


STATE OF ALABAMA)
SHELBY COUNTY)


20100929000321750 1/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

CONTRACT FOR THE EXCHANGE REAL PROPERTY

This Contract to Exchange Real Property ("Contract") is made between CHENEY LIME & CEMENT COMPANY, INC. ("Cheney"), an Alabama corporation with its principal office located at 478 Graystone Road, Allgood, Alabama 35013, and the CITY OF ALABASTER, ALABAMA ("Alabaster"), a municipal corporation located at 201 First Street North, Alabaster, Alabama 35007.

WHEREAS, Cheney is the owner of the land and premises described in the metes and bounds legal description included in the survey attached hereto as **Exhibit "A"**, and referred to herein as the "Cheney Parcel"; and

WHEREAS, Alabaster is the owner of the land and premises described in the metes and bounds legal description included in the survey attached hereto as **Exhibit "B"**, and referred to herein as the "Alabaster Parcel"; and

WHEREAS, Cheney and Alabaster desire to exchange like-kind property in a tax-free transaction under Section 1031 of the Internal Revenue Code, as amended. Each party agrees that the properties being exchanged herein are not being purchased for resale, but rather shall be held for productive business use and investment. These properties are being exchanged and transferred in a reciprocal transfer without the intervention of a significant amount of money; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, Cheney and Alabaster do hereby covenant and agree as follows:

1. Conveyance. For consideration and subject to the terms, provisions and conditions hereinafter set forth, Cheney agrees to convey to Alabaster the Cheney Parcel, including all mineral rights, by execution and delivery of the deed attached hereto as **Exhibit "C"**. For consideration and subject to the terms, provisions and conditions hereinafter set forth, Alabaster agrees to convey to Cheney the Alabaster Parcel, including all mineral rights by execution and delivery of the deed attached hereto as **Exhibit "D"**.

2. Value. The value of the Cheney Parcel for purposes of this Contract shall be \$130,000. The value of the Alabaster Parcel for purposes of this Contract shall be \$130,000.

3. Survey. Surveys have been performed on the Alabaster and Cheney Parcels and are acceptable to the parties hereto.

4. Title. Within thirty (30) days after the date hereof, Cheney, at its own cost and expense, shall have a certificate of title prepared relating to the Cheney Parcel. Alabaster shall give Cheney written notice on or before the expiration of ten (10) days after receiving such results of title search

that the condition of title as set forth therein is or is not satisfactory. On the receipt of a written notice of unsatisfactory title, Cheney may promptly undertake to eliminate or modify all objections to the reasonable satisfaction of Alabaster. In the event that Cheney is unable to respond to objections within ten (10) days after receipt of written notice, this Contract shall thereupon be null and void for all purposes. If written notice indicating Alabaster's satisfaction is provided, or if no written notice is provided, then said condition shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

Within thirty (30) days after the date hereof, Alabaster, at its own cost and expense, shall have a certificate of title prepared relating to the Alabaster Parcel. Cheney shall give Alabaster written notice on or before the expiration of ten (10) days after receiving such results of title search that the condition of title as set forth therein is or is not satisfactory. On the receipt of a written notice of unsatisfactory title, Alabaster may promptly undertake to eliminate or modify all objections to the reasonable satisfaction of Cheney. In the event that Alabaster is unable to respond to objections within ten (10) days after receipt of written notice, this Contract shall thereupon be null and void for all purposes. If written notice indicating Cheney's satisfaction is provided, or if no written notice is provided, then said condition shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

This obligation may be waived in writing by either party if such party believes that it has sufficient knowledge to render an updated certificate of title unnecessary.

5. Compliance. Both parties shall have performed, observed and complied with all covenants, agreements and conditions required by this Contract to be performed, observed and complied with prior to or as of the Closing Date.

6. Cheney's Representations and Warranties. Cheney hereby represents and warrants to Alabaster as follows, which representations and warranties shall be deemed made by Cheney to Alabaster as of the Closing Date:

(a) To the best of Cheney's knowledge, there are no parties in possession of any portion of the Cheney Parcel as lessees, tenants at sufferance or trespassers;

(b) To the best of Cheney's knowledge, there is no pending or threatened condemnation or similar proceeding or assessment affecting the Cheney Parcel, or any part thereof. To the best knowledge and belief of Cheney there are no proceedings or assessments contemplated by any government authority regarding the Cheney Parcel, not contained herein;

(c) Cheney has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations relating to the Cheney Parcel described herein, or any part thereof;

(d) Cheney agrees that Alabaster may construct a roadway through the Cheney Parcel, beginning and ending at undetermined locations, following the transfer of properties, so long as such roadway does not interfere with any right of way or easement.

(e) Cheney agrees that Alabaster shall acquire all rights to the Cheney Parcel at Closing including all mineral rights following the transfer;

7. Alabaster's Representations and Warranties. Alabaster hereby represents and warrants to Cheney as follows, which representations and warranties shall be deemed made by Alabaster to Cheney as of the Closing Date:

(a) To the best of Alabaster's knowledge, there are no parties in possession of any portion of the Alabaster Parcel as lessees, tenants at sufferance or trespassers;

(b) To the best of Alabaster's knowledge, there is no pending or threatened condemnation or similar proceeding or assessment affecting the Alabaster Parcel, or any part thereof. To the best knowledge and belief of Alabaster there are no proceedings or assessments contemplated by any government authority regarding the Alabaster Parcel.

(c) Alabaster has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations relating to the Alabaster Parcel described herein, or any part thereof;

(d) Alabaster agrees that it shall not permit the construction of any building, fixture, improvement, dwelling or other structure on the south side of the ridge specifically described in **Exhibit "E"**;

(e) Alabaster agrees that Cheney shall acquire all rights to the Alabaster Parcel at Closing including all mineral rights and the right to mine for limestone following the transfer;

(f) Alabaster has de-annexed the Alabaster Parcel and has provided Cheney with documentation thereof prior to Closing, which documentation is attached hereto as **Exhibit "F"**.

(g) Alabaster agrees that Cheney will acquire all oil, gas and mineral rights on the Alabaster Parcel including, but not limited to, the right to mine for limestone following the transfer.

8. Closing. The closing shall be held at the office of Morris & Brumlow, P.C. on or before July 1, 2010, or at such time, date and place as Cheney and Alabaster may agree upon (this date is referred to herein as the "Closing Date"). At closing, each party shall deliver to the other a duly executed and acknowledged deed conveying good and marketable title to all of the property agreed to be relinquished, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions excepting those specified herein. Additionally, each party shall deliver to the other possession of the property agreed to be relinquished at closing.

All costs and expenses of closing and consummating the exchange of property described herein shall be borne and paid as follows:

(a) Documentary stamps or other transfer taxes shall be paid by the party receiving the property incurring such expense.

(b) Survey of herein described Cheney Parcel shall be paid for by Cheney.

(c) Survey of herein described Alabaster Parcel shall be paid for by Alabaster.

(d) The cost of preparing, executing and acknowledging any deed or other instrument required to convey title in the manner described in the Contract shall be split evenly between both Cheney and Alabaster.

(e) Each party shall be responsible for their own legal fees.

9. Commission. It is understood and agreed by both parties that no real estate broker or agent was involved in this negotiation or the consummation of this Contract. As such, no commission shall be paid to any person or entity as a result of the transfer of property described herein.

10. Default. In the event Cheney shall fail to fully and timely perform any of it's obligations hereunder or shall fail to consummate the exchange of the properties described herein for any reason, except default by Alabaster, Alabaster may: (1) enforce specific performance of this Contract or (2) bring suit for damages against Cheney.

In the event Alabaster shall fail to fully and timely perform any of it's obligations hereunder or shall fail to consummate the exchange of the properties described herein for any reason, except default by Cheney, Cheney may: (1) enforce specific performance of this Contract or (2) bring suit for damages against Alabaster.

11. Deeds. Each deed shall be a deed with covenant against grantor's acts in proper statutory short form for record and shall be duly executed and acknowledged, so as to convey to the grantee the parcels conveyed, free of all encumbrances, except as herein stated.

12. Assignment. This Contract may not be assigned without the express written consent of both parties to this agreement.

13. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

14. Prior Agreements. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written agreements or oral agreements between the parties respecting the subject matter herein.

15. Signors. The individuals executing this contract have been given all necessary authority from the parties to this Contract to execute this Contract on behalf of the parties hereto and to hold these parties liable to the contents herein.

16. Non-waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein.

17. Headings. Headings in this agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

18. Time. Time is of the essence of this Contract.

19. Law. This Contract shall be construed under and in accordance with the laws of the State of Alabama, and all obligations of the parties created hereunder are performable in Shelby County, Alabama.

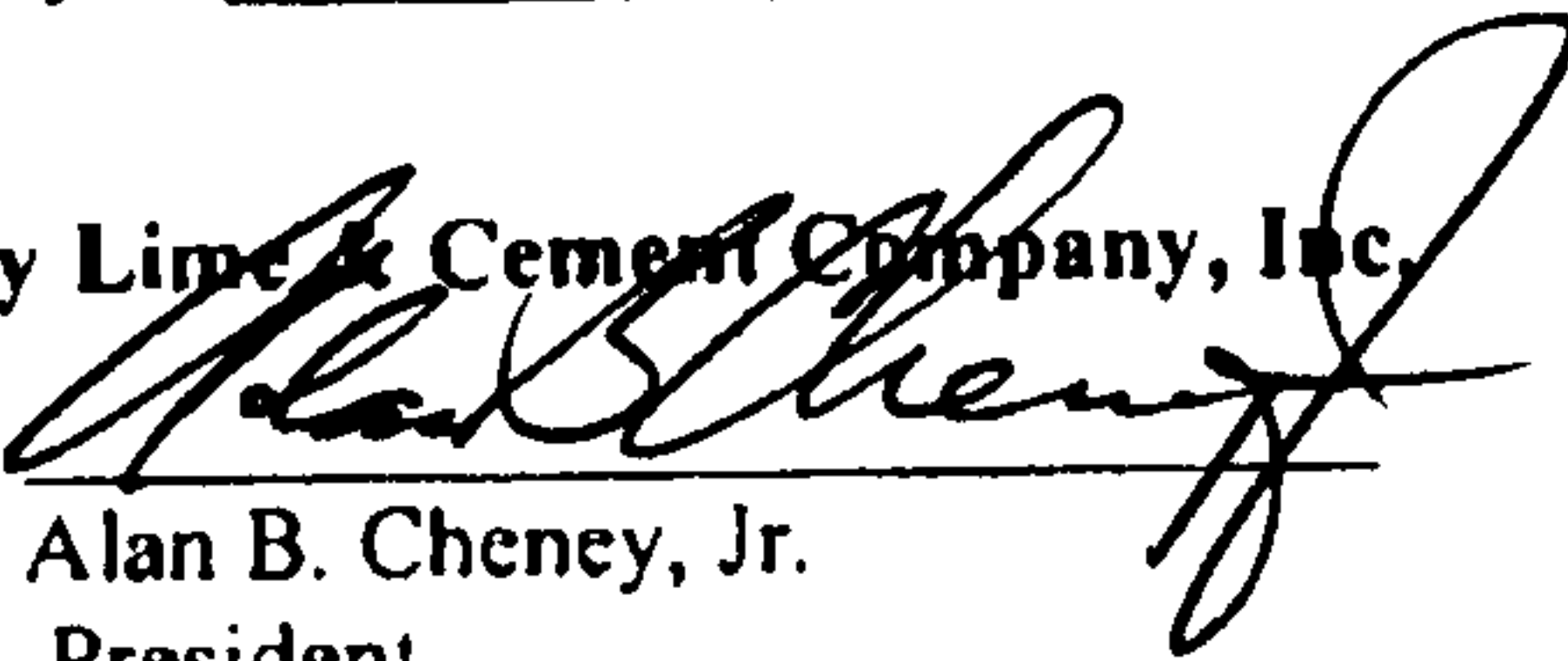
20. Integration. This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter herein. This Contract may only be amended by a written document duly executed by both parties.

21. Time Limit. It is expressly acknowledged and understood that this Contract shall not be binding upon either party until and unless a resolution authorizing this Contract's execution and closing shall be passed by the city council of the City of Alabaster, Alabama before July 1, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the ____ day of _____, 2010.

Cheney Lime & Cement Company, Inc.

By:


Alan B. Cheney, Jr.
President

City of Alabaster, Alabama

By:

David Frings
Mayor

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

20100929000321750 6/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALAN B. CHENEY, JR., whose name as President of Cheney Lime & Cement Company, Inc., an Alabama 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27 day of July, 2010.

Carol D. Perry
Notary Public
My Commission Expires: 12/23/12

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID FRINGS, whose name as Mayor of the City of Alabaster, Alabama, a 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2010.

Notary Public
My Commission Expires: _____

20100929000321750 7/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

15. Signors. The individuals executing this contract have been given all necessary authority from the parties to this Contract to execute this Contract on behalf of the parties hereto and to hold these parties liable to the contents herein.

16. Non-waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein.

17. Headings. Headings in this agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

18. Time. Time is of the essence of this Contract.

19. Law. This Contract shall be construed under and in accordance with the laws of the State of Alabama, and all obligations of the parties created hereunder are performable in Shelby County, Alabama.

20. Integration. This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter herein. This Contract may only be amended by a written document duly executed by both parties.

21. Time Limit. It is expressly acknowledged and understood that this Contract shall not be binding upon either party until and unless a resolution authorizing this Contract's execution and closing shall be passed by the city council of the City of Alabaster, Alabama before July 1, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the ____ day of _____, 2010.

Cheney Lime & Cement Company, Inc.

By: _____
Alan B. Cheney, Jr.
President

City of Alabaster, Alabama

By: 
David Frings
Mayor

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

20100929000321750 8/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALAN B. CHENEY, JR., whose name as President of Cheney Lime & Cement Company, Inc., an Alabama 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

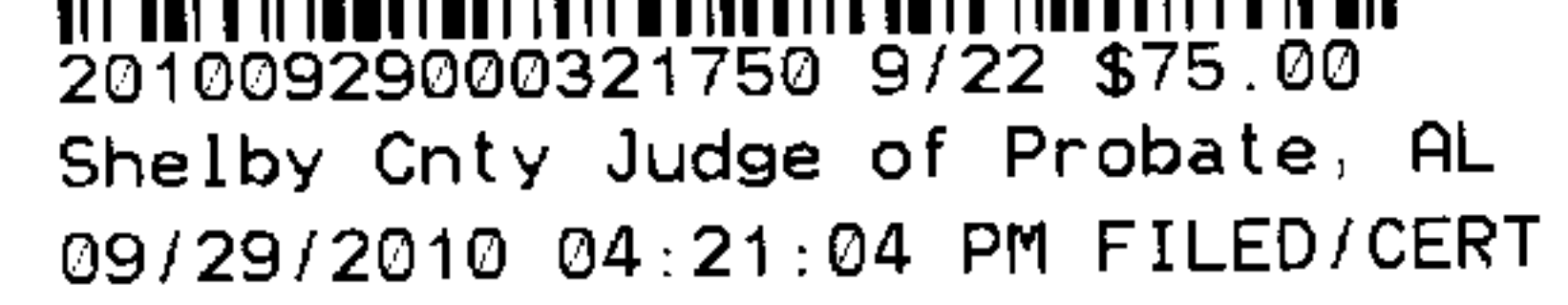
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID FRINGS, whose name as Mayor of the City of Alabaster, Alabama, a 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12 day of May, 2010.

Marsha Massey
Notary Public

My Commission Expires: _____ My Commission Expires 05/17/2012



20100929000321750 9/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT



20100929000321750 11/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

JAN-22-2009 10:19

RAY AND GILLILAND PC

256 245 3202 P.01/02

STATE OF ALABAMA
SHELBY COUNTY

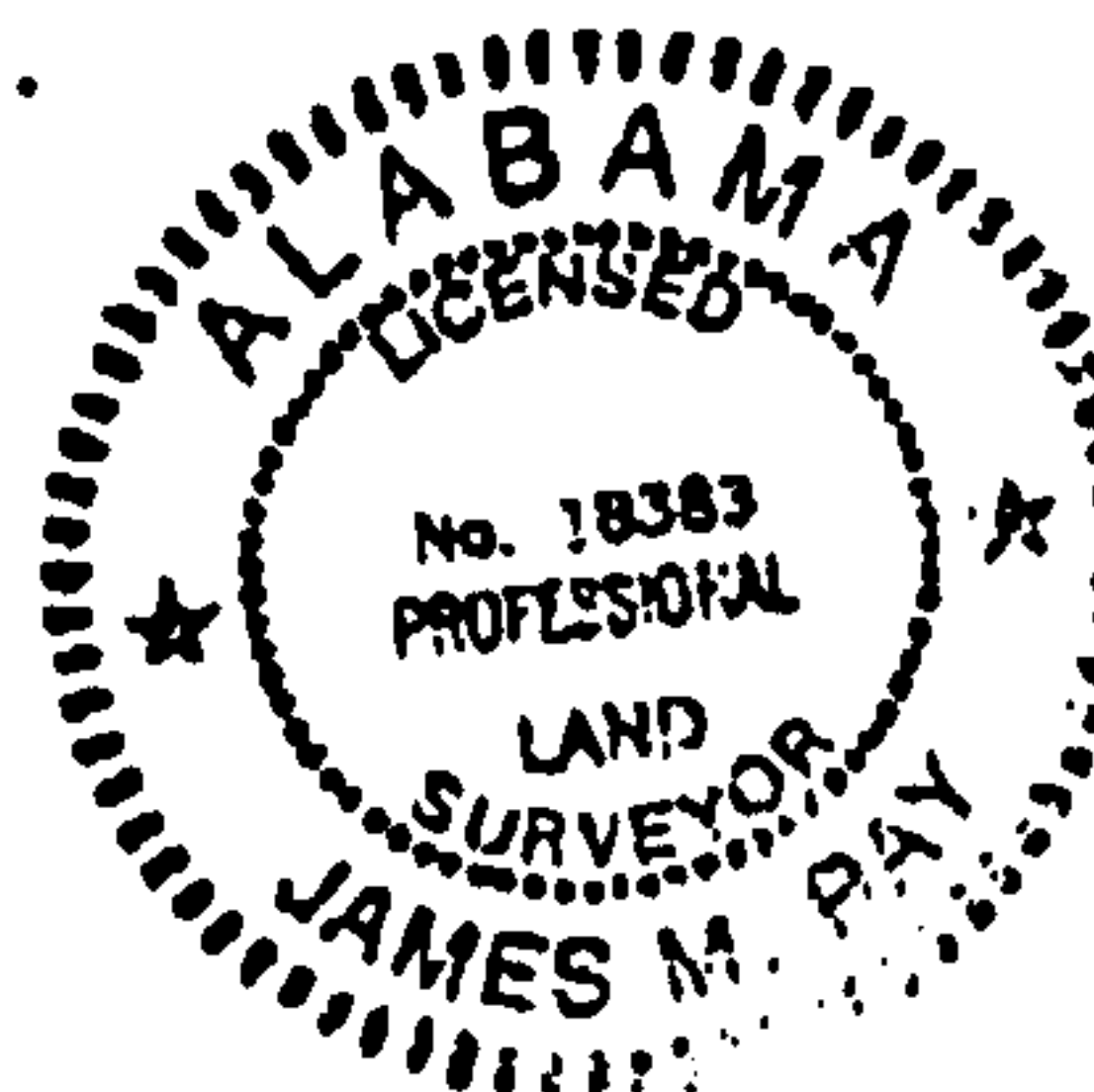
I, James M. Ray, a registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a 3/4" capped rebar in place being the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 02° 29' 02" East along the East boundary of said quarter-quarter section for a distance of 660.77 feet to a 1/2" capped rebar in place; thence proceed South 86° 31' 16" West for a distance of 1292.63 feet (set 1/2" rebar); thence proceed North 02° 29' 02" West for a distance of 437.02 feet (set 1/2" capped rebar); thence proceed North 44° 15' 53" East for a distance of 458.16 feet (set 1/2" capped rebar); thence proceed South 88° 26' 33" East for a distance of 961.12 feet to the point of beginning.

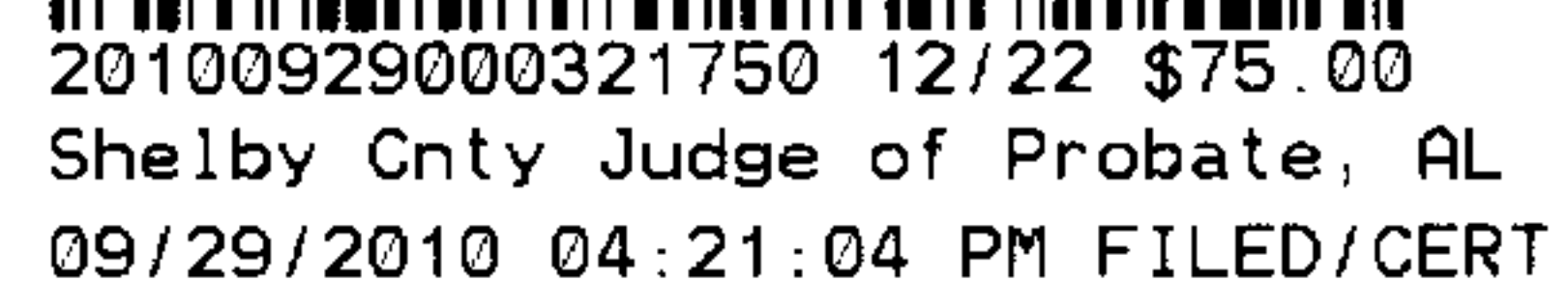
The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 20.0 acres.

According to my survey this the 22nd day of January, 2009.


James M. Ray, Ala. Reg. No. 18383

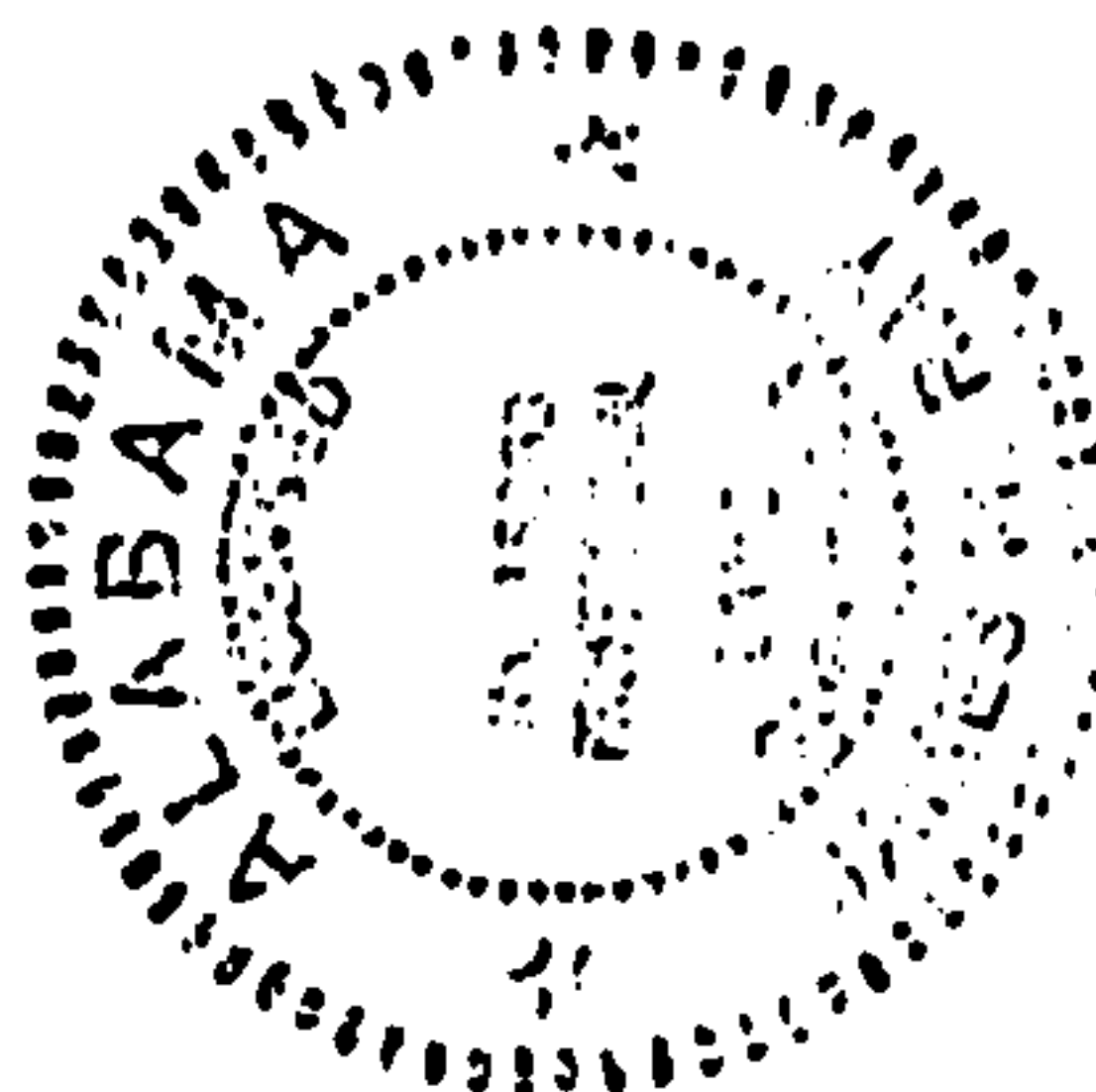
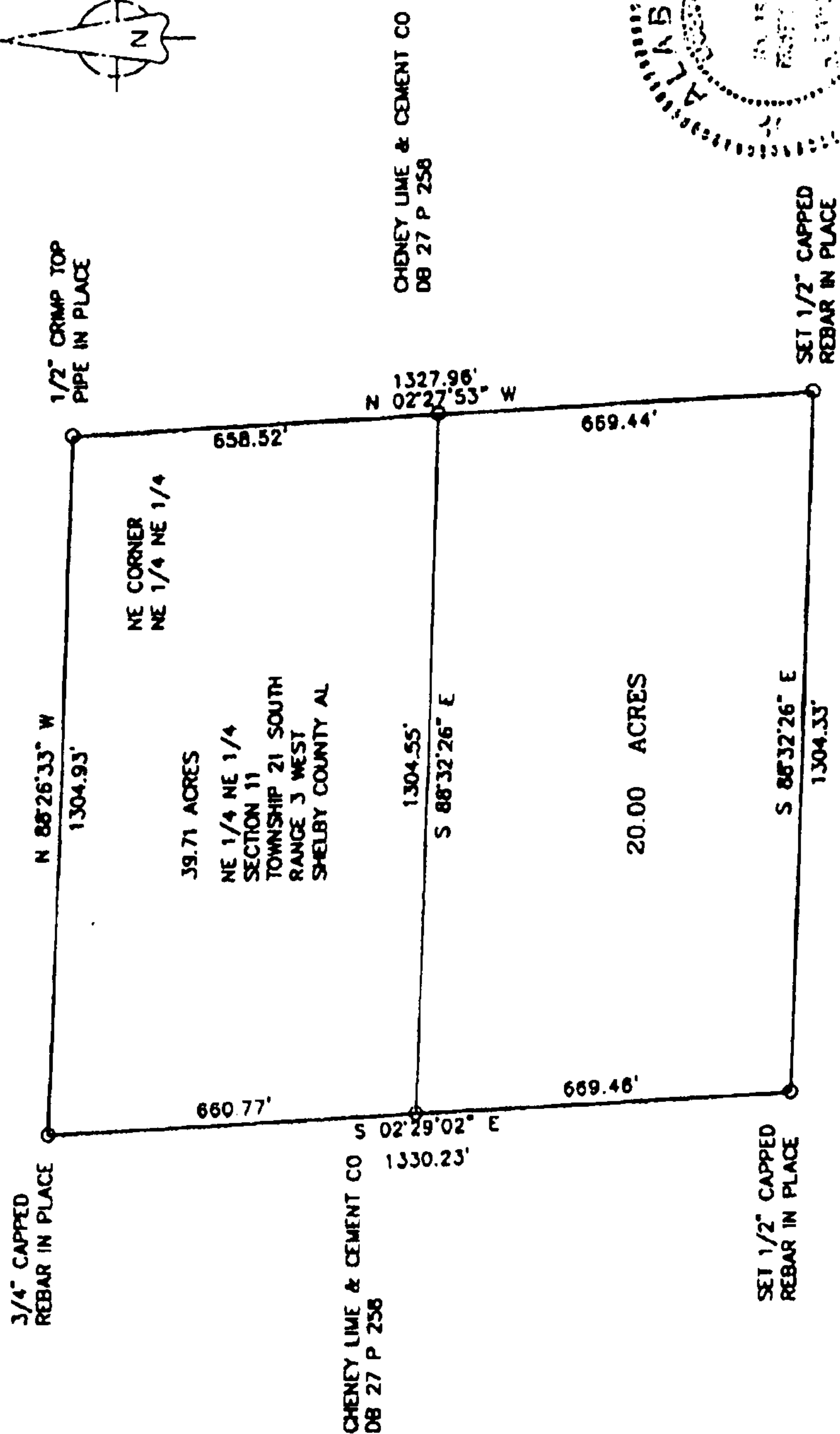
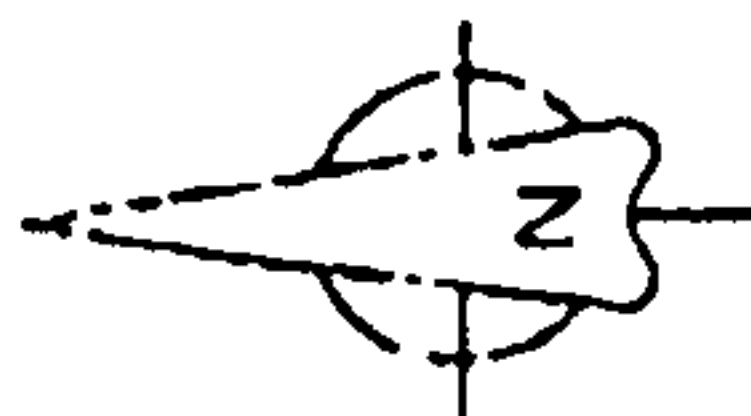
Ray and Gilliland, P. C. Ala. Board Cert. No. CA-0114-LS





0' 300' 600' 900'

BEARING REFERENCE BASED ON
STATE PLANE ALA WEST ZONE
NAD 83



RAY & GILLIAND, P.C.	
100 S FORT WILKINS ST	TEL NO (250) 246-2400
P.O. BOX 1783	FAX NO (250) 246-2006
SILVERDALE, ALABAMA 36589	FLE
BRANCH OF	SCALE 1"=300'
BOUNDARY	DATE



20100929000321750 13/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

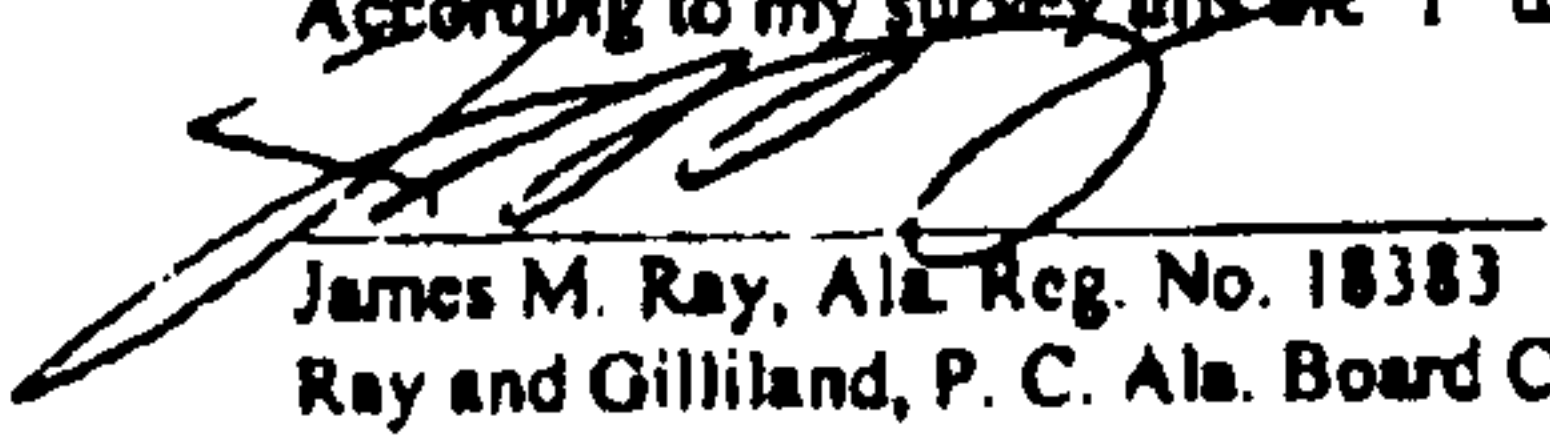
STATE OF ALABAMA
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit:

Commence at a 1/2" crimp top pipe in place being the Northeast corner of the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 658.52 feet to the point of beginning. From this beginning point continue South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 669.44 feet to the Southeast corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 88° 32' 26" West along the South boundary of said quarter-quarter section for a distance of 1304.33 feet to the Southwest corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 02° 29' 02" West along the West boundary of said quarter-quarter section for a distance of 669.46 feet; thence proceed South 88° 32' 26" East for a distance of 1304.55 feet to the point of beginning.


The above described land is located in the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 20.0 acres.

According to my survey this the 1st day of February, 2007.


James M. Ray, Ala. Reg. No. 18383
Ray and Gilliland, P. C. Ala. Board Cert. No. CA-0114LS



Cheney Parcel
Exhibit C


20100929000321750 14/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

This instrument prepared by:

Glenn E. Estess, Jr.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

Send Tax Notices To:

City of Alabaster
c/o David Frings
201 First Street North
Alabaster, Alabama, 35007

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the exchange for an equal value of real property to the undersigned grantor, **Cheney Lime & Cement Company, Inc.**, an Alabama corporation (hereinafter, the "GRANTOR"), exchanged by the grantee herein, the GRANTOR does hereby **GRANT, BARGAIN, AND CONVEY** unto the **City of Alabaster, Alabama**, a municipal corporation (hereinafter, the "GRANTEE"), the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description Attached Hereto as Exhibit "A"

TO HAVE AND TO HOLD to said GRANTEE, its successors and assigns, forever.

EXCEPT that GRANTEE may not build, construct or erect any structure on the south side of the ridge located on the above described land as such ridge is determined by the highest continuous elevation of the premises from the east boundary line to the west boundary line, as such ridge is further described in the legal description attached hereto as Exhibit "B".

And the GRANTOR does, for itself, its successors and assigns, covenant with the GRANTEE, its successors and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, except as otherwise noted above and as set forth on Exhibit "B;" that GRANTOR has a good right to convey the same as aforesaid; that GRANTOR, its successors and assigns shall warrant and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Cheney Lime & Cement Company, Inc., an Alabama corporation, as GRANTOR, has caused its duly authorized officer to hereunto set his signature as the act of such GRANTOR, this the ____ day of _____, 2010.

Cheney Lime & Cement Company, Inc.,

By: 

Alan B. Cheney, Jr.
As Its President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan B. Cheney, Jr., whose name as President of Cheney Lime & Cement Company, Inc., a corporation, is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27 day of July, 2010.

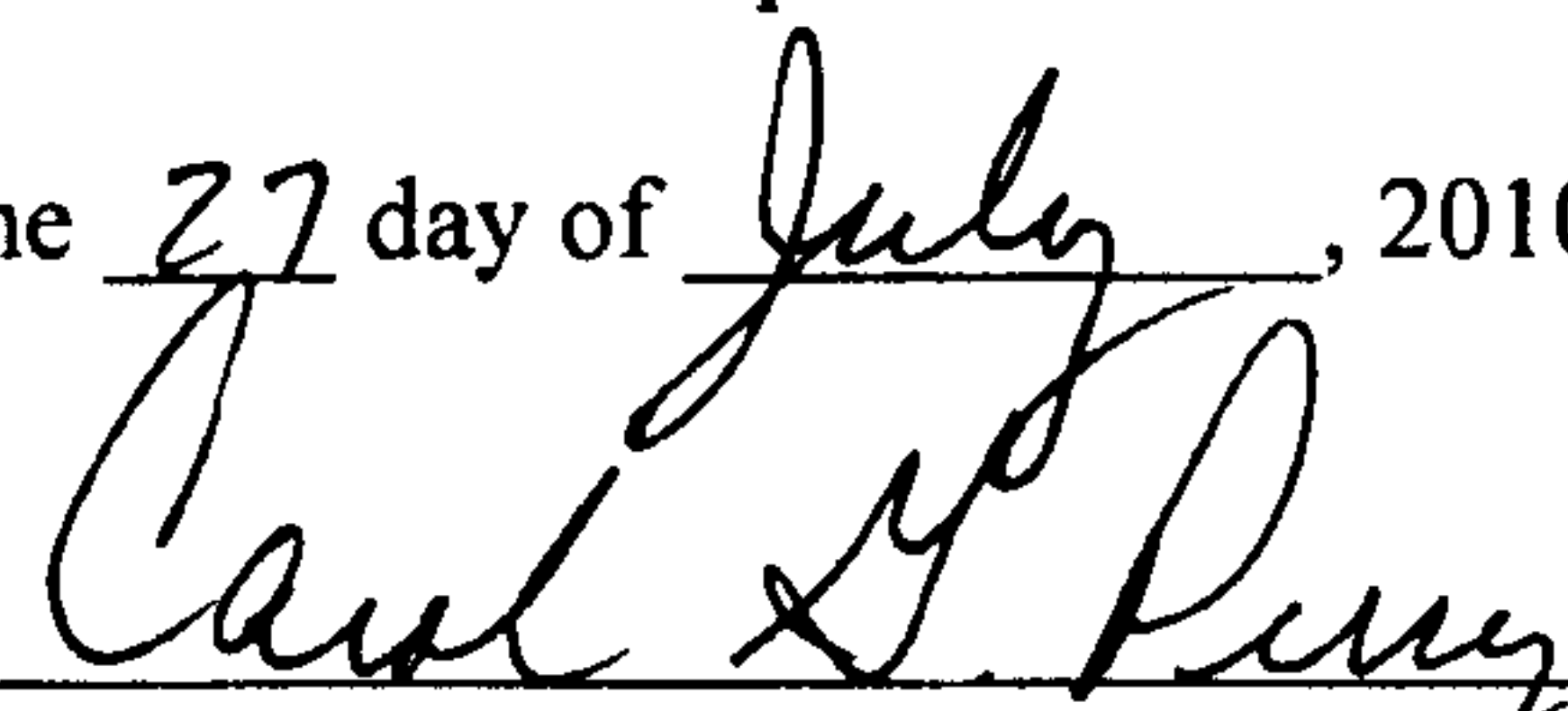


Notary Public
My Commission Expires: 12/23/12

Exhibit A


20100929000321750 16/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

Commence at a 3/4" capped rebar in place being the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 02° 29' 02" East along the East boundary of said quarter-quarter section for a distance of 660.77 feet to a 1/2" capped rebar in place; thence proceed South 86° 31' 16" West for a distance of 1292.63 feet (set 1/2" rebar); thence proceed North 02° 29' 02" West for a distance of 437.02 feet (set 1/2" capped rebar); thence proceed North 44° 15' 53" East for a distance of 458.16 feet (set 1/2" capped rebar); thence proceed South 88° 26' 33" East for a distance of 961.12 feet to the point of beginning.

20100929000321750 17/22 \$75.00
Shelby Cnty Judge of Probate, AL
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**Alabaster Parcel
Exhibit D**

This instrument prepared by:

Glenn E. Estess, Jr.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

Send Tax Notices To:

Cheney Lime and Cement Company, Inc.
c/o Alan Cheney
478 Graystone Road
Allgood, Alabama 35013

WARRANTY DEED

**STATE OF ALABAMA)
SHELBY COUNTY)**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the exchange for an equal value of real property to the undersigned grantor, **City of Alabaster, Alabama** a municipal corporation (hereinafter, the "GRANTOR"), exchanged by the grantee herein, the GRANTOR does hereby **GRANT, BARGAIN, AND CONVEY** unto **Cheney Lime & Cement Company, Inc.**, an Alabama corporation (hereinafter, the "GRANTEE"), the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description Attached Hereto as Exhibit "A"

TO HAVE AND TO HOLD to said GRANTEE, its successors and assigns, forever.

And the GRANTOR does, for itself, its successors and assigns, covenant with the GRANTEE, its successors and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, except as otherwise noted above and as set forth on Exhibit "B"; that GRANTOR has a good right to convey the same as aforesaid; that GRANTOR, its successors and assigns shall warrant and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims of all persons.


IN WITNESS WHEREOF, the City of Alabaster, Alabama, a municipal corporation, as GRANTOR, has caused its duly authorized officer to hereunto set his signature as the act of such GRANTOR, this the ____ day of _____, 2010.

ATTEST

City of Alabaster, Alabama

As Its: _____

By: _____
David Frings
As Its Mayor


20100929000321750 18/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Frings, whose name as mayor of the City of Alabaster, Alabama, a municipal corporation, is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ____ day of _____, 2010.

Notary Public

My Commission Expires: _____



20100929000321750 19/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

Exhibit A

Commence at a 1/2" crimp top pipe in place being the Northeast corner of the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 658.52 feet to the point of beginning. From this beginning point continue South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 669.44 feet to the Southeast corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 88° 32' 26" West along the South boundary of said quarter-quarter section for a distance of 1304.33 feet to the Southwest corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 02° 29' 02" West along the West boundary of said quarter-quarter section for a distance of 669.46 feet; thence proceed South 88° 32' 26" East for a distance of 1304.55 feet to the point of beginning.

Exhibit F
Ordinance



20100929000321750 20/22 \$75.00
Shelby Cnty Judge of Probate, AL
09/29/2010 04:21:04 PM FILED/CERT

Council Member Tommy Ryals introduced the following Ordinance:

ORDINANCE NO. 08-A02



200806200003203480 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:10:00PM FILED/CERT

AN ORDINANCE TO ALTER, REARRANGE AND RE-ESTABLISH THE CORPORATE LIMITS OF THE CITY OF ALABASTER, ALABAMA, SO AS TO REMOVE FROM THE CORPORATE LIMITS CERTAIN TERRITORY AS A DE-ANNEXATION.

WHEREAS, a petition signed by the owners of all of the land within the territory therein described and proposed to be de-annexed from the City, 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 Alabaster, Alabama; and

WHEREAS, this 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 not be included within the City, and the corporate limits be reduced to the extent thereof, and the previously existing boundaries be re-established.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA, AS FOLLOWS:

Section 1. That in the event an annexation has occurred, the public good requires that the corporate limits of the City of Alabaster, Alabama, be reduced by de-annexing the following described property:

A parcel of land located in the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 1/2" crimp top pipe in place being the Northeast corner of the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 658.52 feet to the point of beginning. From this beginning point continue South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 669.44 feet to the Southeast corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 88° 32' 26" West along the South boundary of said quarter-quarter section for a distance of 1304.33 feet to the Southwest corner of said quarter-quarter section to a 1/2" capped rebar in place; thence proceed North 02° 29' 02" West along the West boundary of said quarter-quarter section for a distance of 669.46 feet; thence proceed South 88° 32' 26" East for a distance of 1304.55 feet to the point of beginning.

Containing 20 Acres more or less.

Applicant: City of Alabaster for property adjacent to Chency Lime Plant, which is property that is not within the city limits of Alabaster.

Section 2. That the City Clerk shall file a certified copy of this ordinance containing an accurate corrected description of said de-annexed territory with the Judge of Probate of Shelby County, Alabama, and also will cause a copy of this ordinance to be published or posted, in accordance with the Code of Alabama.

Section 3. That the Zoning Map of the City of Alabaster, Alabama, and any other official maps or surveys of the City shall be amended to reflect the de-annexation of the above described property, and that a copy of this Ordinance be transmitted to the City Planning Commission and the Zoning Administrator.

Effective Date. This Ordinance shall become effective immediately after passage and adoption by the City Council of the City of Alabaster, Alabama and posting or otherwise required by law.

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Shelby Cnty Judge of Probate, AL
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ADOPTED AND APPROVED THIS 2 DAY OF JUNE 2008.

ATTEST:

CITY OF ALABASTER, ALABAMA


Marsha Massey, City Clerk/Treas.


Rick Walters, Council President

APPROVED:

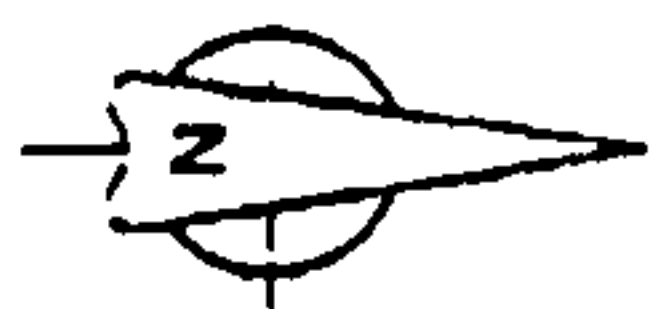
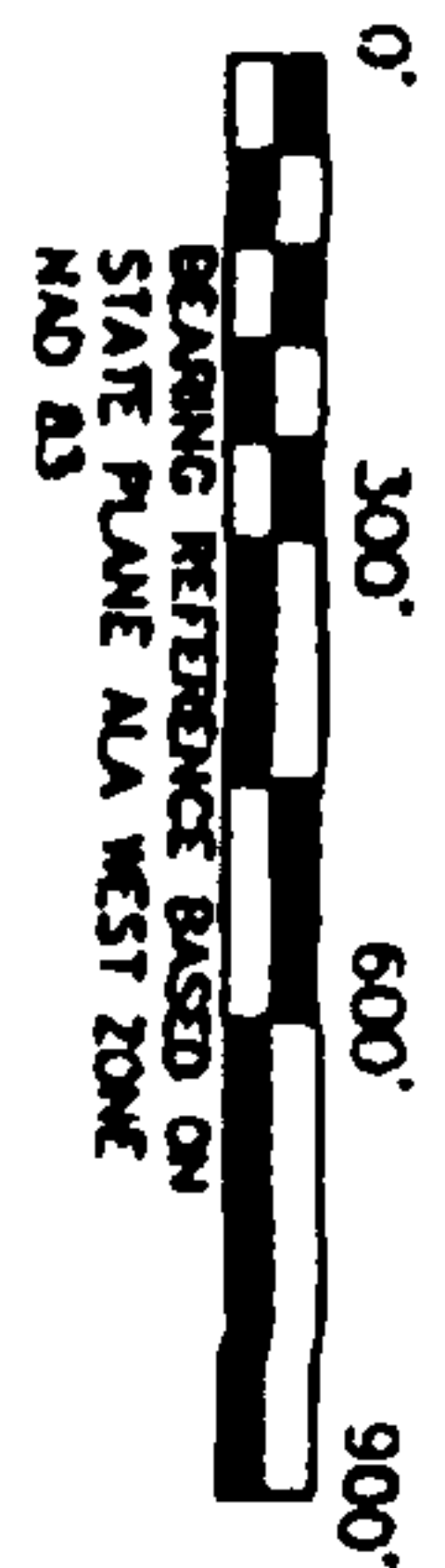
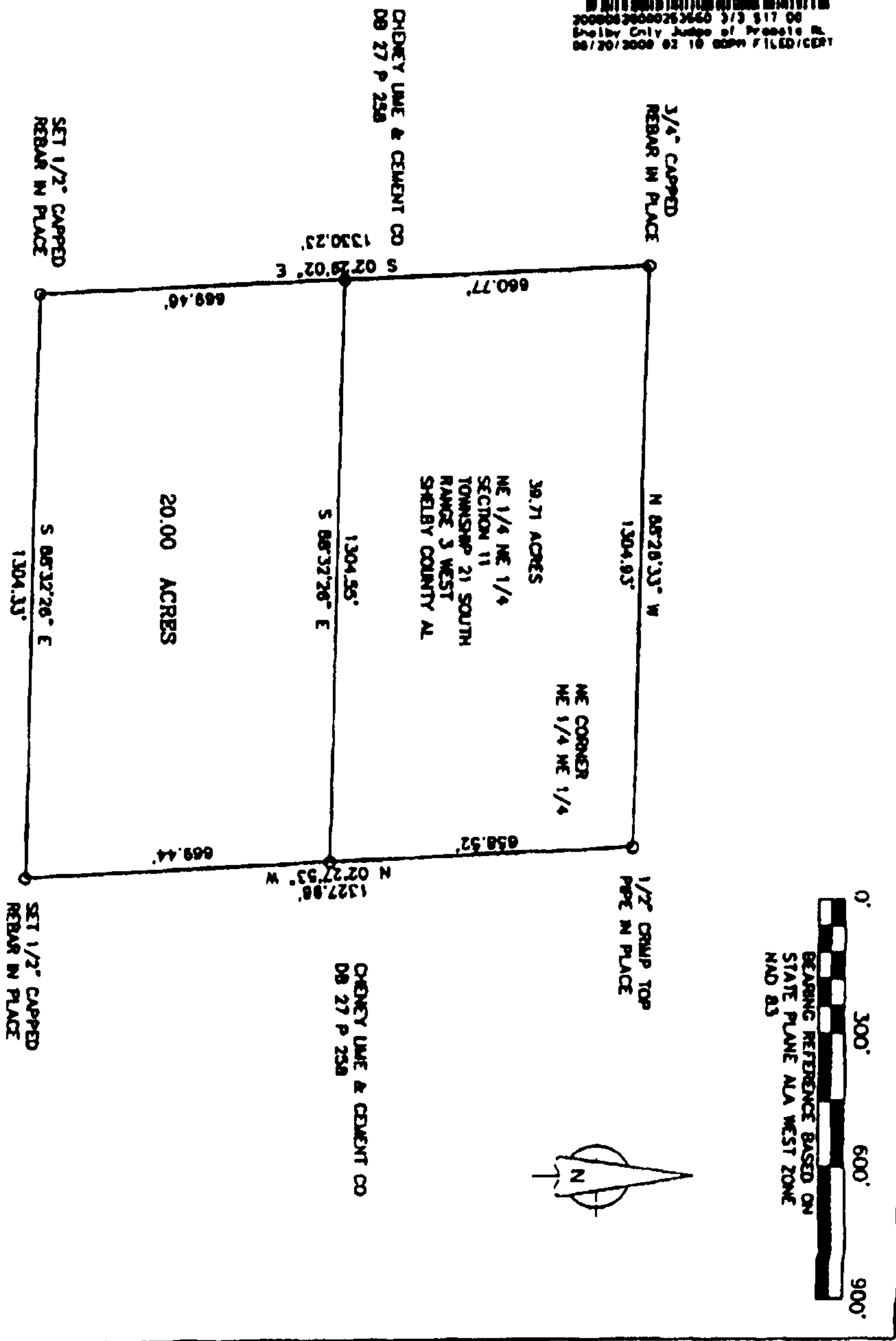
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David M. Frings, Mayor



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RAY & CHILKLAND, P.C.	
100 E. FRONT ST. SUITE 200	200 E. FRONT ST. SUITE 200
ALBUQUERQUE, ALABAMA 35009	ALBUQUERQUE, ALABAMA 35009
DATE	SCALE 1" = 300'
BOUNDARY	DATE