# stewart

# ALTA COMMITMENT FOR TITLE INSURANCE issued by STEWART TITLE GUARANTY COMPANY

#### NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a(n) Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.



- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A:
  - e. Schedule B, Part I Requirements;
  - f. Schedule B, Part II Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

# 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

# 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B. Part I Requirements:
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.



- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

# 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

# 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



STEWART TITLE GUARANTY COMPANY P.O. Box 2029, Houston, TX 77252-2029

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Ву:\_

Frederick H. Eppinger, President and CEO

By:\_

David Hisey, Secretary

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Knowles & Sullivan, LLC Issuing Office: 413 Broad Street

Gadsden, AL 35901

Issuing Office's ALTA® Registry ID: M01107

Loan ID Number:

Commitment Number: 2025-2116 Issuing Office File Number: 2025-2116

Property Address: 487 Spring Valley Drive, Chelsea, AL 35043

Revision Number:

#### SCHEDULE A

- 1. Commitment Date: February 13, 2025 4:30 PM
- 2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy

Proposed Insured:

TBD

Proposed Amount of Insurance:

\$

The estate or interest to be insured:

fee simple

- 3. The estate or interest in the Land at the Commitment Date is: fee simple
- ree simple
- 4. The Title is, at the Commitment Date, vested in:

Michael H. Vaughn and Anna G. Vaughn by deed from J. Anthony Joseph dated 12/01/2000 and recorded with Shelby County Recording Office on 12/14/2000 as Instrument #2000-42999.

The land is described as follows:
 The land is described as set forth in Exhibit A attached hereto and made a part hereof.

#### KNOWLES & SULLIVAN, LLC

413 Broad Street, Gadsden, AL 35901

Telephone: (256) 547-7200

STEWART TITLE GUARANTY COMPANY

P.O. Box 2029, Houston, TX 77252-2029

Countersigned by:

Jason Knowles, License #16877460

Knowles & Sullivan, LLC, License #0242818

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Frederick H. Eppinger, President and CEO

By:

David Hisey, Secretary

# SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
  - Duly authorized and executed Deed from Michael H. Vaughn and Anna G. Vaughn to TBD, to be executed and recorded at closing.



# SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records
  or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B,
  Part I Requirements are met.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Easements, or claims of easements, not recorded in the Public Records.
- 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
- 6. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
- 7. Taxes or special assessments which are not recorded as existing liens in the Public Records.
- 8. All taxes for the year 2025 and subsequent years, not yet due and payable.
- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 10. Easement to Alabama Power Company recorded on October 1, 2001, at Inst. #2001-42171.
- 11. Partial Termination of Easement and Establish Re-Routed Easement recorded on July 22, 2008, at Inst. # 20080722000296540.



#### **CHAIN OF TITLE**

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

# Property: 487 Spring Valley Drive, Chelsea, AL 35043

J. Anthony Joseph to Michael H. Vaughn and Anna G. Vaughn by deed dated 12/01/2000 and recorded on 12/14/2000 as Instrument Number 2000-42999 in the Official Records of the Shelby County Recording Office.

HSC Land Development, LLC to Michael H. Vaughn and Anna G. Vaughn by deed dated 12/01/2000 and recorded on 12/14/2000 as Instrument Number 2000-43000 in the Official Records of the Shelby County Recording Office.

HSC Land Development, LLC to Michael H. Vaughn and Anna G. Vaughn by deed dated 02/15/2001 and recorded on 03/16/2001 as Instrument Number 2001-09556 in the Official Records of the Shelby County Recording Office.

- J. Anthony Joseph to Michael H. Vaughn and Anna G. Vaughn by deed dated 06/07/2001 and recorded on 06/18/2001 as Instrument Number 2001-24863 in the Official Records of the Shelby County Recording Office.
- J. Anthony Joseph to Michael H. Vaughn and Anna G. Vaughn by deed dated 08/20/2001 and recorded on 09/04/2001 as Instrument Number 2001-37802 in the Official Records of the Shelby County Recording Office.



# EXHIBIT "A"

# PARCEL ONE

Commence at a 1/4" rebar in place being the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00 degrees 03 minutes 43 seconds East along the West boundary of said quarter-quarter section for a distance of 399.56 feet to the point of beginning. From this beginning point proceed North 00 degrees 06 minutes 05 seconds East along the West boundary of said Northwest one-fourth of the Southwest one-fourth and along the West boundary of the Southwest one-fourth of the Northwest one-fourth for a distance of 1607.81 feet (set " rebar); thence proceed North 63 degrees 41 minutes 12 seconds East for a distance of 522.06 feet (set " rebar); thence proceed South 48 degrees 10 minutes 24 seconds East for a distance of 308.48 feet (set " rebar); thence proceed South 07 degrees 29 minutes 55 seconds West for a distance of 1144.00 feet; thence proceed South 47 degrees 50 minutes 21 seconds West for a distance of 743.85 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Northwest one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, and contains 20.91 acres.

#### PARCEL TWO

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89 deg. 50 min. 22 sec. West along the South boundary of said 1/4/1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 83 deg. 50 min. 22 sec. West along the South boundary of said 1/4 1/4 section for a distance of 1188.13 feet to a 1/4" rebar in place, said point being the Southwest corner of said 1/4 1/4 section; thence proceed North 00 deg. 03 min. 43 sec. East along the West boundary of said 1/4 1/4 section for a distance of 399.56 feet to the point of beginning. From this beginning point proceed North 47 deg. 50 min. 21 sec. East for a distance of 743.85 feet; thence proceed South 53 deg. 37 min. 49 sec. East for a distance of 208.69 feet; thence proceed South 39 deg. 27 min. 52 sec. West for a distance of 491.69 feet; thence proceed South 88 deg. 03 min. 39 sec. West for a distance of 419.16 feet to the point of beginning.

The above described land is located in the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

#### PARCEL THREE

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest one-fourth of the Southwest one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89 deg. 50" 22" West along the South boundary of said quarter-quarter section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 89 deg. 50' 22" West along the South boundary of said quarter-qua-ter section for a distance of 1188.13 feet to a 1/4" rebar in place, said point being the Southwest corner of said quarter- quarter section; thence proceed North 45 deg, 56' 18" East for a distance of 539.03 feet; thence proceed North 39 deg. 27 52" East for a distance of 542.05 feet, thence proceed South 82 deg. 17' 51" East for a distance of 167.0 feet to a 1/2" rebar, said point being the point of beginning. From this beginning point proceed North 33 deg. 21" 43" East for a distance of 103.14 feet; thence proceed North 46 deg. 38' 56" East for a distance of 95,31 feet; thence proceed North 82 deg. 19' 33" East for a distance of 163.22 feet; thence proceed North 60 deg, 55' 25" East for a distance of 97.34 feet, thence proceed North 43 deg, 57' 04" East for a distance of 254,04 feet; thence proceed North 51 deg, 16' 04" East for a distance of 386.91 feet; thence proceed North 61 deg. 59\* 17" East for a distance of 218.11 feet; thence proceed North 46 deg. 16' 05" East for & distance of 192.64 feet; thence proceed South 88 deg. 00" 40" East for a distance of 80.08 feet; thence proceed South 48 deg. 07'33" West for a distance of 256.97 feet; thence proceed South 62 deg. 17" 42" West for a distance of 219.99 feet; thence proceed South 51 deg. 13' 10" West for a distance of 382.22 feet; thence proceed South 43 deg, 43' 39" West for a distance of 252,03 feet; thence proceed South 60 deg. 14' 43" West for a distance of 109.72 feet; thence proceed South 22 deg. 04' 54" West for a distance of 175.98 feet to a 1/2" rebar; thence proceed North 82 deg, 17' 51" West for a distance of 246,37 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth; the Northeast one-fourth of the Southwest one-fourth and the Southeast one-fourth of the Northwest one-fourth of Section 23, Township 19 South, Range I West, Shelby County, Alabama and contains 2.29 acres.

# Easement No. 1

A 60 foot ingress/egress and utility easement described as follows: Commence af a corner in place being the Southwest corner of the NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 89 deg. 36 min. 25 sec. East along the South boundary of said 1/4 1/4 Section for a distance of 206.25 feet to a point on the centerline of an existing easement as shown in the Office of the Judge of Probate of Shelby County, Alabama, in' Deed Book 1996, page 10930; thence proceed Southwesterly along the centerline of said recorded casement for a

distance of 90.87 feet to the point of beginning of 60 foot ingress/egress and utility easement. From this beginning point proceed North 75 deg. 58 min. 08 sec. West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 138.60 feet to the P. C. of & concave curve right having a delta angle of 39 deg. 51 min. 54 sec. and a tangent of 90.65 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 56 deg. 02 min. 11 sec, West, 170.46 feet; thence proceed North 36 deg. 06 min. 14 sec. West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 719.01 feet to the P. C. of a concave curve right having a delta angle of 61 deg, 25 m:in. and a tangent of 89.09 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 05 deg. 23 min. 44 sec. West, 153.20 feet; thence proceed North 25 deg. 18 min. 46 sec. East along the centerline of said 60 foot ingress/egress and utility easement for a distance of 567.56 feet; thence proceed North 45 deg. 32 min. 56 sec. East along the centerline of said ingress/egress and utility easement for a distance of 145.01 feet; thence proceed North 28 deg. 49 min. 11 sec. Bast along the centerline of said ingress/egress and utility easement for a distance of 129.52 feet; thence proceed North 01 deg. 37 min. 44 sec. West along the centerline of said ingress/egress and utility easement for a distance of 118.63 feet; thence proceed North 88 deg. 24 niin. 40 sec. West along the centerline of said ingress/egress and utility easement for a distance of 490.26 feet to Point A; thence proceed North 49 deg. 39 min. 12 sec. West along the centerline of said ingress/egress easement for a distance of 454.80 feet; thence proceed North o6 deg. 57 min. 39 sec, East along the centerline of said ingress/egress easement for a distance of 183.92 feet; thence proceed South 90 deg. West along the centerline of said ingress/egress easement for a distance £ 376.79 fee; thence proceed North 16 deg. o6 min.. 48 sec. West along the centerline of said ingress/egress easement for a distance of 259.83 feet the termination of said easement; thence again from Point A proceed South 64 deg. 07 min. 25 sec. West along the centerline of a 60 foot ingress/egress easement for a distance of 763.55 feet to the termination of said easement.

# Easement No. 2

ALSO, a 60 foot non-exclusive easement for Ingress and Egress, more particularly described as follows: From the Southwest corner of the NE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said NE 1/4 of NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55 deg. 25 min. 49 sec. left and run 99.24 feet along said easement centerline and the following courses: 06 deg. 03 min. 54 sec. left for 104.89 feet; 12 deg. 24 min, 30 sec. left for 175.59 feet; 10 deg. 38 min. right for 201.28 feet; 12 deg, 54 min. 55 sec. right for 165.02 feet; 05 deg. 37 min. 50 sec. left for 265.89 feet; 15 deg. 35 min. 30 sec. right for 323.69 feet; 13 deg. 58 min. 30 sec. left for 188.54 feet; 08 deg. 44 min. right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180 deg. 00

min. right and run along said easement centerline a distance of 50.72 feet; thence turn 92 deg. 06 min. 49 sec. left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54 deg. 49 min, 11 sec. right for 141.23 feet; 12 deg. 33 min. 27 sec. left for 110.76 feet; 20 deg. 34 min, 50 sec. left for 169.50 feet; 15 deg. 05 min. 36 sec. right for 86.16 feet; 36 deg. 33 min. 41 sec. right for 166.53 feet; 29 deg. 09 min. 29 sec. left for 97.38 feet; 14 deg. 44 min. 38 sec, left for 198,02 feet; 16 deg. 40 min. 30 sec. left for 276.22 feet; 34 deg. 30 min. 41 sec. left for 274.24 feet to a point on the South boundary of the NW 1/4 of NE 1/4 of aforementioned Section 23; thence turn 02 deg. 14 min, 58 sec. right and continue along said easement a distance of 473.26 fest to the P. C. of a curve concave right, having a delta angle of 65 deg. 53 min. 34 sec, and tanzents of 100.0 feet and a centerline arc distance of 177.45 feet to the P. T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122 deg. 12 min. 30 sec. left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4 of NE 1/4 of Section 23, Township 19 South, Range I West; thence turn 180 deg. 00 min. right and run 760.84 feet along said easement centerline; thence turn 57 deg. 47 min. 30 sec. left and mun 338.44 feet along said easement centerline; thence turn 02 deg. 42 min. 42 sec. right and run 588,77 feet to the PC of a curve concave left, having a delta angle of 46 deg. 35 min. 43 sec. and tangents of 75.0 feet and 4 centerline arc distance of 141,64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116 deg. 34 min. 50 sec. left and run 68.62 feet along said easement centerline; thence turn 180 deg. 00 min. right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17 deg. 17 min. 51 sec. and tangents of 80.0) feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 301,63 feet to the PC of a curve concave left, having a delta angle of 27 deg. 09 min. 45 sec. and tangents of 80,0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30 deg. 36 min. 35 sec. and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT, thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27 deg, 45 min. 20 sec. and tangents of 75.0 feet and a centerline arc distance of 47.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence tum 154 deg. 51 min. 35 sec. left and run 278.49 feet along said easement centerline; thence turn o6 deg. 48 min. right and run 213.47 feet along said easement centerline; thence turn 00 deg. 50 min. 46 sec. right and run 321.84 feet along said easement centerline; thence turn 180 deg, oo min. right and run 321.84 feet along said easement centerline; thence turn oo deg. 50 min. 46 sec. left and run 213.47 feet along said easement centerline; thence tum o6 deg. 48 min. left and run 278.49 feet along said easement centerline; thence turn o9 deg. 12 min. left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176.36 feet to the PC of a curve

concave left, having a delta angle of 54 deg. 03 min, 57 sec. and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74 deg. 40 min. 50 sec. and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave: left, having a delta angle of 48 deg. 19 min, 01 sec. and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U. S. Highway No. 280 (80 foot right of way) and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at page 89; said property being situated in Shelby County, Alabama.

# PARCEL FOUR

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning, From this beginning point, proceed North 89 deg. 50 min. 22 sec. East along the South boundary of said 1/4-1/4 section for a distance of 1188.13 feet to a 1/2 inch capped rebar in place; thence proceed North 30 deg. 02 min, 45 sec. East for a distance of 889.62 feet: thence proceed North 82 deg, 17 min. 51 sec. West for a distance of 108.12 feet; thence proceed North 82 deg. 17 min. 51 sec. West for a distance of 746.31 feet; thence proceed North 82 deg. 17 min. 51 sec. West for a distance of 746.31 feet; thence proceed South 39 deg. 27 min. 52 sec. West for a distance of 542.05 feet; thence proceed South 45 deg, 56 min. 18 sec. West for a distance of 539.03 feet to the point of beginning.

Located in the NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

# Easement No. 1

A 60 foot ingress/egress and utility easement described as follows: Commence at a comer in place being the Southwest corner of the NW 1/4 of the SE 1/4 of Section 23. Township 19 South, Range | West, Shelby County, Alabama; thence proceed North 89 deg: 36 min. 25 sec. East along the South boundary of said 1/4 1/4 Section for a distance of 206.25 feet to a point on the centerline of an existing easement as shown in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 1996, page 19930; thence proceed Southwesterly along the centerline of said recorded easement for a distance of 90.87 feet to the point of beginning of 60 foot ingress/egress and utility easement. From this beginning point proceed North 75 deg, 58 min. 08 sec. West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 138.60 feet to the P. C. of a concave curve right having a delta angle of 39 deg. 51 min. 54 sec. and a tangent of 90.65 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 56 deg. 02 min. 11 sec. West, 170.46 feet; thence proceed North 36 deg. 06 min. 14 sec. West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 719.01 feet to the P. C. of a concave curve right having a delta angle of 61 deg, 25 min. and a tangent of 89.09 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 05 deg. 23 min. 44 sec. West, 153.20 feet; thence proceed North 25 deg. 18 min. 46 sec. East along the centerline of said 60 foot ingress/egress and utility easement for a distance of 567.56 feet; thence proceed North 45 deg. 32 min. 56 sec. East along the centerline of said ingress/egress and utility easement for a distance of 145.01 fest; thence proceed North 28 deg, 49 min. 11 sec. East along the centerline of said ingress/egress and utility easement for a distance of 129.52 feet; thence proceed North 01 deg, 37 min. 44 sec. West along the centerline of said ingress/egress and utility

easement for a distance of 118.63 feet; thence proceed North 88 deg. 24 min. 40 sec. West along the centerline of said ingress/egress and utility easement for a distance of 490.26 feet to Point A; thence proceed North 49 deg. 39 min. 12 sec. West along the centerline of said ingress/egress easement for a distance of 454,80 feet; thence proceed North 06 deg. 57 min. 39 sec. East along the centerline of said ingress/egress easement for 4 distance of 183.92 feet; thence proceed South 90 deg, West along the centerline of said ingress/egress easement for a distance of 376.79 feet; thence proceed North 16 deg. 06 min.. 48 sec. West along the centerline of said ingress/egress easement for a distance of 259.83 feet the termination of said easement; thence again from Point A proceed South 64 deg. 07 min. 25 sec. West along the centerline of a 60 foot ingress/egress casement for a distance of 763.55 feet to the termination of said easement.

# Easement No. 2

A 50 foot easement for ingress, egress and utilities being 25 feet each side of the following described line: Commence at the SW comer of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range I West, Shelby County, Alabama; thence proceed North o deg. 03 min. 43 sec. East for a distance of 399.56 feet; thence proceed North 47 deg. 50 min. 21 sec. East for a distance of 743.85 feet to a 1/2 inch rebar in place; thence proceed South 59 deg. 37 min. 49 sec. East for a distance of 208.69 feet to a 1/2 inch rebar in place; thence proceed South 82 deg. 17 min. 51 sec. East for a distance of 177.74 feet to the point of beginning of the following described easement; thence proceed North 38 deg. 28 min. 05 sec. East for a distance of 246.73 feet; thence proceed South 74 deg. 50 min. 13 sec. East for a distance of 156.37 feet; thence proceed North 53 deg. 36 min. 24 sec. East for a distance of 88.28 feet; thence proceed North 44 deg. 30 min. 46 sec. Bast for a distance of 262.22 feet; thence proceed North 50 deg. 51 min. 07 sec. East for 2 distance of 268.48 feet; thence proceed North 49 deg. 31 min. 58 sec. East for a distance of 176.73 feet; thence proceed North 58 deg. 59 min. 38 sec. East for a distance of 189.56 feet; thence proceed North 75 deg. 01 min. 56 sec. East for a distance of 170.28 feet; thence proceed North 60 deg, 21 min. 20 sec. East for a distance of 123.96 feet to the termination of said easement.

# Easement No. 3

ALSO, a 60 foot non-exclusive easement for Ingress and Egress, more particularly described as follows: From the Southwest corner of the NE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range t West, run thence East along the South boundary of said NE 1/4 of NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55 deg. 25 min. 49 sec. left and run 99.24 feet along said casement centerline and the following courses: 06 deg. 03 min. 54 sec. left for 104.89 feet; 12 deg. 24 min. 30 sec. left for 175,59 feet; 10 deg. 38 min. right for 201.28 feet; 12 deg. 54 min. 55 sec. right for 165.02 feet; 05 deg. 37 min. 50 sec. left for 265.89 feet; 15 deg. 35 min. 30 sec. right for 323.69

feet; 13 deg. 58 min. 30 sec. left for 188,54 feet; 08 deg. 44 min. right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence tumn 180 deg. 00 min. right and run along said easement centerline a distance of 50.72 feet; thence turn 92 deg. 06 min. 49 sec. left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54 deg. 49 min. 11 sec. right for 141.23 feef; 12 deg. 33 min. 27 sec. left for 110.76 feet; 20 deg, 34 min. 50 sec. left for 169.50 feet; 15 deg. 05 min. 36 sec. right for 86.16 feet; 36 deg. 33 min. 41 sec. right for 166.53 feet; 29 deg. 09 min. 29 sec. left for 97.38 feet; 14 deg. 44 min. 38 sec. left for 198.02 feet; 16 deg. 40 min. 30 sec. left for 276.22 feet; 34 deg. 30 min. 41 sec. left for 274.24 feet to a point on the South boundary of the NW 1/4 of NE 1/4 of aforementioned Section 23: thence turn 02 deg. 14 min. 58 sec, right and continue along said easement a distance of 473.26 feet to the P. C. of a curve concave right, having a delta angle of 65 deg. 53 min. 34 sec, and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the PT.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122 deg. 12 min. 30 sec. left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4 of NE 1/4 of Section 23, Township 19 South, Range I West; thence turn 180 deg. 00 min. right and run 760.84 feet along said easement centerline; thence turn 57 deg. 47 min. 30 sec. left and run 338.44 feet along said easement centerline; thence turn 02 deg, 42 min. 42 sec. right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46 deg. 35 min, 43 sec. and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116 deg. 34 min. 50 sec. left and run 68,62 feet along said easement centerline; thence turn 180 deg. 00 min. right and run 211,45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17 deg. 17 min. 51 sec. and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT thence along the tangent centerline a distance of 301.63 feet to the PC of a curve concave left, having a delta angle of 27 deg. 09 min. 45 sec. and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30 deg. 36 min. 35 sec. and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27 deg. 45 min. 20 sec. and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154 deg. 51 min. 35 sec. left and run 278.49 feet along said easement centerline; thence turn 06 deg. 48 min. right and run 213.47 feet along said easement centerline; thence turn oo deg. 50 min. 46 sec. right and run 321.84 feet along said easement centerline; thence turn 180 deg. 00 min. right and run 321.84 feet along said easement centerline; thence tum oo deg. 50 min. 46 sec. left and run 213.47 feet along said easement centerline; thence turn 06 deg. 48 min. left and run 278.49 feet along said easement centerling; thence turn 09 deg. 12 min. left and run said easement centerline a distance of 261.83 feet to a point on the East

boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range I West; thence continue along said course a distance of 176.36 feet to the PC of a curve concave left, having a delta angle of 54 deg. 03 min. 57 sec. and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74 deg. 40 min. 50 sec. and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48 deg. 19 min. 01 sec. and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U. S. Highway No. 280 (80 foot right of way) and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.

# PARCEL FIVE

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this - beginning point, proceed North 00 deg, 03 min. 43 sec. East along the West boundary of said 1/4 - 1/4 section for a distance of 399.56 feet; thence proceed North 88 deg. 03 min. 39 sec. East for a distance of 419.16 feet; thence proceed South 39 deg. 27 min. 52 sec. West for a distance of 50.36 feet; thence proceed South 45 deg. 56 min. 18 sec. West for a distance of 539.03 feet to the point of beginning.

Located in the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

# Easement No. 1

A 60 foot ingress/egress and utility easément described as follows: Commence at a corner in place being the Southwest corner of the NW 1/4 of the SE 1/4 of Section 23. Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 89 deg. 36 min. 25 sec. East along the South boundary of said 1/4 1/4 Section for a distance of 206.25 feet to a point on the centerline of an existing easement as shown in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 1996, page 19930; thence proceed Southwesterly along the centerline of said recorded easement for a distance of 90.87 feet to the point of beginning of 60 foot ingress/egress and utility easement. From this beginning point proceed North 75 deg. 58 min. 08 sec. West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 138,60 feet to the P. C. of 2 concave curve right having a delta angle of 39 deg, 51 min, 54 sec. and a tangent of 90.65 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 56 deg. 02 min. 11 sec. West, 170.46 feet; thence proceed North 36 deg. 06 min. 14 sec, West along the centerline of said 60 foot ingress/egress and utility easement for a distance of 719.01 feet to the P. C. of a concave curve right having a delta angle of 61 deg. 25 min. and a tangent of 89.09 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 05 deg. 23 min. 44 sec. West, 153.20 feet; thence proceed North 25 deg. 18 min. 46 sec. East along the centerline of said 60 foot ingress/egress and utility easement for a distance of 567.56 feet; thence proceed North 45 deg, 32 min. 56 sec. East along the centerline of said ingress/egress and utility easement for a distance of 145.01 feet; thence proceed North 28 deg. 49 min. 1 sec. East along the centerline of said ingress/egress and utility easement for a distance of 129.52 feet; thence proceed North 01 deg. 37 min. 44 sec. West along the centerline of said ingress/egress and utility easement for a distance of 118.63 feet; thence proceed North 88 deg. 24 min. 40 sec. West along the centerline of said ingress/egress and utility easement for a distance of 490.26 feet to Paint A; thence proceed North 49 deg. 39 min. 12 sec. West along the

centerline of said ingress/egress easement for a distance of 454.80 feet; thence proceed North o6 deg. 57 min. 39 sec. East along the centerline of said ingress/egress easement for a distance of 183,92 feet; thence proceed South 90 deg. West along the centerline of said ingress/egress easement for a distance of 376,79 feet; thence proceed North 16 deg. 06 min. 48 sec. West along the centerline of said ingress/egress easement for a distance of 259.83 feet the termination of said easement; thence again from Point A proceed South 64 deg. 07 min. 25 sec. West along the centerline of a 60 foot ingress/egress easement for a distance of 763.55 feet to the termination of said easement.

# Easement No. 2

ALSO, a 60 foot non-exclusive easement for Ingress and Egress, more particularly described as follows:

From the Southwest corner of the NE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range I West, run thence East along the South boundary of said NE 1/4 of NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and ulilities; thence turn 55 deg. 25 min. 49 sec. left and run 99.24 feet along said easement centerline and the following courses: 06 deg. 03 min. 54 sec. left for 104.89 feet; 12 deg. 24 min. 30 sec. left for 175.59 feet; 10 deg. 38 min. right for 201.28 feet; 12 deg. 54 min. 55 sec. right for 165.02 feet; 05 deg. 37 min. 50 sec. left for 265.89 feet; 15 deg. 35 min, 30 sec. right for 323.69 feet; 13 deg. 58 min. 30 sec. left for 188.54 feet; 08 deg. 44 min. right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180 deg. 00 min. right and run along said easement centerline a distance of 50.72 feet; thence turn 92 deg. 06 min. 49 sec. left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54 deg. 49 min. 11 sec. right for 141.23 feet; 12 deg. 33 min. 27 sec. left for 110.76 feet; 20 deg. 34 min. 50 sec. left for 169.50 feet; 15 deg. 05 min. 36 sec. right for 86.16 feet; 36 deg. 33 min. 41 sec. right for 166.53 feet; 29 deg. 09 min. 29 sec. left for 97.38 feet; 14 deg. 44 min. 38 sec. left for 198.02 feet; 16 deg, 40 min. 30 sec. left for 276.22 feet; 34 deg. 30 min, 41 sec. left for 274.24 feet to a point on the South boundary of the NW 1/4 of NE 1/4 of aforementioned Section 23; thence turn 02 deg. 14 min. 58 sec. right and continue along said easement a distance of 473.26 feet to the P. C. of a curve concave right, having a delta angle of 65 deg. 53 min. 34 sec. and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the P. T.; thence along the tangent centerline a distance of 96,95 feet; thence turn 122 deg, 12 min. 30 sec. left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4 of NE 1/4 of Section 23, Township 19 South, Range I West; thence tun 180 deg. 00 min. right and run 760.84 feet along said easement centerline; thence turn 57 deg. 47 min, 30 sec. left and run 338.44 feet along said easement centerline; thence turn 02 deg. 42 min. 42 sec. right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46 deg. 35 min. 43 sec. and tangents of 75.0 feet and a centerline arc distance of

141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence tum 116 deg. 34 min. 50 sec. left and run 68.62 feet along said easement centerline; thence turn 180 deg. 00 min. right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17 deg. 17 min. 51 sec. and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 361.63 feet to the PC of a curve concave left, having a delta angle of 27 deg. 09 min. 45 sec. and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30 deg. 36 min. 35 sec. and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle 27 deg. 45 min. 20 sec. and tangents of 75.0 feet and a centerline arc distance of 147,06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154 deg. 51 min. 35 sec. left and run 278.49 feet along said easement centerline; thence turm o6 deg. 48 min. right and run 213,47 feet along said easement centerline; thence turn oo deg. 50 min. 46 sec. right and run 321.84 feet along said easement centerline; thence turn 180 deg. 00 min, right and run 321.84 feet along said easement centerline; thence turn oo deg. 50 min. 46 sec. left and run 213.47 feet along said easement centerline; thence turn o6 deg. 48 min, left and run 278.49 feet along said easement centerline; thence turn 09 deg. 12 min. left and run said easement centerline a distance of 261.83 feet to a point on the Fast boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176,36 feet to the PC of a curve concave left, having a delta angle of 54 deg. 03 min. 57 sec. and tangents of 306.47 feet and a centerline arc distance of 566,76 feet to the PC of a reverse curve concave right, having a delta angle of 74 deg. 40 min. 50 sec. and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48 deg. 19 min. 01 sec. and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Highway No. 280 (80 foot right of way) and further. from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at page 89; said property being situated in Shelby County, Alabama.