

20090423000150370 1/12 \$44.00
Shelby Cnty Judge of Probate, AL
04/23/2009 02:17:28PM FILED/CERT

Town of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

Ordinance Number: X-02-03-25-174

Property Owner(s): Eddleman Thornton, LLC

Property: Part of Parcel 58-16-03-06-0-000-006
 Part of Parcel 58-08-09-31-0-000-001
 Part of Parcel 58-08-09-30-0-000-002
 Part of Parcel 58-08-09-29-0-000-011

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 a Special Call Meeting held on March 25, 2002, as same appears in minutes of record of said meeting, and published by posting copies thereof on March 26, 2002 at the public places listed below, which copies remained posted for five business days (through April 1, 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

020,174

Town of Chelsea, Alabama
Annexation Ordinance No. X-02-03-25-174

20090423000150370 2/12 \$44.00
Shelby Cnty Judge of Probate, AL
04/23/2009 02:17:28PM FILED/CERT

Property Owner(s): Eddleman Thornton, LLC

Property: Part of Parcels 58-16-03-6-0-000-006, 58-08-09-31-0-000-001, 58-08-09-30-0-000-002 and 58-08-09-29-0-000-011

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 properties 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 properties; and

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

Whereas, said properties are contiguous to the corporate limits of Chelsea, or are 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;

Whereas, said properties are located and contained within an area where the police jurisdiction of Chelsea and the police jurisdiction of Westover overlap, the boundary of the annexation of said properties, or the boundary of the annexation of the said group of properties of which said properties are part is a line that is equidistant between the corporate limits of Chelsea and the corporate limits of Westover or is a line that is closer to the corporate limits of Chelsea than to the corporate limits of Westover

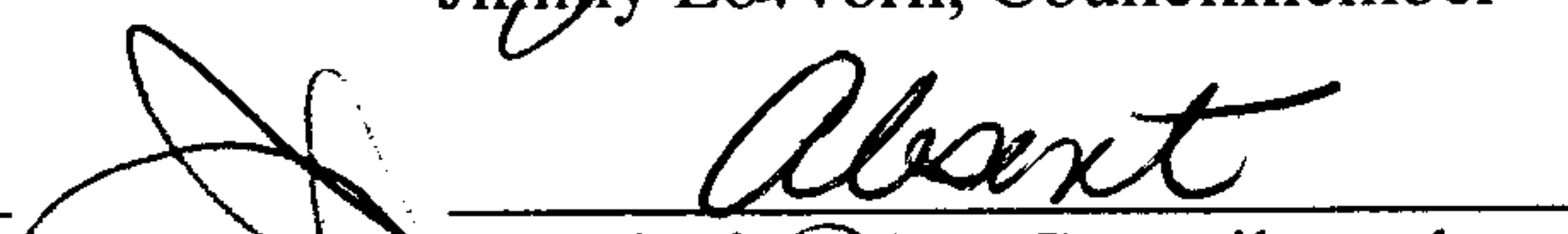
Therefore, be it ordained that the town council of the Town of Chelsea assents to the said annexation: and

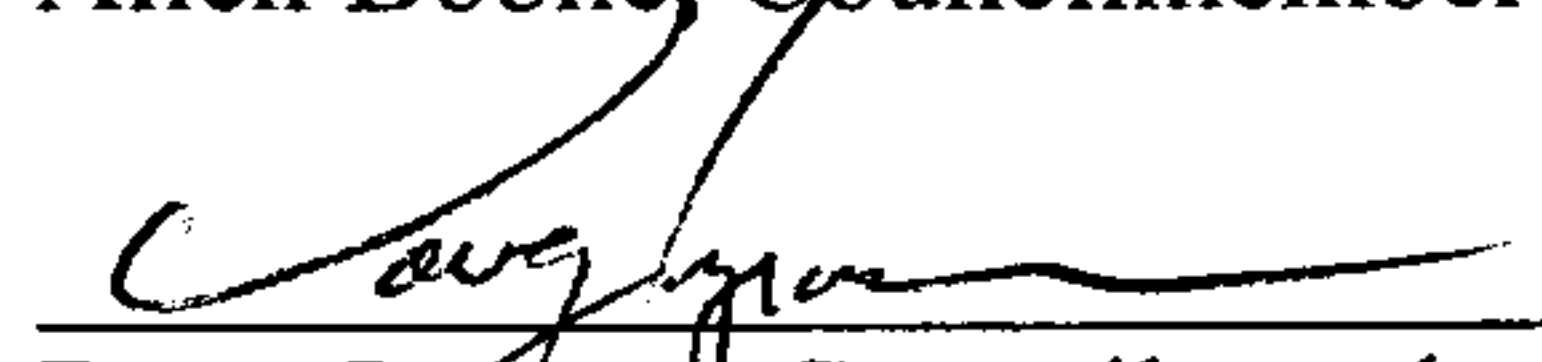
Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said properties, and said properties shall become a part of the corporate area of the Town of Chelsea upon the date of publication of this ordinance as required by law.


Earl Niven, Mayor


Jimmy Lowvorn, Councilmember

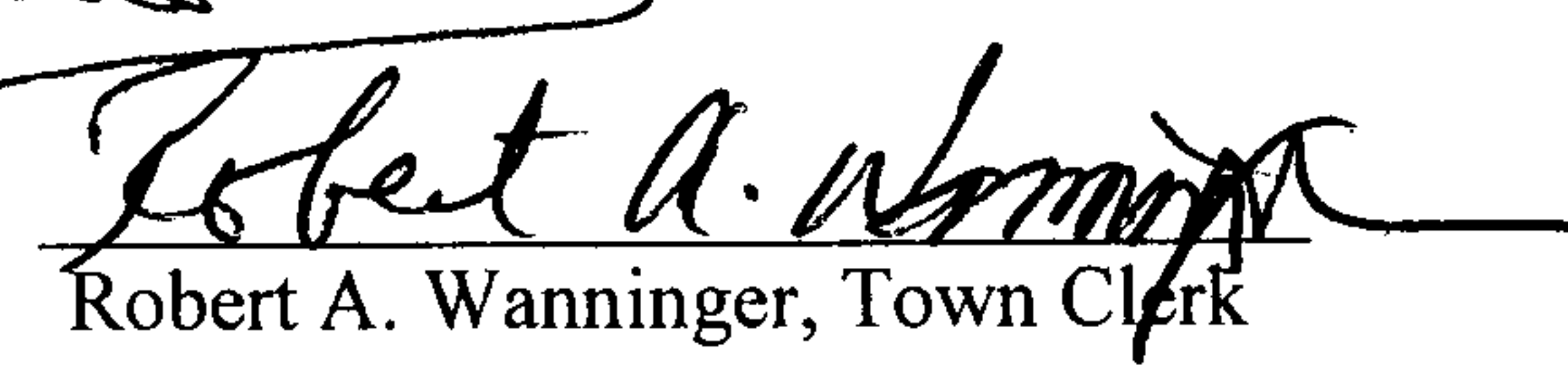

Allen Boone, Councilmember


S. Earl Niven, Jr., Councilmember


Doug Ingram, Councilmember


John Fitchie, Councilmember

Passed and approved 25 day of MARCH.


Robert A. Wanninger, Town Clerk

02P.174

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Petition Exhibit A

Ordinance Number: X-02-03-25-174

Property Owner(s): Eddleman Thornton, LLC


Property: Part of Parcel 58-16-03-06-0-000-006
 Part of Parcel 58-08-09-31-0-000-001
 Part of Parcel 58-08-09-30-0-000-002
 Part of Parcel 58-08-09-29-0-000-011

Property Description

The above-noted properties, for which annexation into Chelsea is requested in this petition, are described in the attached copy of the deed (Petition Exhibit B) which was recorded with the Shelby County judge of probate as Inst. 2001-53665 and 2001-53671.

Further, the said properties for which annexation into Chelsea is requested in this petition are shown in the indicated shaded area on the attached map in Petition Exhibit C. Said map also shows the contiguous relationship of said properties to the corporate limits of Chelsea.

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



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ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of the 25 day of March 2002, by and between the TOWN OF CHELSEA, ALABAMA, and Alabama municipal corporation (the "Town") and EDDLEMAN PROPERTIES, LLC, an Alabama limited liability company (hereinafter collectively "Developer").

RECITALS:

Developer is the owner of that certain real property (the "Property") situated in Shelby County, Alabama identified as Parcel VI, Phase II which is 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.

Developer desires to develop the Property as part of 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, multi-family housing, commercial development, parks, lakes, nature areas, a police and fire station facility, and a schoolsite.

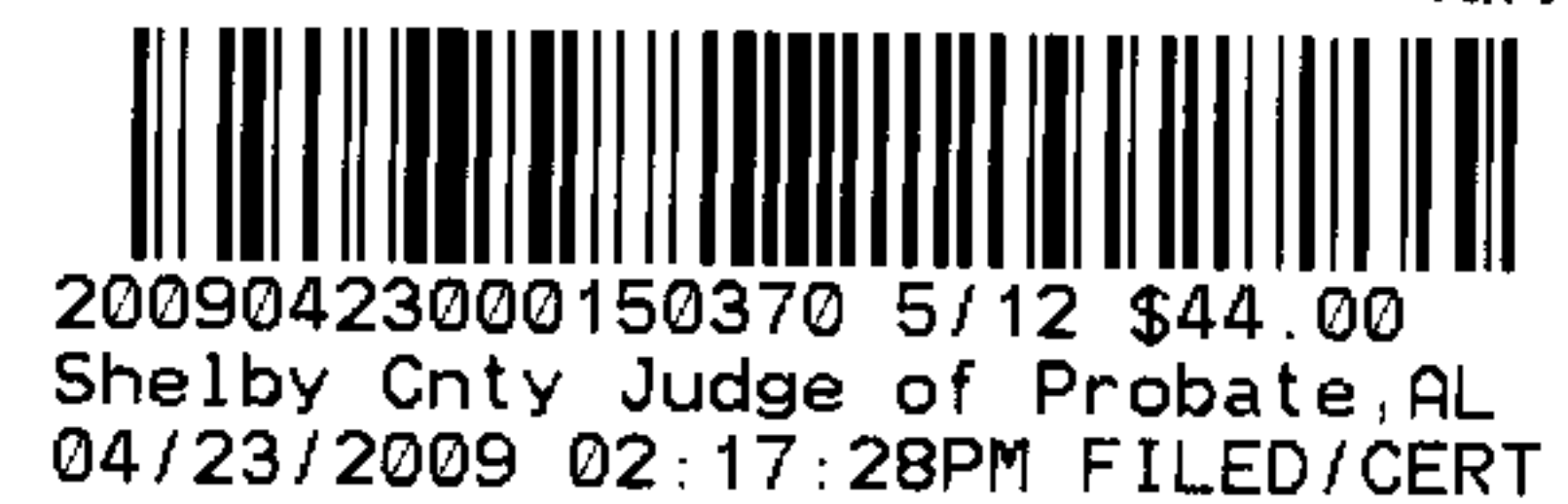
The Property is not situated within the corporate limits of any municipality but is contiguous to real property which is located within the corporate limits of the Town.

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 to file this document 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) this parcel is a part of a larger parcel of Property, consisting of approximately 1400 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

By: Earl Niven
Earl Niven, Mayor

ATTEST:

By: Robert A. Williams
City Clerk

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EDDLEMAN PROPERTIES, LLC.

an Alabama limited liability company

By: *Billy D. Eddleman*Its: *Member*

STATE OF ALABAMA)
 COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Earl Niven, whose name as Mayor of the TOWN OF CHELSEA, an Alabama municipal corporation, 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 municipal corporation.

Given under my hand and official seal this the 25th day of March, 2002.

Maria A. Davis

Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCT. 23, 2005

[NOTARIAL SEAL]

STATE OF ALABAMA)
 COUNTY OF SHELBY)

~~Billy~~ I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ~~Douglas~~ D. Eddleman, whose name as Member of Eddleman Properties, 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 member and with full authority, executed the same voluntarily for and as the act of said companies.

Given under my hand and official seal this the 25 day of March, 2002.

Judith H. Jackson

Notary Public

My Commission Expires: 4-25-2003

[NOTARIAL SEAL]

EXHIBIT A

A parcel of land situated in Section 6, Township 20 South and Sections 29, 30 and 31 Township 19 South Range 1 East, Shelby County, Alabama being more particularly described as follows:

The East $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 6 Township 20 South Range 1 East lying Northwest of County Highway 32 (Pumpkin Swamp Road) and the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ Section 31 Township 19 South Range 1 East lying Northwest of County Highway 32 (Pumpkin Swamp Road) and the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ said Section 31 lying Northwest of County Road 32 (Pumpkin Swamp Road) and the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 31 lying Southeast of the Railroad and the West $\frac{1}{2}$ the NE $\frac{1}{4}$ of said Section 31 lying Southeast of the Railroad and the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$, less and except the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 31 lying Southeast of a fence and the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 30 Township 19 South Range 1 East lying Southeast of the Railroad and the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 29 Township 19 South Range 1 East lying South of the Railroad.

Ord. 174

Exhibit B

SPECIAL (STATUTORY) WARRANTY DEED
R.E. No. GETC GC25

THIS INDENTURE, made this 2nd day of November, A.D., 2001, between GREAT EASTERN TIMBER COMPANY, LLC, a Delaware limited liability company, having a principal place of business c/o Cahaba Forest Management, Inc., 3891 Klein Road, Harpersville, Alabama 35078, (205) 672-8311 (Grantor), and Eddleman Properties, Inc. having a place of business at 2700 Highway 280, Suite 425 West, Birmingham, AL, (205) 877-9400 (Grantee),

2,309,432.66

WITNESSETH, That the Grantor, for the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee the following land and the standing timber thereon, (Premises), situated in the County of Shelby, and State of Alabama, being more particularly described as follows; to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, their successors and assigns forever.

IN WITNESS WHEREOF, on the day and year first-above written, the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by an Assistant Treasurer, and attested to by an Assistant Secretary of Hancock Natural Resource Group, Inc., its duly authorized Manager.

ATTEST:

Antionette Ricci
Antionette Ricci, Assistant Secretary

GREAT EASTERN TIMBER COMPANY, LLC

By: Hancock, Natural Resource Group, Inc.

by Kevin J. McWilliams
Kevin J. McWilliams, Assistant Treasurer

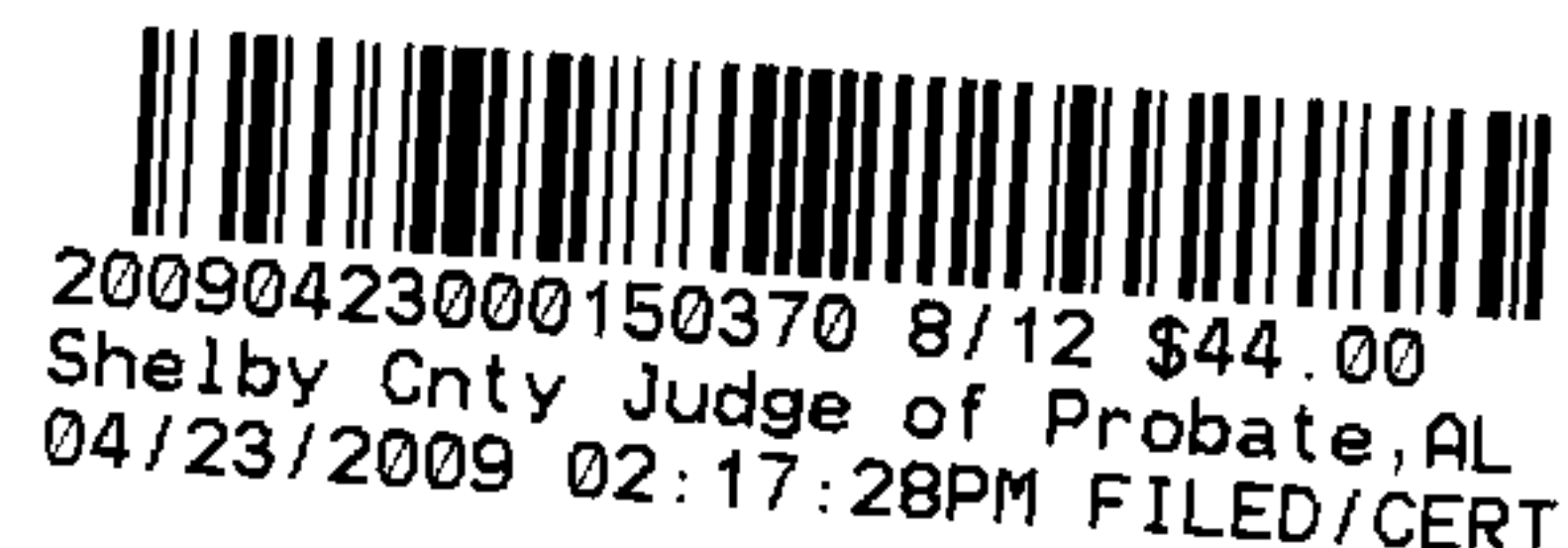
COMMONWEALTH OF MASSACHUSETTS)
)SS
COUNTY OF SUFFOLK)

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 duly authorized Manager of GREAT EASTERN TIMBER COMPANY, LLC for and as the act of said Grantor.

Given under my hand and official seal on this 2nd day of November, 2001.

Jennifer L. Tansey, Notary Public in and for the
Commonwealth of Massachusetts. My
commission expires July 26, 2007.

Prepared by:
Timothy Davis, Esquire
Gordon Silberman Wiggins & Childs, P.C.
1400 Southtrust Tower
420 North 20th Street
Birmingham, Alabama 35203



SW1/4, Sec.29; SE1/4, Sec.30; all of Sec. 31; NW1/4, SW1/4 Sec. 32; all in T19S, R1E
NE1/4, NW1/4, Sec. 6; T20S, R1E

12/08/2001-53665
12:15 PM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
DRE 01 2003.01

ORP. 174

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Exhibit *B**Exhibit B*

a parcel of land situated in the Southeast quarter of Section 30, and the Southwest quarter of Section 29, and the Northwest quarter of Section 32, and Section 31, all in Township 19 South, Range 1 East, and also in the North one-half of Section 6, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 2 inch bar found locally accepted to be the Southwest corner of the Northeast quarter of the Northwest quarter of Section 32, Township 19 South, Range 1 East at the corner of an existing fence; thence run in a Northerly direction along said fence for a distance of 394.23 feet to a point; thence turn an angle to the right of 03 degrees, 45 minutes, 54 seconds and continue in a Northerly direction along said fence for a distance of 463.35 to a ¾ inch rebar found; thence turn an angle to the right of 00 degrees, 04 minutes, 52 seconds and continue in a Northerly direction along said fence for a distance of 425.47 feet to a one-half inch rebar found; thence turn an angle to the left of 2 degrees, 53 minutes, 24 seconds and run in a Northerly direction for a distance of 1,202.37 feet to an iron pin found on the Southeast right-of-way line of Seaboard Coast Line Railroad; thence turn an angle to the left of 96 degrees, 08 minutes, 53 seconds and run in a Southwesterly direction along said Southeast right-of-way line for a distance of 1,156.52 feet to a point on a curve to the left having a central angle of 31 degrees, 22 minutes, 46 seconds and a radius of 1,802.00 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 986.91 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 3,375.32 feet to the center line of a creek; thence run in a Southwesterly direction along the meandering of the said Southeast right-of-way line for a distance of 6,733 + feet to a point on the Northwest right-of-way line of Pumpkin Swamp Road, Shelby County Highway # 32 said center line of said creek for a distance of 6,733 + feet to a point on the Northwest right-of-way line of Pumpkin Swamp Road, Shelby County Highway # 32 said point being on a curve to the right having a central angle of 13 degrees, 55 minutes, 24 seconds and a radius of 448.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 108.87 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 171.93 feet to a point on a curve to the left having a central angle of 44 degrees, 44 minutes, 37 seconds and a radius of 141.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 110.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 104.21 feet to a point on a curve to the left having a central angle of 11 degrees, 21 minutes, 14 seconds and a radius of 1,241.60 feet; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 246.04 feet to a point on a reverse curve to the right having a central angle of 34 degrees, 03 minutes, 39 seconds and a radius of 1,007.80 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 599.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 752.55 feet to a point on an curve to the right having a central angle of 14 degrees, 04 minutes, 12 seconds and a radius of 848.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 208.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 350.09 feet to a point on a curve to the right having a central angle of 32 degrees, 21 minutes, 08 seconds and a radius of 550.52 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 310.85 feet to a point on a reverse curve to the left having a central angle of 31 degrees, 12 minutes, 20 seconds and a radius of 531.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 289.20 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 185.43 feet to a point on the west line of the Northeast quarter of the Southeast quarter of Section 31, Township 19 South, Range 1 East; thence turn an angle to the left of 44 degrees, 00 minutes, 54 seconds and run in a Northerly direction along said West line for a distance of 1,125.36 feet to a one and one-half inch solid bar locally accepted to be the Northwest corner of said quarter-quarter section; thence turn an angle to the left of 5 degrees, 12 minutes, 15 seconds and run in a Northerly direction for a distance of 334.06 feet to a one and one-half inch solid bar found; thence turn an angle to the right of 100 degrees, 09 minutes, 13 seconds and run in an Easterly direction for a distance of 1,333.70 feet to a one and one-half inch solid bar found; thence turn an angle to the left of 95 degrees, 00 minutes, 37 seconds and run in a Northerly direction for a distance of 181.18 feet to a one inch open top iron found; thence turn an angle to the left of 9 degrees, 08 minutes, 24 seconds and run in a Northerly direction for a distance of 152.15 feet to a one inch open top iron found; thence turn an angle to the right of 101 degrees, 48 minutes, 37 seconds and run in a Easterly direction for a distance of 1,329.92 feet to an iron pin found; thence turn an angle to the right of 92 degrees, 00 minutes, 44 seconds and run in a Southerly direction for a distance of 495.12 feet to an iron pin found on the Northeast right-of-way line of said Pumpkin Swamp Road, Shelby County Highway # 32; thence turn an angle to the left of 77 degrees, 40 minutes, 30 seconds and run in a Southeasterly direction along said Northeast right-of-way line for a distance of 140.33 feet to a point on a curve to the right having a central angle of 24 degrees, 45 minutes, 52 seconds and a radius of 500.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 216.11 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Northeast right-of-way line for a distance of 94.75 feet to a point on a curve to the left having a central angle of 58 degrees, 17 minutes, 05 seconds and a radius of 130.00 feet; thence run in a Southeasterly to Northeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 132.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northeast right-of-way line for a distance of 85.90 feet to a point; thence turn an angle to the left of 74 degrees, 00 minutes, 57 seconds and run in a Northerly direction for a distance of 572.26 feet to an iron pin found at the center line of a gas line right-of-way; thence turn an angle to the right of 71 degrees, 23 minutes, 53 seconds and run in a Northeasterly direction along the center line of said gas line for a distance of 1,200.43 feet to an iron pin found on the Southwest right-of-way line of Shelby County Highway # 51; thence turn an angle to the left of 87 degrees, 21 minutes, 10 seconds and run in a Northwesterly direction along said Southwest right-of-way line for a distance of 198.81 feet to a one half inch rebar found at the corner of a fence; thence turn an angle to the left of 70 degrees, 14 minutes, 55 seconds and run in a Westerly direction along said fence for a distance of 644.87 feet to the point; thence turn an angle to the right of 1 degree, 38 minutes, 37 seconds and continue in a Westerly direction along said fence for a distance of 986.36 feet to the point of beginning; said parcel containing 443.61 acres more or less

Being a portion of the premises conveyed to the Grantor by Deed dated February 10, 2000, and recorded in the Official Records of Shelby County, AL as instrument number 2000-04450.

Inst # 2001-53665

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12/08/2001-53665
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SHELBY COUNTY JUDGE OF PROBATE
002 CR 2323.50

ORD. 174
9

Exhibit B

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Hwy. 280E, Suite 160
Birmingham, AL 35223

SEND TAX NOTICE TO:
Eddleman Properties, LLC
2700 Highway 280 East
Suite 425W
Birmingham, AL 35223

STATE OF ALABAMA}
SHELBY COUNTY}

Statutory Warranty Deed 1, 2, 3

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor or grantors, Eddleman Properties, Inc., an Alabama corporation, (herein referred to as Grantors, whether one or more), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTORS do grant, bargain, sell, and convey unto Eddleman Properties, LLC, an Alabama limited liability company (herein referred to as GRANTEE, whether one or more), the following land and the standing timber thereon, (Premises), situated in SHELBY County, Alabama:

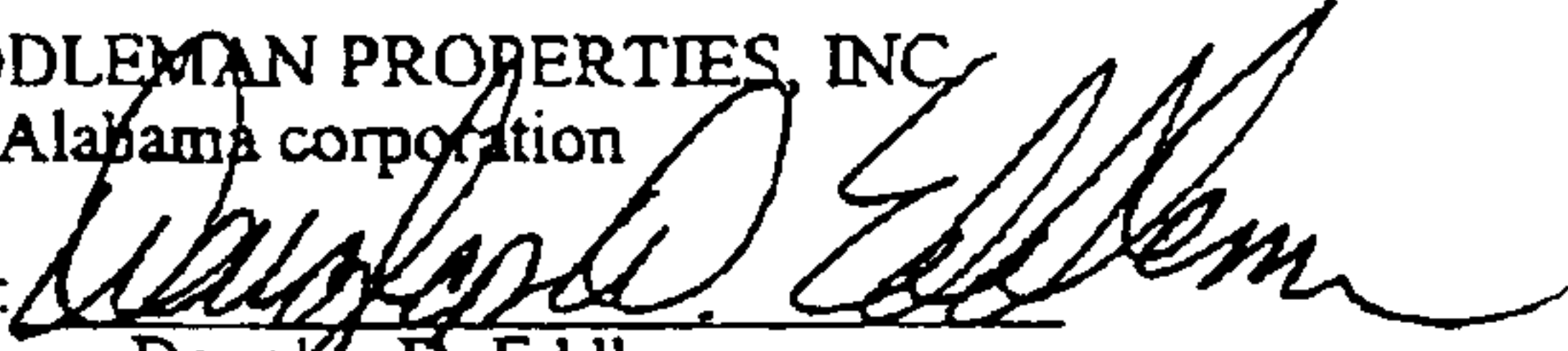
Exhibit "A" is attached hereto and made a part hereof.

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, and persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, their successors and assigns, forever..

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its President this the 7th day of November, 2001.

EDDLEMAN PROPERTIES, INC.
an Alabama corporation

By: 
Douglas D. Eddleman
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 Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, and with full authority, he executed the same voluntarily and as an act of said corporation on the day the same bears date.

Given under my hand and official seal, this the 7th day of November, 2001.


Notary Public

My Commission Expires: 6-5-2002


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Inst # 2001-53671

12/08/2001-53671
12:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CR 15.00

0170.174
10

Exhibit A

Exhibit B

a parcel of land situated in the Southeast quarter of Section 30, and the Southwest quarter of Section 29, and the Northwest quarter of Section 32, and Section 31, all in Township 19 South, Range 1 East, and also in the North one-half of Section 6, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 2 inch bar found locally accepted to be the Southwest corner of the Northeast quarter of the Northwest quarter of Section 32, Township 19 South, Range 1 East at the corner of an existing fence; thence run in a Northerly direction along said fence for a distance of 394.23 feet to a point; thence turn an angle to the right of 03 degrees, 45 minutes, 54 seconds and continue in a Northerly direction along said fence for a distance of 463.35 to a 1/2 inch rebar found; thence turn an angle to the right of 00 degrees, 04 minutes, 52 seconds and continue in a Northerly direction along said fence for a distance of 425.47 feet to a one-half inch rebar found; thence turn an angle to the left of 2 degrees, 53 minutes, 24 seconds and run in a Northerly direction for a distance of 1,202.37 feet to an iron pin found on the Southeast right-of-way line of Seaboard Coast Line Railroad; thence turn an angle to the left of 96 degrees, 08 minutes, 53 seconds and run in a Southwesterly direction along said Southeast right-of-way line for a distance of 1,156.52 feet to a point on a curve to the left having a central angle of 31 degrees, 22 minutes, 46 seconds and a radius of 1,802.00 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 986.91 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along the meandering of the said Southeast right-of-way line for a distance of 3,375.32 feet to the center line of a creek; thence run in a Southwesterly direction along the meandering of the center line of said creek for a distance of 6,733 ± feet to a point on the Northwest right-of-way line of Pumpkin Swamp Road, Shelby County Highway # 32 said point being on a curve to the right having a central angle of 13 degrees, 55 minutes, 24 seconds and a radius of 448.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 108.87 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 171.93 feet to a point on a curve to the left having a central angle of 44 degrees, 44 minutes, 37 seconds and a radius of 141.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 110.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 104.21 feet to a point on a curve to the left having a central angle of 11 degrees, 21 minutes, 14 seconds and a radius of 1,241.60 feet; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 246.04 feet to a point on a reverse curve to the right having a central angle of 34 degrees, 03 minutes, 39 seconds and a radius of 1,007.80 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 599.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 752.55 feet to a point on an curve to the right having a central angle of 14 degrees, 04 minutes, 12 seconds and a radius of 848.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 208.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 350.09 feet to a point on a curve to the right having a central angle of 32 degrees, 21 minutes, 08 seconds and a radius of 550.52 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 310.85 feet to a point on a reverse curve to the left having a central angle of 31 degrees, 12 minutes, 20 seconds and a radius of 531.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 289.20 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 185.43 feet to a point on the west line of the Northeast quarter of the Southeast quarter of Section 31, Township 19 South, Range 1 East; thence turn an angle to the left of 44 degrees, 00 minutes, 54 seconds and run in a Northerly direction along said West line for a distance of 1,125.36 feet to a one and one-half inch solid bar locally accepted to be the Northwest corner of said quarter-quarter section; thence turn an angle to the left of 5 degrees, 12 minutes, 15 seconds and run in a Northerly direction for a distance of 334.06 feet to a one and one-half inch solid bar found; thence turn an angle to the right of 100 degrees, 09 minutes, 13 seconds and run in an Easterly direction for a distance of 1,333.70 feet to a one and one-half inch solid bar found; thence turn an angle to the left of 95 degrees, 00 minutes, 37 seconds and run in a Northerly direction for a distance of 181.18 feet to a one inch open top iron found; thence turn an angle to the left of 9 degrees, 08 minutes, 24 seconds and run in a Northerly direction for a distance of 152.15 feet to a one inch open top iron found; thence turn an angle to the right of 101 degrees, 48 minutes, 37 seconds and run in a Easterly direction for a distance of 1,329.92 feet to an iron pin found; thence turn an angle to the right of 92 degrees, 00 minutes, 44 seconds and run in a Southerly direction for a distance of 495.12 feet to an iron pin found on the Northeast right-of-way line of said Pumpkin Swamp Road, Shelby County Highway # 32; thence turn an angle to the left of 77 degrees, 40 minutes, 30 seconds and run in a Southeasterly direction along said Northeast right-of-way line for a distance of 140.33 feet to a point on a curve to the right having a central angle of 24 degrees, 45 minutes, 52 seconds and a radius of 500.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 216.11 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Northeast right-of-way line for a distance of 94.75 feet to a point on a curve to the left having a central angle of 58 degrees, 17 minutes, 05 seconds and a radius of 130.00 feet; thence run in a Southeasterly to Northeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 132.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northeast right-of-way line for a distance of 85.90 feet to a point; thence turn an angle to the left of 74 degrees, 00 minutes, 57 seconds and run in a Northerly direction for a distance of 572.26 feet to an iron pin found at the center line of a gas line right-of-way; thence turn an angle to the right of 71 degrees, 23 minutes, 53 seconds and run in a Northeasterly direction along the center line of said gas line for a distance of 1,200.43 feet to an iron pin found on the Southwest right-of-way line of Shelby County Highway # 51; thence turn an angle to the left of 87 degrees, 21 minutes, 10 seconds and run in a Northwesterly direction along said Southwest right-of-way line for a distance of 198.81 feet to a one half inch rebar found at the corner of a fence; thence turn an angle to the left of 70 degrees, 14 minutes, 55 seconds and run in a Westerly direction along said fence for a distance of 644.87 feet to the point; thence turn an angle to the right of 1 degree, 38 minutes, 37 seconds and continue in a Westerly direction along said fence for a distance of 986.36 feet to the point of beginning; said parcel containing 443.61 acres more or less.

Being a portion of the premises conveyed to the Grantor by Deed dated February 10, 2000 and recorded in the Official Records of Shelby County, AL as instrument number 2000-04450.

Inst. # 2001-53671

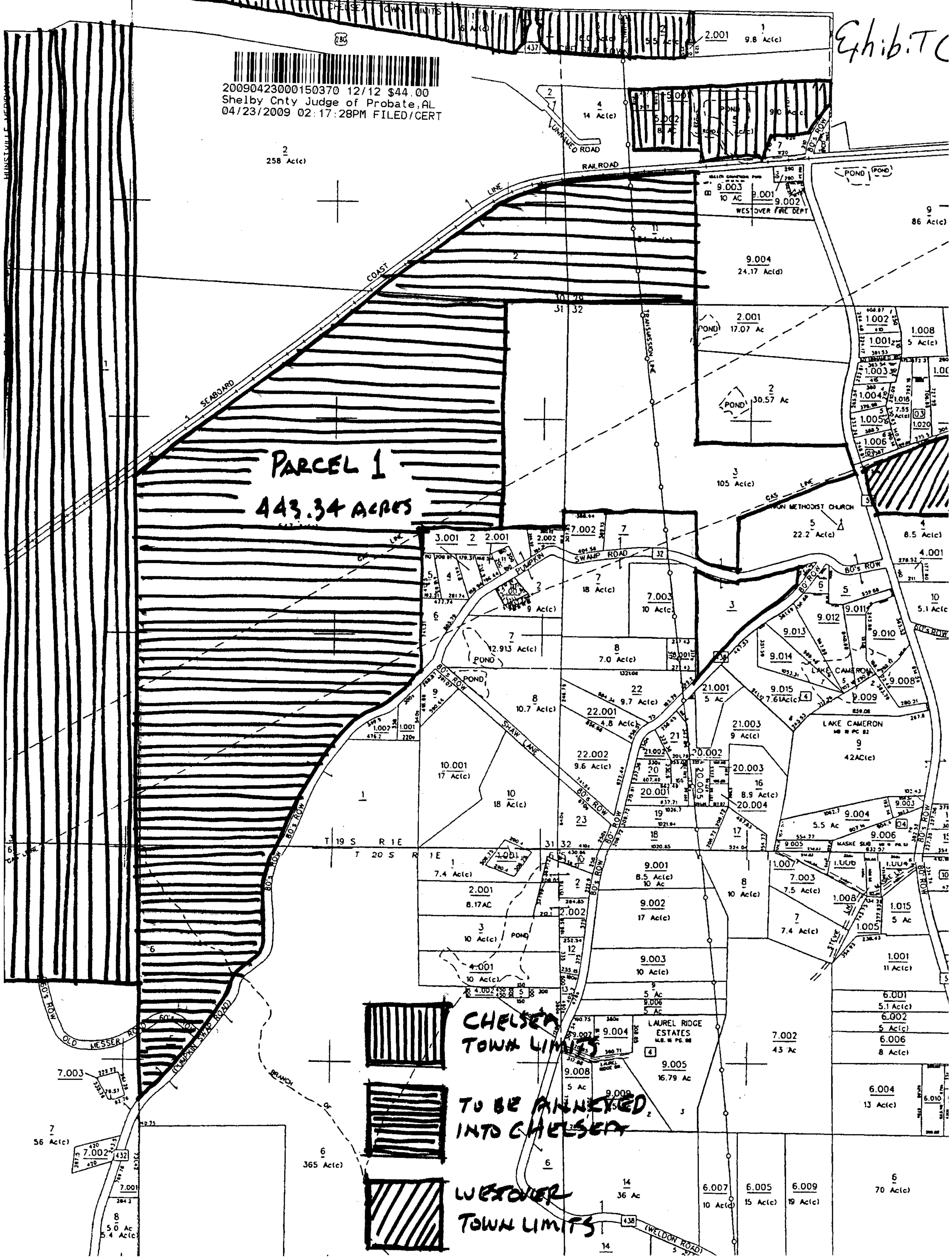
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Exhibit C



PARCEL 1
443.34 ACRES

CHelsea
TOWN LIMITS

TO BE ANNEXED
INTO CHelsea

WESTOVER
TOWN LIMITS