

*Certification
Of
Annexation Ordinance*

20250113000010760 1/13 \$58.00
Shelby Cnty Judge of Probate, AL
01/13/2025 08:13:25 AM FILED/CERT

Ordinance Number: **X-2024-11-19-1006**

Property Owner(s): **Robert McLeroy**

Property: **Portion of Parcel ID #15 7 35 0 000 017.000**

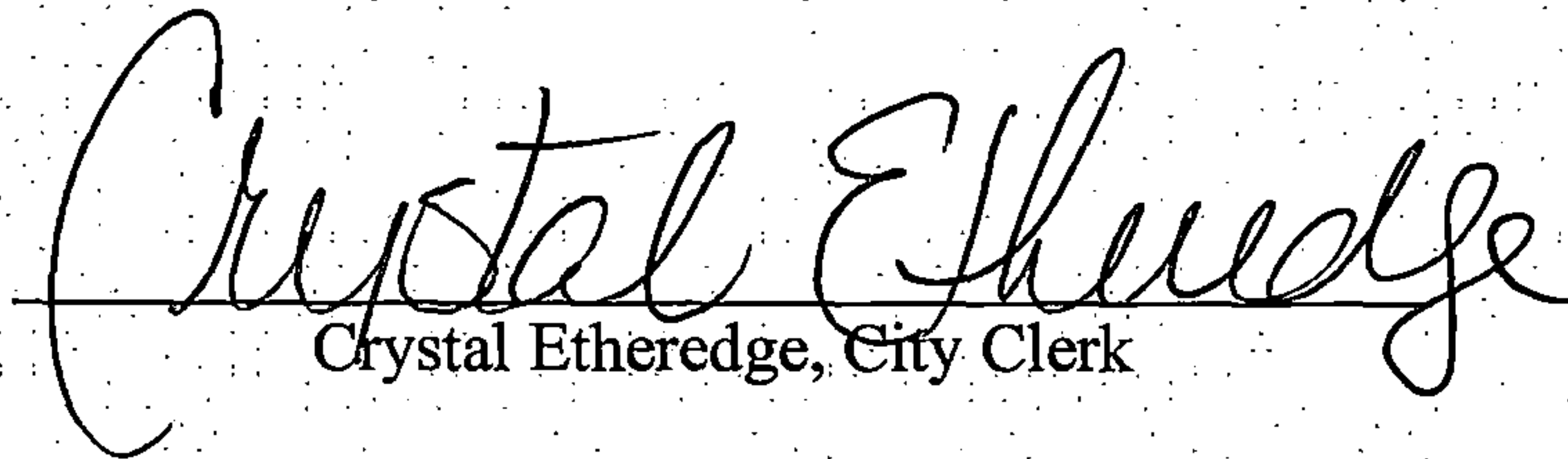
I, Crystal Etheredge, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at the special called council meeting held on November 19th, 2024 and as same appears in minutes of record of said meeting, and published by posting copies thereof on November 20th, 2024, at the public places listed below, which copies remained posted for five business days (through November 27th, 2024).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043

U.S. Post Office, Highway 280, Chelsea, Alabama 35043

Chelsea Public Library, Highway 280, Chelsea, Alabama 35043

City of Chelsea Website - www.cityofchelsea.com


Crystal Etheredge, City Clerk

City of Chelsea, Alabama

20250113000010760 2/13 \$58.00
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Ordinance Number: **X-2024-11-19-1006**

Property Owner(s): **Robert McLeroy**

Property: **Portion of Parcel ID #15 7 35 0 000 017.000**

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, the attached written petition (as Exhibit A) that the above-noted property be annexed to The City of Chelsea has been filed with the Chelsea City Clerk; and

Whereas, said petition has been signed by the owner(s) of said property; and

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

Whereas, said property is contiguous to the corporate limits of Chelsea;

Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality; and

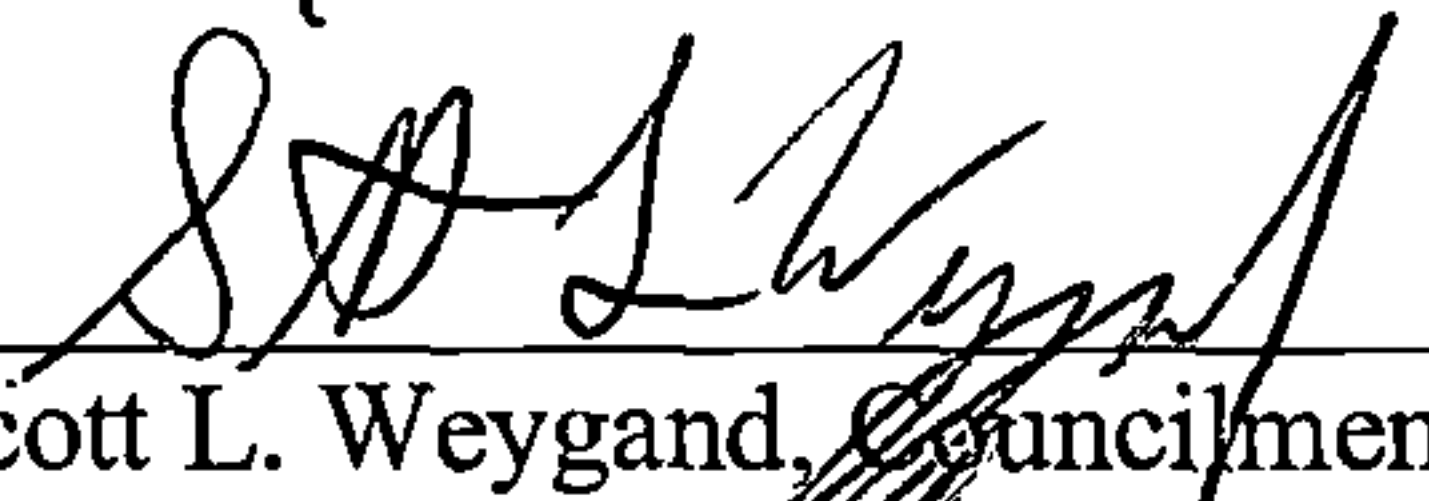
Whereas, even though said properties are located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Columbiana overlap, the said properties are less than equidistance from the respective corporate limits of Chelsea and Columbiana (i.e., it is closer to the corporate limits of Chelsea than to the corporate limits of Columbiana).

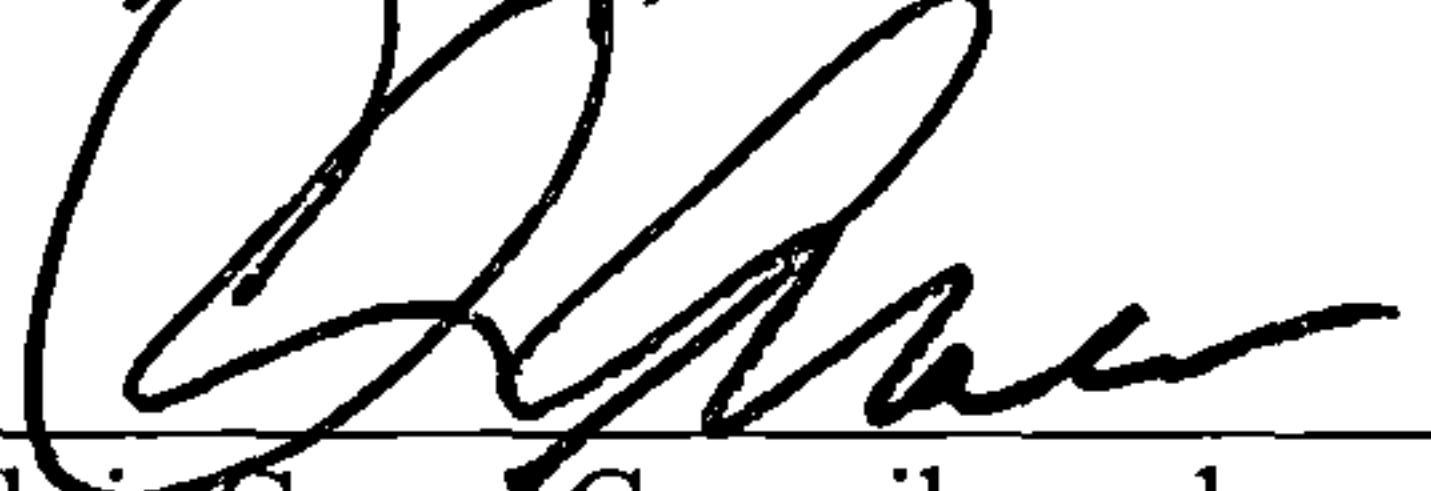
Therefore, be it ordained that the City Council of the City of Chelsea assents to the said annexation: and

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

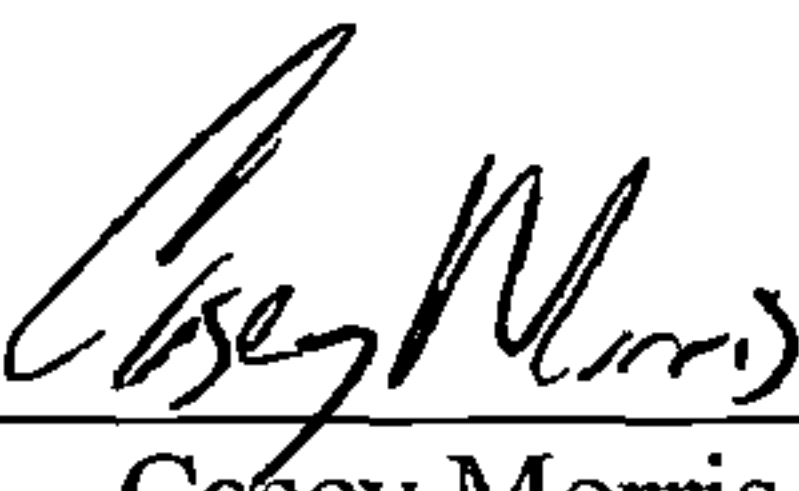

Tony Picklesimer, Mayor


Cody Sumners, Councilmember


Scott L. Weygand, Councilmember


Chris Grace, Councilmember


Arthur Fisher, Jr., Councilmember


Casey Morris, Councilmember

Petition Exhibit B



20250113000010760 3/13 \$58.00
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Ordinance Number: **X-2024-11-19-1006**

Property Owner(s): **Robert McLeroy**

Property: **Portion of Parcel ID #15 7 35 0 000 017.000**

Property Description

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit B), recorded in Instrument #20240119000014650 and is filed with the Shelby County Probate Judge.

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

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

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Parcel I

County of Shelby
State of Alabama

A part of the NW ¼ of the NE ¼ of Section 2, T21S, R1W, Shelby County, Alabama and more particularly described as follows:

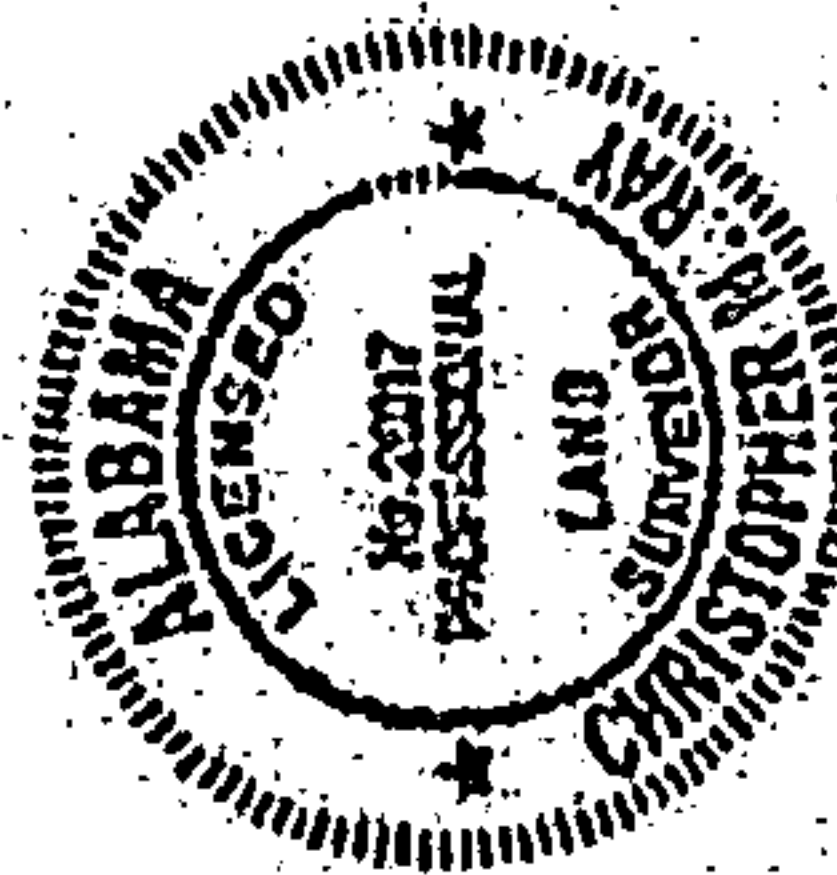
Begin at the NE Corner, of the NW ¼ of the NE ¼ of Section 2, T21S, R1W, Shelby County, Alabama; thence S 88°49'35" W along the North Line of Said ¼ - ¼ a distance of 1013.84'; thence S 09°41'26" W a distance of 40.76'; thence S 29°30'39" E a distance of 44.15'; thence S 54°50'28" E a distance of 141.41'; thence N 88°49'35" E a distance of 882.13'; thence N 00°25'04" E a distance of 162.73' to the point of beginning.

I, Christopher M. Ray, a Registered Land Surveyor in the State of Alabama, (or drawing) have been completed in accordance with the requirements in the State of Alabama, being more particularly described as follows:

the Northeast corner of the Northwest one-fourth of the Northeast one-eighth section, Shelby County, Alabama, said point being the point of beginning of said quarter-quarter section for a distance of 878.77 feet to the centerline of an existing driveway and along the centerline of said driveway for a distance of 89.83 feet thence proceed North 12° 52' 55" East along the centerline of an 80 foot easement for a distance of 34.44 feet along the centerline of an 80 foot easement for a distance of 37.37 feet; thence proceed North 41° 04' 05" West a distance of 36.95 feet; the centerline of an 80 foot easement for a distance of 36.95 feet; the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 44.15 feet; thence proceed North 09° 41' 26" East for a distance of 40.75 feet to the centerline of an 80 foot easement or a distance of 40.75 feet to the section; thence proceed North 88° 49' 35" East along the North boundary of said section for a distance of 1013.84 feet to the point of beginning.

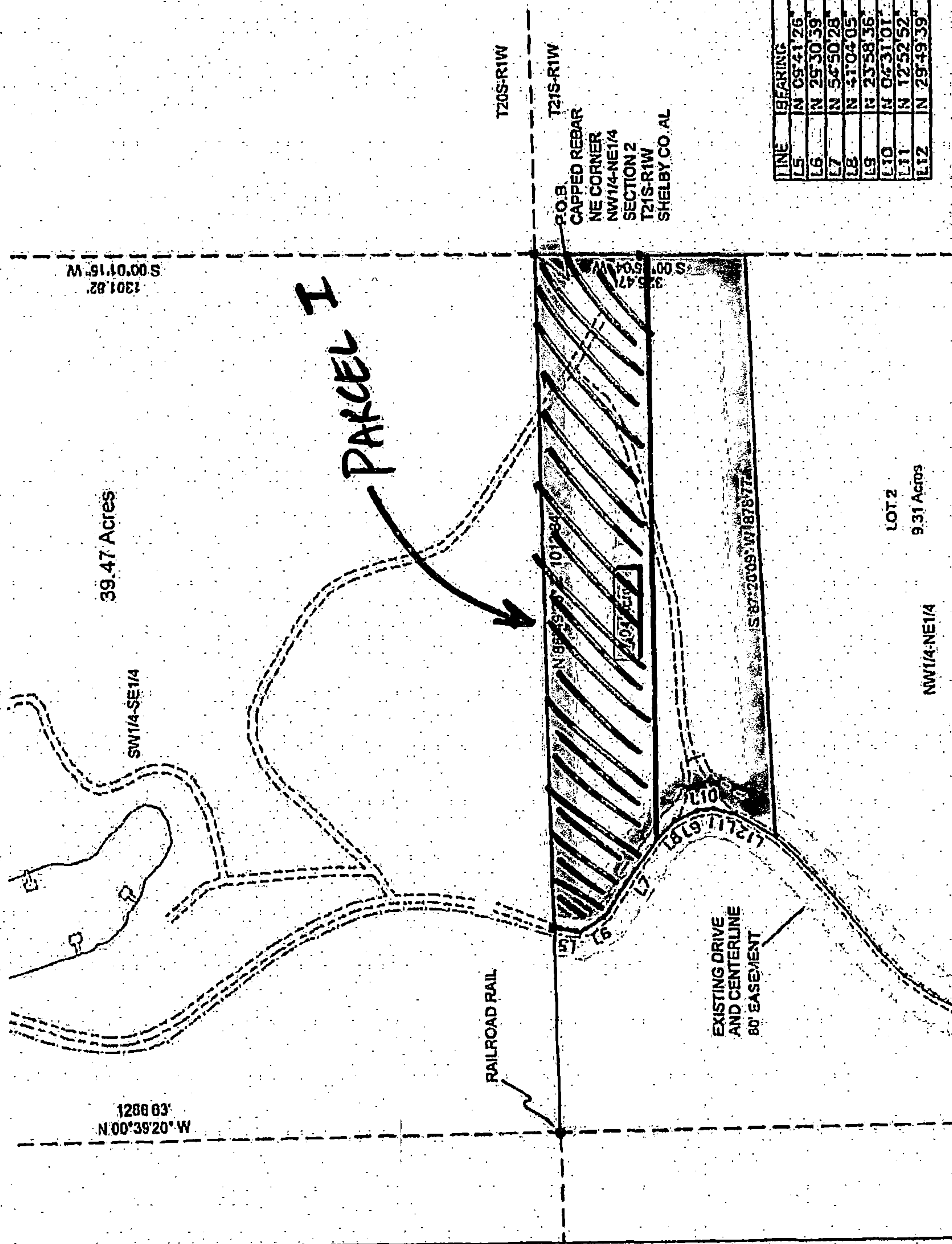
The above described land is located in the Northwest one-fourth of U South, Shelby County, Alabama, and contains 7.04 a. According to my survey this is 21st day of August, 2024.

Christopher M. Fox, Atty. Reg. No. 2507
Ray and Gulland, P. C., Atty. Reg. No. CA-0114-LS



LINE	BEARING	DISTANCE
15	N 08°41'26" E	40.76
16	N 29°30'39" W	44.15
17	N 56°50'28" W	148.04
18	N 41°04'05" W	36.95
19	N 23°58'36" W	37.37
20	N 06°31'01" W	26.79
21	N 12°52'52" E	34.44
22	N 20°10'10" E	169.83

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01/13/2025 08:13:25 AM FILED/CERT



20240917000289780 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
09/17/2024 11:12:34 AM FILED/CERT

RESOLUTION 09-24-01
AN RESOLUTION TO DE-ANNEX PROPERTY

WHEREAS, Rob McLeroy, has asked the City of Columbiana, Alabama, as required by §§ 11-42-200 through 11-42-211, Code of Alabama 1975, as amended, requesting that the property hereinafter described be de-annexed out of the municipality of the City of Columbiana, Alabama.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBIANA, ALABAMA, AS FOLLOWS:

1. That the City of Columbiana, Alabama, does adopt this Resolution assenting to the de-annexation of the following described property to the municipality of the City of Columbiana:

In the Vicinity of Chelsea Road and Weaver Creek Road:

See Lot 1 on Exhibit A.

Said Lot containing 7.04 acres, more or less. See legal description on Exhibit C.

2. That the corporate limits of the City of Columbiana, Alabama, be reduced and rearranged so as to exclude such property, and such property shall no longer be a part of the corporate area of such municipality upon the date of publication or posting of this Resolution, as provided for in the Code of Alabama as cited above.

3. That the City Clerk be and is hereby authorized and directed to file a copy of this Resolution, including an accurate description of the property being de-annexed, together with a map of the said property showing its relationship to the corporate limits of the City of Columbiana, Alabama, to which said property is being de-annexed, in the office of the Judge of Probate of Shelby County, Alabama.

4. That the Zoning Map of the City of Columbiana, 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 Resolution be transmitted to the City Planning Commission.

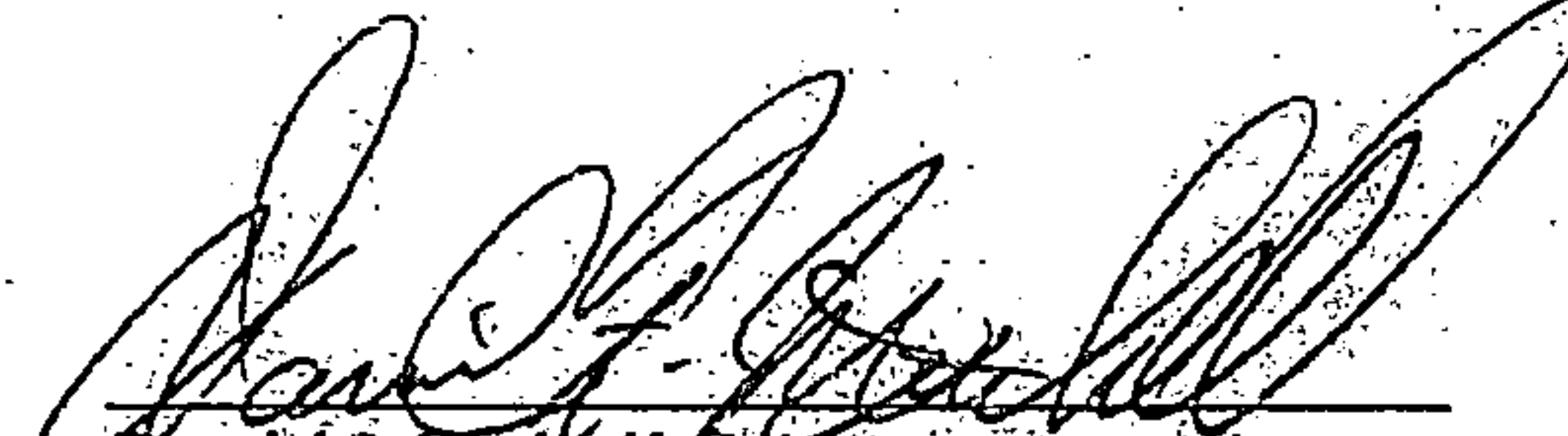
THEREUPON Council Member Ruston moved and Council Member Phillips seconded the motion that said resolution be given vote, and said resolution passed by vote of all members of the Council present, and the Mayor declared the same passed.

	Yea	Nay		Yea	Nay
Council Member Lilly	___	X___	Council Member King	X___	___
Council Member Mizzell	absent	___	Council Member Phillips	X___	___
Council Member Ruston	X___	___	Mayor Mitchell	___	X___

Adopted this 10th day of September, 2024.

ATTEST:


Charlene Tucker, City Clerk


David Mitchell, Mayor

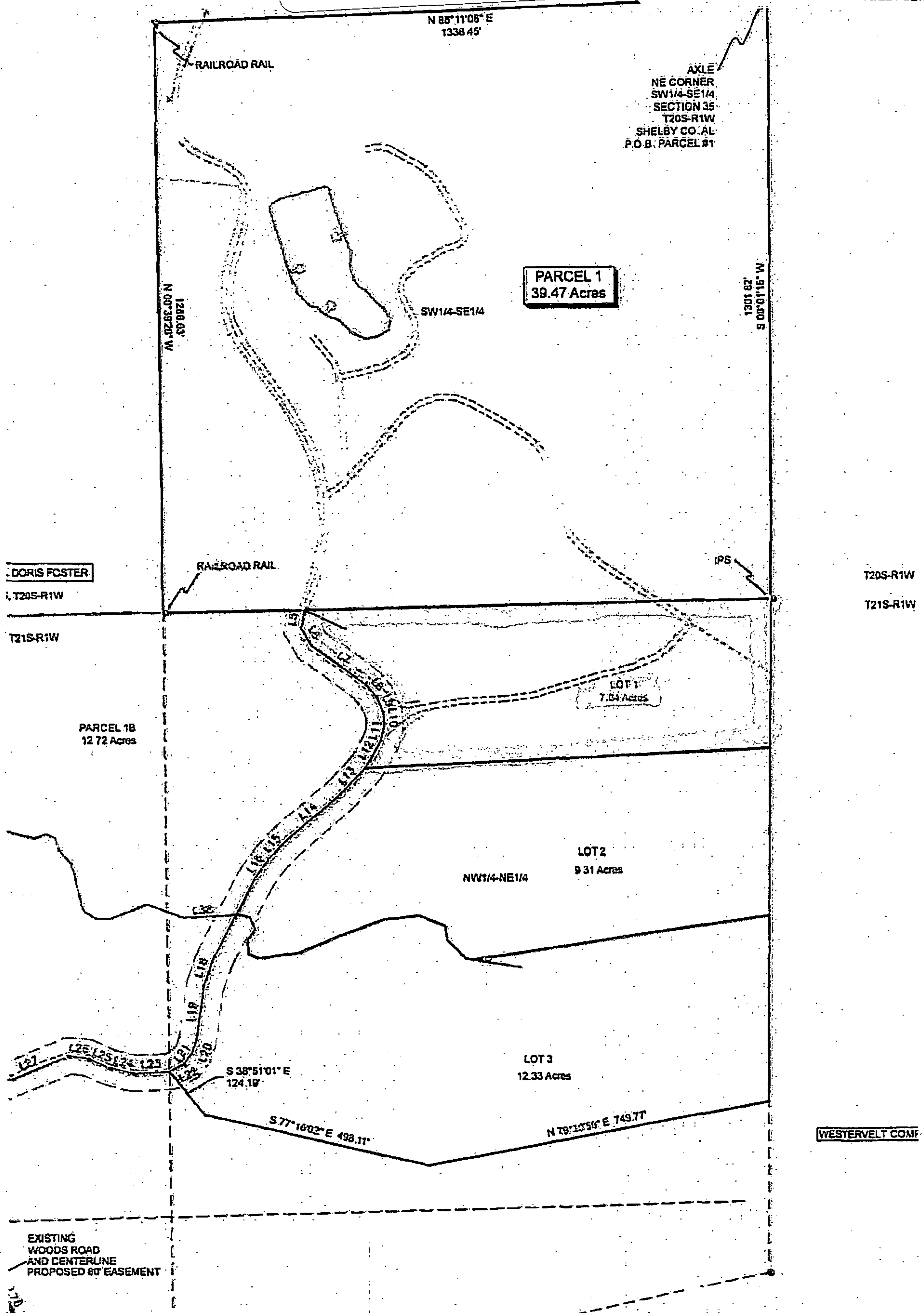




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20240917000289780 2/4 \$31.00
Shelby Cnty Judge of Probate, AL
09/17/2024 11:12:34 AM FILED/CERT



LEGEND

(M) = MEASURED
(R) = RECORDED (MAP, DEED, PLAT, ETC.)
(M & R) = MEASURED & RECORDED
(PS) = PREVIOUS SURVEY
P.L.S. = PROFESSIONAL LAND SURVEYOR
CA = CERTIFICATE OF AUTHORIZATION
(0114 - LAND SURVEYING)
G.P.S. = GLOBAL POSITIONING SYSTEM
Δ = POWER POLE / OVERHEAD UTILITY
X-X-X = FENCE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
IPS = SET 1/2" REBAR CA0114
Copyright Ray & Gilliland P.C. 2023

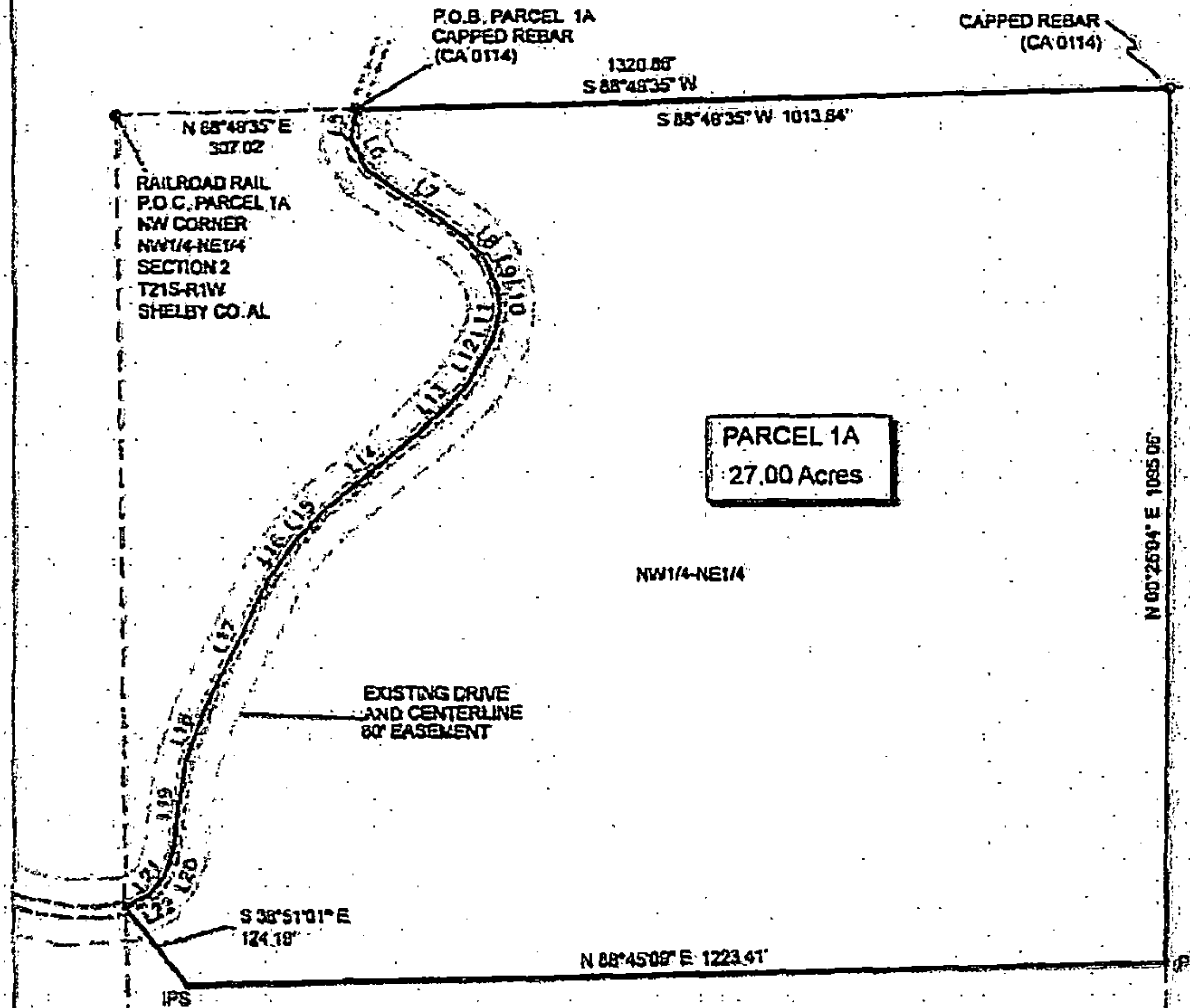
RAY & GILLILAND, P.C.

122 NORTH CALHOUN AVENUE
P.O. BOX 1183
SYLACAUGA, ALABAMA 35150
DRAWN BY: CMR
BOUNDARY SURVEY

TEL. NO. (256) 245-3243
FAX NO. (256) 245-3202
FILE: WES DAVIS HIGHWAY 47
SCALE: 1" = 200'
DATE: 12/27/2023



BEARINGS ARE STATE PLANE
NAD 83 ALABAMA EAST ZONE



LINE	BEARING	DISTANCE
L5	S 05° 41' 28" W	40.76
L6	S 25° 39' 38" E	44.15
L7	S 44° 50' 28" E	146.04
L8	S 41° 04' 05" E	36.85
L9	S 23° 58' 35" E	37.37
L10	S 04° 10' 01" E	26.79
L11	S 12° 32' 52" W	34.44
L12	S 29° 49' 39" W	69.83
L13	S 44° 00' 40" W	81.20
L14	S 49° 43' 35" W	152.10
L15	S 43° 44' 58" W	56.02
L16	S 35° 40' 56" W	53.01
L17	S 27° 11' 25" W	189.85
L18	S 20° 04' 52" W	62.00
L19	S 08° 19' 12" W	119.88
L20	S 19° 58' 35" W	30.71
L21	S 10° 22' 29" W	27.36
L22	S 62° 13' 08" W	37.14
L23	S 86° 17' 14" W	77.08
L24	N 76° 27' 39" W	53.65
L25	N 65° 40' 18" W	51.71
L26	N 82° 38' 48" W	42.73
L27	S 67° 17' 20" W	173.67
L28	S 43° 48' 51" W	43.47
L29	S 37° 41' 22" W	65.27
L30	S 21° 49' 48" W	89.38
L31	N 16° 09' 48" W	184.75
L32	S 67° 28' 11" W	82.11
L33	S 80° 24' 47" W	259.11
L34	S 83° 16' 10" W	99.27
L35	S 81° 45' 34" W	32.53
L36	S 31° 15' 25" W	182.81
L37	S 81° 03' 18" W	67.52



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STATE OF ALABAMA
SHELBY COUNTY

I, Christopher 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:

PARCEL 1A: Commence at a capped rebar in place being the Northwest corner of the Northeast one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North 85° 48' 35" East along the North boundary of said quarter-quarter section of 307.02 feet to a capped rebar in place (CA 0114), said point being the point of beginning, said point also being a point on the centerline of an existing easement and the centerline of an 80 foot proposed easement being 40 feet in equal width on each side of the following described centerline. From this beginning point proceed along the centerline of said existing easement and also along the centerline of said proposed 80 foot easement the following bearings and distances: South 05° 41' 28" West for a distance of 40.76 feet; South 25° 39' 38" East for a distance of 44.15 feet; South 44° 50' 28" East for a distance of 146.04 feet; South 41° 04' 05" East for a distance of 36.85 feet; South 23° 58' 35" East for a distance of 37.37 feet; South 04° 10' 01" East for a distance of 26.79 feet; South 12° 32' 52" West for a distance of 34.44 feet; South 29° 49' 39" West for a distance of 69.83 feet; South 44° 00' 40" West for a distance of 81.20 feet; South 49° 43' 35" West for a distance of 152.10 feet; South 43° 44' 58" West for a distance of 56.02 feet; South 35° 40' 56" West for a distance of 53.01 feet; South 27° 11' 25" West for a distance of 189.85 feet; South 20° 04' 52" West for a distance of 62.00 feet; South 08° 19' 12" West for a distance of 119.88 feet; South 19° 58' 35" West for a distance of 30.71 feet; South 10° 22' 29" West for a distance of 27.36 feet; South 62° 13' 08" West for a distance of 37.14 feet; South 86° 17' 14" West for a distance of 77.08 feet; North 76° 27' 39" West for a distance of 53.65 feet; North 65° 40' 18" West for a distance of 51.71 feet; North 82° 38' 48" West for a distance of 42.73 feet; South 67° 17' 20" West for a distance of 173.67 feet; South 43° 48' 51" West for a distance of 43.47 feet; South 37° 41' 22" West for a distance of 65.27 feet; South 21° 49' 48" West for a distance of 89.38 feet; North 16° 09' 48" West for a distance of 184.75 feet; South 67° 28' 11" West for a distance of 82.11 feet; South 80° 24' 47" West for a distance of 259.11 feet; South 83° 16' 10" West for a distance of 99.27 feet; South 81° 45' 34" West for a distance of 32.53 feet; South 31° 15' 25" West for a distance of 182.81 feet; South 81° 03' 18" West for a distance of 67.52 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama and contains 27.0 acres.

Approved: I have served this day of December, 2023.

Christopher M. Ray, AL Reg. No. 2587
Ray and Gilliland, P.C., ALA. State Cert. No. CA-0114-L5



Exhibit B



20250113000010760 9/13 \$58.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
SHELBY COUNTY



20240917000289780 4/4 \$31.00
Shelby Cnty Judge of Probate, AL
09/17/2024 11:12:34 AM FILED/CERT

I, Christopher 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 capped rebar in place being the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South $00^{\circ} 25' 04''$ West along the East boundary of said quarter-quarter section for a distance of 325.47 feet; thence proceed South $87^{\circ} 20' 09''$ West for a distance of 878.77 feet to the centerline of an existing drive and centerline of an 80 foot easement; thence proceed North $29^{\circ} 49' 39''$ East along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 69.83 feet; thence proceed North $12^{\circ} 52' 52''$ East along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 34.44 feet; thence proceed North $04^{\circ} 31' 01''$ West along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 26.79 feet; thence proceed North $23^{\circ} 58' 36''$ West along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 37.37 feet; thence proceed North $41^{\circ} 04' 05''$ West along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 36.95 feet; thence proceed North $54^{\circ} 50' 28''$ West along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 146.04 feet; thence proceed North $29^{\circ} 30' 39''$ West along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 44.15 feet; thence proceed North $09^{\circ} 41' 26''$ East along the centerline of said existing drive and along the centerline of an 80 foot easement for a distance of 40.76 feet to a point on the North boundary of said quarter-quarter section; thence proceed North $88^{\circ} 49' 35''$ East along the North boundary of said quarter-quarter section for a distance of 1013.84 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama, and contains 7.04 acres.
According to my survey this the 21st day of August, 2024.

Christopher M. Ray, Ala. Reg. No. 26017
Ray and Gilliland, P.C., Ala. Board Cert. No. CA-0114-LS

Exhibit C

E-RECORDED

simplifile

ID: 20240119000014650

County: Shelby

Date: 01/19/2024 Time: 10:23 AM



20250113000010760 10/13 \$58.00
Shelby Cnty Judge of Probate, AL
01/13/2025 08:13:25 AM FILED/CERT

This Instrument was prepared by:
Gregory D. Harrelson, Esq
111 Owens Parkway
Birmingham, AL 35244

Send Tax Notice To:
Robert McLeroy
104 Beacon Drive
Columbiana, AL 35051

WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$240,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, HIGHPOINTE 41, LLC, an Alabama limited liability company (herein referred to as GRANTOR) does hereby grant, bargain, sell and convey unto ROBERT MCLEROY (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION

Subject to: (1) Ad valorem taxes due and payable October 1, 2024 and all subsequent years thereafter; (2) Mineral and Mining Rights not owned by Grantor; (3) All easements, restrictions, reservations, agreements, rights-of-way, building set-back lines and any other matters of record; (4) Current Zoning and use restrictions; (5) Road Maintenance Agreement attached hereto as Exhibit "B".

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, forever.

And the Grantor does for itself and for its successors and assigns covenant with the said Grantee, his heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor, by its duly authorized member, has hereunto set its hand and seal this the 9th day of January, 2024.

Highpointe 41, LLC

By: Connor Farmer
Its: Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

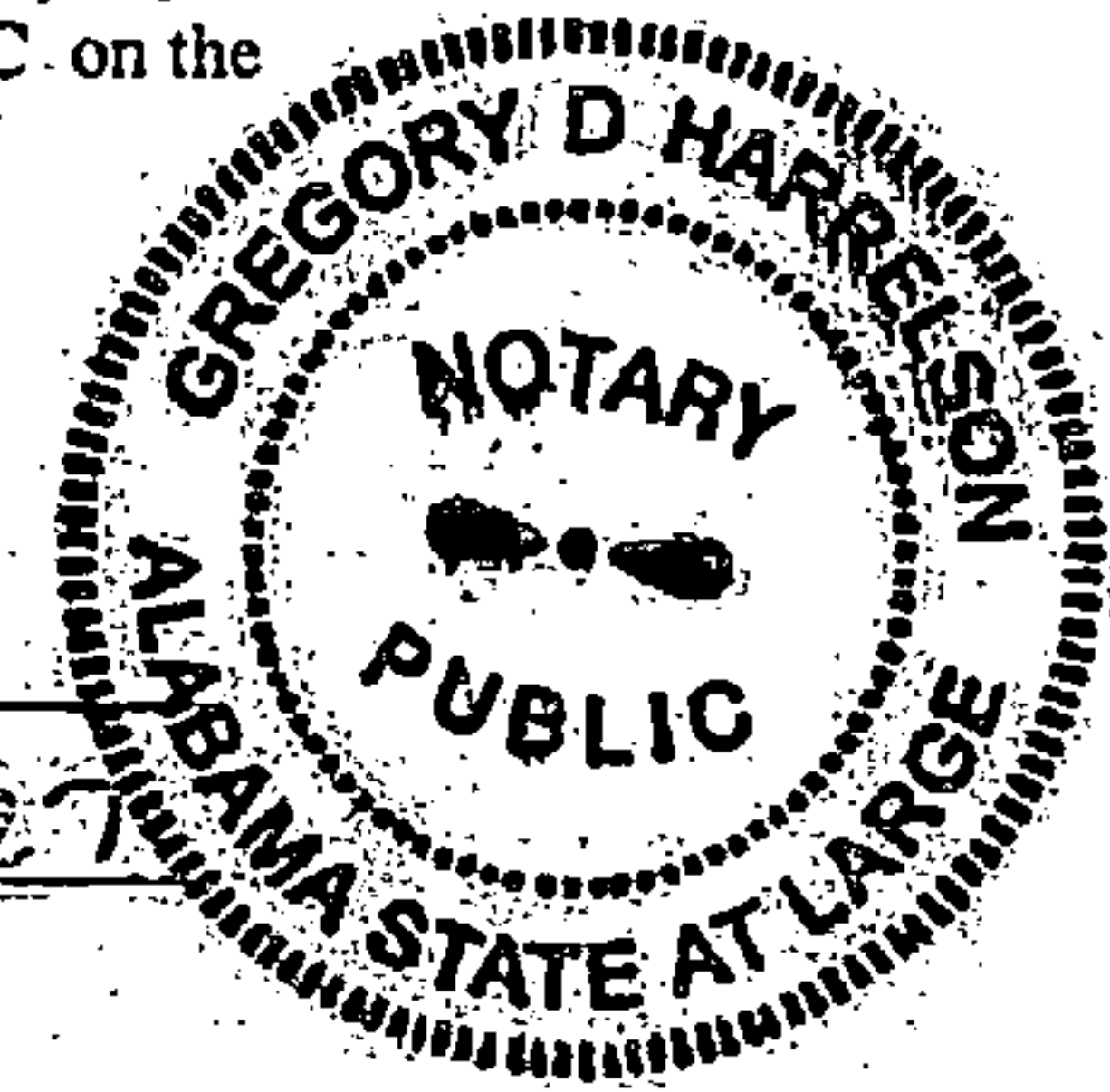
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Connor Farmer, whose name as Member of Highpointe 41, LLC is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member and with full authority executed the same voluntarily for and as the act of Highpointe 41, LLC on the day the same bears date.

Given under my hand and official seal, this 9th day of January, 2024.

NOTARY PUBLIC

My Commission Expires

8/21/2027





20250113000010760 11/13 \$58.00
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EXHIBIT "A"

Legal Description:

Commence at a railroad rail in place being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 49' 35" East along the North boundary of said quarter-quarter section of 307.02 feet to a capped rebar in place (CA 0114), said point being the point of beginning, said point also being a point on the centerline of an existing woods road and the centerline of an 80 foot proposed easement being 40 feet in equal width on each side of the following described centerline. From this beginning point proceed along the centerline of said existing woods road and also along the centerline of said proposed 80 foot easement the following bearings and distances: South 09° 41' 26" West for a distance of 40.76 feet; South 29° 30' 39" East for a distance of 44.15 feet; South 54° 50' 28" East for a distance of 146.04 feet; South 41° 04' 05" East for a distance of 36.95 feet; South 23° 58' 36" East for a distance of 37.37 feet; South 04° 31' 01" East for a distance of 26.79 feet; South 12° 52' 52" West for a distance of 34.44 feet; South 29° 49' 39" West for a distance of 69.83 feet; South 44° 00' 40" West for a distance of 81.20 feet; South 49° 43' 35" West for a distance of 152.10 feet; South 43° 44' 56" West for a distance of 56.02 feet; South 35° 50' 56" West for a distance of 53.01 feet; South 27° 11' 29" West for a distance of 189.55 feet; South 20° 04' 52" West for a distance of 67.00 feet; South 08° 19' 12" West for a distance of 119.99 feet; South 19° 58' 36" West for a distance of 30.73 feet; South 36° 22' 29" West for a distance of 27.36 feet; South 62° 13' 08" West for a distance of 37.14 feet; thence proceed South 38° 51' 01" East for a distance of 124.19 feet (set ½" rebar CA-0114-LS); thence proceed North 88° 45' 09" East for a distance of 1223.41 feet (set ½" rebar CA-0114-LS), said point being located on the East boundary of said quarter-quarter section; thence proceed North 00° 25' 04" East along the East boundary of said quarter-quarter section for a distance of 1095.06 feet to a capped rebar in place (CA 0114), said point being the Northeast corner of said quarter-quarter section; thence proceed South 88° 49' 35" West along the North boundary of said quarter-quarter section for a distance of 1013.84 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama.

Along with Ingress/Egress/Utility Easement as follows:

Commence at a drill bit in place being the Northwest corner of the Northeast one-fourth of the Northwest one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 45' 44" East along the North boundary of said quarter-quarter section for a distance of 1320.90 feet to a railroad rail in place being the Northeast corner of said quarter-quarter section; said corner also being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth; thence proceed North 88° 49' 35" East along the North boundary of said Northwest one-fourth of the Northeast one-fourth for a distance of 307.02 feet (set ½" rebar CA-0114-LS) said point being the point of beginning, said point also being a point on the centerline of an existing woods road and the centerline of an 80 foot proposed easement being 40 feet in equal width on each side of the following described centerline. From this beginning point proceed



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along the centerline of said existing woods road and also along the centerline of said proposed 80 foot easement the following bearings and distances: South 09° 41' 26" West for a distance of 40.76 feet; South 29° 30' 39" East for a distance of 44.15 feet; South 54° 50' 28" East for a distance of 146.04 feet; South 41° 04' 05" East for a distance of 36.95 feet; South 23° 58' 36" East for a distance of 37.37 feet; South 04° 31' 01" East for a distance of 26.79 feet; South 12° 52' 52" West for a distance of 34.44 feet; South 29° 49' 39" West for a distance of 69.83 feet; South 44° 00' 40" West for a distance of 81.20 feet; South 49° 43' 35" West for a distance of 152.10 feet; South 43° 44' 56" West for a distance of 56.02 feet; South 35° 50' 56" West for a distance of 53.01 feet; South 27° 11' 29" West for a distance of 189.55 feet; South 20° 04' 52" West for a distance of 67.00 feet; South 08° 19' 12" West for a distance of 119.99 feet; South 19° 58' 36" West for a distance of 30.73 feet; South 36° 22' 29" West for a distance of 27.36 feet; South 62° 13' 08" West for a distance of 37.14 feet; South 86° 17' 14" West for a distance of 77.08 feet; North 76° 27' 39" West for a distance of 53.85 feet; North 65° 49' 16" West for a distance of 51.74 feet; North 82° 26' 48" West for a distance of 42.23 feet; South 67° 37' 29" West for a distance of 173.67 feet; South 53° 48' 41" West for a distance of 63.47 feet; South 37° 41' 27" West for a distance of 65.27 feet; South 21° 59' 48" West for a distance of 89.48 feet (set ½" rebar CA-0114-LS); South 67° 28' 13" West for a distance of 52.41 feet; South 89° 29' 47" West for a distance of 559.11 feet; South 83° 16' 10" West for a distance of 99.27 feet; South 61° 45' 45" West for a distance of 37.53 feet; South 32° 42' 05" West for a distance of 187.01 feet; thence proceed South 51° 00' 16" West along the centerline of a proposed 80 foot easement being 40 feet in equal width on each side of the following described centerline for a distance of 53.52 feet to a point on the Easterly right-of-way of Shelby County Highway No. 47 and the termination of said existing drive and proposed 80 foot easement.



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EXHIBIT "B"

SHARED ROAD MAINTENANCE AGREEMENT

This Shared Road Maintenance Agreement ("Agreement") shall be binding between the owners of the real property described as Parcel 1, Parcel 2 and Parcel 3 of the attached survey by Christopher M. Ray dated June 19, 2023;

1. Purpose:

This Agreement is established to define the responsibilities and obligations of each party for the maintenance of the shared road, herein referred to as "the Road," which is further described as "Existing Drive and Centerline of Proposed 80 foot Easement" on the above referenced survey attached hereto.

2. Maintenance Responsibilities:

a. Parties agree to equally share the costs for routine maintenance, including but not limited to pothole repairs, landscaping, gravel maintenance and replacement, grading to maintain proper drainage.

b. Maintain the constant level of gravel necessary to preserve smoothness of the Road.

Cost Sharing:

a. Costs incurred for maintenance activities will be shared equally unless otherwise agreed upon in writing.

b. Each party shall promptly reimburse the other for their share of the expenses.

4. Emergency Repairs:

In the event of emergency repairs necessary for safety or accessibility, the party initiating the repair shall promptly notify the other parties and seek approval for cost-sharing.