

STATE OF ALABAMA)

SHELBY COUNTY)



20251006000307470 1/15 \$67.00
Shelby Cnty Judge of Probate, AL
10/06/2025 10:53:37 AM FILED/CERT

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (hereinafter "Agreement"), is made this 13th day of June, 2020, by and among **Ruby Geraldine Nolen, individually ("Nolen"), and Ruby Geraldine Nolen, as Trustee of the William A. Nolen Testamentary Trust, and Jeannie Nolen Sanders, as Beneficiary and Successor Trustee of the William A. Nolen Testamentary Trust** (collectively referred to herein as the "Trust") (Nolen and the Trust are sometimes herein referred to collectively as "Seller") and **RALPH E. BRASHER, III, or his assigns** ("Purchaser") as follows:

RECITALS

WHEREAS, Nolen is the owner of that certain parcel of unimproved real property containing approximately 148.2 acres, located in Shelby County, Alabama (the "Nolen Property") more particularly described on *Exhibit A* attached hereto;

WHEREAS, the Trust is the owner of that certain parcel of unimproved real property containing approximately 232 acres, located in Shelby County, Alabama, adjacent to the Nolen Property (the "Trust Property") more particularly described on the attached *Exhibit B*;

WHEREAS, Nolen and the Trust have determined to sell the Nolen Property and the Trust Property (hereinafter referred to together as the "Property") and to share the proceeds of sale as set forth in this Agreement;

WHEREAS, Purchaser desires to acquire the Property, together with all appurtenances thereto, on the terms and conditions contained herein; and

WHEREAS, the parties have determined to close the purchase and sale of the Property in phases over a period of time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the parties do hereby agree as follows:

1. **Conveyance of Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase and accept delivery from Seller, all of Seller's right, title, and interest in and to the Property.

2. **Consideration.** The purchase price (the "Purchase Price") for the Property is SIX MILLION and No/100 Dollars (\$6,000,000.00) payable (subject to adjustments and prorations) to Seller in accordance with the schedule set forth in this Agreement. Further, Seller acknowledges that Purchaser will invest substantial amounts of time, expertise and out of pocket expense in the planning and development of the Property, including securing necessary



governmental approvals, engineering, site planning, and other professional fees and costs, and the installation of utilities, drainage facilities, streets and other infrastructure; and that Purchaser will incur additional expense in the development of adjacent lands in a coordinated effort to secure governmental approvals which are necessary to the development of the Property.

3. **Title.** Within fifteen (15) days after the date hereof, Purchaser, at Purchaser's sole cost and expense, shall order from Magic City Title Company, Inc. (the "Title Company"), a title commitment (the "Title Commitment") in the amount of the Purchase Price, together with legible copies of all easements, covenants, restrictions, and other encumbrances and exceptions of whatever nature that may appear in the Title Commitment. Purchaser shall give Seller written notice within thirty (30) days after the receipt of the Title Commitment of its objection to any matter reflected in the Title Commitment, including any condition, exception, or defect in Seller's title to the Property. Any matter set forth in the Title Commitment which is not objected to by Purchaser within said time period shall be deemed to be a "Permitted Exception." As to title matters arising after the date of the Title Commitment, Purchaser shall be entitled to object to them at any time prior to each Closing (hereinafter defined), and Seller shall have a reasonable time, not to exceed thirty (30) days after each Closing Date (hereinafter defined), to cure the same, in which event the Closing may be extended to the extent necessary to provide said thirty (30) day period. Seller may elect not to cure the title defects objected to by Purchaser by providing written notice to the Purchaser of such election within five (5) days after the receipt of Purchaser's written objections. If Seller elects not to cure any of such objectionable matters, at Purchaser's election, either (i) this Agreement shall automatically terminate, whereupon both Purchaser and Seller shall be released from all obligations hereunder, or (ii) Purchaser shall proceed to close the purchase and sale herein contemplated notwithstanding the uncured title conditions, in which event Seller shall deliver title to the Property to Purchaser at each Closing subject to all such conditions and such conditions shall be deemed to be "Permitted Exceptions." Provided, any title objection which can be cleared by the payment of money must be cleared by Seller prior to or out of the proceeds of each Closing, and shall not be deemed a Permitted Exception. Further, Seller shall not in any manner convey, encumber, or grant any easements or other interests in the title to the Property, except as provided in this Agreement and consented to by Purchaser.

4. **Survey.** Purchaser may engage a surveyor to prepare and deliver to Seller and Purchaser a current boundary survey (the "Survey") of the Property, certified to Seller, Purchaser, and the Title Company, which will include a metes and bounds legal description of the Property, a flood hazard area certificate, and a standard, signed surveyor's certificate dated no earlier than the date of this Agreement. The Survey may also show the location of all improvements, easements, and encroachments, if any, whether they are underground, on the surface, or overhead. In addition, all utilities which will service the Property may be located and shown on the Survey. The Survey may also include the acreage included within the Property. The cost of the Survey shall be paid by Purchaser.

5. **Inspection/Due Diligence Period.** Purchaser and its agents, employees and representatives shall have a right of reasonable access to the Property for a period of two hundred forty-five (245) days after the hereinafter defined Effective Date (the "Inspection/Due Diligence Period") for the purpose of conducting any inspections, studies, or tests reasonably required by Purchaser, at Purchaser's cost. Purchaser shall also have the right during the Inspection/Due



Diligence Period to investigate such other matters relative to the Property as Purchaser deems appropriate. Should Purchaser determine, in Purchaser's sole discretion, that the Property is not suitable for any reason, or should Purchaser not be satisfied with the results of any of its investigations of the Property or with the Property or any matters relative to the Property, then Purchaser may elect to terminate this Agreement by written notice to Seller prior to the end of the Inspection/Due Diligence Period, whereupon both parties shall be relieved of any further obligations under this Agreement.

6. **Development, Dedications and Consents.** Purchaser is hereby authorized to pursue the development of the Property, including but not limited to, the rezoning, subdivision and annexation into the City of Alabaster, Alabama (the "City"), of all or any portion of the Property, for development into streets, platted residential lots, common and open areas, parks, and such other commercial or other uses as Purchaser shall deem appropriate, and in accordance with such development and site plans, lot configurations, densities, lot sizes, and other specifications as Purchaser shall deem appropriate, all at the expense of Purchaser. Seller hereby authorizes Purchaser to file such petitions and applications as Purchaser deems appropriate, with the City, Shelby County, the Alabama Department of Transportation, the Alabama Department of Environmental Management, and such other governmental authorities and agencies as Purchaser may deem appropriate with respect to the development of the Property, all at Purchaser's expense; and Seller further agrees to execute such applications, petitions and confirmations of authority as Purchaser or any governmental authority or agency might require or request, and to support Purchaser's efforts to secure all such approvals. Seller further hereby authorizes Purchaser and Purchaser's assignees, agents and representatives, including but not limited to, contractors, engineers, architects, surveyors, planners and consultants, to enter the Property and perform such tests and investigations as Purchaser shall deem appropriate, and to stake proposed lot corners, street locations and other proposed improvements, and to construct upon and improve the Property with streets, utilities, drainage facilities, common area facilities and all other improvements pursuant to plans approved by any applicable governmental entities and agencies, and to do and perform all additional tasks on the Property that Purchaser shall deem appropriate, all at Purchaser's expense. Seller further agrees to execute such subdivision plats, road dedications, grants of easements for utilities or otherwise, and other instruments necessary to the implementation of Purchaser's plans for the development of the Property, and all applications and agreements with respect to governmental incentives in connection with the Property, as may be requested by Purchaser or required by any governmental authority or utility provider, including but not limited to the dedication and conveyance of portions of the Property, as requested by Purchaser, to such entities as Purchaser shall request, for utilities, schools, parks, recreational areas, fire stations and such other uses as Purchaser shall determine. Any tax benefits resulting from any such dedications and conveyances shall be to Seller's benefit. Any benefits resulting from any incentives provided by the City, Shelby County, the State of Alabama, or any other governmental entity, shall be to the benefit of Purchaser. All costs of constructing streets, utilities and other improvements upon the Property shall be paid by Purchaser; provided that Purchaser may pursue contributions to said costs by governmental authorities or agencies, and Seller agrees to execute and/or consent to all applications, agreements and other documents necessary or required by Purchaser or any governmental authority or agency in connection therewith, provided that Seller shall not be required to incur any cost, obligation or liability in connection therewith.



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7. **Condemnation.** If any governmental or other entity with condemnation authority institutes an eminent domain proceeding against the Property or any portion thereof before the closing of all of the Property, Seller shall be entitled to the award, less any portion thereof related to costs incurred by Purchaser in the improvement of the Property, and the Purchase Price shall be reduced by the amount of the award received by Seller, and the amount of the award shall be credited against the portion of the Purchase Price to be made at the next Closings until credited in full.

8. **Prorations.** Ad valorem taxes, any association dues, district dues, and the like shall be prorated as of the date of each Closing between Seller and Purchaser. For purposes of proration, all ad valorem taxes except municipal are presumed to be paid in arrears, and municipal taxes, if any, are presumed to be paid in advance. Seller shall pay any Roll Back taxes, if any.

9. **Allocation of Purchase Price.** Upon the determination of the numbers of platted lots to be developed on the Property, as approved by the City, the Purchase Price shall be divided by the number of lots to determine the portion of the Purchase Price to be applicable to each lot (the "Lot Price"). It is anticipated and hereby acknowledged that the development of the Property shall occur over several years and in phases, as portions of the Property are developed and marketed by Purchaser. Purchaser shall have the right to close the purchase of portions of the Property at separate times, in phases, as Purchaser shall determine. Such portion or phase of the Property shall include a certain number of lots. Purchaser shall give at least ten (10) days prior notice to Seller of the closing of any particular portion or phase of the Property, which notice shall include the legal description of the portion or phase to be purchased, the number of lots included therein, and the portion of the Purchase Price to be paid at the closing (which shall be determined by multiplying the number of lots within the portion or phase of the Property times the Lot Price). All costs of closing, the form of deed and other provisions with respect to closing as set forth in this Agreement shall apply to each closing of a portion or phase of the Property. Purchaser shall continue the development of the Property and the closing of portions of the Property as described hereinabove, until such time as all of the Property has been conveyed by Seller and all of the Purchase Price paid to Seller. In the event that Purchaser has not closed the purchase of all of the Property before the expiration of twenty (20) years from the Effective Date, then Seller may elect to terminate this Agreement with respect to the remaining Property by written notice to Purchaser.

10. **Closings.**

- (a) **Closing Dates.** The closings of the portions or phases of the Property described in this Agreement (each "Closing") shall take place at the office of Purchaser's legal counsel, at such dates as are set by Purchaser in the manner described hereinabove.
- (b) **Delivery.** At each Closing, Seller shall deliver to Purchaser the following documents and instruments:



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- i. A General Warranty Deed transferring and conveying unto Purchaser the subject portion of the Property, subject to the Permitted Exceptions.
 - ii. Affidavits and other instruments required by the Title Company.
 - iii. Certificate of Non-Foreign Status and Residency Affidavit.
- (c) Closing Costs. Seller shall pay for the title insurance premium in the amount of the Purchase Price. All ad valorem taxes and assessments for the current year shall be prorated to the date of closing. Seller shall pay all rollback ad valorem taxes, if any. Purchaser shall pay all of the cost of the Survey and recordation of the deed. Purchaser and Seller shall be responsible for paying the costs of their own attorneys' fees.
- (d) Payment of Purchase Price. At each Closing, Purchaser shall cause to be delivered to Seller wired funds for the net amount due Seller on the Closing; provided, all of the Purchase Price payable at each Closing (less expenses and prorations) shall be paid to the Trust until such time as the Trust has received (prior to any reduction for expenses and prorations) the portion of the Purchase Price equal to \$3,661,230.60, after which all of the Purchase Price at each Closing (less expenses and prorations) shall be paid to Nolen.
11. **Possession.** Possession of the Property shall be delivered by Seller to Purchaser on the date of the Effective Date.
12. **Section 1031 Exchange.** Purchaser is aware and acknowledges that Seller may elect to perform an IRC Section 1031 tax deferred exchange with respect to the sale of the Property or portions thereof, and that Seller requests Purchaser's cooperation in such exchange, if any. Purchaser agrees to cooperate in such exchange, if any, and Seller agrees to hold Purchaser harmless from any and all claims, costs, liabilities, or delays in time resulting from any such exchange.
13. **Default.**
- (a) In the event Purchaser defaults in the performance of its obligations hereunder or fails to close the transaction in accordance with its terms, Seller's sole remedy shall be to terminate this Agreement and recover from Purchaser costs expended by Seller for the Title Commitment, together with copies of all plans, surveys, tests, studies and reports prepared on behalf of Purchaser with respect to the Property.
- (b) In the event Seller defaults in the performance of its obligations hereunder or fails to close the transaction in accordance with its terms, Purchaser may, at its sole discretion and as its sole remedy, either enforce specific performance of this Agreement and the sale and purchase provided for herein according to its terms, or terminate this Agreement and recover from Seller any expenses incurred in connection with the investigation, planning, development, improvement, permitting, rezoning, subdividing or otherwise in connection with the Property.



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14. **Notices.** All notices required to be given hereunder shall be in writing and delivered personally or by UPS, and addressed as follows:

If to Seller:

William A. Nolen Testamentary Trust
Attn: Ruby Geraldine Nolen, Trustee

11649 Smokey Rd
Alabaster AL 35007

Phone: 205-704-2837
Email: _____

Ruby Geraldine Nolen

11649 Smokey Rd
Alabaster AL 35007

Phone: 205-663-3459
Email: _____

~~Jeannie~~

~~Jeanne~~ Nolen Sanders

11649 Smokey Rd
Alabaster AL 35007

Phone: 205-704-2837
Email: JN.Sanders@uphoo.com

Copy to:

Phone: _____

Email: _____

Phone: _____

Email: _____



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If to Purchaser: RALPH E. BRASHER, III
4956 Valleydale Road
Birmingham, AL 35242
Phone: (205) 337-5690
Email: chipbrasher@icloud.com

Copy to: Charles A. J. Beavers, Jr., Esq.
BEAVERS LAW, LLC
4301 Dolly Ridge Road
Birmingham, AL 35243
Phone: (205) 580-1185
Email: cbeavers@beaverslawllc.com

F. A. Branscomb Beavers, Esq.
BEAVERS LAW FIRM, INC.
4301 Dolly Ridge Road
Birmingham, AL 35243
Phone: (205) 580-1185
Email: bbeavers@beaverslawfirm.com

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next day delivery and addressed as set forth above or (iv) sent by facsimile or electronic transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile or electronic notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

15. **Seller's Representations.** Possession is to be delivered immediately upon the Effective Date. Seller warrants that all accounts affecting the Property will be paid in full and not cause the imposition of any lien against the Property. Seller warrants that Seller has not received notification from any lawful authority regarding any assessments that remain unpaid, pending assessments, or pending public improvements, repairs, replacements, or alterations to the Property; nor of any pending or threatened condemnation or taking of the Property; nor of any environmental contamination of the Property or any violation of any local, state, or federal environmental laws, rules, or regulations. Seller warrants that there are no environmental contaminants upon the Property; that there is no unpaid indebtedness on the Property; that there are no adverse claims or boundary disputes with respect to the Property; that there are no underground tanks, burial grounds or garbage deposit areas on the Property; and that Seller shall not in any manner encumber the Property pursuant to any sale, mortgage, lien, lease, easement or otherwise, except as requested by Purchaser pursuant to the provisions of this Agreement. Seller warrants that Seller owns the fee title to the Property and has full and unconditional authority to enter into this Agreement and to bind the Property to the terms and provisions of this Agreement. These warranties shall survive each Closing.



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16. **Seller's Deliveries.** Within five (5) days of the Effective Date, Seller shall deliver to Purchaser all surveys, studies, reports, notices, tests, title policies and documents, environmental and geotechnical reports, and other matters in Seller's possession which affect or pertain to the Property.

17. **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

18. **Entire Agreement, Modification.** This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

19. **Binding Effect.** All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

20. **Assignability.** Purchaser shall have the right to assign Purchaser's rights under this Agreement without the prior written consent of Seller.

21. **Survival.** The terms and provisions of this Agreement shall survive the Closing and delivery of the deed.

22. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Original signature pages may be removed from any counterpart and attached to an identical counterpart for the purpose of assembling fully executed originals of this Agreement. Signatures by electronic communication, including but not limited to facsimile or email, shall be acceptable and binding upon the parties.

23. **Time.** Time is of the essence with respect to all matters contained herein.

24. **Memorandum of Contract.** At Purchaser's election, Purchaser may record in the Office of the Judge of Probate of Shelby County, Alabama, a Memorandum of Contract which references this Agreement and describes the terms herein, and which sets forth the legal description of the Property. Such Memorandum of Contract shall be in such form as is deemed acceptable by Purchaser. Seller agrees to execute such Memorandum of Contract immediately upon Purchaser's request and to cause the Memorandum of Contract to be executed by such other entities as Purchaser may request to evidence approval by all parties who have any interest in the Property.

{Space intentionally left blank, signature and acknowledgment pages to follow}



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown below and, for all purposes of this Agreement, the effective date shall be the last date either party executes this Agreement (the "Effective Date").

SELLER:

Clayton Sanders
Print Name: Clayton Sanders

Print Name: _____

Ruby Geraldine Nolen
Ruby Geraldine Nolen, individually and
as Trustee of the William A. Nolen
Testamentary Trust

DATED: 6/13-2020

Clayton Sanders
Print Name: Clayton Sanders

Print Name: _____

Jeannie Nolen Sanders
Jeannie Nolen Sanders, as Beneficiary
and Successor Trustee of the
William A. Nolen Testamentary Trust

DATED: 6-13-2020

PURCHASER:

WITNESSES:

Clayton Sanders
Print Name: Clayton Sanders

Print Name: _____

Ralph E. Brasher, III
Ralph E. Brasher, III

DATED: 6-13-2020



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ACKNOWLEDGMENTS

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that RUBY GERALDINE NOLEN, in her individual capacity and in her capacity as Trustee of the William A. Nolen Testamentary Trust, whose name is signed to the foregoing Agreement in said capacities, and who is known to me, and who, after being duly sworn, subscribed and acknowledged before me on this day that, being informed of the contents of said Agreement, she, in said capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 13 day of 2020,
2020.

[NOTARIAL SEAL]

Margaret C. Dawson
Notary Public
My Commission expires 1-21-2024

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that JEANNIE NOLEN SANDERS, in her capacity as Beneficiary and Successor Trustee of the William A. Nolen Testamentary Trust, whose name is signed to the foregoing Agreement in said capacities, and who is known to me, and who, after being duly sworn, subscribed and acknowledged before me on this day that, being informed of the contents of said Agreement, she, in said capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 13 day of 2020,
2020.

[NOTARIAL SEAL]

Margaret C. Dawson
Notary Public
My Commission expires 1-21-2024

STATE OF ALABAMA,)
COUNTY OF Shelby)

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I, the undersigned, a Notary Public in and for said county in said state, hereby certify that RALPH E. BRASHER, III, whose name is signed to the foregoing Agreement, and who is known to me, and who, after being duly sworn, subscribed and acknowledged before me on this day that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 13 day of 2020,
2020.

[NOTARIAL SEAL]

Margaret C. Dawson
Notary Public
My Commission expires 1-21-2024

EXHIBIT A

The Nolen Property



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LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 2 WEST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO RUBY G. NOLEN, RECORDED IN INSTRUMENT NUMBER 1997-16954, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 3" PIPE, FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE S 86°57'17" E, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 906.22 FEET TO A 2" PIPE, FOUND AT THE POINT OF BEGINNING;

THENCE S 86°57'07" E, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1915.27 FEET TO A 1" PIPE, FOUND ON THE WEST RIGHT-OF-WAY OF COUNTY HIGHWAY NO. 12;

THENCE N 06°35'43" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2802.17 FEET, TO A POINT;

THENCE ALONG A CURVE, TO THE LEFT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 926.76 FEET AND A CHORD BEARING OF N 24°01'17" W, AN ARC LENGTH OF 990.45 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT, FOUND;

THENCE N 54°38'17" W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 781.54 FEET, TO A POINT;

THENCE ALONG A CURVE, TO THE LEFT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 2824.67 FEET AND A CHORD BEARING OF N 58°08'29" W, AN ARC LENGTH OF 345.42 FEET TO A 1/2" REBAR, FOUND;

THENCE S 12°24'41" W, A DISTANCE OF 4278.50 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 148.2 ACRES OF LAND.

EXHIBIT B

The Trust Property



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LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 23 AND 24, TOWNSHIP 19 SOUTH, RANGE 3 WEST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO THE W.A. NOLEN TESTAMENTARY TRUST AND RUBY G. NOLEN, RECORDED IN INSTRUMENT NUMBER 1997-16954, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 3" PIPE, FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE N 88°38'38" W, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1330.70 FEET TO A FENCE POST, FOUND;

THENCE N 00°47'19" W, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, A DISTANCE OF 2656.39 FEET TO A FENCE CORNER, FOUND;

THENCE S 89°09'06" E, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1333.23 FEET, TO A 4" POST WITH A TACK, FOUND ON THE WEST LINE OF SECTION 24;

THENCE N 00°43'33" W, ALONG THE WEST LINE OF SECTION 24, A DISTANCE OF 2167.44 FEET TO A SURVEY CONN IRON, FOUND ON THE SOUTH RIGHT-OF-WAY OF COUNTY HIGHWAY NO. 12;

THENCE S 70°27'17" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1580.29 FEET TO A POINT;

THENCE ALONG A CURVE, TO THE RIGHT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 2824.67 FEET AND A CHORD BEARING OF S 66°02'59" E, AN ARC LENGTH OF 434.34 FEET TO A 1/2" REBAR, SET;

THENCE S 12°24'41" W, A DISTANCE OF 4278.50 FEET TO A 2" PIPE, FOUND ON THE SOUTH LINE OF SECTION 24;

THENCE S 01°17'49" W, ALONG A FENCE, A DISTANCE OF 389.26 FEET TO A POINT;

THENCE N 88°44'13" W, A DISTANCE OF 30.00 FEET TO A POINT IN A SPRING;

THENCE N 33°26'34" W, ALONG A DITCH, A DISTANCE OF 78.30 FEET TO A POINT;

THENCE N 49°09'47" W, ALONG A DITCH, A DISTANCE OF 256.81 FEET TO A POINT;

THENCE N 24°15'10" W, ALONG A DITCH, A DISTANCE OF 190.98 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 24;

THENCE N 88°57'07" W, A DISTANCE OF 551.02 FEET TO THE POINT OF BEGINNING. THE HEREN DESCRIBED PARCEL CONTAINS 232.0 ACRES OF LAND.



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ADDENDUM "A"

This addendum is to be made part of the contract dated June 13, 2020

between the undersigned Purchasers, Ralph E. Brasher III
and the undersigned Sellers, Ruby C. Nolen - William H. Nolen Trust
of real property located at See Exhibit "A" of contract

Ralph Brasher and or Assigns agrees to
pay Eddie Williams, Remax Advantage, A
fee of \$150,000.00 this fee to be paid
\$50,000.00 each Phase II, Phase III and
Phase IV, for a total of \$150,000

Ralph Brasher III 8-31-2020
PURCHASER DATE

PURCHASER DATE

Eddie J. Williams 8/31/2020
WITNESS SELLER DATE

WITNESS SELLER DATE



RE/MAX Advantage South
2635 Valleydale Rd., Suite 200
Birmingham, Alabama 35244
Office: (205) 991-1500
Fax: (205) 991-9828



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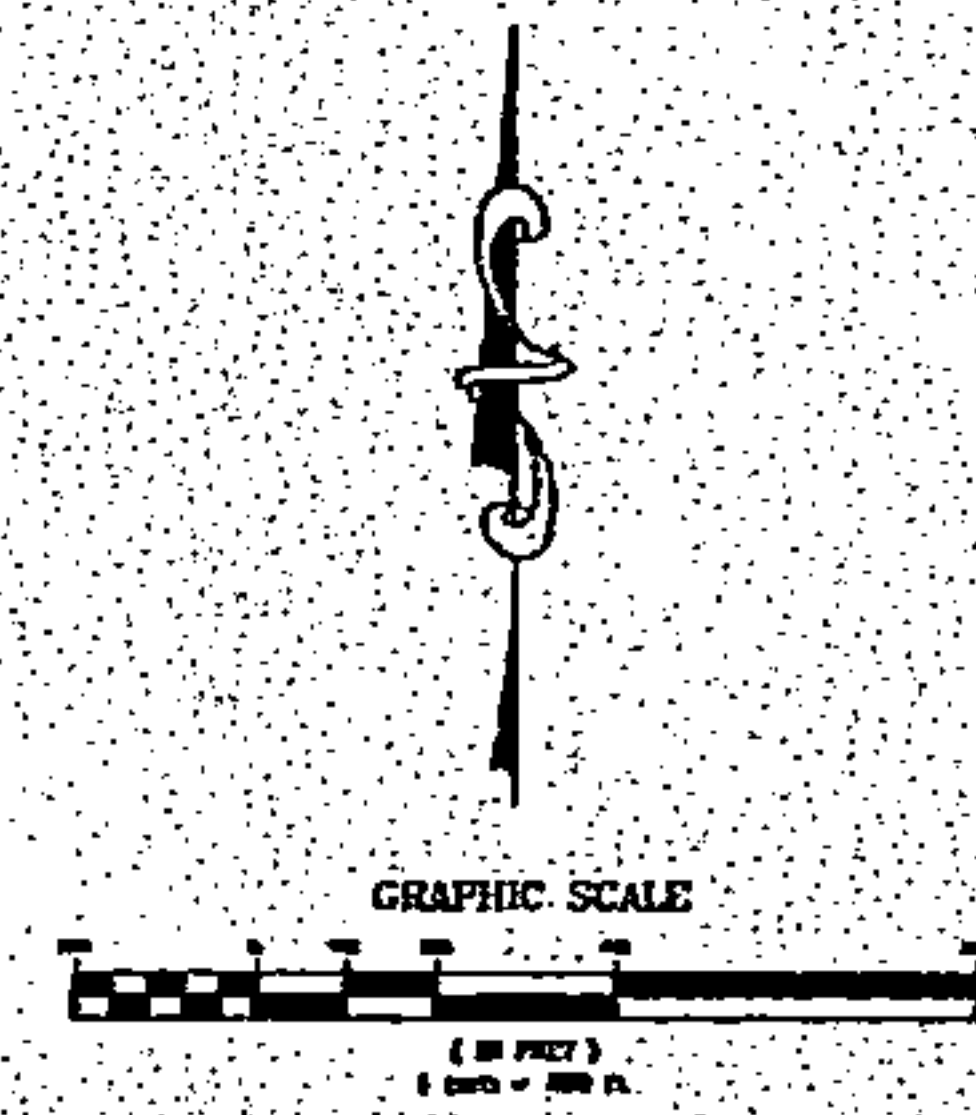
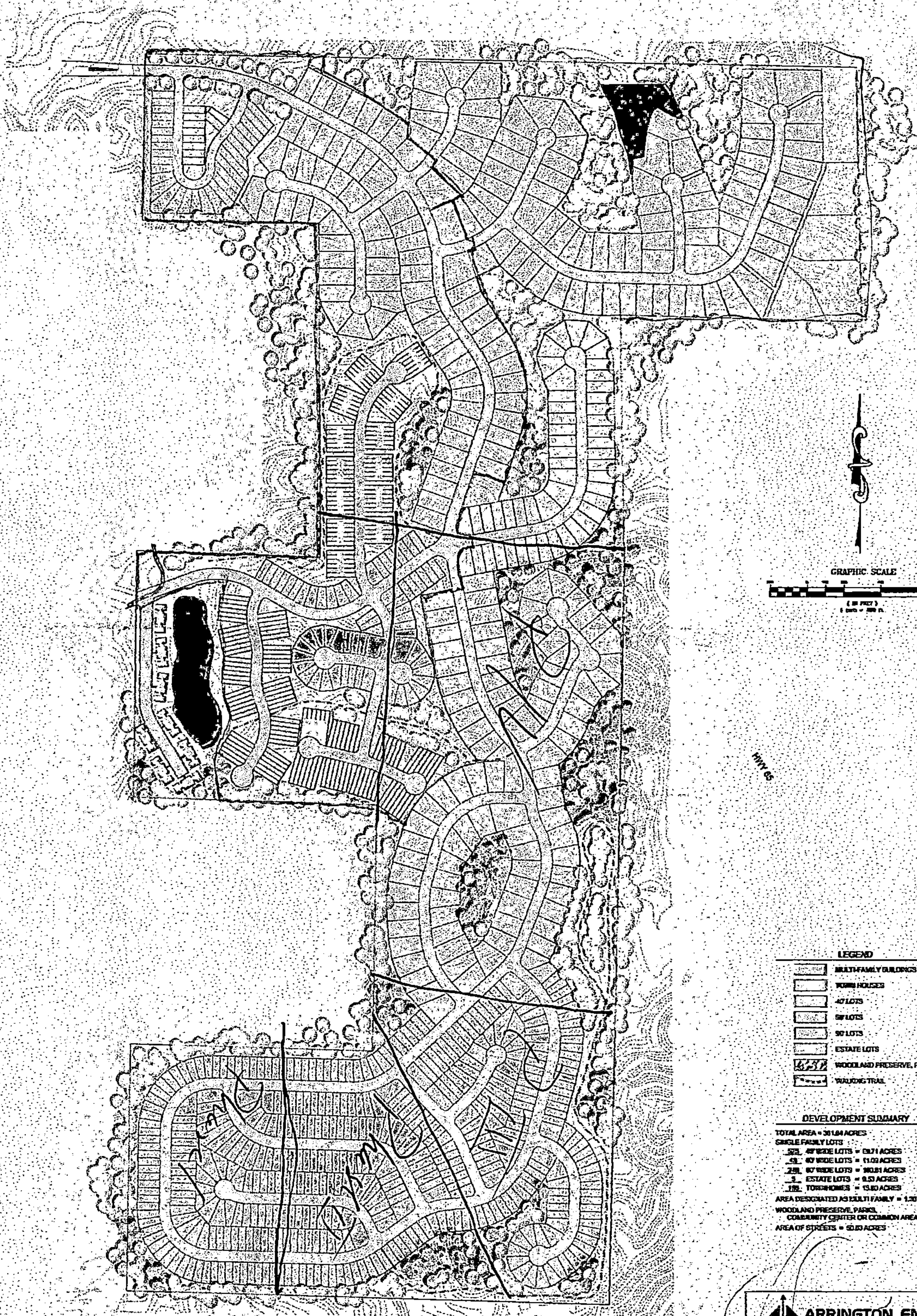
OWNERS: K J & T LLC
3106 PUMPHOUSE ROAD, BIRMINGHAM AL 35243
PHONE: (205) 970-1111

LIMESTONE

A PLANNED RESIDENTIAL COMMUNITY

MASTER PLAN
JULY 2005

DEVELOPED BY: WILLOUGHBY DEVELOPMENT
3106 PUMPHOUSE ROAD, BIRMINGHAM AL 35243
PHONE: (205) 970-1111



HWY 65

LEGEND	
[Symbol]	MULTIFAMILY BUILDINGS
[Symbol]	TOWN HOUSES
[Symbol]	40' LOTS
[Symbol]	50' LOTS
[Symbol]	60' LOTS
[Symbol]	ESTATE LOTS
[Symbol]	WOODLAND PRESERVE, PARK OR COMMON AREA
[Symbol]	WALKING TRAIL

DEVELOPMENT SUMMARY	
TOTAL AREA = 30.184 ACRES	
SINGLE FAMILY LOTS	
52. 40' WIDE LOTS = 10.71 ACRES	
53. 60' WIDE LOTS = 11.02 ACRES	
29. 60' WIDE LOTS = 10.01 ACRES	
2. ESTATE LOTS = 0.53 ACRES	
12. TOWNHOMES = 15.80 ACRES	
AREA DESIGNATED AS MULTI-FAMILY = 1.30 ACRES	
WOODLAND PRESERVE, PARK, OR COMMON AREA = 10.31 ACRES	
AREA OF STREETS = 0.03 ACRES	

ARRINGTON ENGINEERING
Civil Engineers - Surveyors - Land Planners
Office: (205) 955-1000
Fax: (205) 955-1001
2032 Highway 65
Birmingham, AL 35244