarter;;

Section 26: The West half;
The Southwest Quarter of the Southeast Quarter;

BEING a portion of the premises conveyed to Grantor by deed dated October 10, 2000, recorded with the Clerk of the Probate Court of Shelby County, Alabama, as Instrument No. 2000-04451.

IT BEING UNDERSTOOD AND AGREED between the parties hereto that the easement hereby created and the rights hereunder shall be subject to the following terms and conditions:

1. This easement shall run with and is granted and intended for the purpose of providing Grantee ingress and egress to that certain property owned by Grantee being situated in County of Shelby, State of Alabama. It being further UNDERSTOOD and AGREED by the parties hereto that no permission is hereby granted for the installation or maintenance of utilities, overhead electric transmission lines or underground cable lines; easements for same to be negotiated between utility providers and Grantor.
2. Grantee hereby agrees to keep all gates on the Easement Area locked, except during permitted ingress and egress as described herein. (delete if N/A & renumber remaining provisions)
3. Grantee shall use said Easement Area at its own risk and, by execution hereof, hereby indemnifies and holds Grantor harmless from any and all claims, actions, causes of action, demands, damages, expenses and costs, including but not limited to attorney's fees and costs in defense thereof, made against Grantor and arising out of Grantee's exercise of its rights hereunder and/or for personal injury or property damage suffered by Grantee or its agents, employees, representatives or assigns, Grantor or its agents, employees, representatives or assigns or third parties resulting solely from its own negligent actions and not resulting from any negligence or misconduct of Grantor, its employees, agents, representatives or assigns, or the negligence of third parties.
4. Grantee shall repair any and all damage caused to said Easement Area as a result of Grantee's use of said Easement Area in the exercise of its rights hereunder.
5. Grantor understands that Grantee may sell its property, and Grantor shall not interfere with the use by any successor-in-interest to such property of any of the easement area contained herein; and the rights and conditions hereunder shall inure to the benefit of such successor-in-interest.
6. Grantor does hereby covenant that it is lawfully seized and possessed of the real estate described hereunder and has a good and lawful right to convey the same or any part thereof.
7. The terms Grantor and Grantee hereunder shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party.
8. The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in duplicate on the dates set forth below.

ATTEST:

CAHABA FORESTS, LLC

By: Hancock Natural Resource Group, Inc.

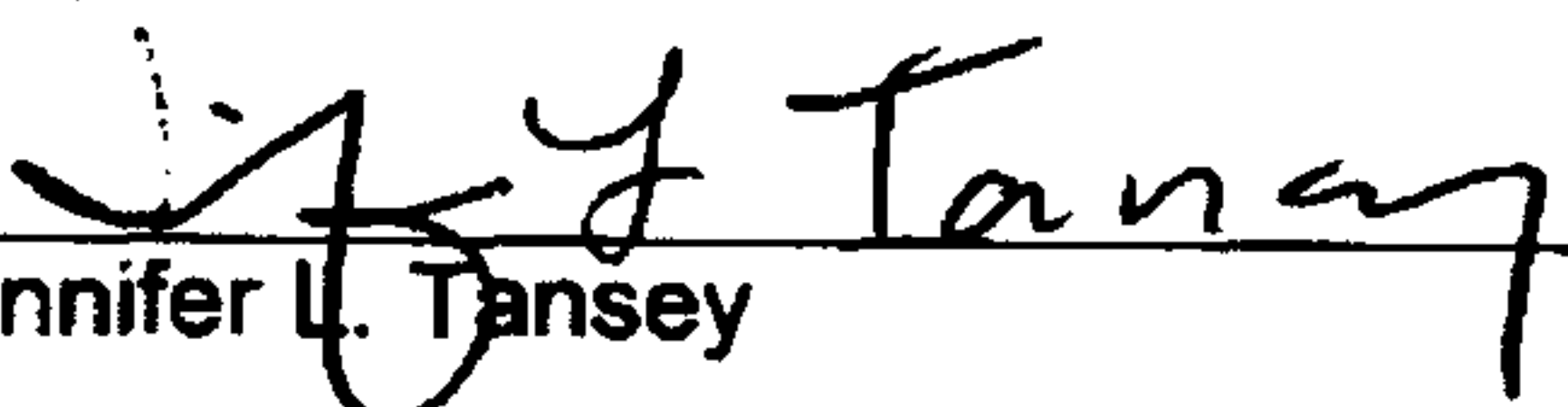

Antoniette Ricci
Assistant Secretary

by 
Kevin J. McWilliams, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
)ss
COUNTY OF SUFFOLK)

I, Jennifer L. Tansey, a Notary Public in and for said County and Commonwealth, hereby certify that Kevin J. McWilliams, whose name as Assistant Treasurer of Hancock Natural Resource Group, Inc., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of Hancock Natural Resource Group, Inc., in its capacity as the Manager of CAHABA FORESTS, LLC for and as the act of said Grantor.

Given under my hand and official seal on October 10, 2001.

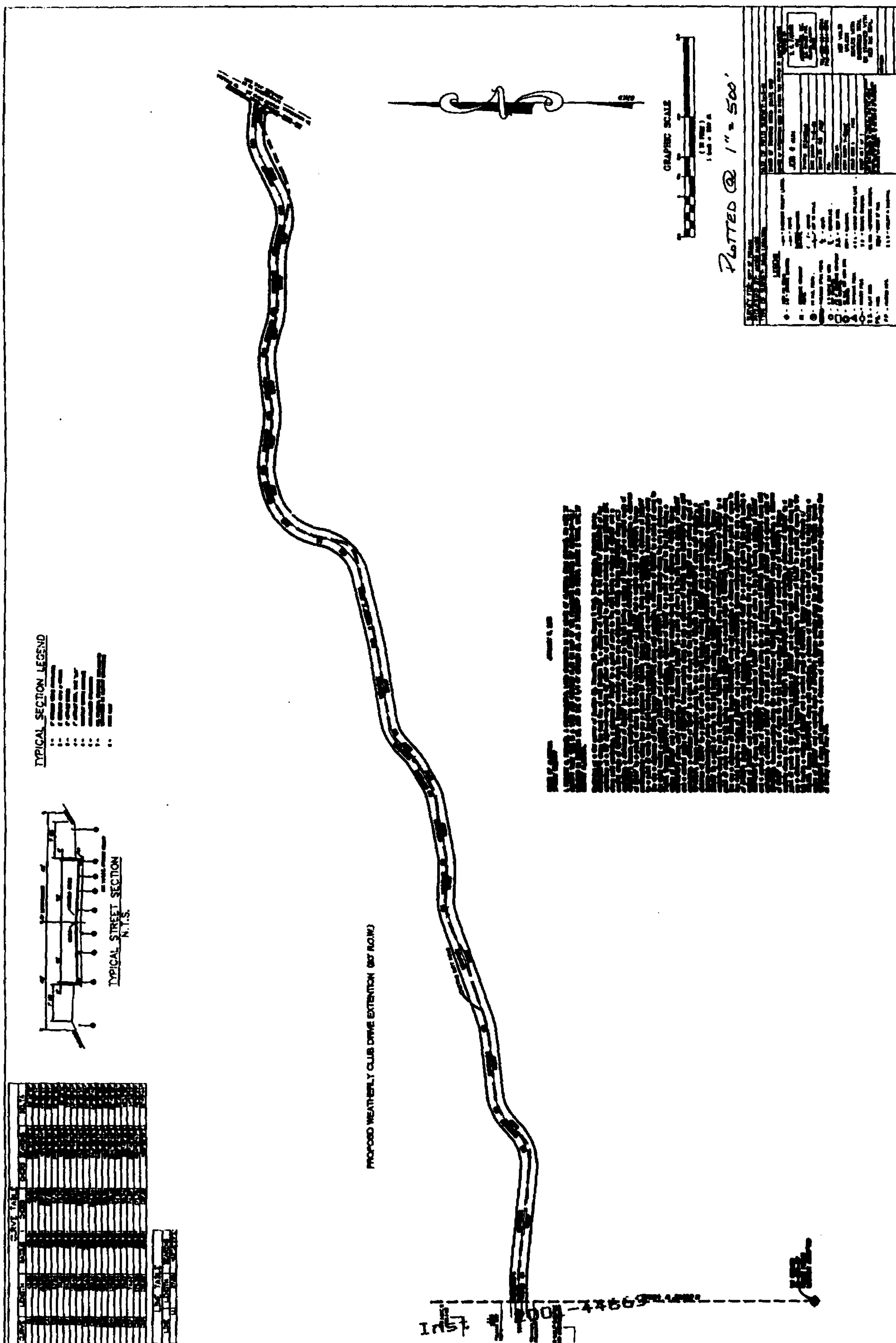

Jennifer L. Tansey

My commission expires July 26, 2007

ACCEPTED BY:
THE CITY OF PELHAM, GRANTEE

By: Bobby Hayes, Mayor
Name:
Title:

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SHELBY COUNTY JUDGE OF PROBATE
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CONSENT AND SUBORDINATION AGREEMENT
No. CAHABA CH01 (CB6023 & 6027)

This *Consent and Subordination Agreement* is made as of the 27th day of September, 2001, by **TRAVELERS INSURANCE COMPANY** a Connecticut corporation, with an address at 6750 Poplar Avenue, Suite 109, Memphis, Tennessee 38138, in its capacity as Collateral Agent for the Senior Noteholders under and as defined in the Note Purchase Agreement (as defined below) ("Lender") in favor of **CAHABA FORESTS, LLC**, a Delaware limited liability company, with an address at c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts 02110 ("Grantor") and **THE CITY OF PELHAM** ("Grantee").

A. RECITALS

1. Grantor has entered into a financing arrangement with Lender evidenced by a certain Note Purchase Agreement dated as of October 19, 2000 ("Note Purchase Agreement") and secured by that certain Mortgage, Security Agreement and Assignment of Rents dated October 19, 2000 (the "Mortgage") and recorded with the Office of Probate of Shelby County ("Land Records") as Instrument No. 2000-36787 (the "Mortgage"), covering property located in Shelby County, Alabama, and more particularly described in the Mortgage (the "Property").
2. Grantor has entered into a Road Enhancement Easement dated October 10, 2001, with Grantee, to be recorded simultaneously herewith (the "Easement"), granting rights in certain property located in Shelby County, Alabama, and more particularly described in the Easement.
3. Grantor and Grantee have requested that Lender subordinate the Mortgage to the Easement as provided in this Consent.
4. Lender has agreed to subordinate the Mortgage to the Easement upon the terms and conditions set forth in this Consent.

B. AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby consents to and subordinates the Mortgage to the Easement as if the Easement had been executed prior to the Mortgage.

Except for the subordination of the Mortgage to the Easement, this Consent shall in no way affect or impair the rights of Lender under the Mortgage and shall in no way subordinate the Mortgage to any other document or instrument of record recorded after or otherwise subordinate to the Mortgage.

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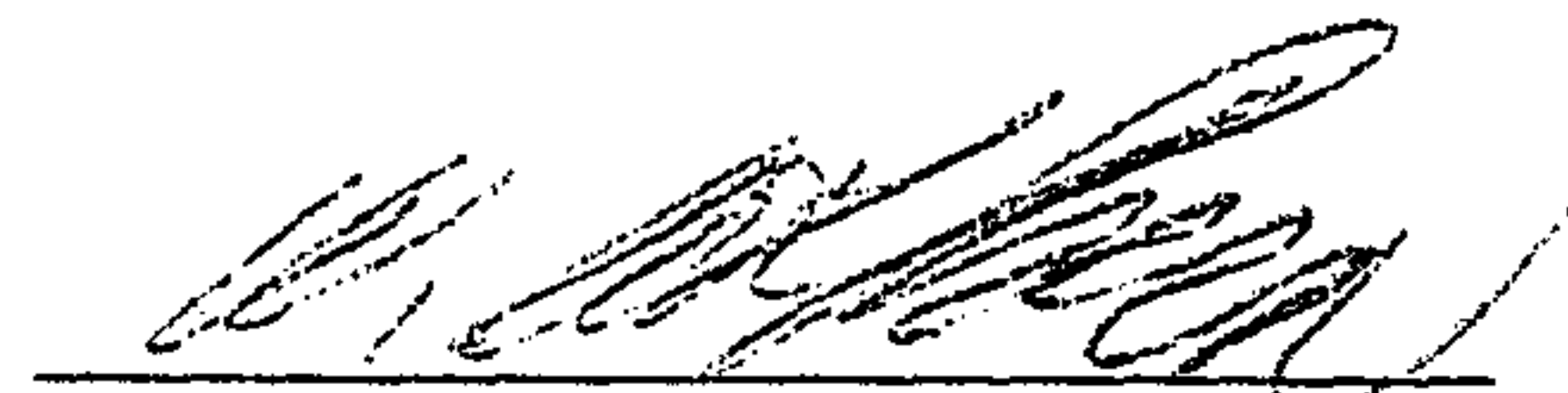
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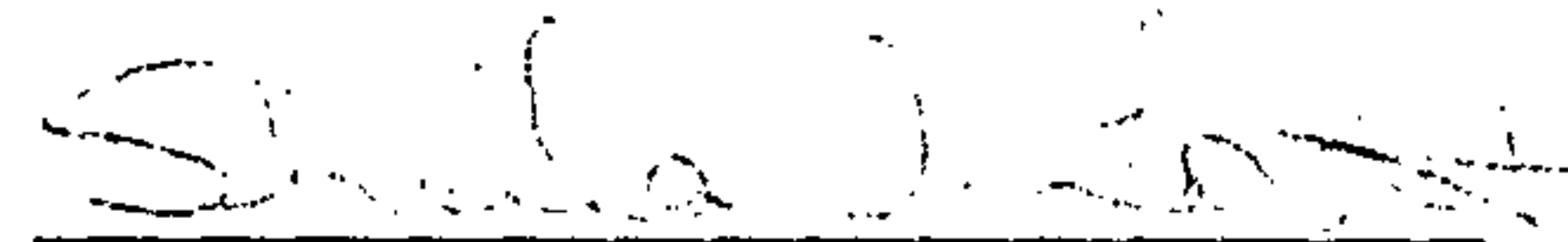
Executed as of the date first written above.


ATTEST:

THE TRAVELERS INSURANCE COMPANY


W. Kirk Purvis, Asst. Secretary

By: 
Name: S. Peter Headley
Title: First Vice President

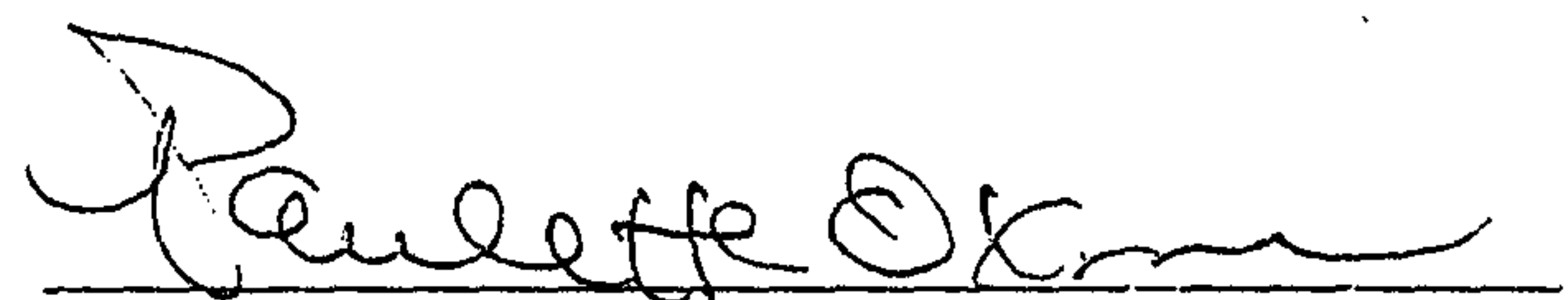

Witness


Witness

State of Tennessee
County of Shelby

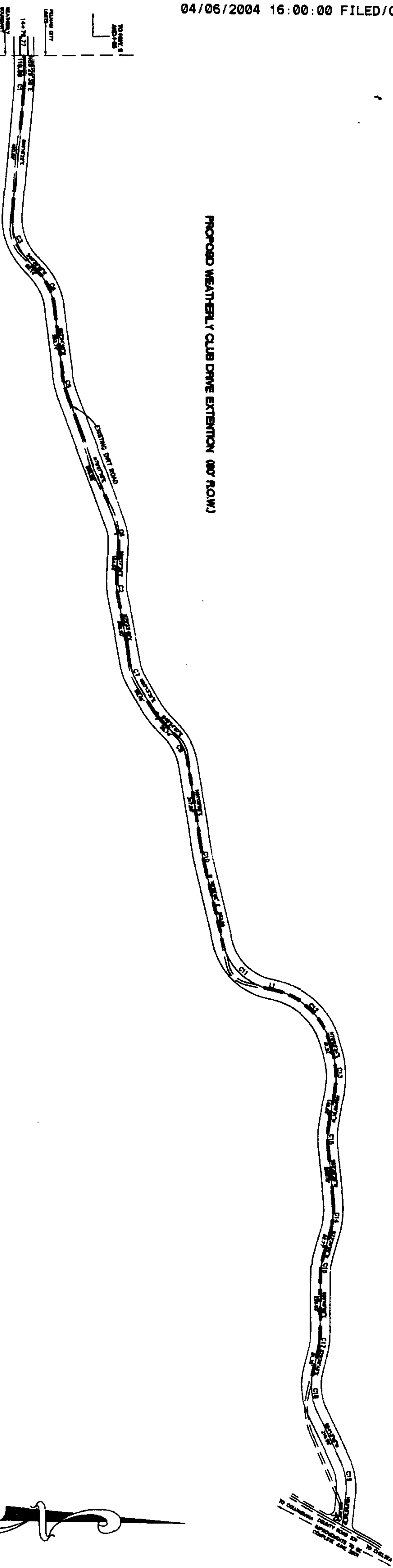
September 27, 2001

Then personally appeared the above-named S. Peter Headley as First Vice President of The Travelers Insurance Company and acknowledged the foregoing instrument to be his/her free act and deed on behalf of said corporation..


Paulette Oxner, Notary Public
My commission expires: 11-15-2003

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C1	21.96	250.00	20.26	N71.02/E4.4	439.02/E4.4
C2	16.39	250.00	15.46	N6.45/S9.5C	36.45/S9.5C
C3	61.26	200.00	61.78	N76.53/S7.1	12.57/S2.1
C4	81.26	250.00	81.38	N68.14/S1.7	1.68/S1.7
C5	81.26	250.00	81.38	N68.14/S1.7	1.68/S1.7
C6	120.43	400.00	103.61	N45.94/S4.5	14.46/S4.5
C7	125.36	250.00	126.37	N6.72/S4.6C	25.36/S4.6C
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C9	133.43	250.00	111.64	N72.92/S4.7	64.02/S4.7
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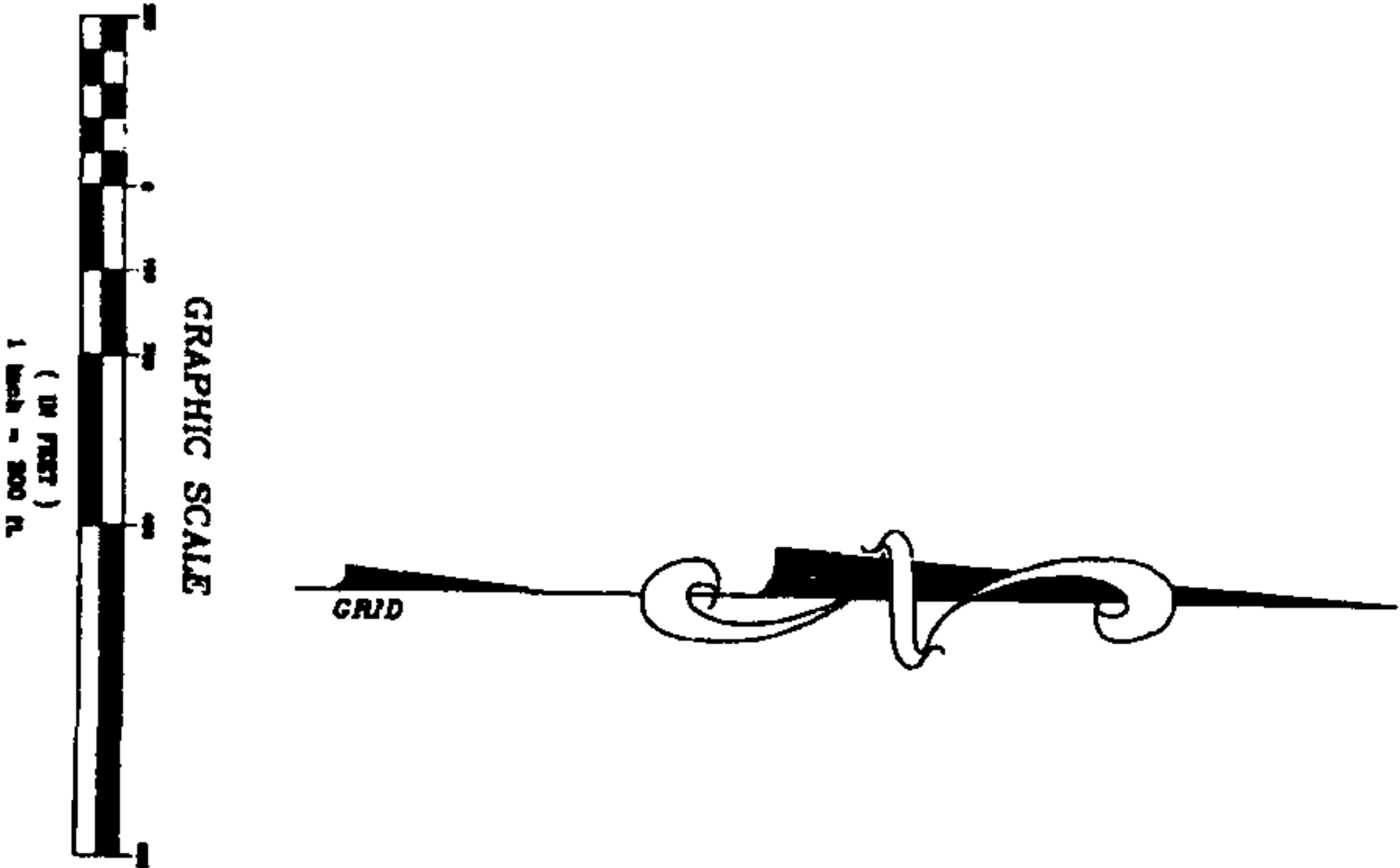


PROPOSED WEATHERLY CLUB DRIVE EXTENTION (80' R.O.W.)

STATE OF ALABAMA
COUNTY OF COCAH

JANUARY 5, 2005

1. ROBERT C. FARNER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA (REG #14720), DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OR MAP OF THE FOLLOWING DESCRIBED BY RIGHT-OF-WAY LOCATED IN SECTION 36, AND THE W 1/4 OF SECTION 23, ALL IN TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

[illegible][illegible]