

ORDINANCE NO. 1946

**AN ORDINANCE TO ALTER AND REARRANGE
THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA,
SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER
TERRITORY CONTIGUOUS TO SAID CITY**

WHEREAS, the City Council of the City of Mountain Brook, Alabama, does hereby determine that the matters set forth in that certain petition of **Dena F. Bowden and Shirley B. Fortenberry, as the Heir under the Will of J. Gary Fortenberry** wherein the owners of the property described therein and hereinafter described in this Ordinance, requested that said property be annexed to the City of Mountain Brook are true, and that it is in the public interest that said properties be annexed to the City of Mountain Brook.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. Alteration of Corporate Limits. That under the provisions of the Code of Alabama (1975) § 11-42-21, the corporate limits of the City of Mountain Brook, Alabama, be, and the same are altered and rearranged so as to include, in addition to the territory already within the corporate limits of said City, the territory described in Exhibit "A" attached hereto and made a part hereof, which territory is contiguous to said City of Mountain Brook, Alabama, and not within the corporate limits of any other municipality where such alteration is conditioned upon the owners' execution and recording of protective covenants in the form as attached here to as Exhibit "B-1".

Section 2. Zoning. The zoning of the property described in Exhibit "A" attached hereto will be temporarily assigned to the zoning district set forth in City of Mountain Brook Ordinance No. 1347.

Section 3. Fire Dues. Pursuant to Act No. 604, as amended, of the 1976 Alabama Legislature, the City does hereby agree that if the territory described in this ordinance, or part thereof, is in any fire district organized under the laws of the State of Alabama, an amount shall be paid to the fire district equal to six times the amount of dues that the owner of the territory being annexed paid to the fire district the preceding year.

Section 4. Severability. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding. If any part, section, or subdivision of this ordinance or documents, map, or petition to which it may refer shall be held unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 5. Publication. The City Clerk shall file a certified copy of the property described in Exhibit "A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the property is located, and also cause a copy of this ordinance to be published in a newspaper of general circulation in the City of Mountain Brook, or to be published by posting as provided by law.

1946

Section 6. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

ADOPTED: This 14th day of December, 2015.



Council President

APPROVED: This 14th day of December, 2015.



Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its regular meeting on the 14th day of December, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on the 15th day of December, 2015, at the following public places, which copies remained posted for five (5) days as provided by law:

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road



City Clerk

Exhibit A
Description of Property

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B-1

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

This Instrument Prepared by:
Frank C. Galloway III, Esq.
GALLOWAY, SCOTT, MOSS & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, AL 35209

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Shirley B. Fortenberry as the heir under the Will of J. Gary Fortenberry and Dena F. Bowden (the "Owners"), are the owners of certain real property situated in unincorporated Jefferson County, Alabama, located at 5313 Old Leeds Road, Birmingham Alabama, 35210 and as more particularly described in the attached Exhibit A (hereinafter the "Property"); and illustrated in the accompanying map entitled Exhibit B, both of which are attached hereto and made a part hereof; and

WHEREAS, the Owners have applied to annex the Property into the limits of the City of Mountain Brook, Alabama (the "City"); and

WHEREAS, the undersigned Owners desire to subject said Property with the protective covenants, conditions, covenants, and limitations on the Property; and

WHEREAS, the Owners agree to execute these covenants, which run with the land, in consideration of the City agreeing to annex the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Owners, the undersigned hereby proclaim, publish, and declare that the Property is hereby encumbered and burdened with the covenants and restrictions subject to this Declaration, which shall run with the

land and shall be binding upon them and upon all parties having or acquiring any right, title, or interest in any part of the Property.

**ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

- 1.1 The Property shall be used for single-family residential purposes only and for no other use or purpose.
- 1.2 Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- 1.3 The exterior of the residence constructed on the Property must be of brick or better material and such residence shall have a pitched roof.
- 1.4 The residence constructed on the Property must contain a minimum of a two (2) car garage or parking area within a basement.
- 1.5 The Property shall not be further subdivided.

**ARTICLE II
CONDITION OF THE PROPERTY**

- 2.1 The Owners of the Property shall use their best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.
- 2.2 No weeds, underbrush, or unsightly growth shall be permitted to grow or remain from the building line forward, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property.
- 2.3 No vegetables, or other crops may be grown on the front yard of any house on the Property.
- 2.4 No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units.
- 2.5 No structure of temporary character such as a trailer, mobile home, manufactured home, double-wide manufactured home, tent, or shack shall be used as a residence either temporarily or permanently.

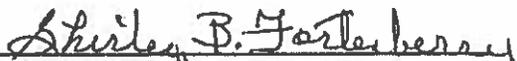
**ARTICLE III
GENERAL PROVISIONS**

3.1 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect in all matters and respects.

3.2 The covenants and restrictions herein shall enure to the benefit of the Property described herein and shall run with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or the City (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain an action in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

3.3 The restrictions, covenants, and provisions contained herein shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, after which time said restrictive covenants and provisions shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the Owners have here unto executed this Declaration effective as of the 10 day of December, 2015.


Shirley B. Fortenberry


Dena F. Bowden

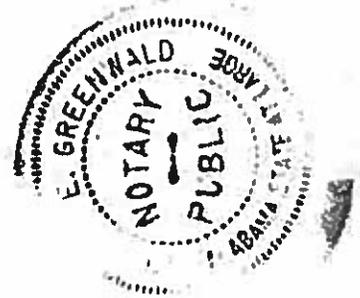
STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Dena F. Bowden**, whose name is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal of office this 10 day of December, 2015.



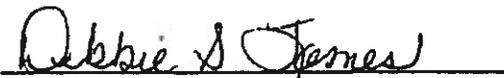
Notary Public
My commission expires: 9/23/2019



STATE OF ALABAMA)
:
CHOCTAW COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Shirley B. Fortenberry**, whose name is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal of office this 11 day of December, 2015.



Notary Public
My commission expires: Aug 2018

EXHIBIT A

That property located in Jefferson County, Alabama more particularly described as:

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence 47°06' to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence 134°50' to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B

OWNERSHIP MAP
JEFFERSON

STATE OF ALABAMA
DEPARTMENT OF REVENUE
PROPERTY TAX DIVISION

PROPERTY TAX MAPS SECTION
1000 W. UNIVERSITY BLVD., SUITE 200
BIRMINGHAM, AL 35294-0200
205-261-5000



PROPERTY TAX MAPS SECTION

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

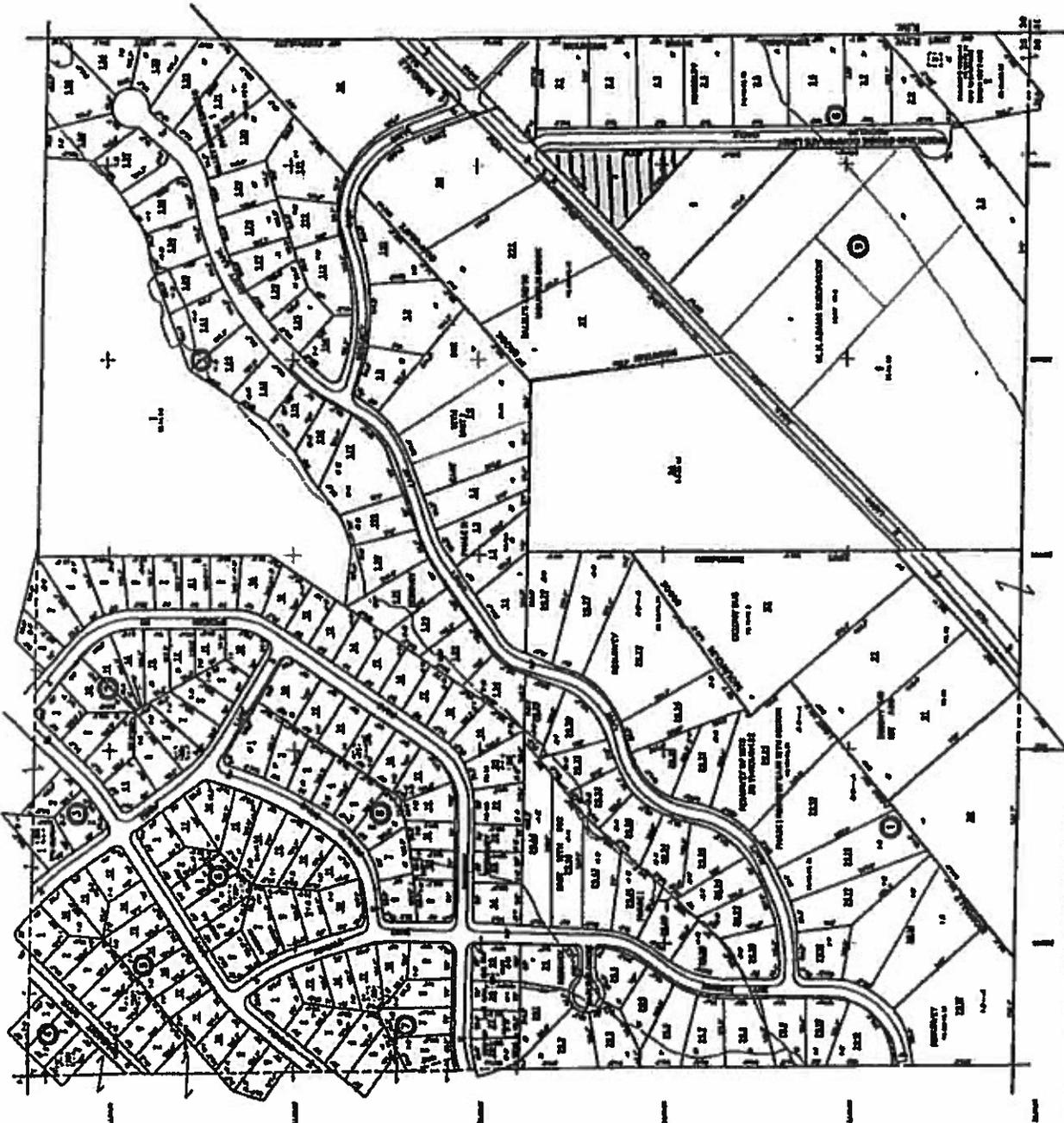
LEGEND

1	2	3	4	5	6	7	8	9	10
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61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

- 1. UNIMPROVED LAND
- 2. IMPROVED LAND
- 3. WATER
- 4. RAILROADS
- 5. AIRWAYS
- 6. POWER LINES
- 7. TELEPHONE LINES
- 8. GAS LINES
- 9. CEMENT CONCRETE DRIVEWAYS
- 10. ASPHALT DRIVEWAYS
- 11. GRAVEL DRIVEWAYS
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200802

916-2009



Property Detail Report

For Property Located At :
5313 OLD LEEDS RD, BIRMINGHAM, AL 35210



Owner Information

Owner Name: **FORTENBERRY J GARY/BOWDEN DENA F**
 Mailing Address: **9405 PINE GROVE RD, WARD AL 36922-2400 R002**
 Vesting Codes: **//**

Location Information

Legal Description: **P O B 415S FT S W OF THE INTER OF E LINE SEC 25 T 17 S R 2 W & S E LINE OLD LEEDS RD TH SW 300S FT ALG RD TH S E 298.3S FT TH N 423S FT TO POB**

County:	JEFFERSON, AL	APN:	23-00-25-4-009-003.000
Census Tract / Block:	108.05 / 4	Alternate APN:	333150
Township-Range-Sect:	17-2W-25	Subdivision:	
Legal Book/Page:		Map Reference:	23-25-4 / 23-25-4
Legal Lot:		Tract #:	
Legal Block:	415S	School District:	
Market Area:		School District Name:	
Neighbor Code:		Munic/Township:	OUTSIDE MUNIC

Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	/	1st Mtg Amount/Type:	/
Sale Price:		1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	
Document #:		2nd Mtg Amount/Type:	/
Deed Type:		2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:			

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Am/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Year Built / Eff:	/	Total Rooms/Offices		Garage Area:	
Gross Area:		Total Restrooms:		Garage Capacity:	
Building Area:		Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	
Above Grade:		Construction:		Air Cond:	
# of Stories:		Foundation:		Pool:	
Other Improvements:		Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:	E-2	Acres:	1.03	County Use:	VACANT LAND (910)
Lot Area:	44,867	Lot Width/Depth:	x	State Use:	
Land Use:	VACANT LAND (NEC)	Commercial Units:		Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:	\$148,300	Assessed Year:	2014	Property Tax:	\$1,500.97
Land Value:	\$148,300	Improved %:		Tax Area:	0010000
Improvement Value:		Tax Year:	2013	Tax Exemption:	
Total Taxable Value:					



PARCEL #: 23 00 25 4 009 003.000
 OWNER: FORTENBERRY J GARY B
 ADDRESS: 9405 PINE GROVE RD WARD AL 36922-2400
 LOCATION: 5313 OLD LEEDS RD BHAM AL 35210

Baths: 0.0 H/C Sqft: 0
 15-001.0 Bed Rooms: 0 Land Sch: A113
 Land: 140,300 Imp: 0 Total: 148,300
 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [1 / 1 Records]

Tax Year: 2015

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:

FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$148,300.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$148,320
 CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$148,300]: \$148,320

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$29,660	\$192.79	\$0	\$0.00	\$192.79
COUNTY	2	1	\$29,660	\$400.41	\$0	\$0.00	\$400.41
SCHOOL	2	1	\$29,660	\$243.21	\$0	\$0.00	\$243.21
DIST SCHOOL	2	1	\$29,660	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$29,660	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$29,660	\$151.27	\$0	\$0.00	\$151.27
SPC SCHOOL2	2	1	\$29,660	\$498.29	\$0	\$0.00	\$498.29

ASSD. VALUE: \$29,660.00

\$1,485.97

GRAND TOTAL: \$1,485.97

Payoff Quote

- Search
- Pay Tax
- Assessment
- Forms

QUICK LINKS

- BOE
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- News

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

Jefferson County
 716 Richard Arrington Jr
 Blvd N
 Birmingham, AL 35203
 (205) 325-5500





Galloway Scott Moss & Hancock LLC

Attorneys at Law

November 9, 2015

Mr. Steve Boone
City of Mountain Brook
P.O. Box 130009
Birmingham, AL 35213

Re: Petition for Annexation
Property Address: 5313 Old Leeds Road, Birmingham, AL 35210

23-00-25-4-009-003.000

Dear Mr. Boone:

Pursuant to your email instructions, enclosed herein please find a petition for annexation with exhibits regarding the above-referenced address. I understand that this petition will be heard at the next City Council meeting on November 23, 2015.

If you have any questions concerning the petition, please let me know. I look forward to hearing from you regarding this matter.

Sincerely,

Mary O. O'Neill

MOO/jbd
Enclosure

c: Mrs. Shirley B. Fortenberry
Mrs. Dena Bowden
Frank C. Galloway III

moo@galloway-scott.com

TO THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA:

The undersigned (is the owner) (are the owners) of the property described in Exhibit A attached hereto ("Property"), which is contiguous to the corporate limits of the City of Mountain Brook, a municipal corporation in the State of Alabama ("City"). No part of the Property is within the corporate limits or police jurisdiction of any other municipality. (I) (We) hereby file this petition with the City Clerk of the City and request that the Property be annexed to the City, pursuant to the Code of Alabama 1975, §11-42-21, et seq. A map of the Property, which shows its relationship to the corporate limits of the City, is attached hereto as Exhibit B.

In witness whereof, the undersigned (has) (have) signed this petition on the 27TH day of OCTOBER, 2015.

TRAVIS J. BOWDEN
Witness

Travis J. Bowden
(signature)

Dena F. Bowden
Dena F. Bowden

James Johnston
Witness

James Johnston
(signature)

Shirley B. Fortenberry
Shirley B. Fortenberry, Heir
under the Will of J. Gary Fortenberry

YES () NO () Owners are unsure.

8. Attach a copy of the deed by which the Property was conveyed to the present owner(s). See Exhibit C.

In witness whereof, the undersigned (has) (have) executed this questionnaire on the date indicated hereinafter:

Travis A. Bowden
Witness

Dena F. Bowden
Dena F. Bowden

October 27, 2015
Date

Jan Fortenberry
Witness

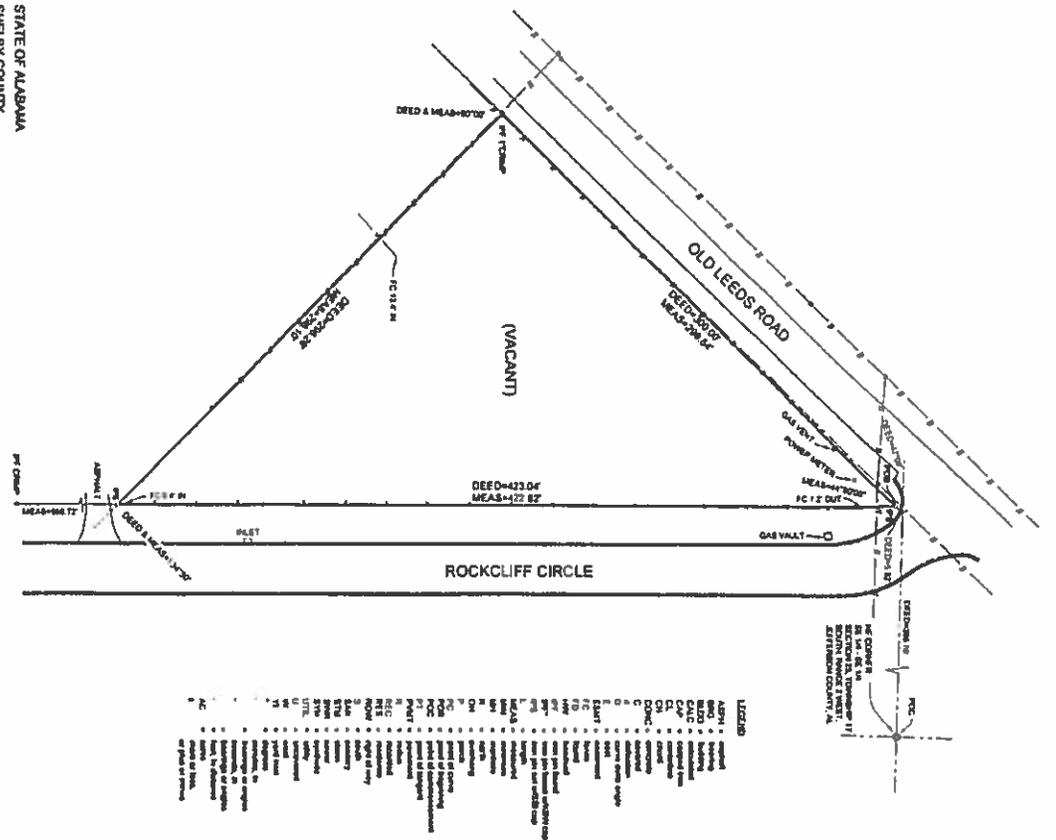
^{SBF}
Shirley Fortenberry
Shirley Fortenberry, as the heir
to Property under the Will of
J. Gary Fortenberry

October 30, 2015
Date

Exhibit A
Description of Property

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

SCALE: 1"=50'



STATE OF ALABAMA
SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed a tract of land in the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West, thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeastern right-of-way line of the Old Leeds Road, thence 47°05' to the left in a Southeastern direction along said Southeastern right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning, thence continuing in a Southeastern direction along said Southeastern right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point, thence 89°07' to the left in a Southeastern direction a distance of 299.28 feet to a point, thence 134°57' to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, that the correct address is as follows: 5313 Old Leeds Road according to my survey of February 18, 2015. Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS, INC.
2220 LAUREL VALLEY DRIVE SUITE M
BIRMINGHAM, AL 35242
PHONE: 205-991-6885

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. #12159

Date of Signature
2-20-15



Exhibit C
Title to the Property

The Property was redeemed in October, 1997 under a Quitclaim Deed by J. Gary Fortenberry and Dena F. Bowden.

J. Gary Fortenberry died in 2012 and left the Property to Shirley B. Fortenberry. The Will of J. Gary Fortenberry is attached. Shirley B. Fortenberry is also the Executrix under the Will of J. Gary Fortenberry.

Also attached is a Commitment for Title Insurance showing that the title holders are J. Gary Fortenberry and Dena F. Bowden.

lwb
ORIGINAL VERSION
Print Date: 9/25/15 at 14:29:41



COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company

LTC File No: 4803K-15

SCHEDULE A

1. Commitment Effective Date: **September 18, 2015, 08:00 am**
2. Policy or Policies to be issued: Amount
 - a. ALTA Owner's Policy (6-17-06): **\$1,000.00**
Proposed Insured: **Legally Qualified Purchaser**
 - b. ALTA Loan Policy (6-17-06)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
J. Gary Fortenberry and Dena F. Bowden
5. The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned September 25, 2015

By: **LAND TITLE COMPANY OF ALABAMA**
ALDOI Business License No. 0187964

By William F. Miller III
Authorized Signatory

This instrument was prepared by:
Matthew W. Bowden
Balch & Bingham LLP
P. O. Box 306
Birmingham, AL 35201

9 9 1 4 / 6 4 1 9

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

QUITCLAIM DEED

WHEREAS, on October 9, 1953, Elizabeth R. Kerr conveyed a parcel of property situated in Jefferson County, Alabama as more particularly described on Exhibit A hereto (the "Property"), by warranty deed to W.E. Fortenberry and Elizabeth S. Fortenberry as joint tenants with right of survivorship (recorded at Volume 5148, Page 574, in the Office of the Judge of Probate of Jefferson County, Alabama). Upon the death of her husband, W.E. Fortenberry, on June 21, 1976, Elizabeth S. Fortenberry became the sole owner of the Property;

WHEREAS, on May 31, 1996, Gary Shurett and Shu Shurett (the "Grantors" herein) purchased the Property for the amount of taxes due plus costs at a tax sale by Jefferson County and received therefor that certain Certificate of Purchase dated June 14, 1996, a copy of which is attached hereto as Exhibit B;

WHEREAS, Elizabeth S. Fortenberry died on October 7, 1997 and devised the rest and residue of her estate, including real property, to her two children, J. Gary Fortenberry and Dena F. Bowden (the "Grantees" herein)(see Last Will and Testament of Elizabeth Spencer Fortenberry and Decree on Final Settlement dated December 16, 1998 on file in the Probate Court of Jefferson County, Alabama, Case No. 163054); and

WHEREAS, Grantees have elected to redeem the Property and in return for reimbursement by Grantees to Grantors of the sum of the amount paid at the tax sale and all subsequent taxes plus 12% interest thereon, and payment of such additional amounts as agreed to by the parties, the Grantors agreed to execute this Quitclaim Deed conveying all of their interest in the Property and assigning the Certificate of Purchase to the Grantees.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, for and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby remise, release, quitclaim, grant, sell, convey, and assign to Grantees, as tenants-in-common, all of Grantors' right, title, interest and claim, including, without limitation, any right, title, interest or claim arising from the Certificate of Purchase referenced above or connected with any acts of possession or use by Grantors, in or to the Property.

No part of the Property constitutes any part of the homestead of Grantors.

TO HAVE AND TO HOLD to Grantees and their respective heirs, successors and assigns forever.

Given under my hand and seal, this 3rd day of November, 1999.

Witnesses:

Jose Luis Solin

Michael Burgess

GRANTORS:

Gary Shurett
Gary Shurett

Shu Shurett
Shu Shurett

1700⁰⁰

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **GARY SHURETT**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand this the 3rd day of November 1999.

Karen O. Brubaker

Notary Public

My commission expires: 1-13-03

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SHU SHURETT**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand this the 3rd day of November 1999.

Karen O. Brubaker

Notary Public

My commission expires: 1-13-03

[NOTARIAL SEAL]

EXHIBIT A TO QUITCLAIM DEED

Legal description of the Property

A tract of land in the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West, being more particularly described as follows: Begin at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B TO QUICKCLAIM DEED

CERTIFICATE OF TAX SALE

**THE STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, Tax Collector for said County, in accordance with the General Revenue Laws of said State, hereby certify that the following described property, was as of October 1st 1994, assessed by the Tax Assessor of said County to the within named assessee and the amount of taxes, fees and costs due thereon for the year 1995 was \$ 324.13 as follows, to wit:

UNIT-NUMBER: 1-8250 PARCEL-ID: 23-25-4-9-3.000-RR

FORTENBERRY W E

P O B 415S FT S W OF THE INTER OF E LINE SEC 25 T 17 S R 2 W
S E LINE OLD LEEDS RD TH SW 300S FT ALG RD TH S E
298.3S FT TH N 423S FT TO POB

SECT 25 TWSP 17S RANGE 2W

		CLASS 3		
STATE ASSESSED VALUE		5253	FOREST FEE	
STATE GROSS TAX .00650	34.14		WEED LIEN	
STATE H/E	.00		CONDEMNATION FEE	
STATE-NET-TAX	34.14		ASSESSOR FEE	
COUNTY GROSS TAX .01350	70.92		COLLECTOR FEE	5.00
COUNTY H/E	.00		PROBATE JUDGE FEE	5.00
COUNTY NET-TAX	70.92			
COSCH GROSS TAX .00820	43.07		ADVERTISING	37.80
COSCH H/E	.00			
COSCH NET TAX	43.07		INTEREST	13.16
SPSCH1 GROSS TAX .00510	26.79		TOTAL FEES & COST	60.96
SPSCH1 H/E	.00		TOTAL	324.13
SPSCH1 NET TAX	26.79			
SPSCH2 GROSS TAX .01680	88.25			
SPSCH2 H/E	.00			
SPSCH2 NET TAX	88.25			
OUTSIDE NUNIC .00000	.00			
H/E	.00			
NET TAX	.00			
TOTAL NET TAX	263.17			

State of Alabama - Jefferson County
I certify this instrument filed on:
1999 NOV 04 A.M. 10:58
Recorded and \$ Mig. Tax
and \$ 2.00 Deed Tax and Fee Amt.
\$ 12.00 Total \$ 14.00
GEORGE R. REYNOLDS, Judge of Probate
9914/6419

I further certify that notice of the sale of said real property was given for thirty days before the date of sale by publication once a week for three successive weeks in the BIRMINGHAM TIMES, BIRMINGHAM POST-HERALD and BIRMINGHAM NEWS, newspapers regularly-published in said County; and I further certify that said notice described said real property and stated the amount for which the decree of sale by the Court of Probate was rendered on the 3RD DAY OF MAY, 1996, against same, and against whom the taxes embraced in said decree were assessed, and also stated the time and place of sale. The said real property was offered for sale on the 31ST DAY OF MAY, 1996, in front of the Courthouse of said County at BIRMINGHAM, Alabama at public outcry, to the highest bidder for cash, between the hours of 10 A.M. and 4 P.M. and that said real property was so offered that as practicable only such portion thereof was sold as was necessary to satisfy the decree under which it was sold, and the expenses for the sale and that at said sale GARY & SHU SHURETT became the purchaser of said real property at the sum of \$ 324.13 which was the highest bid therefor.

I further certify that report of said sale was filed with the Court of Probate within time required by law and that said report having lain over for more than five days was confirmed and ratified by said court on the 14TH DAY OF JUNE, 1996.

Jack W. Adams

Last Will and Testament

OF

JAMES GARY FORTENBERRY, also known as
J. GARY FORTENBERRY

STATE OF ALABAMA

SUMTER COUNTY

KNOW ALL MEN BY THESE PRESENTS, that I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, being of sound mind and disposing memory and being over the age of nineteen (19) years, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all former testamentary dispositions heretofore made by me.

ITEM ONE

I hereby direct that all my just debts and funeral expenses be paid by my Executrix, hereinafter named, as soon after my death as is practical.

ITEM TWO

I hereby give, devise and bequeath unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, the following described real and personal property in Choctaw County, Alabama, to be theirs, share and share alike, per stirpes:

N ½ of Section 18, Township 14 North, Range 1 East.

ITEM THREE

I hereby give, devise, and bequeath all the rest, residue and remainder of my property and estate, wheresoever located and whether real, personal or mixed, unto my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, to be hers, in fee simple.


JAMES GARY FORTENBERRY

ITEM FOUR

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath the following:

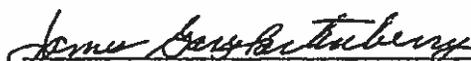
(a) All my mineral rights to my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes;

(b) All real property owned by me in Sumter County, Alabama to my beloved daughter, SCARLET F. JOHNSTON, subject to the mineral rights being devised in Item 4(a).

(c) All real property owned by me in Choctaw County, Alabama except the following: N ½ of Section 18, Township 14 North, Range 1 East, to my beloved daughter, STACY F. JOHNSON, subject to the mineral rights being devised in Item 4(a) above.

ITEM FIVE

Should SCARLET F. JOHNSTON or STACY F. JOHNSON desire to sell any real property herein devised or any part of the real property herein devised, any such sale made shall be void and of no effect unless the said child desiring to sell shall first offer in writing to sell said property at a price certain to the other child herein, at which price certain the child shall have thirty (30) days within which to purchase said land offered. If the child does not purchase within said thirty (30) day period, said child desiring to sell shall then be able to sell said land to other persons; provided, said child shall accept no less as a purchase price for said land than that price at which said land was offered under this paragraph to the other child, without having first re-offered same in writing to the child at the lesser price and giving said child thirty (30) days within which to purchase said property at said lesser price. When required so as to make this condition operative, the word child shall mean the heirs or devisees of the child. This condition shall remain in force and effect so long as any of the children devised said property shall live but this condition shall not restrict the rights of children to mortgage said property.


JAMES GARY FORTENBERRY

ITEM SIX

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath all the rest, residue and remainder of my property and estate, wheresoever located and whether real, personal or mixed, unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes.

ITEM SEVEN

I hereby nominate and appoint as the Executrix of this my Last Will and Testament my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, and I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder. In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY predeceases me, dies at the same time as I die or refuses or is unable for any reason to serve as the Executrix hereunder, I hereby nominate and appoint my beloved daughter, SCARLET F. JOHNSTON to serve as successor Executrix. I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder.

I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator, sign my name to this instrument this 28th day of June, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, and that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

 (SEAL)
JAMES GARY FORTENBERRY, also known as
J. GARY FORTENBERRY, Testator

We, Lucille T. Skinner and Doris H. Haney

the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

Lucille T. Skinner
WITNESS

Doris H. Haney
WITNESS

Subscribed, sworn to and acknowledged before me by JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator and subscribed and sworn to before me by Lucille T. Skinner and Doris H. Haney, witnesses, this 28th day of June, 2007.

My Commission Expires:
10-15-10

William R. Christopher
NOTARY PUBLIC

This Instrument Prepared By:

WILLIAM R. CHRISTOPHER
Attorney at Law
Post Office Box 169
Butler, Alabama 36904-0169
File Number 07-2145-C

THE STATE OF ALABAMA I, MICHAEL ARMISTEAD
IN CHOCTAW COUNTY Judge of probate in and for
said State and County, do hereby certify that the within and
forgoing is a true and correct copy of Will
as the same appears of record in my office on this
date, Record Book 14 Page 148
Given under my hand and seal of office this 9th
day of OCTOBER 20 07
Michael Armistead Judge of Probate

James Gary Fortenberry
JAMES GARY FORTENBERRY