

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

Certification  
Of  
Annexation Ordinance

Ordinance Number: X-02-09-17-195

Property Owner(s): Charob LLC: (Managers, Robert H. Lewis and Charles F. Lewis)

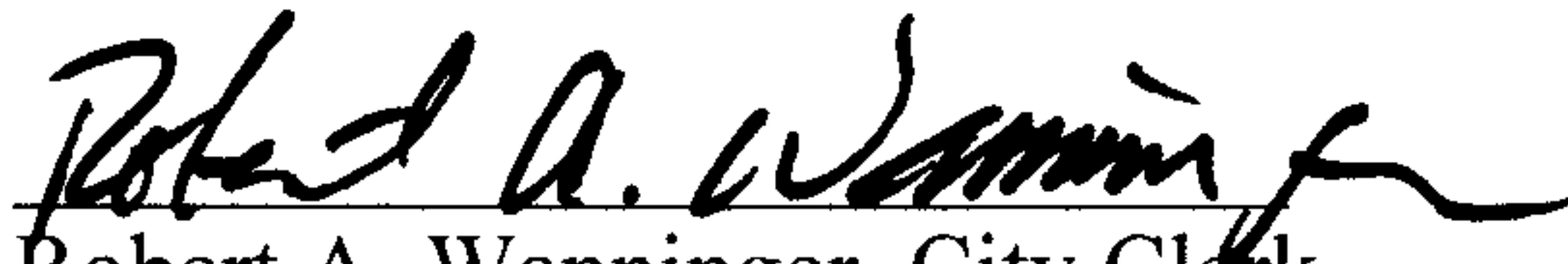
Property: 58-15-3-05-0-000-001-001.1 (Parcel ID has not been assigned as of this date)

I, Robert Wanninger, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at the regular meeting held on September 17, 2002, as same appears in minutes of record of said meeting, and published by posting copies thereof on September 18, 2002 at the public places listed below, which copies remained posted for five business days (through September 24, 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, City Clerk

**City of Chelsea, Alabama**

Annexation Ordinance No. X-02-09-17-195

Property Owner(s): Charob LLC (Managers, Robert H. Lewis and Charles F. Lewis)

Property: 58-15-3-05-0-000-001-001.1

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 City of Chelsea has been filed with the Chelsea City 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 is zones AR 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 City Council of the City 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 City of Chelsea upon the date of publication of this ordinance as required by law.

  
Earl Niven, Mayor

  
Allen Boone, Councilmember


  
Doug Ingram, Councilmember


  
Jimmy Lovvorn, Councilmember

  
S. Earl Niven, Jr., Councilmember

  
John Ritchie, Councilmember

Passed and approved 17 day of SEPT, 2002

  
Robert A. Wanninger, City Clerk

  
20090423000150400 3/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
04/23/2009 02:17:31PM FILED/CERT

Petition Exhibit A

Property owner(s): Charob LLC: (Managers, Robert H. Lewis and Charles F. Lewis)

Property: 58-15-3-05-0-000-001-001.1 (Parcel ID has not been assigned as of this date)

**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 D ) Which was recorded with the Shelby County judge of probate as part of 1998-22465.

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.

Town Clerk  
Town of Chelsea  
P.O. Box 111  
Chelsea, Alabama 35043

20090423000150400 4/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
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EXHIBIT "B"

## 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 12<sup>th</sup> day of SEPT, 2002.

Robert A. Warrick  
Witness

Charles F. Lewis  
~~Owner~~ MANAGER-MEMBER OF CHAROB, L.L.C.

2283 LEWIS ROAD, CHELSEA, AL 35043  
Mailing Address

LEWIS ROAD, CHELSEA, AL 35043  
Property Address (if different)

205 678 6302  
Telephone Number

Robert A. Warrick  
Witness

Robert H. Lewis  
~~Owner~~ MANAGER-MEMBER OF CHAROB, L.L.C.

1665 LEWIS ROAD, CHELSEA, AL 35043  
Mailing Address

LEWIS ROAD, CHELSEA, AL 35043  
Property Address

205 678 9208  
Telephone number

(All owners listed on the deed must sign)



DATE	3/81	4-82	83	85	86
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33-11,780

1000

三

60 ft. wide strip

53762  
Tb

0101  
LAND 77 AC  
WATER 17 AC  
TOTAL 94 AC

# CHAROB LAKE

**EXHIBIT "C-1"**

# Annexation Ordinance X-02-09-17-195

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# CHELSEA CITY LIMITS

**PARCEL TO BE ANNEXED**

20090423000150400 5/17 \$59.00  
Shelby Cnty Judge of Probate,AL  
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EXHIBIT "C-2"

Annexation Ordinance X-02-09-17-195

Commencing at the Northeast Corner of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 65 degrees 44 minutes 44 seconds West, a distance of 1773.14 feet to the POINT OF BEGINNING; thence South 51 degrees 52 minutes 16 seconds West, a distance of 290.84 feet; thence South 40 degrees 34 minutes 20 seconds East, a distance of 355.70 feet to the waters edge of CHA-ROB Lake; thence following the waters edge of said lake the following courses: thence North 62 degrees 46 minutes 14 seconds East, a distance of 43.07 feet; thence North 55 degrees 54 minutes 30 seconds East, a distance of 34.34 feet; thence North 49 degrees 20 minutes 27 seconds East, a distance of 49.66 feet; thence North 42 degrees 46 minutes 20 seconds East, a distance of 71.65 feet; thence North 61 degrees 50 minutes 04 seconds East, a distance of 83.95 feet; thence North 38 degrees 44 minutes 21 seconds West, leaving said waters edge a distance of 366.96 feet to the POINT OF BEGINNING; said described tract containing 2.36 acres, more or less.

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
SECTION 5,  
T-20S, R-1-W

I hereby state that all parts of this drawing have been completed in accordance with the current requirements of the Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Surveyors Signature: *[Signature]*

Alabama License No: *1541*



5303.12' N 0°53'51"W

SOUTHEAST CORNER  
SECTION 5,  
T-20S, R-1-W

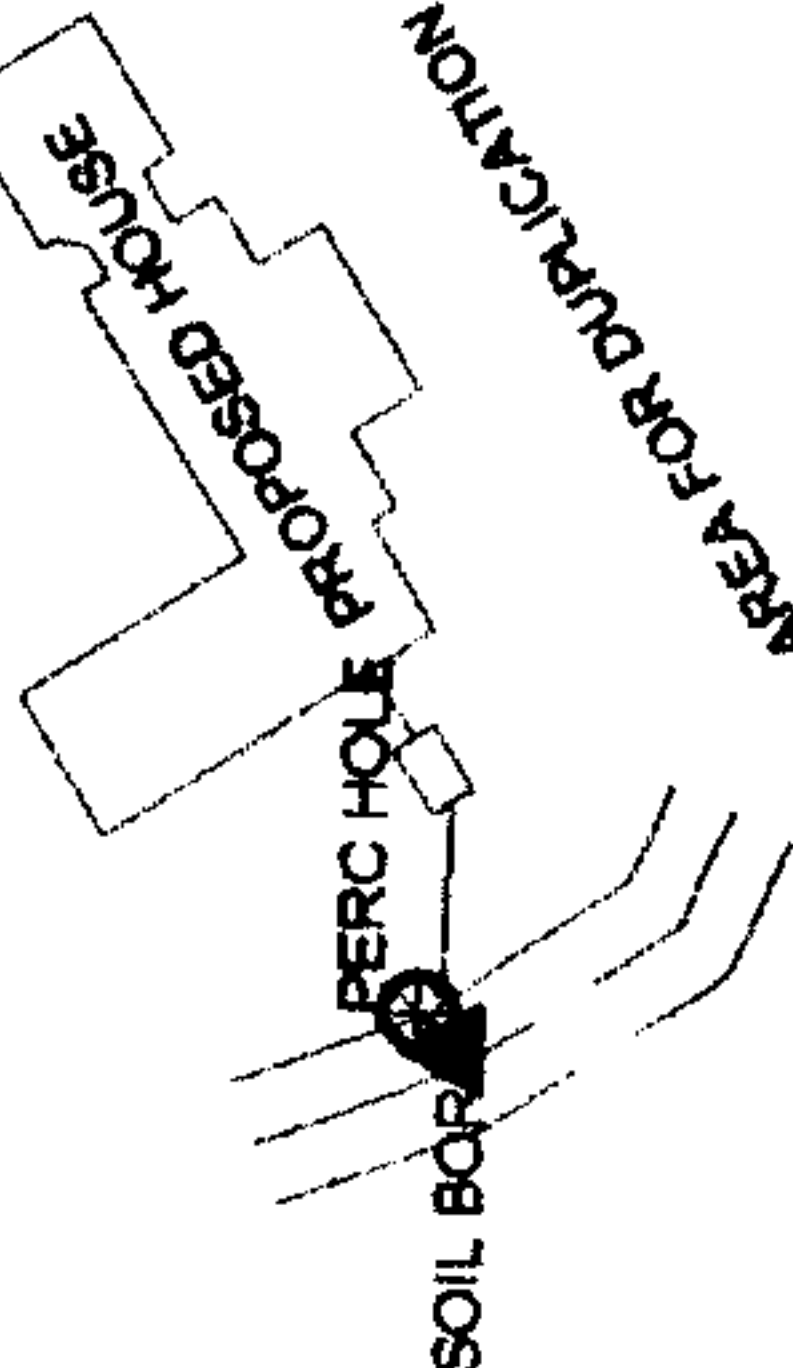
CHELSEA CITY LIMIT

1/2" REBAR FOUND  
POINT OF BEGINNING

S 51°52'16"W  
290.84'

2.36 ACRES

PROPOSED WELL



N 38°44'21"W 366.96'

352.78'

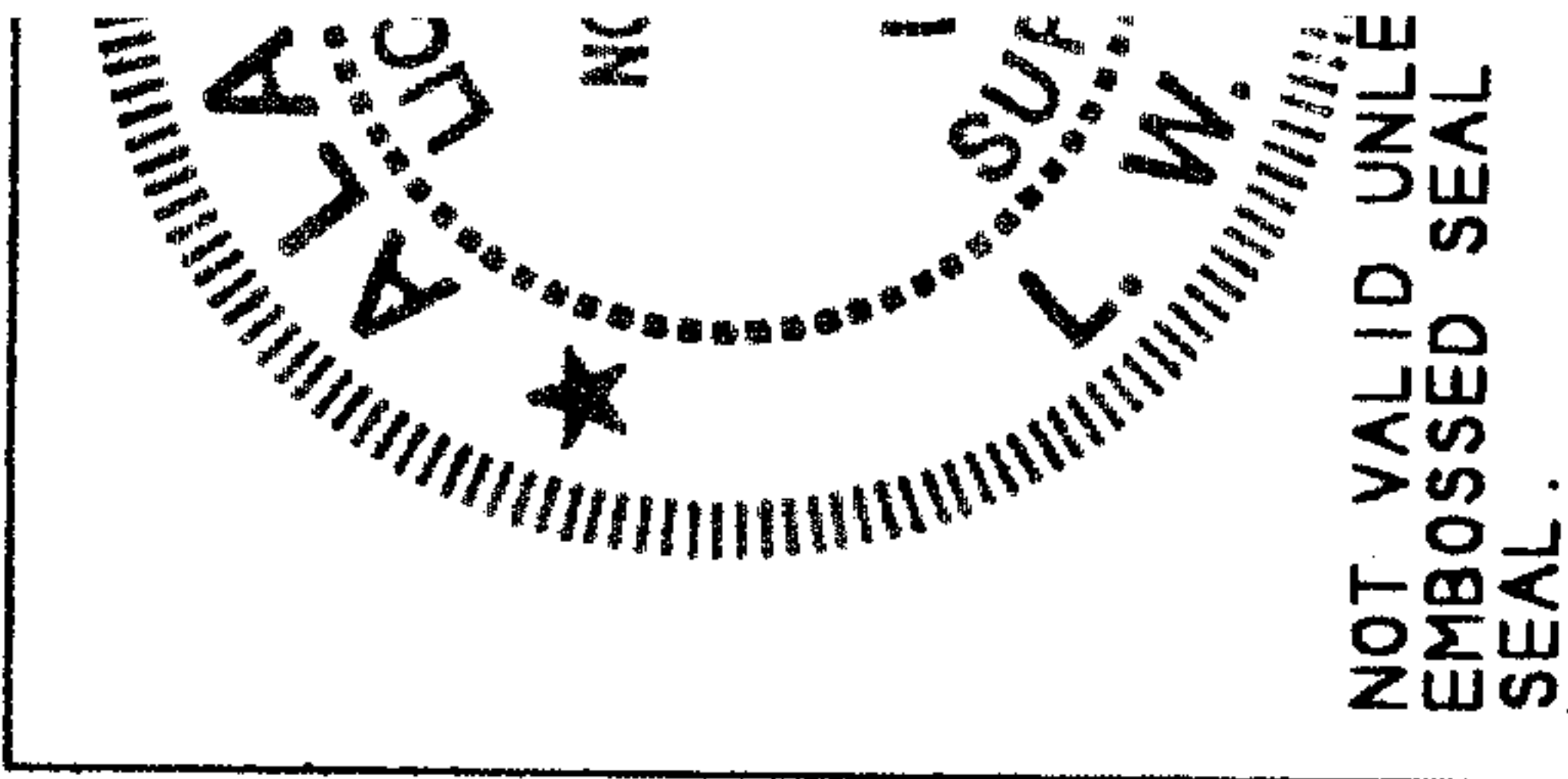
1/2" REBAR FOUND

Line	Bearing	Distance
1	S 40°34'20"E	4.40'
2	N 62°46'14"E	43.07'
3	N 55°54'30"E	34.34'
4	N 49°20'27"E	49.66'
5	N 42°46'20"E	71.65'
6	N 61°50'04"E	83.95'
7	N 38°44'21"W	14.18'

"CHA-ROB LAKE"

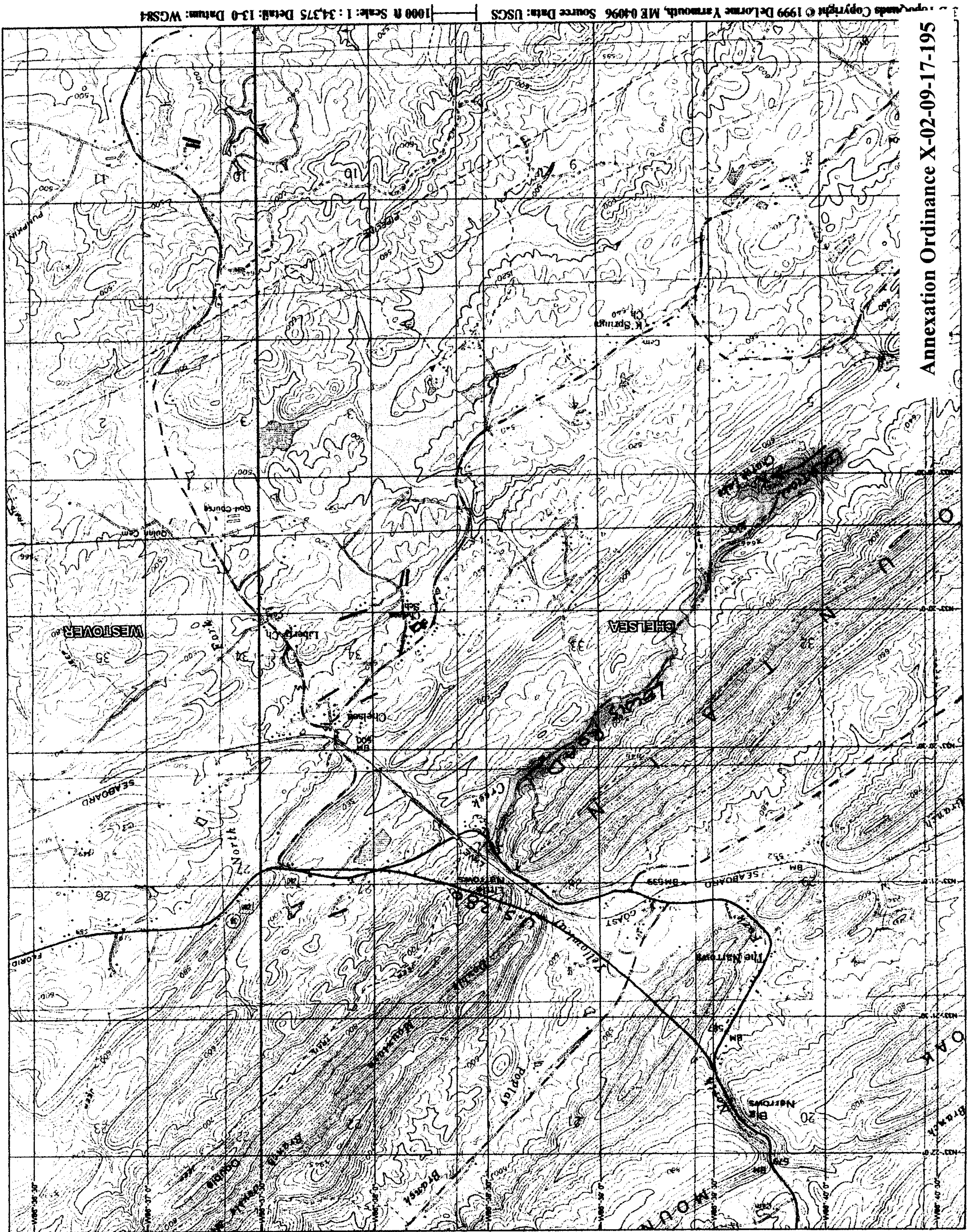
LEGEND	
	CALCULATION POINT
	1/2" REBAR FOUND
	1/2" REBAR SET RED CAP STAMPED 15454

SCALE 1" = 100'



BOUNDARY SURVEY	
LARRY W. CARVER 320 HWY 437 STERRETT, AL 35147 205-678-6833	
DATE - 08-10-02	





Copyright © 1999 DeLorme Yarmouth, ME 04096 Source Data: USGS 1000 ft Scale: 1:34,375 Detail: 13-0 Datum: WGS84

Annexation Ordinance X-02-09-17-195

20090423000150400 7/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
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## SHELBY COUNTY ABSTRACT &amp; TITLE CO., INC.

P. O. Box 752 - Columbiana, Alabama 35051  
(205) 669-6204 (205) 669-6291 Fax (205) 669-3130(Name) CHAROB, L.L.C.  
800 Lewis Road  
(Address) Chelsea, Alabama 35043

This instrument was prepared by

(Name) Mike T. Atchison, Attorney  
P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-00

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

Inst # 1998-22465

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred and no/100 DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Charles F. Lewis, Jr., a married man; and Robert H. Lewis, a married man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

CHAROB, L.L.C.

(herein referred to as grantee, whether one or more), the following described real estate, situated in  
County, Alabama, to-wit:

Shelby

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

Subject to taxes for 1998 and subsequent years, easements, restrictions, rights of way, and permits of record.

20090423000150400 8/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
04/23/2009 02:17:31PM FILED/CERT

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTORS, OR OF THEIR RESPECTIVE SPOUSES.

06/17/1998-22465  
08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOCS HEL 14.00

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that 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 I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 17th day of June, 1998.

(Seal)

Charles F. Lewis, Jr. (Seal)

(Seal)

Robert H. Lewis (Seal)

(Seal)

STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles F. Lewis, Jr. and Robert H. Lewis whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of June, 1998 A. D.

Notary Public.



PARCEL 1:

The Southeast Quarter (SE 1/4) of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.

PARCEL 2:

The West One-half of the Southwest Quarter (W 1/2 of SW 1/4) of Section 33, Township 19 South, Range 1 West, Shelby County, Alabama.

There is previously reserved from the conveyance of the above described land an undivided one-half interest in all oil, gas, coal and other minerals together with the usual rights for the mining and removal thereof.

PARCEL 3:

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Begin at the Southeast corner of Section 32, Township 19 South, Range 1 West; thence run South 2 degrees 00 minutes East (magnetic bearing) along the East boundary of Section 5, Township 20 South, Range 1 West, a distance of 795.28 feet to a point; thence run North 84 degrees 35 minutes East (MB) a distance of 227.00 feet to a point; thence run North 55 degrees 42 minutes East (MB) a distance of 325.00 feet to a point; thence run North 45 degrees 52 minutes East (MB) a distance of 500.00 feet to a point; thence run North 42 degrees 35 minutes East (MB) a distance of 461.15 feet to a point on the North boundary of NW 1/4 of NW 1/4, Section 4, Township 20 South, Range 1 West; thence run South 85 degrees 19 minutes West (MB) along the North boundary of NW 1/4 of NW 1/4, Section 4, Township 20 South, Range 1 West, a distance of 1197.12 feet to the point of beginning.

PARCEL 4:

The North One-half of the Northeast Quarter (N 1/2 of NE 1/4) of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

PARCEL 5:

A parcel in Section 5, Township 20 South, Range 1 West, described as follows: From NW corner of NE 1/4 go South 02 degrees 03 minutes East along West boundary line of NE 1/4 a distance of 1041.31 feet to point of beginning; from point of beginning, go South 54 degrees 45 minutes West a distance of 311.64 feet; thence go South 40 degrees 00 minutes East a distance of 1050.0 feet; thence go North 53 degrees 00 minutes East a distance of 1110.5 feet to the East boundary line of SW 1/4 of NE 1/4; thence go North 02 degrees West along said boundary line to the NE corner of said SW 1/4 of NE 1/4; thence go West along North boundary line to NW corner of said SW 1/4 of NE 1/4; thence go North 02 degrees 03 minutes West to point of beginning.

PARCEL 6:

A parcel of land in Shelby County, Alabama, described as follows: Begin at the Southeast (SE) corner of the SW 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 3 degrees East along the East line of said SW 1/4 of NE 1/4 18.14 chains to a 3/8 inch iron pin; thence South 57 degrees West 15.60 chains to a rock corner; thence South 3 degrees West 9.85 chains to a point on the South line of SW 1/4 of NE 1/4; thence South 87 degrees East along the South line of the SW 1/4 of NE 1/4, 12.92 chains to the point of beginning.

There is previously reserved from the conveyance of the above described land an undivided one-half interest in all oil, gas, coal, and other minerals together with the usual rights for the mining and removal thereof.

PARCEL 7:

Commencing at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, run North along the West line of said 1/4-1/4 Section a distance of 768.56 feet to a point being the point of beginning; thence run North along the West line of said 1/4-1/4 Section to the NW corner of said 1/4-1/4 Section; thence turn East and run along the North line of said 1/4-1/4 Section a distance of 671.52 feet; thence run in a Southerly and Westerly direction to the point of beginning on the West line of said 1/4-1/4 Section.

LESS AND EXCEPT that certain parcel of land from Roy Gardner and wife, Reathie Gardner to Dr. Charles F. Lewis and Isabelle B. Lewis, by instrument recorded in Deed Book 219, Page 549, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commencing at the SE corner of the SW 1/4 of the NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 2 degrees 00 minutes West (Magnetic Bearing) along the East boundary of the said SW 1/4 of the NE 1/4 a distance of 1193.56 feet to a point; thence continue North 2 degrees 00 minutes West from said point (being the point of beginning of the triangular parcel of land herein described) a distance of 126.44 feet to a point (being NE corner of the said SW 1/4 of NE 1/4); thence North 85 degrees 50 minutes East (MB) along the North boundary of the SE 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West, a distance of 191.02 feet to a point; thence South 53 degrees 00 minutes West (MB) a distance of 233.03 feet to the point of beginning.

Subject to minerals and mining rights previously excepted.

ALSO, Commencing at the SE corner of the SW 1/4 of the NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 2 degrees 00 minutes West (Magnetic Bearing) along the East boundary of the said SW 1/4 of the NE 1/4 a distance of





1193.56 feet to a point; thence continue North 2 degrees 00 minutes West from said point (being the point of beginning of the triangular parcel of land herein described) a distance of 126.44 feet to a point (being NE corner of the said SW 1/4 of NE 1/4); thence North 85 degrees 50 minutes East (MB) along the North boundary of the SE 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West, a distance of 191.02 feet to a point; thence South 53 degrees 00 minutes West (MB) a distance of 233.03 feet to the point of beginning.

Subject to minerals and mining rights previously excepted.

The last described parcel was devised to grantors herein under the Will of Isabelle Bourlay Lewis, deceased.

LESS AND EXCEPT PARCELS 8, 9, AND 10:

**PARCEL 8:**

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 32, Township 19 South, Range 1 West and the North 1/2 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 5; (The East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence run North 87 degrees 14 minutes 15 seconds West a distance of 701.98 feet to a point on the Northwesternly side of Cha-Rob lake and the point of beginning; thence run South 53 degrees 00 minutes 00 seconds West a distance of 614.73 feet; thence run South 45 degrees 30 minutes 00 seconds East a distance of 336.0 feet to a point on said lake; thence run with the meander of said lake a distance of 1080 feet, more or less, to the point of beginning.

**PARCEL 9:**

A parcel of land located in the North 1/2 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 5; (the East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence run South 59 degrees 01 minutes 46 seconds West a distance of 1110.82 feet to a point on the Northwesternly side of Cha-Rob lake and the point of beginning; thence run North 45 degrees 30 minutes 00 seconds West a distance of 336.0 feet; thence run South 53 degrees 00 minutes 00 seconds West a distance of 560.96 feet; thence run South 37 degrees 20 minutes 00 seconds East a distance of 371.0 feet to a point on said lake; thence run with the meander of said lake a distance of 800 feet, more or less, to the point of beginning.

**PARCEL 10:**

A parcel of land located in the SE 1/4 of Section 32 and the SW 1/4 of Section 33, all in Township 19 South, Range 1 West, and the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Begin at the NE corner of Section 5, Township 20 South, Range 1 West; (The East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence North a distance of 693.83 feet; thence West a distance of 437.16 feet to the centerline of a chert drive; thence South 46 degrees 01 minutes 45 seconds West along said centerline a distance of 118.11 feet; thence South 57 degrees 39 minutes 02 seconds West along said centerline a distance of 458.97 feet; thence South 47 degrees 35 minutes 19 seconds East a distance of 222.30 feet to a point on the Northerly bank of Cha-Rob Lake; thence along the bank of said lake the following bearings and distances: North 49 degrees 19 minutes 09 seconds East a distance of 75.96 feet; North 85 degrees 58 minutes 18 seconds East a distance of 71.18 feet; North 67 degrees 19 minutes 10 seconds East a distance of 72.62 feet; North 45 degrees 59 minutes 36 seconds East a distance of 122.35 feet; North 30 degrees 21 minutes 29 seconds East a distance of 81.12 feet; North 80 degrees 32 minutes 16 seconds East a distance of 60.83 feet; South 35 degrees 23 minutes 41 seconds East a distance of 46.62 feet; South 26 degrees 00 minutes 37 seconds West a distance of 184.71 feet; South 46 degrees 25 minutes 37 seconds West a distance of 198.76 feet; South 36 degrees 23 minutes 04 seconds West a distance of 47.20 feet; South 14 degrees 28 minutes 13 seconds West a distance of 32.02 feet; South 38 degrees 47 minutes 04 seconds East a distance of 71.84 feet; South 77 degrees 50 minutes 42 seconds East a distance of 66.49 feet; North 70 degrees 36 minutes 56 seconds East a distance of 57.25 feet; South 08 degrees 48 minutes 24 seconds West a distance of 71.85 feet; South 13 degrees 46 minutes 54 seconds East a distance of 54.57 feet; North 70 degrees 31 minutes 24 seconds East a distance of 86.98 feet; North 51 degrees 39 minutes 16 seconds East a distance of 85.43 feet; North 62 degrees 29 minutes 17 seconds East a distance of 108.43 feet; North 82 degrees 03 minutes 24 seconds East a distance of 130.25 feet; South 61 degrees 11 minutes 21 seconds East a distance of 22.83 feet; South 25 degrees 58 minutes 46 seconds East a distance of 19.25 feet to a point that is 27.16 feet West of the point of beginning; thence East, leaving the bank of said lake, a distance of 27.16 feet to the point of beginning.

THE ABOVE DESCRIBED PROPERTIES CONSTITUTE A TOTAL OF 352.32 ACRES, MORE OR LESSS, BEING CONVEYED.

Inst # 1998-22465

06/17/1998-22465  
08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 14.00



20090423000150400 10/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
04/23/2009 02:17:31PM FILED/CERT



**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
CHAROB, L.L.C.**

**July 1, 2001**



20090423000150400 11/17 \$59.00  
Shelby Cnty Judge of Probate, AL  
04/23/2009 02:17:31PM FILED/CERT



**Section 7.10 Other Activities of Members.** The Members acknowledge that the Members may have other business activities which will take the major part of their total efforts. No Member shall be required to devote any particular amount of effort to the management and operation of the business and affairs of the Company, except such effort as is reasonably necessary and appropriate to carry out the duties assigned thereto; provided, this provision shall not absolve any Member from any liability to the Company or to the remaining Members arising as a result of such Member's breach of its, his or her fiduciary duties to the Company or to the remaining Members.

## ARTICLE VIII MANAGERS

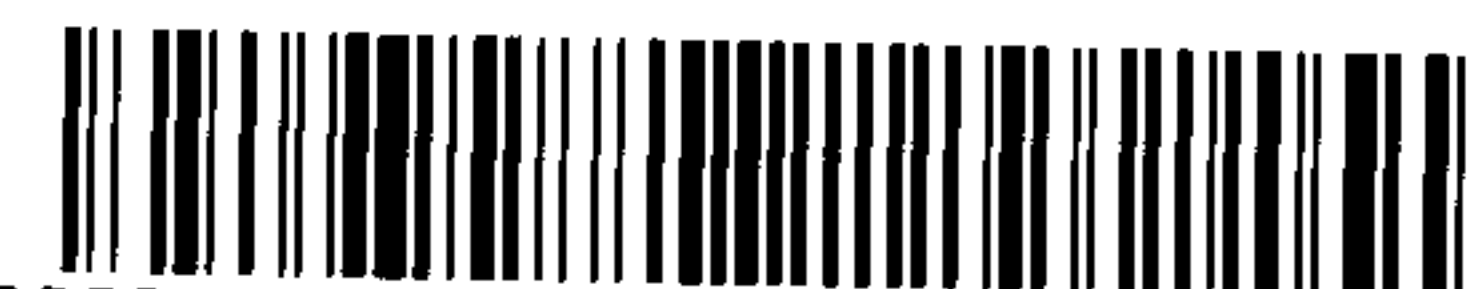
**Section 8.1 Managers.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager(s). There shall be one (1) or more Manager(s) elected by a Majority of the Members at each annual meeting, which Manager(s) may or may not be a Member(s) of the Company and may or may not be a natural person. As of the Effective Date, the initial Managers shall be **Charles F. Lewis, Jr. and Robert H. Lewis.**

**Section 8.2 Term of Office as Manager.** No Manager shall have any contractual right to the position. Each Manager shall serve until the earliest of:

- (a) The Dissociation of such Manager (if a Member); or
- (b) The removal of such Manager by a Majority of the Members; or
- (c) The resignation of such Manager as a Manager; or
- (d) In the case of a Manager who is a natural person, the death of such Manager or the entry of a judgment by a court of competent jurisdiction adjudicating such Manager to be incompetent to manage his or her personal estate; or
- (e) In the case of a Manager that is an Organization other than a corporation, the dissolution and commencement of winding up of the Organization; or
- (f) In the case of a Manager that is a corporation, the filing of Articles of Dissolution or its equivalent for the corporation or the revocation of its charter; or
- (g) Its, his or her successor has been elected and qualified.

**Section 8.3 Authority to Bind the Company.** The Members hereby agree that only the Manager(s) and authorized agents of the Company (as designated and approved by the Manager(s)) shall have the authority to bind the Company. No Member other than a Manager shall take any action as a Member to bind the Company, and shall indemnify the Company for any Damages incurred by the Company as a result of the unauthorized action of such Member. Subject to the provisions and limitations of this Agreement, the Manager(s) has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- (a) To sue and be sued, complain and defend, in the Company's name;
- (b) To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and with real and personal property, or an interest in it, wherever situated;
- (c) To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer and otherwise dispose of all or any part of the Company's Property and assets;
- (d) To lend money to and otherwise assist Members and/or Assignees;





- (e) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof;
- (f) To make contracts, guarantees and indemnity agreements and incur liabilities; borrow money, issue notes, bonds, and other obligations; secure any of the Company's obligations by mortgage, pledge of, or creation of security interest in, all or any part of the Company's Property; make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as it may be amended from time to time;
- (g) To conduct the Company's business, carry on its operations, and have and exercise the powers granted by the Articles, the Act, and the laws of any state, territory, district, or possession of the United States, or in any foreign country;
- (h) To hire/appoint and terminate/dismiss employees and agents of the Company, and define their duties and fix their compensation;
- (i) To participate in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;
- (j) To indemnify any Member, Manager, Assignee or employee, or former Member, Manager, Assignee or employee of the Company as provided in Section 6.3; and
- (k) To execute and deliver any instruments on behalf of the Company, including any deed, deed of trust, note or other evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale or other instrument purporting to convey or encumber, in whole or in part, any or all of the Property of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable and claims of the Company, and no other signatures shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms.

Notwithstanding any provision of this Article VIII to the contrary, no Manager shall have authority to do any act that is unrelated to the purpose of the Company without the prior approval and concurrence of all of the Members.

#### ***Section 8.4 Actions of the Managers.***

(a) The Manager(s) has the power to bind the Company as provided in this Article VIII. If the Company has more than one Manager, any difference arising as to any matter within the authority of the Managers, and any deadlock between the Managers, shall be resolved by a Majority vote of the Members. No act of a Manager or Member in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, the act of the Manager(s) for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Article VIII, is binding on the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager(s) acting on behalf of the Company.



SHELBY COUNTY ABSTRACT & TITLE CO., INC.

P. O. Box 752 - Columbiana, Alabama 35051  
(205) 669-6204 (205) 669-6291 Fax(205) 669-3130

(Name) CHAROB, L.L.C.  
800 Lewis Road  
(Address) Chelsea, Alabama 35043

This instrument was prepared by

(Name) Mike T. Atchison, Attorney  
P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-86

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred and no/100 DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Charles F. Lewis, Jr., a married man; and Robert H. Lewis, a married man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

CHAROB, L.L.C.

(herein referred to as grantee, whether one or more), the following described real estate, situated in County, Alabama, to-wit:

Shelby

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

Subject to taxes for 1998 and subsequent years, easements, restrictions, rights of way, and permits of record.

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THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTORS, OR OF THEIR RESPECTIVE SPOUSES.

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08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that 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 I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 17th day of June, 1998.

(Seal)

Charles F. Lewis, Jr. (Seal)

(Seal)

Robert H. Lewis (Seal)

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles F. Lewis, Jr. and Robert H. Lewis whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of June, 1998 A. D., 1998

Notary Public.



EXHIBIT "A", PAGE 1 OF 2

PARCEL 1:

The Southeast Quarter (SE 1/4) of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.

PARCEL 2:

The West One-half of the Southwest Quarter (W 1/2 of SW 1/4) of Section 33, Township 19 South, Range 1 West, Shelby County, Alabama.

There is previously reserved from the conveyance of the above described land an undivided one-half interest in all oil, gas, coal and other minerals together with the usual rights for the mining and removal thereof.

PARCEL 3:

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Begin at the Southeast corner of Section 32, Township 19 South, Range 1 West; thence run South 2 degrees 00 minutes East (magnetic bearing) along the East boundary of Section 5, Township 20 South, Range 1 West, a distance of 795.28 feet to a point; thence run North 84 degrees 35 minutes East (MB) a distance of 227.00 feet to a point; thence run North 55 degrees 42 minutes East (MB) a distance of 325.00 feet to a point; thence run North 45 degrees 52 minutes East (MB) a distance of 500.00 feet to a point; thence run North 42 degrees 35 minutes East (MB) a distance of 461.15 feet to a point on the North boundary of NW 1/4 of NW 1/4, Section 4, Township 20 South, Range 1 West; thence run South 85 degrees 19 minutes West (MB) along the North boundary of NW 1/4 of NW 1/4, Section 4, Township 20 South, Range 1 West, a distance of 1197.12 feet to the point of beginning.

PARCEL 4:

The North One-half of the Northeast Quarter (N 1/2 of NE 1/4) of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

PARCEL 5:

A parcel in Section 5, Township 20 South, Range 1 West, described as follows: From NW corner of NE 1/4 go South 02 degrees 03 minutes East along West boundary line of NE 1/4 a distance of 1041.31 feet to point of beginning; from point of beginning, go South 54 degrees 45 minutes West a distance of 311.64 feet; thence go South 40 degrees 00 minutes East a distance of 1050.0 feet; thence go North 53 degrees 00 minutes East a distance of 1110.5 feet to the East boundary line of SW 1/4 of NE 1/4; thence go North 02 degrees West along said boundary line to the NE corner of said SW 1/4 of NE 1/4; thence go West along North boundary line to NW corner of said SW 1/4 of NE 1/4; thence go North 02 degrees 03 minutes West to point of beginning.

PARCEL 6:

A parcel of land in Shelby County, Alabama, described as follows: Begin at the Southeast (SE) corner of the SW 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 3 degrees East along the East line of said SW 1/4 of NE 1/4 18.14 chains to a 3/8 inch iron pin; thence South 57 degrees West 15.60 chains to a rock corner; thence South 3 degrees West 9.85 chains to a point on the South line of SW 1/4 of NE 1/4; thence South 87 degrees East along the South line of the SW 1/4 of NE 1/4, 12.92 chains to the point of beginning. There is previously reserved from the conveyance of the above described land an undivided one-half interest in all oil, gas, coal, and other minerals together with the usual rights for the mining and removal thereof.

PARCEL 7:

Commencing at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, run North along the West line of said 1/4-1/4 Section a distance of 768.56 feet to a point being the point of beginning; thence run North along the West line of said 1/4-1/4 Section to the NW corner of said 1/4-1/4 Section; thence turn East and run along the North line of said 1/4-1/4 Section a distance of 671.52 feet; thence run in a Southerly and Westerly direction to the point of beginning on the West line of said 1/4-1/4 Section.

LESS AND EXCEPT that certain parcel of land from Roy Gardner and wife, Reathie Gardner to Dr. Charles F. Lewis and Isabelle B. Lewis, by instrument recorded in Deed Book 219, Page 549, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commencing at the SE corner of the SW 1/4 of the NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 2 degrees 00 minutes West (Magnetic Bearing) along the East boundary of the said SW 1/4 of the NE 1/4 a distance of 1193.56 feet to a point; thence continue North 2 degrees 00 minutes West from said point (being the point of beginning of the triangular parcel of land herein described) a distance of 126.44 feet to a point (being NE corner of the said SW 1/4 of NE 1/4); thence North 85 degrees 50 minutes East (MB) along the North boundary of the SE 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West, a distance of 191.02 feet to a point; thence South 53 degrees 00 minutes West (MB) a distance of 233.03 feet to the point of beginning.

Subject to minerals and mining rights previously excepted.

ALSO, Commencing at the SE corner of the SW 1/4 of the NE 1/4, Section 5, Township 20 South, Range 1 West; thence North 2 degrees 00 minutes West (Magnetic Bearing) along the East boundary of the said SW 1/4 of the NE 1/4 a distance of

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1193.56 feet to a point; thence continue North 2 degrees 00 minutes West from said point (being the point of beginning of the triangular parcel of land herein described) a distance of 126.44 feet to a point (being NE corner of the said SW 1/4 of NE 1/4); thence North 85 degrees 50 minutes East (MB) along the North boundary of the SE 1/4 of NE 1/4, Section 5, Township 20 South, Range 1 West, a distance of 191.02 feet to a point; thence South 53 degrees 00 minutes West (MB) a distance of 233.03 feet to the point of beginning.

Subject to minerals and mining rights previously excepted.

The last described parcel was devised to grantors herein under the Will of Isabelle Bourlay Lewis, deceased.

LESS AND EXCEPT PARCELS 8, 9, AND 10:

PARCEL 8:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 32, Township 19 South, Range 1 West and the North 1/2 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 5; (The East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence run North 87 degrees 14 minutes 15 seconds West a distance of 701.98 feet to a point on the Northwesternly side of Cha-Rob lake and the point of beginning; thence run South 53 degrees 00 minutes 00 seconds West a distance of 614.73 feet; thence run South 45 degrees 30 minutes 00 seconds East a distance of 336.0 feet to a point on said lake; thence run with the meander of said lake a distance of 1080 feet, more or less, to the point of beginning.

PARCEL 9:

A parcel of land located in the North 1/2 of the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 5; (the East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence run South 59 degrees 01 minutes 46 seconds West a distance of 1110.82 feet to a point on the Northwesternly side of Cha-Rob lake and the point of beginning; thence run North 45 degrees 30 minutes 00 seconds West a distance of 336.0 feet; thence run South 53 degrees 00 minutes 00 seconds West a distance of 560.96 feet; thence run South 37 degrees 20 minutes 00 seconds East a distance of 371.0 feet to a point on said lake; thence run with the meander of said lake a distance of 800 feet, more or less, to the point of beginning.

PARCEL 10:

A parcel of land located in the SE 1/4 of Section 32 and the SW 1/4 of Section 33, all in Township 19 South, Range 1 West, and the NE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Begin at the NE corner of Section 5, Township 20 South, Range 1 West; (The East line of said Section 5 has a relative bearing of North 01 degrees 00 minutes 22 seconds East); thence North a distance of 693.83 feet; thence West a distance of 437.16 feet to the centerline of a chert drive; thence South 46 degrees 01 minutes 45 seconds West along said centerline a distance of 118.11 feet; thence South 57 degrees 39 minutes 02 seconds West along said centerline a distance of 458.97 feet; thence South 47 degrees 35 minutes 19 seconds East a distance of 222.30 feet to a point on the Northerly bank of Cha-Rob Lake; thence along the bank of said lake the following bearings and distances: North 49 degrees 19 minutes 09 seconds East a distance of 75.96 feet; North 85 degrees 58 minutes 18 seconds East a distance of 71.18 feet; North 67 degrees 19 minutes 10 seconds East a distance of 72.62 feet; North 45 degrees 59 minutes 36 seconds East a distance of 122.35 feet; North 30 degrees 21 minutes 29 seconds East a distance of 81.12 feet; North 80 degrees 32 minutes 16 seconds East a distance of 60.83 feet; South 35 degrees 23 minutes 41 seconds East a distance of 46.62 feet; South 26 degrees 00 minutes 37 seconds West a distance of 184.71 feet; South 46 degrees 25 minutes 37 seconds West a distance of 198.76 feet; South 36 degrees 23 minutes 04 seconds West a distance of 47.20 feet; South 14 degrees 28 minutes 13 seconds West a distance of 32.02 feet; South 38 degrees 47 minutes 04 seconds East a distance of 71.84 feet; South 77 degrees 50 minutes 42 seconds East a distance of 66.49 feet; North 70 degrees 36 minutes 56 seconds East a distance of 57.25 feet; South 08 degrees 48 minutes 24 seconds West a distance of 71.85 feet; South 13 degrees 46 minutes 54 seconds East a distance of 54.57 feet; North 70 degrees 31 minutes 24 seconds East a distance of 86.98 feet; North 51 degrees 39 minutes 16 seconds East a distance of 85.43 feet; North 62 degrees 29 minutes 17 seconds East a distance of 108.43 feet; North 82 degrees 03 minutes 24 seconds East a distance of 130.25 feet; South 61 degrees 11 minutes 21 seconds East a distance of 22.83 feet; South 25 degrees 58 minutes 46 seconds East a distance of 19.25 feet to a point that is 27.16 feet West of the point of beginning; thence East, leaving the bank of said lake, a distance of 27.16 feet to the point of beginning.

THE ABOVE DESCRIBED PROPERTIES CONSTITUTE A TOTAL OF 352.32 ACRES, MORE OR LESSS, BEING CONVEYED.

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DATE	BY	DATE	BY	CHANGES OR ADDITIONS
3/81	CB	87	CC	NC
4-82	CB	88	CC	NC
83	MRC	88	CC	
85	SC	84	SC	
86	SC	92	SE	U/C

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# AN EXAMINATION

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Adopted:

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