

## **OWNER'S AFFIDAVIT AND INDEMNITY**

Before me, the undersigned notary public, appeared **Loretta Harbin Duncan** and **Ellis Milton Duncan, Jr.** ("Affiants"), in their capacity as trustees of the Ellis Milton Duncan Family Trust, created under the terms of his Last Will and Testament dated March 21, 1997, in Probate Case # 37-054 (the "Owner"), who are personally known to me, who being duly sworn according to the law, depose and say on oath as follows:

1. The Owner is the owner of that certain real property (the "Property") described on Exhibit A. We have personal knowledge of the matters noted herein.


2. There are no defects, liens, encumbrances or other adverse matters affecting title, other than those disclosed in the deed.

3. No person is entitled to the right of possession or is in possession of the land, and the Owner's right to title and possession of the land is not in dispute or question.

4. No improvements or repairs have been made by the Owner to the Property during the ninety (90) days preceding the date hereof, and there are no outstanding bills incurred by the Owner for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection therewith. Affiants hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon the Property without exception therein as to any possible unfilled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, the Affiants and Owner do hereby, jointly and severally, agree to indemnify and hold Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon the Property, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall inure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

5. There are no pending suits, judgments, bankruptcies, executions, liens for past due taxes, municipal assessments, fire dues or similar encumbrances that could in any way affect the title to the Property, or constitute a lien thereon.

6. We certify that the Owner is not subject to any judgments, tax liens, court orders or a party to litigation (including insolvency proceedings) which would affect this transaction. We further certify that there are no municipal assessments, fire dues, library dues, and/or homeowners association dues owed at the present time that are not being paid in accordance with the closing of this transaction.

  
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7. The Owner has no present intention of filing bankruptcy under the U.S. Code, or insolvency under any state statutes, and the Owner is not currently in bankruptcy or the subject of a state insolvency statute.

8. No real estate brokers have been hired in connection with the transfer of the Property.

9. There is no unpaid or disputed real estate commission relating to the Property, and we have not received any written notice concerning any unpaid real estate commission which could give rise to a broker's lien under Section 35-11-450, *et seq.* Code of Alabama, 1975.

10. We are aware that this affidavit is made to induce Plantation Pipe Line Company, a Delaware corporation ("Purchaser") to purchase the Property and to induce Chicago Title Insurance Company and its agent, Land Title Company of Alabama, Inc., to issue its policy or policies insuring the Purchaser in the amount of the purchase price.

11. The foregoing representations and warranties are made by Affiants to the Purchaser and to Chicago Title Insurance Company and its agent, Land Title Company of Alabama, Inc., and may be relied upon by all of the foregoing parties.

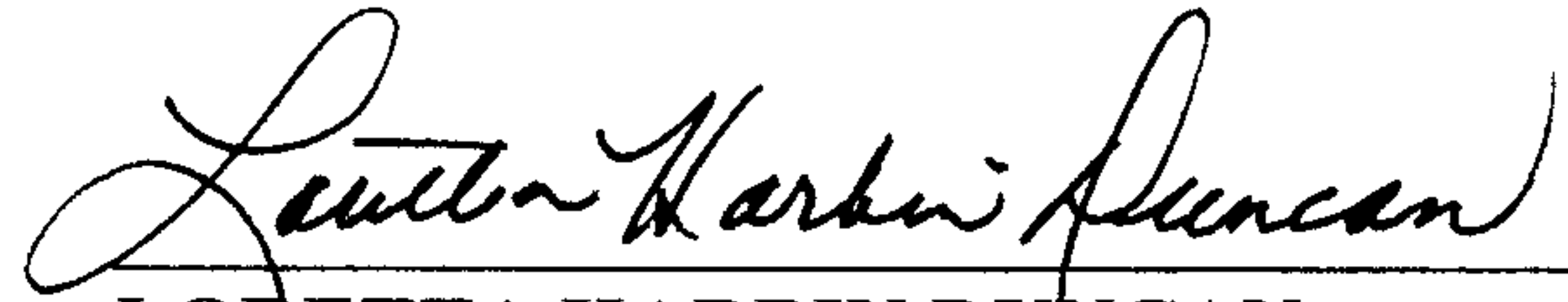
*[The remainder of this page left intentionally blank]*  
*[Signatures on following page]*



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IN WITNESS WHEREOF, Affiants have executed this Affidavit effective as of December \_\_\_\_\_, 2010.



**LORETTA HARBIN DUNCAN**, as trustee  
of the Ellis Milton Duncan Family Trust,  
created under the terms of his Last Will and  
Testament dated March 21, 1997, in Probate  
Case # 37-054



**ELLIS MILTON DUNCAN, JR.**, as trustee  
of the Ellis Milton Duncan Family Trust,  
created under the terms of his Last Will and  
Testament dated March 21, 1997, in Probate  
Case # 37-054

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Loretta Harbin Duncan and Ellis Milton Duncan, Jr., whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of December \_\_\_\_\_, 2010.

  
Notary Public

AFFIX SEAL

My commission expires: June 8, 2014



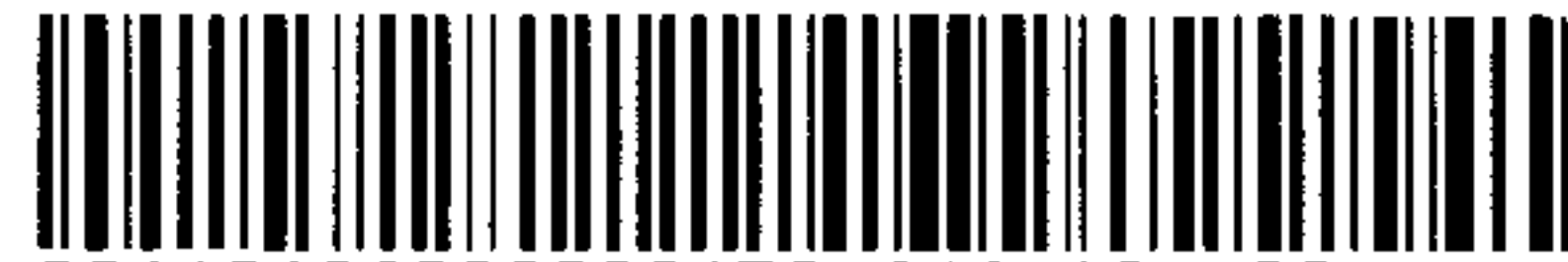
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## **EXHIBIT A**

### **Legal Description**

From the SE corner of the N 1/2 of the SE 1/4 of Section 15, Township 20 South, Range 3 West, run westerly along the South boundary line of said N 1/2 of the SE 1/4 of Section 15, Township 20 South, Range 3 West, for 871.46 feet to the point of beginning of the land herein described; thence turn an angle of 90° 20' to the right and run Northerly 366.22 feet to a point on the South right of way line of a 50 foot roadway; thence turn an angle of 103° 03' to the left and run Southwesterly 229.19 feet to the point of curve to the right, said curve having the following characteristics; intersection angle of 11° 11' 45", the radius being 1307.12 feet; and the length of curve being 255.51 feet; thence from point of curve run Southwesterly along the arc of said curve for 255.51 feet to the point of tangency; thence run Westerly along tangent of said curve 210.0 feet; thence turn an angle of 99° 03' to the left and run Southeasterly 89.5 feet; thence turn an angle of 36° 54' 30" to the left and run Southeasterly 281.63 feet to point on the South boundary line of the N 1/2 of the SE 1/4 of Section 15, Township 20 South, Range 3 West; thence run Easterly along the South boundary line of said N 1/2 of the SE 1/4 of Section 15, Township 20 South, Range 3 West for 460.45 feet, more or less, to the point of beginning. Being a part of the N 1/2 of the SE 1/4 of Section 15, Township 20 South, Range 3 West.

EXCEPT any of the above described property which lies West of the centerline of Prairie Branch.



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