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58-CV-2002-000659.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

**IN THE EIGHTEENTH JUDICIAL CIRCUIT COURT OF ALABAMA  
SHELBY COUNTY**

WANDA DAVIS and  
RODNEY E. DAVIS,

Plaintiffs,

v.

JACK J. PHILLIPS and  
PATRICIA PULLIAM PHILLIPS,

Defendants.

Case No. CV 2002-659

**AMENDED FINAL ORDER**

This matter came before the Court for consideration of the pending Motion for Summary Judgment (the "Motion") filed by defendants Jack J. Phillips and Patricia Pulliam Phillips (the "Phillipses") on the only remaining claim of plaintiffs Wanda Davis and Rodney E. Davis ("Rodney Davis", together with Wanda Davis, "the Davises"). The only matters remaining in this case and which are herein decided are (i) the Davises' claim for a prescriptive easement and (ii) the amount of damages due the Phillipses on their five-count counterclaim. This Court has reviewed the pleadings in the case and the applicable law and, for the reasons set forth more fully herein, hereby ORDERS, ADJUDGES AND DECREES that (i) the Davises have no viable claim for a prescriptive easement or any other form of property right, title or interest in the "Phillips Property" (as hereinafter defined), and (ii) that the issue of the damages owing to the Phillipses be resolved as agreed upon by Phillipses and the Davises as set forth hereinafter.

**Procedural Summary**

The Davises filed this action on May 22, 2002. The Phillipses filed an answer and a five-count counterclaim for, inter alia, trespass, nuisance, ejectment, and permanent



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injunction. The Davises did not file an answer to the Phillipses' counterclaim. On November 7, 2002, the Phillipses filed a motion for entry of default as to the five counts of their counterclaim against the Davises, and the Court granted that motion by order dated February 25, 2003. See Exhibit 1. In August 2003, the Phillipses filed a motion for partial summary judgment. In November 2003 the Davises filed an amended complaint adding a claim for a declaratory judgment that a prescriptive easement existed. On September 23, 2004, the Davises filed a motion for summary judgment on their claim in the amended complaint that the Claimed Easement Area (as defined hereinafter) was a public road.

On July 6, 2006, this Court entered an order pursuant to ARCP 54(b) which (i) granted the Phillipses' summary judgment on their motion, thereby disposing of all the Davises' claims except the claim for a prescriptive easement over the Claimed Easement Area and (ii) denied the Davises' motion for summary judgment. See Exhibit 2. The Davises filed a motion to alter, amend or vacate this Court's July 6, 2006 order, which motion this Court denied on June 14, 2007. See Exhibit 3. The Davises appealed the adverse summary judgment ruling to the Court of Civil Appeals of Alabama. Ultimately, on the Davises' motion, the Court of Civil Appeals dismissed the appeal. Copies of the July 13, 2007 Notice of Appeal and the September 18, 2007 Certificate of Judgment are attached hereto as Exhibits 4 and 5, respectively.

The only matters that remain before this Court are (i) the Davises' claim for a declaratory judgment for a prescriptive easement along the Claimed Easement Area, and (ii) the amount of damages owing the Phillipses on the five-count counterclaim.

### **Standard of Review**

Summary judgment is appropriate where there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. Rule 56, ALA.R.Civ.P.; *Wayne J. Griffin Elec., Inc. v. Dunn Constr. Co.*, 622 So. 2d 314, 316 (Ala. 1993). The burden is on the moving party to make a prima facie showing that there is no genuine issue of material fact and that it is entitled to a judgment as a matter of law. *Beddingfield v. Mullins Ins. Co.*, No. 1170143, 2018 WL 2997849, at \*4 (Ala. June 15, 2018) (citations omitted). In determining whether the movant has carried that burden, the court views the evidence in a light most favorable to the nonmoving party and draws all reasonable inferences in favor of that party. *Id.* "Once the movant makes a prima facie showing that there is no genuine issue of material fact, the burden then shifts to the nonmovant to produce 'substantial evidence' as to the existence of a genuine issue of material fact." *Id.*; see also *Wayne J. Griffin Elec., Inc.*, 622 So. 2d at 316. "Substantial evidence is evidence of such weight and quality that fair-minded persons in the exercise of impartial judgment can reasonably infer the existence of the fact sought to be proved." *Beddingfield*, No. 1170143, 2018 WL 2997849, at \*4 (Ala. June 15, 2018) (citations omitted).

### **Findings of Fact**

1. The Phillipses and the Davises own adjoining lands in Shelby County, Alabama ("Shelby County"). Maps showing the location of their respective properties are attached hereto as Exhibits 6 and 7.<sup>1</sup>

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<sup>1</sup> More particularly, a tax map of all the lands at issue is attached hereto as Exhibit 6, and a sketched map to which the findings of fact will refer is attached hereto as Exhibit 7.

2. The gravamen of this 2002 action has been the Davises' assertion of a legal basis to traverse portions of the Phillipses' land.

3. The property belonging to the Davises is not landlocked.

4. Rodney Davis owns a tract of real property located in Shelby County, which is more particularly described as follows:

South ½ of NW ¼ of Section 9, Township 20 South, Range 1 West, less and except that part of the SW ¼ of NW ¼ of said Section 9 lying North and West of Yellow Leaf Branch ("Davis Parcel 1").

Davis Parcel 1 is shown as "[1]" on Exhibit 7.

5. Davis Parcel 1 was conveyed to Rodney Davis via two deeds, each of which conveyed a one-half interest in Davis Parcel 1 to Rodney Davis. The first deed is dated September 19, 1986, and was recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") in Book 95, Page 645 on October 15, 1986 ("Deed #1"); the second is dated October 28, 1988, and was recorded in the Probate Office in Book 211, Page 557 on November 1, 1988 ("Deed #2"). Copies of Deed #1 and Deed #2 are attached hereto as Exhibits 8 and 9, respectively.

6. Pursuant to Deed #1 and a subsequent deed with the same date as Deed #1 (October 28, 1988), which deed was recorded in the Probate Office in Book 211, Page 560 on November 1, 1988 ("Deed #3"), Rodney Davis owns another parcel of land located in Shelby County, which is more particularly described as the "SW ¼ of NE ¼ of Section 9, Township 20 South, Range 1 West" ("Davis Parcel 2"). A copy of Deed #3 is attached hereto as Exhibit 10, and Davis Parcel 2 is shown as "[2]" on Exhibit 7. Davis Parcel 1 and Davis Parcel 2 adjoin and are collectively referred to as the "Davis Property".



7. The Phillipses own two adjoining parcels of land located in Shelby County. These parcels are situated in the NW ¼ of the SW ¼ of Section 9, Township 20 South, Range 1 West, and are more particularly described as follows:

Tracts 1 and 2, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map 13, Page 148, in the Probate Office (the "Phillips Property").

These parcels are shown as "[4]" on Exhibit 7.

8. Crossbrook Properties Third Sector<sup>2</sup> conveyed Tract 2 of the Phillips Property ("Tract 2") to Jack Phillips<sup>3</sup> by an August 3, 1990 deed that was recorded in the Probate Office in Book 305, Page 669 on August 16, 1990 ("Deed #4"). Tract 2 is the parcel comprising the right half of section "[4]" on Exhibit 7.

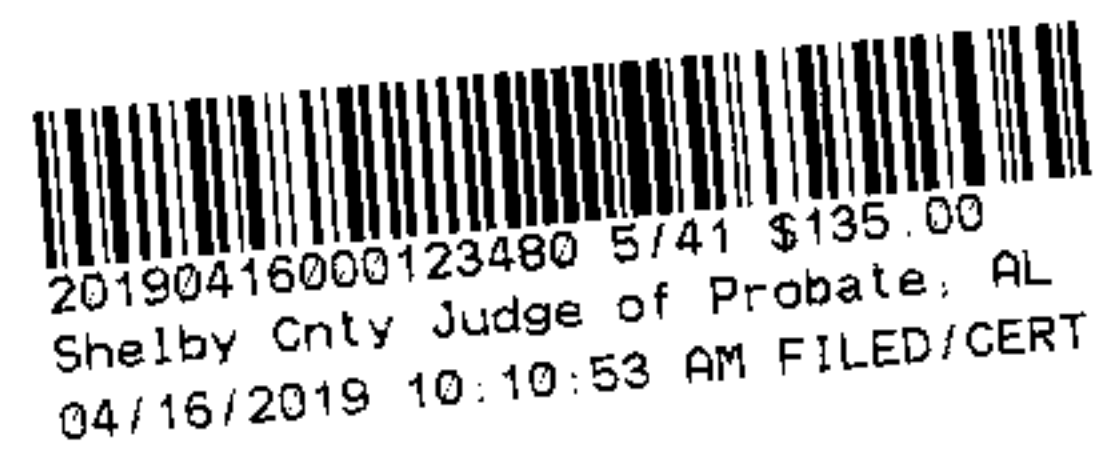
9. Crossbrook Properties Third Sector conveyed Tract 1 of the Phillips Property ("Tract 1") to Jack Phillips by a June 2, 1993 deed which deed was recorded in the Probate Office at Instrument Number 1993-16491 on June 8, 1993 ("Deed #5"). Tract 1 is the parcel comprising the west half of section "[4]" on Exhibit 7, and is the principal parcel across which the Davises claim a prescriptive easement. Copies of Deed #4 and Deed #5 are attached hereto as Exhibits 11 and 12, respectively.

10. Randall Goggans, a partner in Crossbrook Properties Third Sector, purchased Tract 1 and Tract 2 of the Phillips Property from Gulf States Paper Company

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<sup>2</sup> "Crossbrook Properties Third Sector" was an Alabama partnership formed by Randall Goggans and a partner.

<sup>3</sup> The initial conveyances of Tract 1 and Tract 2 were to Jack Phillips and his then-wife (now ex-wife) Johnnie Phillips. Title to Tract 1 and Tract 2 was subsequently conveyed to Jack Phillips and Patricia Phillips, the Phillipses herein. The chain of conveyances of the Phillips Property is not a disputed issue in this case, and both Tract 1 and Tract 2 are owned by Jack Phillips and Patricia Phillips, as joint tenants with right of survivorship.



("Gulf States") by a deed dated February 15, 1988, which deed was recorded in the Probate Office in Book 171, Page 847 on February 18, 1988 ("Deed #6"). A copy of Deed #6 is attached hereto as Exhibit 13.

11. Tract 1 and Tract 2 constitute the Phillipses' homestead.

12. Davis Parcel 1 and Davis Parcel 2 are situated entirely in the S  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of Section 9, Township 20 South, Range 1 West of Shelby County and are shown as "[1]" and "[2]" on Exhibit 7. The Phillips Property lies entirely in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 9, Township 20 South, Range 1 West of Shelby County, which is shown as "[4]" on Exhibit 7. The north border of the Phillips Property abuts the south border of a portion of the Davis Property.

13. On August 5, 1986, Gulf States conveyed the Davis Property to L.D. Joseph, the predecessor-in-interest of the Davis Property, to the Davises ("Deed #7"). A copy of Deed #7 is attached hereto as Exhibit 14. However, prior to such conveyance, the Davis Property and the Phillips Property were under the common ownership of Gulf States ("Deed #9"). See Tract Eight Subdivision map, which is dated August 1, 1986, was recorded in the Probate Office at Map Book 10, pages 21 and 22, and which is attached hereto as Exhibit 15.

14. A power line and a water line run parallel to the southern side of a disputed roadway that runs through the northeasterly portion of the Phillips Property to the Davis Property. The power line runs above-ground, and the water line runs below-ground. The power and water lines are referred to collectively as the "Utilities". Exhibit 6 depicts the road as double-dashed lines labeled the "Travel Path." The part of the road that runs through the Phillips Property is referred to hereinafter as the "Claimed Easement Area."

15. The Davises have not presented evidence sufficient to create a dispute of material fact as to the following:

- a) continuous and uninterrupted use of the Claimed Easement Area since 1982, e.g. the twenty years preceding the filing of this action;
- b) use of the Claimed Easement Area in a hostile or adverse manner to the Phillipses' ownership;
- c) exclusive use of the Claimed Easement Area; or
- d) actual or presumptive knowledge of the Phillipses' predecessors in interest of their use of the Claimed Easement Area.

16. The Davises have not presented any evidence that would show they have an easement by necessity.

### **Conclusions of Law**

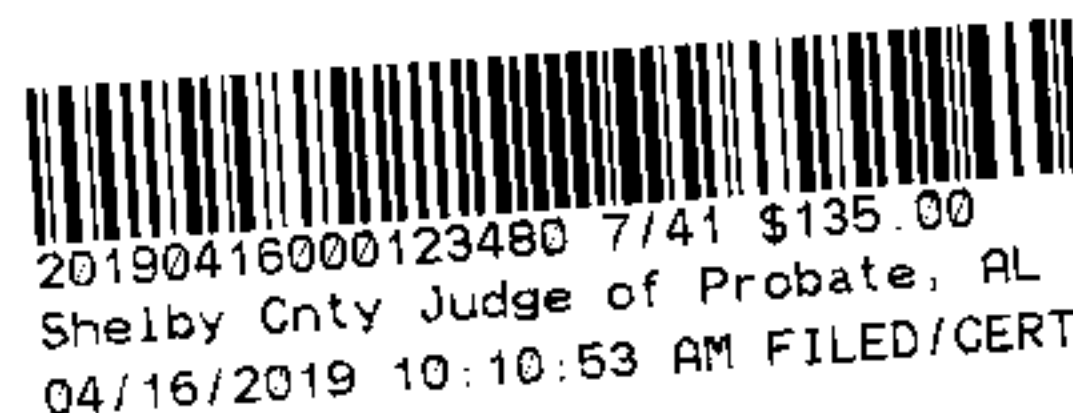
I. **The Davises do not have a Prescriptive Easement on the Claimed Easement Area.**

To establish an easement by prescription under Alabama law, the claimant

must use the premises over which the easement is claimed **for a period of twenty years or more**, adversely to the owner of the premises, under claim of right, exclusive, continuous and uninterrupted, with actual or presumptive knowledge of the owner. The presumption is that the use is permissive, and the claimant has the burden of proving that the use was adverse to the owner.

*Bull v. Salsman*, 435 So. 2d 27, 29 (Ala. 1983)(emphasis added).

In their pleadings and evidence submitted in the Motion, the Phillipses made a prima facie showing that there is no genuine issue of material fact that the Davises did not (a) adversely use the property, (b) for a period of twenty years, (c) under an exclusive, continuous and uninterrupted claim of right, and (d) that the Phillipses (or the Phillipses and their predecessors in interest) had actual or presumptive knowledge of such use.



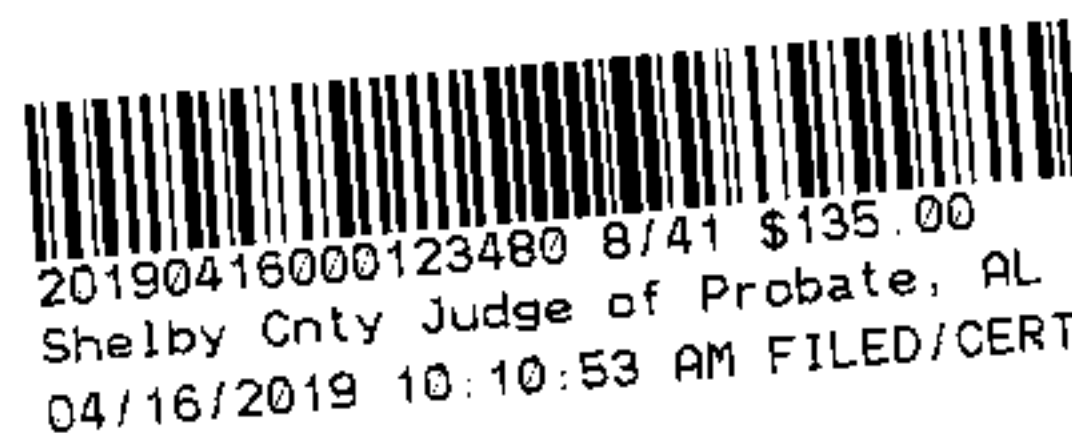


The burden then shifted to the Davises to produce substantial evidence as to the existence of a genuine issue of material fact.

The Davises did not submit evidence in response to the Motion that creates a genuine issue of material fact as to whether they (a) adversely used the property, (b) for a period of twenty years, (c) under an exclusive, continuous and uninterrupted claim of right, and (d) that the Phillipses (or the Phillipses and their predecessors in interest) had actual or presumptive knowledge of such use. Therefore, this Court finds as a matter of law the Davises have not established a right to a prescriptive easement over the Claimed Easement Area and hereby grants the Motion. See *Bull v. Salsman*, 435 So. 2d at 29. This Court also finds that the Davises did not present evidence of or establish that they have an easement by necessity.

**II. The Resolution of the Phillipses' Claim for Damages on their Five-Count Counterclaim.**

The Davises and the Phillipses have represented to the Court that they have reached an agreement to resolve the issue of damages owing to the Phillipses on their five-count counterclaim. In particular, the Phillipses, their heirs and assigns (collectively, the "Phillips Parties"), hereby grant the Davises, their heirs and assigns (collectively, the "Davis Parties") and whatever utility companies presently have material in use under, above and/or on portions of the Phillips Property a *license* to continue to use and operate the Utilities as they are currently located under, above and/or on portions of the Phillips Property (the "License"). The License is revocable, and the Phillips Parties may compel the Davis Parties to disconnect and remove the Utilities if (i) the Davis Parties misuse the rights granted them under the License, (ii) the Phillips Parties install improvements, pave or otherwise use the area over which the Utilities are located in a manner incompatible





with the continued existence of the Utilities, or (iii) the Phillips Parties subdivide or otherwise use the Phillips Property to create another residential lot or the Davis Parties attempt to make the Utilities available to another user.

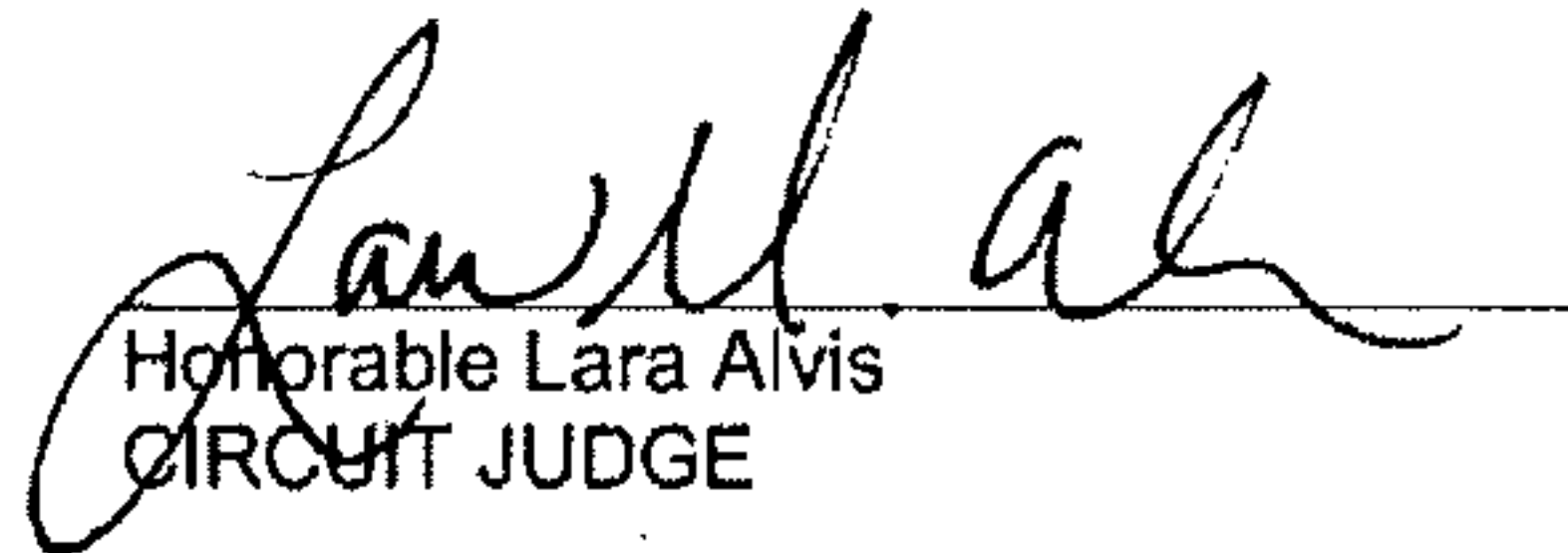
If the Phillips Parties revoke the License, they shall give the Davis Parties and the Utilities providers ninety (90) days written notice to take the necessary steps to remove the Utilities. The Davis Parties shall bear the expense of the removal of the Utilities. If the Davis Parties fail to timely disconnect and remove the Utilities, the Phillips Parties are hereby judicially authorized to contract with all necessary parties associated with the Utilities to terminate and remove same. In such case, the Davis Parties must reimburse the Phillips Parties for all costs incurred in taking such action, and a lien shall be placed on the Davis Property until such costs are reimbursed to the Phillips Parties by the Davis Parties in full.

The License allows the Davis Parties to maintain and use the Utilities only as they currently exist. The Davis Parties may maintain, repair and replace the Utilities, but only with the same form and size of utility line/pipe, etc. presently in place. In addition, the Utilities shall serve only the single house currently occupied by the Davis Parties. The License does not grant the Davis Parties the right to cut, clear or remove vegetation along the Utilities except in the limited circumstance in which the Davis Parties need to maintain, repair or replace an existing Utility. Should the Davis Parties seek to cut, clear or remove vegetation along the Utilities, they must give the Phillips Parties seven (7) days prior written notice of such work and limit any such work so as to have as little intrusion to the Phillips Property as possible. The Davis Parties shall replace all damaged improvements

caused by such work and shall re-groom and re-plant any area disturbed by such work with grasses and plants similar to those that existed before the work was commenced.


WHEREFORE this Court grants the Motion, orders that the Davis Parties have a revocable license subject to the conditions set forth herein and orders that the Phillipses' five-count counterclaim is dismissed with costs taxed as paid. Because there are no further justiciable issues before this Court, this order is made final pursuant to Rule 54(b). The Phillipses are hereby ordered to record a certified copy of this order in the Probate Office at their expense.


Done this 11<sup>th</sup> day of April, 2019.

  
Honorable Lara Alvis  
CIRCUIT JUDGE

Certified a true and correct copy

Date: 4-16-2019

  
Mary H. Harris Circuit Clerk  
Shelby County, Alabama

  
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Shelby Cnty Judge of Probate, AL  
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IN THE DISTRICT COURT OF SHELBY COUNTY

KAREN SAUTS ET AL VS JACK PHILLIPS ET AL

CALLEJO, FRANK C III  
CALLEJO & BOMERVILLE LLC  
11105 BIRCH  
BIRMINGHAM AL 35218CASE NUMBER: 03-7007-003-01  
PARTY NUMBER: 0001MOTION FOR ENTRY OF DEFAULT BY DEFENDANTS IS HEREBY GRANTED. CASE  
SET FOR DEFAULT TESTIMONY MARCH 16, 2003 AT 9:00 A.M.ISSUED ON: 02/15/2003 JUDGE: G. GAN REEVES  
SHELBY COURTHOUSE  
COLUMBIANA, AL 35051

(02/26/2003) LCL

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Shelby Cnty Judge of Probate, AL  
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EXHIBIT 1

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Page 1

IN THE CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA

WANDA DAVIS and RODNEY E.  
DAVIS,

Plaintiffs,

v.

Case No. CV-02-659

JACK J. PHILLIPS and PATRICIA  
PULLIAM PHILLIPS,

Defendants.

ORDER

This matter came before the Court for hearing on the motion for partial summary judgment of defendants Jack J. Phillips and his wife, Patricia Pulliam Phillips (collectively referred to hereinafter as the "Phillipses"), and on the motion for summary judgment filed by plaintiffs Wanda Davis and her husband, Rodney E. Davis (collectively referred to hereinafter as the "Davises"). In the Phillipses' motion for partial summary judgment, they seek summary judgment for the claims made against them by the Davises. The Davises seek summary judgment as to all matters in the case. After reviewing the pleadings in the case, the submissions in support of and opposing the summary judgment motions before this Court, the applicable law, and after considering the extensive oral arguments of the parties, the Court finds that for the reasons set forth herein, the Davises' motion for summary judgment is due to be DENIED, and the

EXHIBIT 2



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Phillipses' motion for partial summary judgment is due to be GRANTED.

The summary judgment granted in favor of the Phillipses' motion is qualified. In opposition to the Phillipses' motion for summary judgment, the Davises filed a submission claiming that the disputed roadway at issue is in fact a public roadway based on a plat that predates the recordation of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7, and 8 as recorded in Map Book 13, Page 148 (the "1989 Plat #2") in the Office of the Judge of Probate of Shelby County, Alabama. The 1989 Plat #2 is the plat by which the Phillipses acquired title to their lands at issue ("Tract #1" and "Tract #2" as defined hereafter). Thereafter, the Davises filed an amended complaint setting forth revised claims regarding the disputed roadway based on the earlier plats and/or the doctrine of prescription. This Court's order does not address issues relating to the Davises' claims based on prescription. The Davises' claims for prescription in their amended complaint are reserved for adjudication at a later date.

The Phillipses are the owners of two adjoining subdivided lots located in Shelby County, Alabama in the City of Chelaea. These lots are more particularly identified as "Tract 1" and "Tract 2", according to the 1989 Plat #2. Tract 1 and Tract



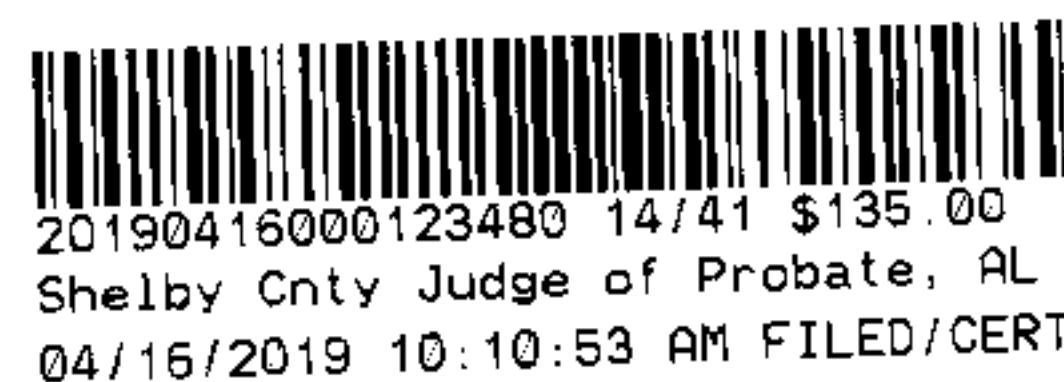
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2 are shown on a copy of the Plat attached hereto as Exhibit A. The Davises own property along the northern border of Tract 1 and Tract 2 (See Exhibit A). The gravamen of the Davises' claim is that they have a right of ingress and egress across Tract 1 and Tract 2 to access their land. The Phillipaes contest this claim.

In their original complaint the Davises claim a right to an easement over Tract 1 and Tract 2 by virtue of recorded rights thereto. In their amended complaint, the Davises assert that there exists a public road ("Woods Road") pursuant to a plat executed by Gulf States Paper Corporation ("Gulf States") recorded in Map Book 10 at Pages 21 and 22 in the Probate Office (the "1986 Plat"). The Davises also proffer the alternative theory that there is a roadway over Tract 1 and Tract 2 by prescription.

The area shown as Woods Road on the 1986 Plat is a series of two sided checked lines. There is no length or width description of the right of way. Moreover, there are no linear measurements, angles or any form of geographic reference for Woods Road, nor does the 1986 Plat contain a metes and bounds description specifying the location of Woods Road. While the 1986 Plat was approved and signed by the Shelby County Planning Commission (the "Planning Commission"), it contains no language



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evidencing that any public way is dedicated by virtue of the recordation of the plat.

On or about February 15, 1988, Gulf States conveyed Parcel G of the Tract 8 Subdivision (as created by the 1986 Plat) to Randall H. Goggans ("Goggans") as evidenced by the instrument recorded in the Probate Office in Book 171, Page 847. The land subject to this conveyance from Gulf States to Goggans contains Tract 1 and Tract 2. This conveyance contains no exception for a public way. Instead, the instrument reserves to Gulf States a sixty-foot (60') wide easement for ingress and egress over a section of land which virtually overlays with the area that the Davises are claiming to be the public way known as Woods Road.

In August of 1989, Goggans sought and received approval of a new subdivision Plat for Crossbrook Farms - Third Sector as evidenced by the plat recorded in the Probate Office in Map Book 13 at Page 94 (the "1989 Plat #1"). Subsequent to the approval of the 1989 Plat #1, Goggans resurveyed lots 1 through 5 and 7 and 8 thereof as 1989 Plat #2. The 1989 Plat #1, while on its face being a partial resurvey of the 1986 Plat, does not reference the vacation, creation or existence of a Woods Road. The 1989 Plat #1 as well as the 1989 Plat #2 do, however, denote a "60' Access Road Easement - Colonial Pipeline", which generally follows the Woods Road area from the 1986 Plat.

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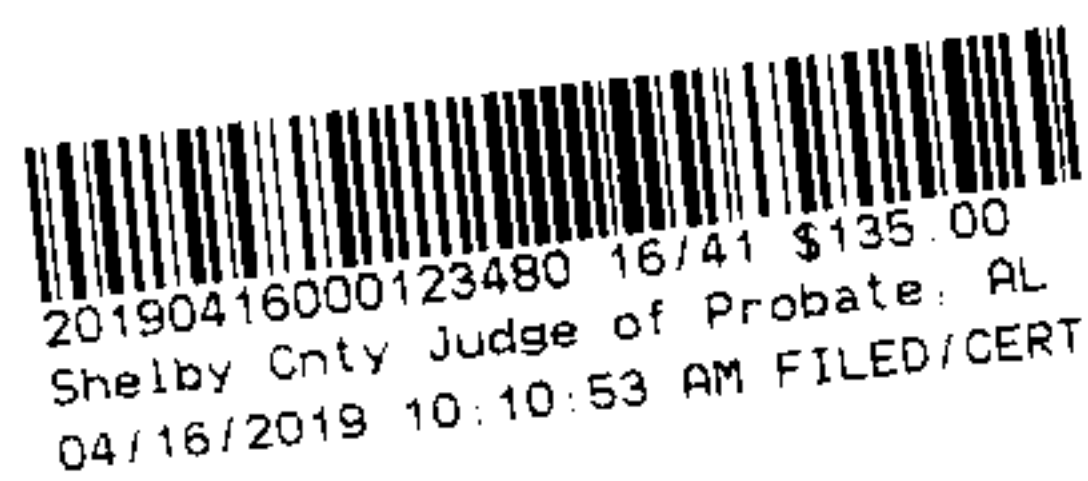
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As to the Davises' claim that the 1986 Plat effects a statutory dedication and acceptance of Woods Road as a public road, there are no disputed material facts. All of the matters at issue are questions of law. It is undisputed that there are no documents in the relevant chain of title that make reference to there being a public road known as Woods Road across Tract 1 or Tract 2. None of the deeds or other documents before this Court identify any such public road located on Tract 1 or Tract 2. Several post-1986 Plat documents evidence the existence of a private easement reserved by grantors. The grantors would have had no need for such a reservation if the 1986 Plat had effected the dedication of a public road.

Also compelling is the fact that the Davises have presented no evidence that any governmental entity has ever claimed Woods Road as a public road. "The burden of proof regarding the dedication of property to the public lies with the party asserting the dedication, and the dedication must be demonstrated by affirmative evidence." *Montbano v. City of Mountain Brook*, 653 So. 2d 947, 948 (Ala. 1995). The Davises carry the burden of proof in this instance and have failed to present any evidence indicating that a governmental entity has claimed Woods Road to be a public road. The 1989 Plat #2 shows no public road across the Phillipses' properties, but instead





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evidences a private easement in favor of a third party, Colonial Pipeline.

Alabama law is clear as to the requirements for a statutorily created public road by plat or map. Section 35-2-50 of the Code of Alabama (1975) requires that "such plat or map shall show the streets, alleys, and public grounds, and give the bearings, length, width and names of each street." (Emphasis added). The rough outline denominated as "Woods Road" on the 1986 Plat, without further description, does not comply with the requirements of Section 35-2-50 and cannot, as a matter of law, be deemed an act that creates the dedication of a public road. This conclusion is corroborated by the Planning Commission's subsequent recording of the 1989 Plat #1 without any reference to Woods Road.

Based on the foregoing, the Davises' motion for summary judgment is DENIED. The Phillipsses' motion for partial summary judgment is granted as to all claims in the initial complaint, and all claims in the amended complaint, except for the claim based on prescription. The Court expressly directs entry of this judgment pursuant to A.R.Civ.P.Rule 54(b), as the Court has determined that there is no just reason for delay in the entry of a final judgment in favor of Defendants as to all claims in Plaintiffs' original complaint and amended complaint, except for



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claims based on prescription. The remaining matters at issue before this Court are, therefore, the Davises' claim for a declaratory judgment for a prescriptive easement (in Count Five of the Amended Complaint), and the Phillippses' counterclaims.

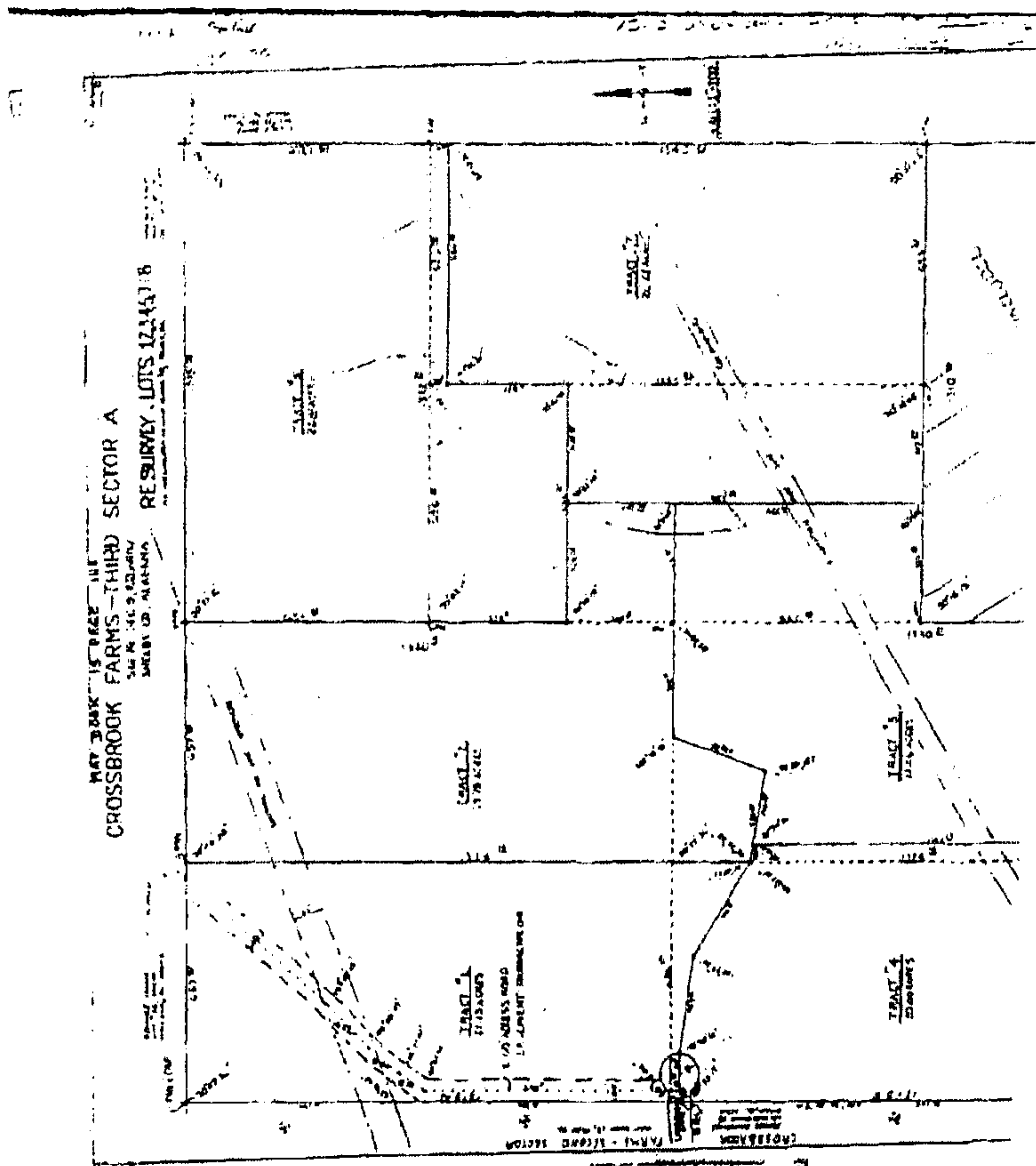
Done this 6th day of July, 2006.

  
Hub Harrington,  
Circuit Judge

c: All counsel of record



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## IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

WANDA DAVIS, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v	)	CIVIL ACTION NO.
	)	CV 2002-659
	)	
JACK J. PHILLIPS, et al.,	)	
	)	
Defendants	)	

ORDER

Having considered Plaintiffs' motion filed pursuant to A.R.Civ.P. Rule 59, and upon review of the prior submissions of the parties, it is ORDERED that Plaintiffs' motion is due to be, and it hereby is, DENIED. The Court's Order entered on July 12, 2006, is hereby ratified, and said Order shall remain in full force and effect.

A pre-trial/scheduling conference will be held at the request of either party. This case will be set for trial upon completion of discovery, or upon motion by either party.

DONE and ORDERED this 14th day of June, 2007.

s/Hab Harrington  
Circuit Judge

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Shelby Cnty Judge of Probate, AL  
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EXHIBIT 3



State of Alabama Unified Judicial System Form ABAP-1 (front) Rev. 1/97	<b>NOTICE OF APPEAL TO THE</b> (Check appropriate block) <input checked="" type="checkbox"/> <b>SUPREME COURT OF ALABAMA</b> <input type="checkbox"/> <b>COURT OF CIVIL APPEALS OF ALABAMA</b>	Civil Action Number: <b>CV-2002-000659</b>
IN THE <u>CIRCUIT</u> COURT OF <u>SHELBY</u> COUNTY, ALABAMA		
APPELLANT <b>WANDA DAVIS AND RODNEY E. DAVIS</b>		RECEIVED AND FILED MARY H. HARRIS
V. APPELLEE <b>JACK J. PHILLIPS AND PATRICIA PULLIAM PHILLIPS</b>		<b>JUL 13 2007</b>
TRIAL JUDGE <b>JUDGE HUB HARRINGTON</b>		CIRCUIT & DISTRICT COURT CLERK SHELBY CO.
DATE OF JUDGMENT: <b>JULY 6, 2006</b>		DATE OF POST-JUDGMENT ORDER: <b>JUNE 14, 2007</b>
NOTICE IS HEREBY GIVEN THAT <b>WANDA AND RODNEY E. DAVIS</b> appeal(s) to the above-named court from the <input checked="" type="checkbox"/> Final Judgment <input type="checkbox"/> Order <u>Denying Appellant Motion for Summary Judgment and Granting Appellee Motion for Summary Judgment</u> entered in this cause.		
CHECK THE PROPER DESCRIPTION OF THE APPEALED CASE UNDER THE APPROPRIATE COURT		
<b>SUPREME COURT</b> 1 <input type="checkbox"/> Summary Judgment, amount claimed more than \$50,000 2 <input type="checkbox"/> Judgment Amount exceeds \$50,000 3 <input type="checkbox"/> Amount Sought in trial court more than \$50,000, Judgment for defendant 4 <input type="checkbox"/> Equitable Relief, except for domestic relations 5 <input checked="" type="checkbox"/> Other: Declaration of a public road	<b>COURT OF CIVIL APPEALS</b> 1 <input type="checkbox"/> Summary Judgment, amount claimed \$50,000 or less 2 <input type="checkbox"/> Judgment Amount \$50,000 or less 3 <input type="checkbox"/> Amount Sought \$50,000 or less, judgment for defendant 4 <input type="checkbox"/> Workmen's Compensation 5 <input type="checkbox"/> Domestic Relations 6 <input type="checkbox"/> Other	
APPELLANT FILES WITH THIS NOTICE OF APPEAL:		
1. <input checked="" type="checkbox"/> Security for costs of appeal 2. <input type="checkbox"/> A supersedeas bond in the amount of \$ _____ 3. <input type="checkbox"/> Deposited cash security in the amount of \$ _____		
4. <input type="checkbox"/> is exempted by law from giving security for costs of appeal by virtue of _____		
Filed <u>7/13/07</u> (Date)	1300 Corporate Drive Address Birmingham, AL 35242 205.991.6367 Telephone Number	
CERTIFIED AS A TRUE COPY		
Circuit Clerk		
James W. Fuhrmeister, Esq. Appellant or Attorney for Appellant Email: jmf@allisonmay.com		
<b>SECURITY FOR COSTS</b> We hereby acknowledge ourselves security for costs of appeal. For the payment of all costs secured by this undertaking, we hereby waive our right of exemption as to personal property under the Constitution and laws of the State of Alabama.		
Executed with our seals this <u>13</u> day of <u>July</u> 2007		
Filed and approved <u>7-13-07</u> (Date)	<u>Rodney E. Davis Wanda Davis</u> (I.S.) Appellant/Principal By Counsel of Record	
Surety <u>James W. Fuhrmeister</u> (I.S.)		
Surety <u>Lindsey J. Allison</u> (I.S.)		
Circuit Clerk (Amended November 9, 1976; October 1, 1991)		
<b>SUPERSEDEAS BOND</b> We, the undersigned principal and sureties, hereby acknowledge ourselves bound unto _____ Dollars, for the payment of which we bind ourselves, and each other, our heirs, executors, (for amount of bond see Rule 8(a) and administrators jointly and severally, and as part of this undertaking we hereby waive our rights of exemption as to personal property under the Constitution and laws of the State of Alabama.		

EXHIBIT 4

20190416000123480 21/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

Form ARAP-1 (back)	Rev. 1/91	NOTICE OF APPEAL TO THE <input checked="" type="checkbox"/> Supreme Court of Alabama <input type="checkbox"/> Court of Civil Appeals of Alabama
--------------------	-----------	---

WHEREAS, the above-named appellee (s) recovered a judgment against appellant (s) for the sum of \_\_\_\_\_ Dollars (and the further acts or duty \_\_\_\_\_) (describing judgment in addition to or other than for money only) \_\_\_\_\_ Dollars, the costs in that behalf expended

NOW, therefore, the condition of the foregoing obligation is such that, if the appellant shall prosecute this appeal to effect, and satisfy such judgment, penalties, and costs including costs of appeal as may be rendered in this case, then the said obligation to be null and void, otherwise to remain in full force and effect.

Executed with our seals this \_\_\_\_\_ day of \_\_\_\_\_

Filed and approved \_\_\_\_\_ (Date) \_\_\_\_\_ (L.S.)  
Appellant-principal \_\_\_\_\_ (L.S.)  
Surety \_\_\_\_\_ (L.S.)  
Circuit Clerk \_\_\_\_\_ Surety \_\_\_\_\_ (L.S.)

EXECUTION OF JUDGMENT STAYED:  
Bond fixed at \$ \_\_\_\_\_ (L.S.)  
(Not required for money judgment only) \_\_\_\_\_ Circuit Judge

### DESIGNATION OF RECORD ON APPEAL

DESIGNATION OF CLERK'S RECORD: Appellant requests the clerk to include the following checked materials in the clerk's record:

1 <input type="checkbox"/> Complaint 2 <input type="checkbox"/> Answer 3 <input type="checkbox"/> Counter-claim 4 <input type="checkbox"/> Cross-Claim 5 <input type="checkbox"/> Third-party Complaint 6 <input type="checkbox"/> Third-party Answer 7 <input type="checkbox"/> Motion to dismiss 8 <input type="checkbox"/> Pretrial order	9 <input checked="" type="checkbox"/> Entire record (less those items set forth in Rule 10 (a)) 10 <input type="checkbox"/> Motion for summary judgment 11 <input type="checkbox"/> Opposition to motion for summary judgment 12 <input type="checkbox"/> Final (Judgment) (Order) 13 <input type="checkbox"/> Motion for New Trial 14 <input type="checkbox"/> Ruling on Motion 15 <input type="checkbox"/> Others: _____ 16 <input type="checkbox"/> Exhibit Number: _____
---	---

### TRANSCRIPT STATUS

☒ Transcript will not be ordered. (See Rule 10(b), ARAP.)  
☐ Transcript will be ordered. (See Rules 10(b)(2) and 11 (a)(2), ARAP.  
 Form 1A or 1B.) Court reporter(s): \_\_\_\_\_  
 No Court Reporter: \_\_\_\_\_

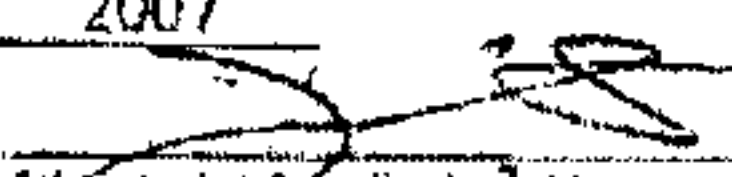
NOTE: If more than one court reporter was involved in this case, you must file a Transcript Purchase Order Form in compliance with Rules 10(b) and 11(c) Form 1A or 1B of the ARAP, for each court reporter.  
 (Amended October 1, 1991)

### CERTIFICATE OF FILING

I certify that I have this date filed with the clerk of the trial court the original and 8 copies of the foregoing notice of appeal (along with \$ 100 docket fee), and such other instruments as have been completed and included herein. A true copy of each of these items will be served by the clerk of the trial court on each of the following:

1) Clerk of the appellate court, (the \$ 100 docket fee shall be transmitted with this filing) or affidavit of hardship  
 2) Court Reporter  
 3) Counsel for appellee, or appellee if no counsel  
 Name Frank C. Galloway, III, Esq., 11 Oak Street, Birmingham, AL 35213, Laurie B. Sharp, Esq., P.O. Box 567,  
 Address Alabaster, AL 35007, Mike Atchison, Esq., 105 N. Main Street, Columbiana, AL 35051

DATED this 13 day of July, 2007

  
 Attorney for Appellant James W. Fuhrmeister

(Amended October 1, 1991)



20190416000123480 22/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

SUPPLEMENT TO NOTICE OF APPEAL TO THE  
SUPREME COURT OF ALABAMA

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

APPELLANT: WANDA DAVIS AND RODNEY E. DAVIS

V. APPELLEE: JACK J. PHILLIPS AND PATRICIA PULLIAM PHILLIPS

TRIAL JUDGE: JUDGE HUB HARRINGTON

DATE OF JUDGMENT: JULY 6, 2007 DATE OF POST-JUDGMENT ORDER: JUNE 14, 2007

ADDITIONAL ATTORNEYS OF RECORD FOR APPELLANT

Laurie Boston Sharp, Esq.  
P.O. Box 567  
Alabaster, AL 35007

Mike Atchison, Esq.  
109 North Main Street  
Columbiana, AL 35051



20190416000123480 23/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

STATE OF ALABAMA  
COURT OF CIVIL APPEALS



August 31, 2007

RECEIVED AND FILED  
MARY H. HARRIS  
SEP 18 2007  
CIRCUIT & DISTRICT  
COURT CLERK  
SHELBY CO.

2081015


Wanda Davis and Rodney E. Davis v. Jack J. Phillips and Patricia Pulliam Phillips  
(Appeal from Shelby Circuit Court: CV-02-659)

Certificate of Judgment

The appeal in this cause having been duly submitted, IT IS CONSIDERED, ORDERED, AND ADJUDGED that judgment be entered in this cause and said action is hereby dismissed on motion of appellant.

IT IS FURTHER ORDERED that the costs of appeal are taxed against the appellant(s) and sureties as provided by Rule 35, Alabama Rules of Appellate Procedure.

Witness, John H. Wilkerson, Jr., this 31st day of August, 2007.

  
John H. Wilkerson, Jr.  
Clerk, Court of Civil Appeals

ISSUED September 18, 2007


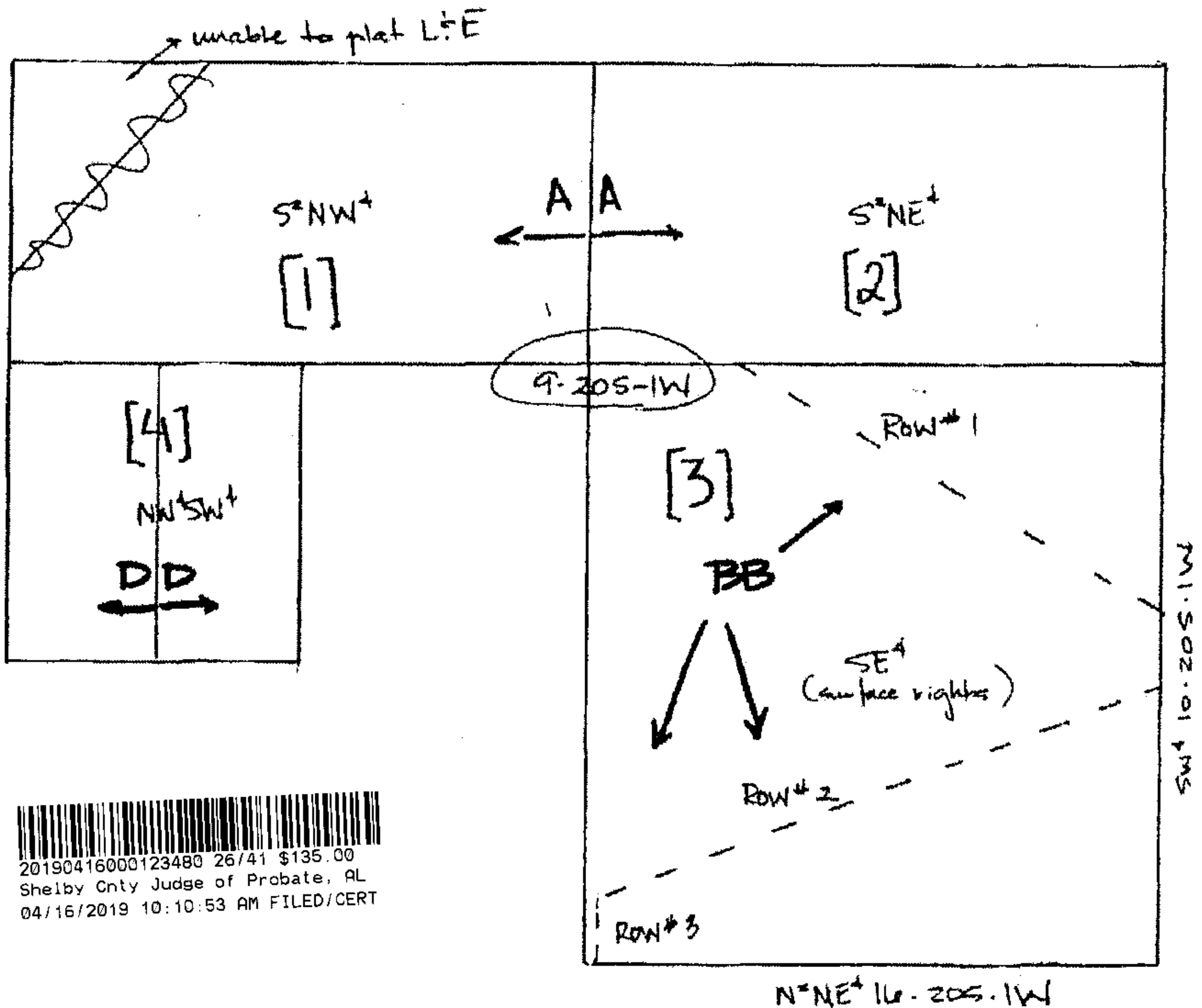
  
20190416000123480 24/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

EXHIBIT 5





20190416000123480 25/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT



20190416000123480 26/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

EXHIBIT 7

12345  
 This form is provided by the Alabama Judicial System

This document was prepared by:

12345  
 12345, 12345, AL 12345

Sent By Name to:

12345  
 12345, 12345, AL 12345

# WARRANTY DEED

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Thousand Dollars and other good and valuable consideration

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

L. Douglas Joseph

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

Andrew Davis

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

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND:

South 1/2 of NW 1/4 of Section 9, Township 20 South, Range 1 West

Also, AN UNDIVIDED ONE-FOURTH INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND:

South 1/2 of NE 1/4 of Section 9, Township 20 South, Range 1 West

All being situated in Shelby County, Alabama.

1 Deed Tax \$ 1.20

2 Mig Tax

3 Recording Fee 2.50

4 Intestment Fee 1.00

TOTAL 4.70

STATE OF ALABAMA  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

1986 OCT 15 PM 12:51

Shelby County, Alabama  
 Notary Public

12345  
 12345

This is not the homestead of the grantor.

TO HAVE AND TO HOLD TO THE SAID GRANTEE, his heirs or their heirs and assigns forever

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his heirs or their heirs and assigns, that I (we) are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise stated above, that I (we) have a good right to sell and convey the same or aforesaid, that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his heirs or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 19th day of September, 1986

\_\_\_\_\_  
 (Seal)

L. Douglas Joseph  
 L. Douglas Joseph

(Seal)

\_\_\_\_\_  
 (Seal)

(Seal)

\_\_\_\_\_  
 (Seal)

(Seal)

STATE OF ALABAMA

Shelby

COUNTY

General Acknowledgment

I, the undersigned authority  
 in said State, hereby certify that L. Douglas Joseph

a Notary Public in and for said County,

whose name(s) 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, he executed the same voluntarily on the day the same bear date

Given under my hand and official seal, this 19th day of September, 1986

Matthew A. Stogdeman  
 Notary Public



20190416000123480 27/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

EXHIBIT 8

27  
 This form furnished by **Columbia Title, Inc.** (205) 925-5500 (205) 925-5500  
 This instrument was prepared by \_\_\_\_\_ Sent this day to \_\_\_\_\_  
 (Name) L. Douglas Joseph (Name) \_\_\_\_\_  
 (Address) Shelby County, AL 35201 (Address) \_\_\_\_\_

## WARRANTY DEED

STATE OF ALABAMA }  
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$1.00 and the exchange of properties

to the undersigned grantor (whether one or more), in hand paid by the grantees herein, the receipt whereof is acknowledged, I or we,  
 L. Douglas Joseph

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

Rodney E. Davis

all my undivided interest in and to  
 therein referred to as grantees, whether one or more, the following described real estate, situated in  
 Shelby County, Alabama, to-wit:

The S 1/2 of NW 1/4 of Section 9, Township 20 South, Range 1 West,  
 less and except that part of the SW 1/4 of NW 1/4 of said Section 9  
 lying North and West of Yellow Leaf Branch, reserving, however, a 10  
 foot right of way for ingress and egress along the westerly line of  
 said parcel North and West of branch.

BOOK 211 PAGE 557

STATE OF ALABAMA  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

08 NOV -1 AM 9:59

Judge of Probate

1 Doc Fee \$ 1.00  
 2 M/L Fee \_\_\_\_\_  
 3 Recording Fee \$ 2.50  
 4 Indexing Fee \$ 1.00  
 TOTAL \$ 4.50

This is not the homestead of the grantor.

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 said grantee, his, her or 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 stated above; that I (we) have a good right to sell and convey the same as abovesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 28th  
 day of October, 19 88

\_\_\_\_\_  
 (Seal) L. Douglas Joseph (Seal)  
 L. Douglas Joseph  
 \_\_\_\_\_  
 (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (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 L. Douglas Joseph

whose name(s) 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, he executed the same voluntarily on the day the same bear date.

Given under my hand and official seal, this 28th day of October, 19 88.

My Comm. Expires \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

EXHIBIT 9



20190416000123480 28/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

320

3.2

The form furnished by

Cahaba Title, Inc.

Branch Office  
(205) 928-3400

(205) 928-1571

This instrument was prepared by

Name: Gail JonesAddress: ReColumbiana, AL 35951

Send This Notice to:

Printed

Address

## WARRANTY DEED

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS

That in consideration of \$1.00 and the exchange of property

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

L. Douglas JOSEPH and J. Anthony Joseph

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

Rodney E. Davis

our undivided interest in and to  
herein referred to as grantee, whether one or more, the following described real estate, situated in  
Shelby County, Alabama, to-wit:

The SW 1/4 of NE 1/4 of Section 9, Township 20 South, Range 1 West;

Also the West 14 acres of the SE 1/4 of NE 1/4 of Section 9, Township 20 South, Range 1 West, subject to a 30 foot right of way along the south line from the Southeast corner of said 14 acres and run westerly to the 60 foot gravel road designated by Gulf States Paper Corporation for ingress and egress to the public road.

211 NOV 5 1988

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 NOV -1 AM 10:01  
JUDGE OF PROBATE1. Deed Tax \$ 12.40  
2. Mfg. Tax  
3. Recording Fee 2.50  
4. Indexing Fee 1.11  
TOTAL 17.41

This is not the homestead of the grantors.

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 said grantee, his, her or 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 28th day of October 1988

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)  
(Seal)L. Douglas Joseph  
J. Anthony Joseph  
(Seal)  
(Seal)

STATE OF ALABAMA

Shelby

County }

General Acknowledgment

I, the undersigned authority  
in and State hereby certify thatL. Douglas Joseph and J. Anthony Joseph  
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 28th day of October 1988

My Commission Expires

Martha S. Figueroa  
Notary Public

EXHIBIT 10

20190416000123480 29/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT



This Instrument Prepared By:  
 James P. Burford, III  
 Attorney at Law  
 Suite 200, 100 Vastavia Office Park  
 Birmingham, Alabama 35216

Send Tax Notice To:

Jack J. Phillips  
 5162 Macintosh Road  
 Birmingham, AL 35242

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR  
 STATE OF ALABAMA }  
 COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eighty Two Thousand Five Hundred and No/100 Dollars (\$82,500.00), to the undersigned GRANTOR or GRANTORS in hand paid by the GRANTEE herein, the receipt of which is acknowledged, we, Crossbrook Properties Third Sector, an Alabama General Partnership (herein referred to as GRANTORS) do grant, bargain, sell and convey unto Jack J. Phillips and Johnnie H. Phillips (herein referred to as GRANTEE) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Tract 2, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map Book 13, Page 148 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Ad valorem taxes due in the year 1990 and thereafter. (2) Public utility easement as shown by recorded plat, including an 83 foot easement through North one half for Colonial Pipeline. (3) Declaration of Covenants, Conditions and Restrictions of Crossbrook Farms, Third Sector, Revised as recorded in Real 270, Page 717 and By-Laws relating thereto recorded in Real 170, Page 747; Articles of Incorporation of Crossbrook Third Sector Homeowners Association, Inc. as recorded in Real 270, Page 742 and Incorporation Book 40, Page 456 in Probate Office. (4) Easement to Colonial Pipeline Co. as shown by instrument recorded in Deed Book 224, Page 477 and supplemental amendment agreement as recorded in Deed Book 267, Page 205 in Probate Office. (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 171, Page 847 in Probate Office. (6) Subdivision is to provide for construction of single family residences only, as shown by recorded plat. (7) Easement to Plantation Pipeline Co. as shown by instrument recorded in Deed Book 254, Page 515 in Probate Office. (8) Easement to Alabama Power Company as shown by instrument recorded in Real 270, Page 199 in Probate Office. (9) Restrictions, covenants and conditions, easements and rights of way to be recorded. (10) Reservation as to easement for ingress and egress as set out in Real 171, Page 847 in Probate Office.

Crossbrook Properties Third Sector, an Alabama General Partnership, is comprised solely of Randall H. Goggans and J. C. Hearn Co., Inc.

To HAVE AND TO HOLD to the said GRANTEE for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and

EXHIBIT 11

20190416000123480 30/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Crossbrook Properties Third Sector, an Alabama General Partnership, by J. C. Hearn Co., Inc., by John C. Hearn, its President and Randall H. Goggans, its partner, who are authorized to execute this conveyance, have hereunto set their signatures and seals, this the 5 day of July, 1990.

CROSSBROOK PROPERTIES THIRD  
SECTOR, an Alabama General  
Partnership

J. C. HEARN CO., INC.,  
its Partner

BY:

John C. Hearn  
John C. Hearn  
Its President

BY:

Randall H. Goggans  
Randall H. Goggans  
Its Partner

STATE OF California  
COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for said County in said state, hereby certify that John C. Hearn, whose name as President of J. C. Hearn Co., Inc., partner of Crossbrook Properties Third Sector, an Alabama General Partnership, 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 said conveyance, he, as President of J. C. Hearn Co., Inc., Partner of Crossbrook Properties Third Sector, an Alabama General Partnership, executed the same voluntarily for and as the act of said corporation for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 5 day of July, 1990.



Christina R. Gallego  
Notary Public

My Commission Expires: Jan 22, 1993

BOOK 305 670

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans, whose name as partner of Crossbrook Properties Third Sector, an Alabama General Partnership, 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 said conveyance, he, as Partner of Crossbrook Properties Third Sector, an Alabama General Partnership, executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 3 day of August, 1990.

STATE OF ALA SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 AUG 16 AM 10:11

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

21-80  
3-80  
1-00  
97-80

20190416000123480 31/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

This instrument Prepared By:  
James P. Burford, III  
Suite 200, 100 Vestavia Office Park  
Birmingham, Alabama 35216

Send Tax Notice To:

JACK PHILLIPS  
5112 Meadowbrook Road  
Huntsville, AL 35892

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA )  
SHELBY COUNTY ) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixty-Nine Thousand Seven Hundred Ninety-Five and No/100 Dollars (\$69,795.00) comprised of exchange of property valued at Thirty-Three Thousand Five Hundred and No/100 Dollars (\$33,500.00) plus cash of Thirty-Six Thousand Two Hundred Ninety-Five and No/100 Dollars (\$36,295.00) to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt of which is acknowledged, we, CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP, (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JACK J. PHILLIPS and JOHNNIE M. PHILLIPS (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivors of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Taxes due in the year 1993 and thereafter; (2) Public utility easements as shown by recorded plat, including 83 feet for Colonial Pipeline and 60 feet for access road; (3) Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 270, Page 717 and Map Book 13, Pages 94 and 148 in Probate Office; (4) Right(s)-of-Way(s) granted to Colonial Pipeline by instrument(s) recorded in Real 224, Page 477 and Supplemental Agreement as recorded in Real 267, Page 205 in Probate Office; (5) Easement(s) to Alabama Power Company as shown by instrument recorded as instrument #1992-26803 in Probate Office; (6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 171, Page 842 in Probate Office; (7) Rights of others to use of private access easements as recorded in Real 270, Page 717 in Probate Office.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivors of them in fee simple, for and during the joint lives of the survivors, and upon the death of either of the survivors, then to the survivor of the survivors in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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, CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP has set its hand and seal, this 1 day of JUNE, 1993.

Inst # 1993-16491

06/08/1993-16491  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DJS KJH H.30

20190416000123480 32/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

EXHIBIT 12



CROSSBROOK PROPERTIES THIRD  
SECTOR, AN ALABAMA GENERAL  
PARTNERSHIP

By: Randall H. Goggans  
Randall H. Goggans  
Its: General Partner

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name as General Partner of CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP, 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 said conveyance, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and seal this 2 day of JUNE, 1993.

[Signature]  
Notary Public  
My Commission Expires: 3-1-94

20190416000123480 33/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

EXHIBIT A CROSSBROOK TO PHILLIPS (DEED)

Tract 1, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map Book 13 page 148, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also, rights to use of easement for ingress and egress described as follows:

From the SW Corner of Section 9, Township 20 South, Range 1 West, run thence North along the West boundary of said Section 9 a distance of 1295.47 feet to the point of beginning of the centerline of a 60.0 foot road easement; thence turn 90 deg. 26 min. 49 sec. right and run 72.50 feet to the radius point of a 100.0 foot cul-de-sac; thence continue along said course a distance of 50.0 feet; thence turn 06 deg. 51 min. 40 sec. right and run 263.0 feet; thence turn 21 deg. 32 min. 30 sec. right and run 313.37 feet; thence turn 20 deg. 17 min. 14 sec. left and run 250.97 feet; thence turn 77 deg. 48 min. 06 sec. left and run 270.90 feet; thence turn 68 deg. 52 min. 26 sec. right and run 310.0 feet; thence turn 89 deg. 30 min. 45 sec. left and run 705.07 feet to a radius point of a 100.0 foot cul-de-sac; thence turn 180 deg. 00 min. right and run 1370.15 feet to the radius point of a 100.0 foot

cul-de-sac; thence turn 90 deg. 15 min. 13 sec. left and run 695.31 feet to the radius point of a 100.0 foot cul-de-sac, said point and cul-de-sac being the termination point of herein described easement.

Inst # 1993-16491

06/08/1993-16491  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
992 11.20

20190416000123480 34/41 \$135.00  
Shelby Cnty Judge of Probate: AL  
04/16/2019 10:10:53 AM FILED/CERT



Page 1 of 2

This instrument prepared by:

Name: Norman W. Lipscomb

Address: 1400 River Road, N.E.

Tuscaloosa, Alabama, 35404

Source of Title:

Book: Page:

Book: Page:

## STATUTORY WARRANTY DEED

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the exchange of like kind lands conveyed by RANDALL H. COGGANS to GULF STATES PAPER CORPORATION, the receipt of which is hereby acknowledged, the undersigned GRANTOR, GULF STATES PAPER CORPORATION, has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto RANDALL H. COGGANS, the following described tracts or parcels of land lying and being in Shelby County, Alabama and more particularly founded and described as follows:

## SURFACE RIGHTS ONLY TO:

Parcel C of Tract Eight Subdivision, as recorded in Map Book 10 pages 21 and 22 in the Probate Office of Shelby County, Alabama, being described as follows: SW 1/4, Section 9, Township 20 South, Range 1 West, Shelby County, Alabama.

GRANTOR RESERVES unto itself, its successors or assigns, a sixty (60) foot wide right-of-way easement for ingress and egress along the existing primary gravel and chert road that was built and maintained by Grantor across the SW 1/4 of SE 1/4 and E 1/2 of SE 1/4, Section 8, Township 20 South, Range 1 West; and the NW 1/4 of SW 1/4, Section 9, Township 20 South, Range 1 West, all in Shelby County, Alabama. Grantee shall have the right to vary the present location of the existing road in a reasonable manner provided there is no reduction in the quality and utility of access to the segments of said road in the N 1/2 of NE 1/4, Section 17, Township 20 South, Range 1 West and the S 1/2 of NW 1/4, Section 9, Township 20 South, Range 1 West, all in Shelby County, Alabama.

GRANTOR ALSO RESERVES unto itself, its successors or assigns, a sixty (60) foot wide right-of-way easement for ingress and egress along the existing woods road across the SE 1/4 of SW 1/4, Section 9, Township 20 South, Range 1 West, Shelby County, Alabama. Grantee shall have the right to vary the present location of the existing road in a reasonable manner provided there is no reduction in the quality and utility of access to the SW 1/4 of SE 1/4, Section 9, Township 20 South, Range 1 West and the NE 1/4 of NW 1/4, Section 16, Township 20 South, Range 1 West, all in Shelby County, Alabama.

\$168,857.00 of the purchase price recited above, was paid from a mortgage loan simultaneously herewith.

*First At. Bank, B'ham*

EXHIBIT 13

20190416000123480 35/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

Page 2 of 2

REAL ESTATE  
**FIRST ALABAMA BANK**  
 BIRMINGHAM  
 P. O. BOX 10247  
 BIRMINGHAM, ALABAMA 35202

SUBJECT TO all rights-of-way and easements that may be of record or in evidence through use.

SUBJECT TO all planning, zoning, health and other governmental regulations, if any, affecting subject property.

GRANTOR RESERVES unto itself, its successors or assigns, all oil, gas, mineral and mining rights that it may own.

TO HAVE AND TO HOLD, the aforementioned premises to the said RANDALL H. GOGGANS, his heirs and assigns forever.

IN WITNESS WHEREOF, the said GULF STATES PAPER CORPORATION has hereunto set its signature by F. T. Hixon, its Vice President, Natural Resources and Wood Products, who is duly authorized on this the 15<sup>th</sup> day of February, 1988.

ATTEST:

GULF STATES PAPER CORPORATION

By: F. T. Hixon  
 F. T. Hixon, Vice President  
 Natural Resources and Wood Products

STATE OF ALABAMA )  
 TUSCALOOSA COUNTY )

I, Judy C. King, a Notary Public in and for said county, in said state, hereby certify that F. T. Hixon, whose name as Vice President, Natural Resources and Wood Products, of GULF STATES PAPER CORPORATION, a corporation, 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, 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 15<sup>th</sup> day of February, 1988.

Judy C. King  
 Notary Public

My commission expires:  
8-18-90

Ad Valorem Tax Notice regarding the subject real estate, should be delivered to: Randall H. Goggans  
 750 Olde Towne Road  
 Birmingham, AL 35216

STATE OF ALA. SMITH  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

88 FEB 18 AM 9:44

J. J. O. Smith  
 JUDGE OF PROBATE

1. Land Tax \$ 38.00  
 2. Mfg. Tax         
 3. Recording Fee 5.00  
 4. Notary Fee 1.00  
 TOTAL \$44.00

20190416000123480 36/41 \$135.00  
 Shelby Cnty Judge of Probate, AL  
 04/16/2019 10:10:53 AM FILED/CERT

Page 1 of 2

This instrument prepared by:

Name: Norman W. Lineback	00	9	SEC	7	8
Address: 1400 River Road, N.E.	S 1/2	N 1/2	9	208	1W
Tuscaloosa, Alabama, 35404					
Source of Title:					
Book:					
Page:					

S. mo 00

## STATUTORY WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the exchange of like kind lands conveyed by L. DOUGLAS JOSEPH to GULF STATES PAPER CORPORATION, the receipt of which is hereby acknowledged, the undersigned GRANTOR, GULF STATES PAPER CORPORATION, has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto L. DOUGLAS JOSEPH, the following described tracts or parcels of land lying and being in Shelby County, Alabama and more particularly bounded and described as follows:

## SURFACE RIGHTS ONLY TO:

S 1/2 of N 1/2, Section 9, Township 20 South, Range 1 West, Shelby County, Alabama.

GRANTOR RESERVES unto itself, its successors or assigns, a sixty (60) foot right-of-way, being thirty (30) feet on each side of the centerline of the GRANTOR's existing primary gravel road across the S 1/2 of N 1/2, Section 9, Township 20 South, Range 1 West, Shelby County, Alabama, provided however, GRANTEE shall have the right to vary the present location in a reasonable manner that will benefit both the GRANTOR and GRANTEE, their agents, assigns and successors. This right of rerouting of road is contingent upon GRANTEE providing an access road of equal quality and utility to the NW 1/4 of SW 1/4 and NW 1/4 of SE 1/4, Section 9, Township 20 South, Range 1 West, Shelby County, Alabama.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

SUBJECT TO all planning, zoning, health and other governmental regulations, if any, affecting subject property.

GRANTOR RESERVES unto itself, its successors or assigns, all oil, gas, mineral and mining rights that it may own.

TO HAVE AND TO HOLD, the aforementioned premises to the said L. DOUGLAS JOSEPH, his heirs and assigns forever.

RE: Box 95  
Columbiana, AL  
35051

EXHIBIT 14



20190416000123480 37/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

Page 2 of 2

IN WITNESS WHEREOF, the said GULF STATES PAPER CORPORATION has hereunto set its signature by F. T. Hixon, its General Manager, Harwood Group, who is duly authorized on this the 5<sup>th</sup> day of August, 1986.

ATTEST:

[Signature]  
Its Assistant Secretary

GULF STATES PAPER CORPORATION

By: [Signature]  
F. T. Hixon, General Manager  
Harwood Group

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

I, Judy C. Graves, a Notary Public in and for said county, in said state, hereby certify that F. T. Hixon, whose name as General Manager, Harwood Group, of GULF STATES PAPER CORPORATION, a corporation, 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, 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 5<sup>th</sup> day of August, 1986.

[Signature]  
Notary Public

My commission expires:  
5-17-86

Ad Valorem Tax Notice regarding the subject real estate, should be delivered to: L. Douglas Joseph  
c/o Shelby County Logging, Inc.  
Rt. 1, Box 95  
Oxford, AL 35051



20190416000123480 38/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT

RESOLUTION ADOPTED  
BY BOARD OF DIRECTORS OF  
GULF STATES PAPER CORPORATION

May 20, 1986

SALES OF COMPANY LANDS

BE IT RESOLVED, That J. W. Warner as Chairman of the Board and Chief Executive Officer, Joe Warner as President and Chief Operating Officer, and F. T. Rison as General Manager, Harwood Group, or any one of them, are hereby authorized and empowered, on such terms and conditions as they may deem proper, to enter into, execute and deliver deeds, contracts, grants and other instruments selling, conveying or transferring land of the Corporation or any interest therein; it being the intention of this Board to authorize the designated officers to carry out such acts, without further approval of the Board of Directors, as a part of their regular duties; giving full power and authority unto each of said officers to do any and all things necessary and appropriate in exercising the power and authority herein given.

BOOK 684 PAGE 803

STATE OF ALA. SECRETARY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 AUG -6 PM 2:10

*William H. [Signature]*  
NOTARY PUBLIC

Certified to be a true and exact copy of resolution adopted at meeting of Board of Directors of Gulf States Paper Corporation on May 20, 1986.

Dated this 5<sup>th</sup> day of August, 1986.

*Donald L. [Signature]*  
Assistant Secretary

1. Doc. fee \$ 2.00  
2. Not. fee 7.50  
3. Recording fee 1.00  
4. Indexing fee 13.50  
TOTAL



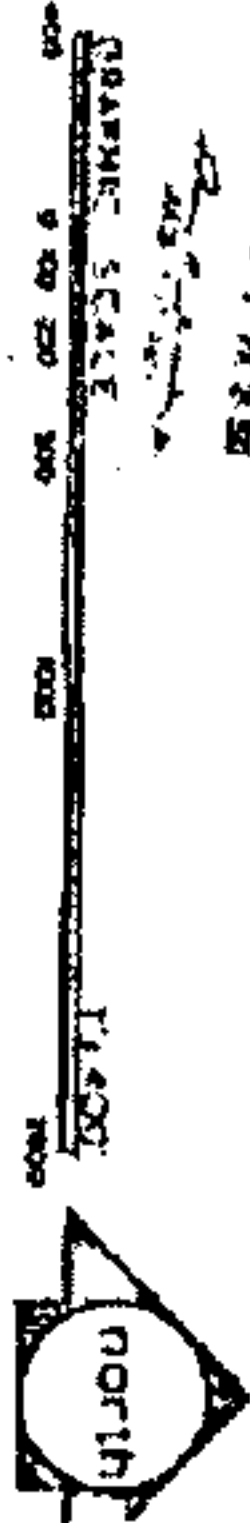
20190416000123480 39/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT



MAP Book 10 Page 31

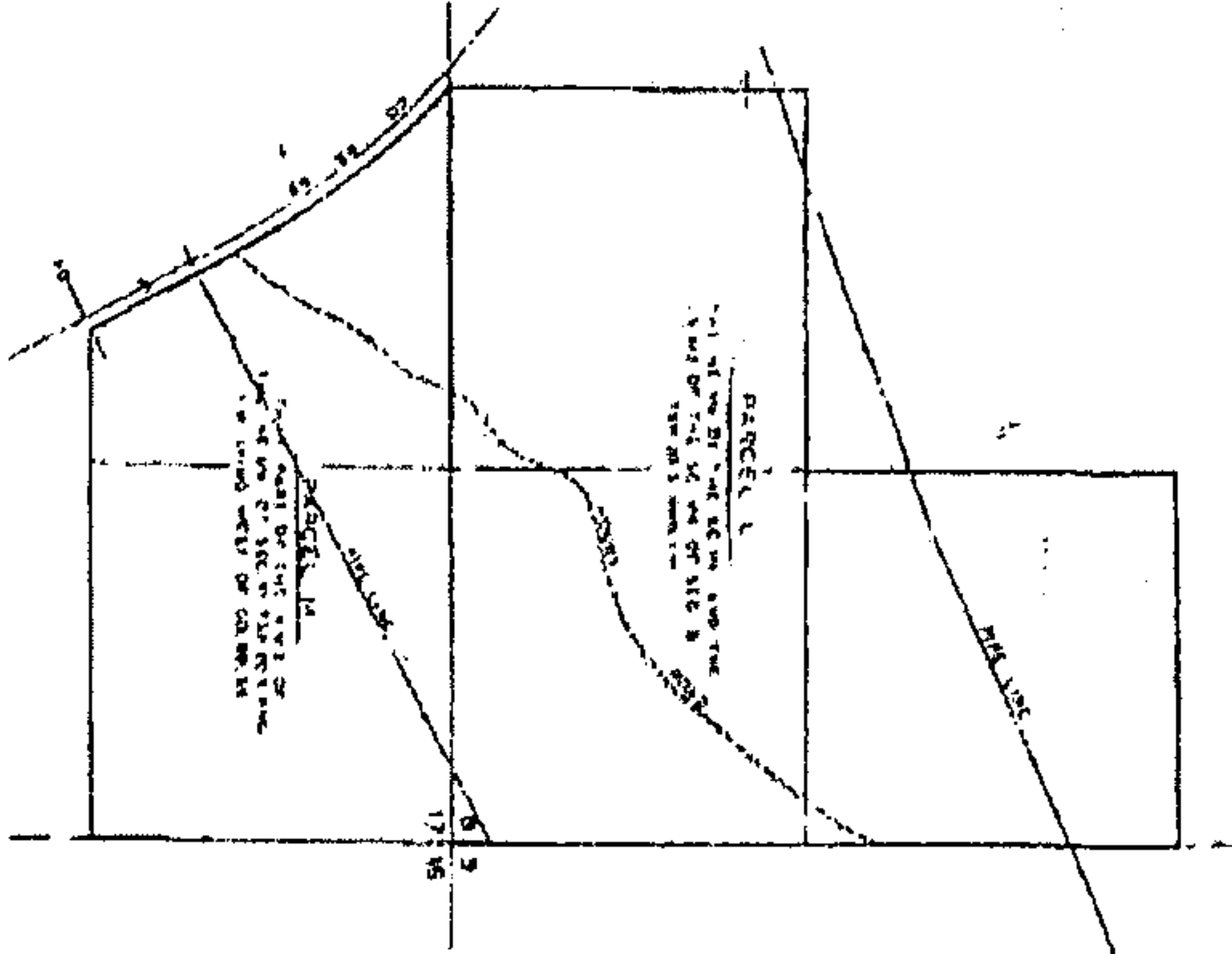
30

CL



# TRACT EIGHT SUBDIVISION

PREPARED BY  
GULF STATES PAPER CORPORATION  
P.O. BOX 3498 TUSCALOOSA, ALABAMA 35602



This plat prepared by the Planning Commission of Shelby County, Alabama on this 20th day of August, 1984.

Shelby County Planning Commission  
in 11.8.84

This land proposed to be subdivided is located in the 1st Sec of T1N, R10E, S10.

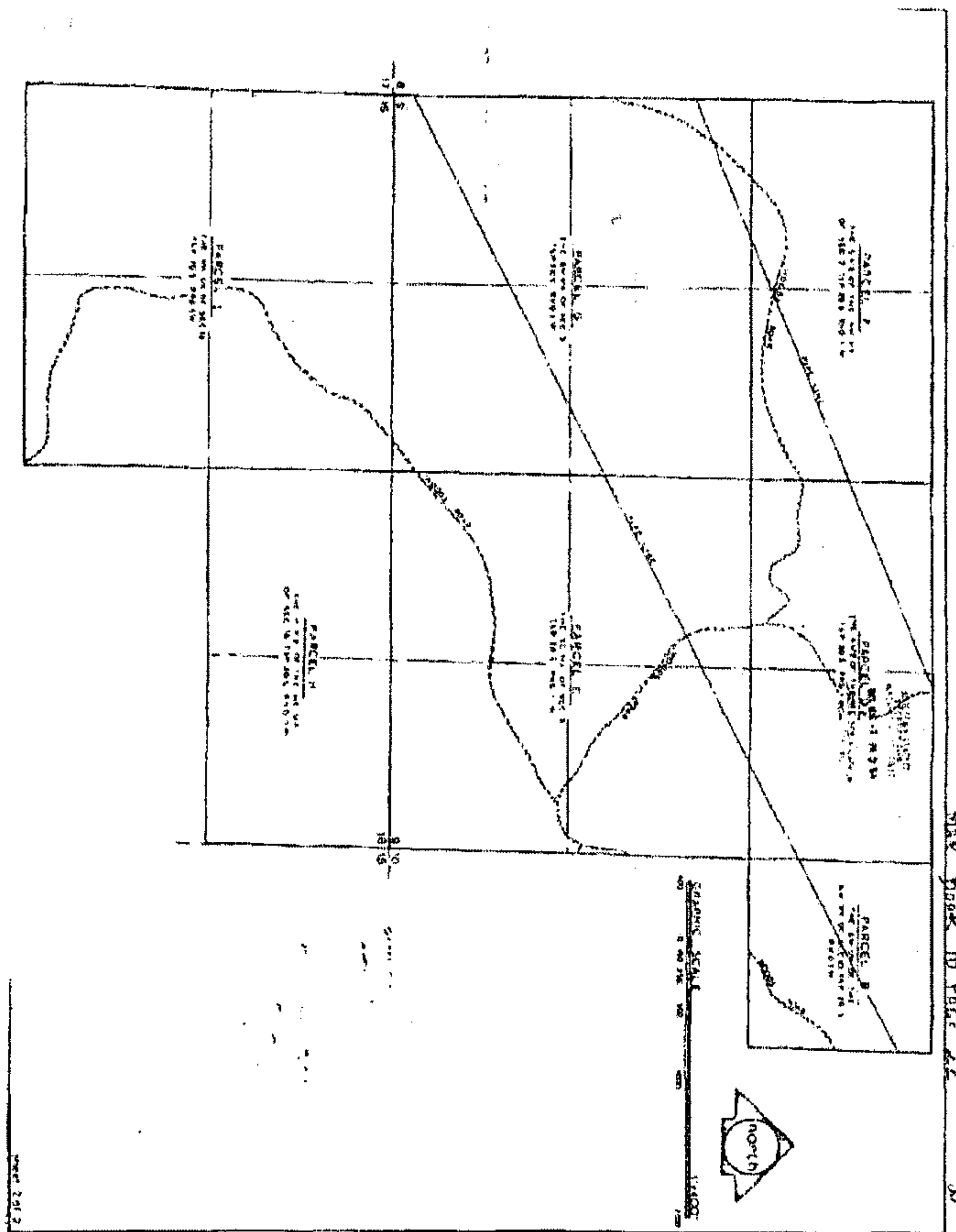
Shelby County  
Ordinary Surveyor  
Shelby County Auditor

STATE OF ALABAMA  
SHELBY COUNTY  
I, the undersigned, County Auditor of Shelby County, Alabama, do hereby certify that the foregoing is a true and correct copy of the original plat of the Tract Eight Subdivision, as the same appears on the records of the County Auditor's Office, and that the same has been duly recorded in the public records of the County Auditor's Office, and that the same is a true and correct copy of the original plat of the Tract Eight Subdivision, as the same appears on the records of the County Auditor's Office, and that the same has been duly recorded in the public records of the County Auditor's Office.

Shelby County  
Ordinary Surveyor  
Shelby County Auditor

EXHIBIT 15

20190416000123480 40/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT



20190416000123480 41/41 \$135.00  
Shelby Cnty Judge of Probate, AL  
04/16/2019 10:10:53 AM FILED/CERT