

ORDINANCE NO. 20-_____

WHEREAS, the CITY OF HUNTSVILLE (“Huntsville”) and LIMESTONE COUNTY, by and through the LIMESTONE COUNTY COMMISSION (the “County”) desire to enter into that certain Amended and Restated Agreement for Greenbrier Parkway Phase IV Project, Project No. 71-18-RD01 (the “Project”), a copy of which is attached hereto as Exhibit “1” (the “Amended Agreement”); and

WHEREAS, Huntsville and County previously entered into that certain Agreement for Greenbrier Parkway Phase IV on or around September 12, 2019 (the “Agreement”), pursuant to which the parties approved the acquisition and/or condemnation of certain parcels of land necessary for the development of the Project; and

WHEREAS, subsequent to the Agreement, the proposed route for the Project was changed due, in part, to geographic challenges, and Project drawings and construction plans were updated to reflect those changes, and accordingly, the identification and description of the parcels of land to be acquired for the Project have changed; and

WHEREAS, the parties desire to amend the Agreement in order to modify the description of the parcels of land to be acquired in connection with the Project, to clarify certain terms regarding the joint administration of the Project, and to further amend and restate the Agreement pursuant to those terms contained in the Amended Agreement attached hereto; and

WHEREAS, the acquisition of those parcels of land described and depicted in Exhibit “A” attached to the Amended Agreement (collectively, the “Parcels”) is necessary for the development of the Project; and

WHEREAS, it is in the opinion of the City Council of the City of Huntsville that the Project is in the public interest of the citizens of Huntsville, and the same will contribute to the health and general welfare of said citizens.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, as follows:

1. The Project is in the best interests of the citizens of the City of Huntsville, and its competition will contribute to the health and general welfare of the citizens of the City of Huntsville.

2. Cooperation by and between Huntsville and the County in the administration and development of this Project will benefit the citizens of the City of Huntsville and the citizens of Limestone County. Accordingly, Huntsville agrees to cooperate and work with the County in the administration, development, and completion of the Project. Huntsville further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Amended Agreement.

3. The staff of the Real Estate Office of the City of Huntsville be and hereby are authorized to attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. If Huntsville is unable to acquire any Parcel(s) through voluntary purchase, the County will acquire any Parcel(s) by and through Eminent Domain.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary purchase from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Wilmer & Lee, P.A., to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through condemnation proceedings, the County agrees to convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That the Mayor of the City of Huntsville and the Clerk-Treasurer, be, and they are hereby authorized, empowered, and directed to execute the Amended Agreement on behalf of Huntsville.

ADOPTED this the _____ day of _____, 2020.

President of the City Council
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2020.

Tommy Battle, Mayor
City of Huntsville, Alabama

**STATE OF ALABAMA
LIMESTONE COUNTY**

RESOLUTION OF THE LIMESTONE COUNTY COMMISSION

WHEREAS, LIMESTONE COUNTY, by and through the LIMESTONE COUNTY COMMISSION (sometimes referred to as the “County”) and the CITY OF HUNTSVILLE (“Huntsville”) desire to enter that certain Amended and Restated Agreement for Greenbrier Parkway Phase IV Project, Project No. 71-18-RD01 (the “Project”), a copy of which is attached hereto as Exhibit “1”; and

WHEREAS, the County and Huntsville previously entered into that certain Agreement for Greenbrier Parkway Phase IV on or around September 12, 2019 (the “Agreement”), pursuant to which the parties approved the acquisition and/or condemnation of certain parcels of land necessary for the development of the Project; and

WHEREAS, subsequent to the Agreement, the proposed route for the Project was changed due, in part, to geographic challenges, and Project drawings and construction plans were updated to reflect those changes, and accordingly, the identification and description of the parcels of land to be acquired for the Project have changed; and

WHEREAS, the parties desire to amend the Agreement in order to modify the description of the Parcels, to clarify certain terms regarding the joint administration of the Project, and to further amend and restate the Agreement pursuant to those terms contained in the Amended Agreement (the “Amended Agreement”) attached hereto; and

WHEREAS, the acquisition of those parcels of land described and depicted in Exhibit “A” attached to the Amended Agreement (collectively, the “Parcels”) is necessary for the development of the Project; and

WHEREAS, it is in the opinion of the County that the Project is in the public interest of the citizens of Limestone County, and the same will contribute to the health and general welfare of said citizens; and

WHEREAS, upon motion having been made by Commissioner Jason Black, and seconded by Commissioner Ben Harrison, with discussion had thereon and a vote having been taken, upon which vote of 4 in favor and 0 against, the motion carried;

NOW THEREFORE, BE IT RESOLVED, by the County Commission of Limestone County, Alabama, as follows:

1. That in the judgment and opinion of the County, the Project is in the best interests of the citizens of Limestone County, and its completion will contribute to the health and general welfare of the citizens of Limestone County.

2. The County believes that joint cooperation by and between the County and Huntsville in the administration and development of this Project will benefit the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the County agrees to cooperate and work with Huntsville in the administration, development, and completion of the Project. The County further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Amended Agreement.

3. The staff of the Real Estate Office of the City of Huntsville shall attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. The County will acquire by and through Eminent Domain proceedings, if necessary, any Parcel(s) Huntsville is unable to acquire through voluntary purchase.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary conveyance from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Wilmer & Lee, P.A., to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through eminent domain proceedings, the County agrees to convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That Collin Daly, as Chairman of the Limestone County Commission, and Pam Ball, as County Administrator, be, and they are hereby authorized, empowered and directed to execute the Amended Agreement on behalf of Limestone County.

DONE this the 2nd day of June, 2020.

LIMESTONE COUNTY COMMISSION

By: _____

Collin Daly, Chairman

ATTEST:

By: _____

Pam Carter, County Administrator

**AMENDED AND RESTATED AGREEMENT FOR
GREENBRIER PARKWAY PHASE IV**

THIS AMENDED AND RESTATED AGREEMENT FOR GREENBRIER PARKWAY PHASE IV ("Amended Agreement") is made and entered into by and between LIMESTONE COUNTY ALABAMA, by and through the LIMESTONE COUNTY COMMISSION (hereinafter referred to as the "County") and the CITY OF HUNTSVILLE (hereinafter referred to as "Huntsville").

WITNESSETH:

WHEREAS, the County and Huntsville entered into that certain Agreement for Greenbrier Parkway Phase IV on or around September 12, 2019 (the "Agreement") regarding the Greenbrier Parkway Phase IV Project, Project No. 71-18-RD01 (the "Project") under which the parties approved the acquisition and/or condemnation of certain parcels of land necessary for the development of the Project;

WHEREAS, subsequent to the Agreement, the proposed route for the Project was changed due, in part, to geographic challenges, and the Project drawings and construction plans were updated to reflect those changes. As a result, the identification and description of the parcels of the land to be acquired for the Project have changed; and

WHEREAS, the parties desire to amend the Agreement in order to modify the description of those parcels of land necessary for the Project, and to clarify certain terms regarding the joint administration of the Project, and to amend and restate the Agreement in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and Huntsville hereby agree as follows:

1. The parties agree and acknowledge that the acquisition and/or condemnation of fee simple title to certain parcels of land lying within Limestone County, as may be subsequently altered by any updated Project plan revisions and/or to include the acquisition any uneconomic remnants, if any, is necessary for the development of the Project. Corresponding drawings and legal descriptions for each respective parcel (the "Parcels") is contained in Exhibit "A" attached hereto.

2. The Project is in the best interests of the citizens of Limestone County and the City of Huntsville in that the same will contribute to the health and general welfare of said citizens.

3. The County and Huntsville believe that joint cooperation in the administration and development of this Project will benefit both the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the parties hereby to cooperate and work with one another in the administration, development, and completion of the Project. The County and Huntsville have agreed to divide and allocate certain Project duties among themselves in order to more effectively and efficiently complete the Project. The parties further accept and agree to exercise certain powers and/or to provide certain services in accordance with the terms and provisions set forth herein.

4. That City of Huntsville, by and through its Real Estate Department, be, and hereby is authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. The parties hereby agree that the County will acquire, at the expense of Huntsville, through eminent domain proceedings, where necessary, any of the Parcel(s) which Huntsville is unable to purchase through voluntary purchase.

6. That in the event Huntsville is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Wilmer & Lee, P.A., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County for the acquisition of said Parcel(s) by the process of eminent domain. Any Parcel that presents a conflict of interest for the aforementioned counsel shall be reassigned by the City Attorney for Huntsville with the consent, which shall not be unreasonably withheld, of the Limestone County Commission.

7. That upon acquisition of any such Parcel(s) by the County through eminent domain proceedings, the County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.

8. The County and Huntsville shall each have the fully power and authority of the other party in order to carry out the purposes of this Amended Agreement, but only to the extent necessary to carry out the development of the Project.

9. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by Huntsville. Funding for the Project shall be paid through Huntsville's capital plan and/or funding from the Department of Transportation, if any. The budget for the Project shall be established by Huntsville's Engineering Department.

10. This Amended Agreement shall automatically terminate upon the earlier to occur of the following: acquisition of all Parcels necessary for the Project, or three years from the date hereof, whichever shall occur first.

11. This Amended Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this

_____ day of _____, 2020.

CITY OF HUNTSVILLE

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Kenneth Benion, Clerk Treasurer

Date: _____

LIMESTONE COUNTY COMMISSION

By: _____
Collin Daly, Chairman

Attested to:

By: Pam Carter
Pam Carter, County Administrator

Date: 6-2-2020

EXHIBIT "A"

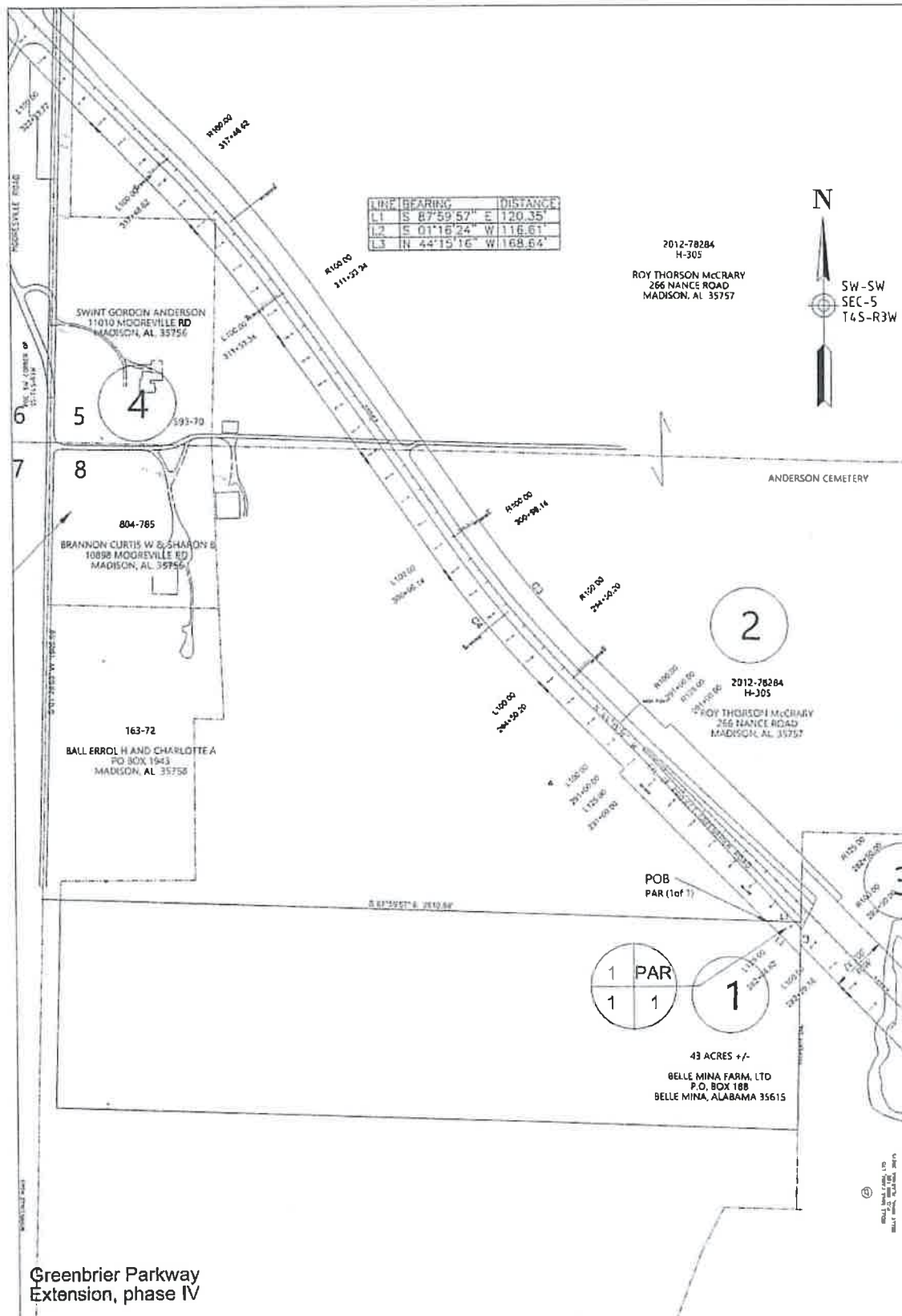
CONSISTING OF ALL OR PORTIONS OF
TRACTS 1, 2, 3, 4, 5, 6, 7, 8, and 11
GREENBRIER PARKWAY PHASE IV

TRACT 1:

A tract of land located in the Northwest Quarter of Section 8, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 8, Limestone County, Alabama; thence S $01^{\circ}28'03''$ W along the West line of said Section 8 for a distance of 1605.69 feet to a point; thence leaving said West line S $87^{\circ}59'57''$ E for a distance of 2510.88 feet the **POINT OF BEGINNING**; thence continue S $87^{\circ}59'57''$ E for a distance of 120.35 feet; thence S $01^{\circ}16'24''$ W a distance of 116.61 feet; thence N $44^{\circ}15'16''$ W for a distance of 168.64 feet; back to the **POINT OF BEGINNING**.

Said tract contains 0.16 acres more or less.



Tract No.:	1	Project :	71-18-RD01
Grantor(s):	Belle Mina Farm, LTD	CPMS No.:	
Total Before:	43.0 AC	County:	Limestone
Total Parcels:	0.16 AC	State:	Alabama
		Scale:	1"=400'
		Date:	06.14.19
Total Remainder:	42.84 AC	Sketch:	1 OF 1
(NOT A BOUNDARY SURVEY)			

TRACT 2-1 of 2:

A tract of land located in the Northwest Quarter of Section 8, and the Southwest Quarter of Section 5, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 8, Limestone County, Alabama; thence S 88°23'09" E along the North line of said Section 8 for a distance of 559.88 feet to a point; thence leaving said North line N 01°27'03" E for a distance of 546.18 feet to the **POINT OF BEGINNING**; thence continue N 01°27'03" E for a distance of 234.85 feet to the point of a curve to the right having a radius of 2145.00 feet, a chord bearing of S 46°01'41" E and a chord distance of 935.44 feet; thence along the arc of said curve for a distance of 943.02 feet; thence S 33°26'00" E for a distance of 747.01 feet to a curve to the left having a radius of 1465.00 feet, a chord bearing of S 38°50'38" E and a chord distance of 276.27 feet; thence along the arc of said curve for a distance of 276.69 feet; thence S 44°15'16" E for a distance of 408.00 feet; thence N 45°44'44" E for a distance of 25.00 feet; thence S 44°15'16" E for a distance of 649.94 feet; thence S 01°16'24" W for a distance of 233.73 feet; thence N 87°59'57" W for a distance of 120.35 feet; thence N 44°15'16" W for a distance of 726.74 feet; thence N 45°44'44" E for a distance of 25.00 feet; thence N 44°15'16" W for a distance of 408.00 feet to a curve to the right having a radius of 1665.00 feet, a chord bearing of N 38°50'38" W and a chord distance of 313.99 feet; thence along the arc of said curve for a distance of 314.46 feet; thence N 33°26'00" W for a distance of 747.01 feet to a curve to the left having a radius of 1945.00 feet, a chord bearing of N 44°18'05" W and a chord distance of 733.44 feet; thence along the arc of said curve for a distance of 737.86 feet; back to the **POINT OF BEGINNING**.

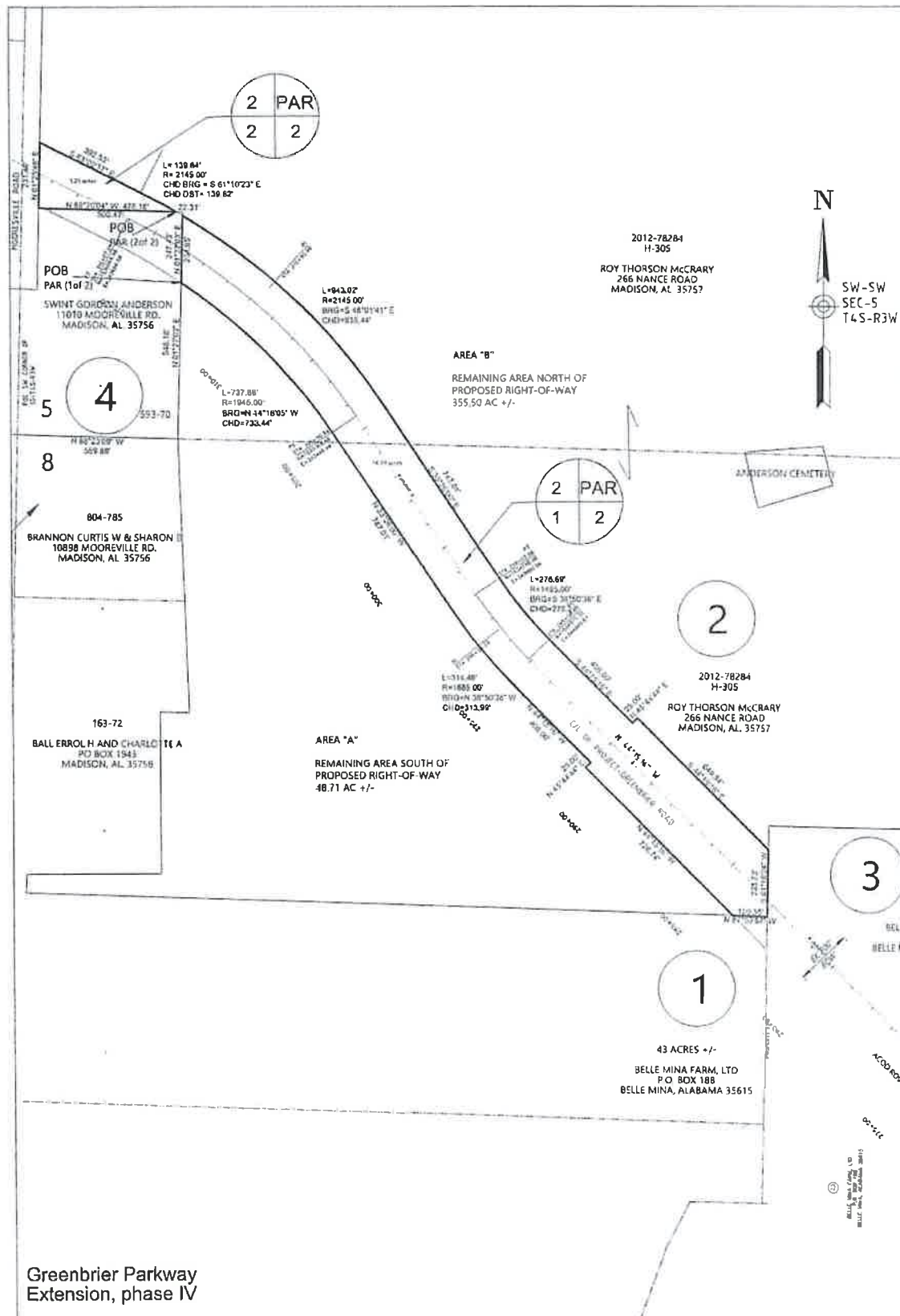
Said tract contains 14.79 acres more or less.

TRACT 2- 2 of 2:

A tract of land located in the Southwest Quarter of Section 5, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 5, Limestone County, Alabama; thence S $88^{\circ}23'09''$ E for a distance of 559.88 feet to a point; thence N $01^{\circ}27'03''$ E for a distance of 793.61 feet; thence N $88^{\circ}20'04''$ W for a distance of 22.31 feet to the **POINT OF BEGINNING**; thence N $88^{\circ}20'04''$ W for a distance of 478.16 feet; thence N $01^{\circ}25'48''$ E a distance of 231.46 feet; thence S $63^{\circ}02'17''$ E for a distance of 392.53 feet to the point of a curve to the right having a radius of 2145.00 feet, a chord bearing of S $61^{\circ}10'23''$ E and a chord distance of 139.62 feet; thence along the arc of said curve for a distance of 139.64 feet; back to the **POINT OF BEGINNING**.

Said tract contains 1.29 acres more or less.



Greenbrier Parkway Extension, phase IV

Tract No.:	2	Project :	71-18-RD01
Grantor(s):	Roy Thorson McCrary	CPMS No.:	
Total Before:	420.29 AC	County:	Limestone
Total Parcels:	16.08 AC	State:	Alabama
		Scale:	1"=400'
		Date:	10.23.19
Total Remainder:	404.21 AC	Sketch:	1 OF 1
(NOT A BOUNDARY SURVEY)			

TRACT 3: .

A tract of land located in the Northwest Quarter of Section 8, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 8, Limestone County, Alabama; thence S $01^{\circ}28'03''$ W along the West line of said Section 8 for a distance of 1605.69 feet to a point; thence leaving said West line S $87^{\circ}59'57''$ E for a distance of 2631.23 feet; thence N $01^{\circ}16'24''$ E for a distance of 198.69 feet the **POINT OF BEGINNING**; thence continue N $01^{\circ}16'24''$ E for a distance of 35.03 feet; thence S $44^{\circ}15'16''$ E a distance of 200.06 feet; thence S $45^{\circ}44'44''$ W for a distance of 25.00 feet; thence N $44^{\circ}15'16''$ W a distance of 175.52 feet back to the **POINT OF BEGINNING**.

Said tract contains 0.11 acres more or less.

LINE	BEARING	DISTANCE
L1	N 01°16'24" E	35.03'
L2	S 44°15'16" E	200.06'
L3	S 45°44'44" W	25.00'
L4	N 44°16'16" W	175.52'

2012-18284
H-306
ROY THORSON MCCRARY
266 NANCE ROAD
MADISON, AL 35757

SHIRLEY GORDON ANDERSON
11613 MOOREVILLE RD
MADISON, AL 35714

6 5 4 3 2 1
7 8

804-785
SHANNON CURTIS W & SHARON E
10838 MOOREVILLE RD
MADISON, AL 35708

163-72
BALL LEPHOL H AND CHARLOTTE A
PO BOX 1943
MADISON, AL 35708

POB
PAR (1 of 1)

2012-78784
H-305
ROY THORSON MCCRARY
266 NANCE ROAD
MADISON, AL 35757

1 PAR
1 1

3
138 ACRES +/-
BELLE MINA FARM, LTD
P.O. BOX 189
BELLE MINA, ALABAMA 35615

1
47 ACRES +/-
BELLE MINA FARM, LTD
P.O. BOX 189
BELLE MINA, ALABAMA 35615

2012-18284
ROY THORSON MCCRARY
266 NANCE ROAD
MADISON, AL 35757

SECTION 8

Tract No.:	3		Project :	STPHV-DE-8556(601)
Grantor(s):	Belle Mina Farm, LTD		CPMS No.:	100040795
Total Before:	138 AC		County:	Limestone
Total Parcels:	0.11 AC		State:	Alabama
			Scale:	1"=500'
			Date:	06.14.19
Total Remainder:	137.89 AC	(NOT A BOUNDARY SURVEY)	Sketch:	1 OF 1

TRACT-4- 1 of 2

A tract of land located in the Southwest Quarter of Section 5, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 5, Limestone County, Alabama; thence S 88°23'09" E for a distance of 559.88 feet to a point; N 01°27'03" E for a distance of 546.18 feet the **POINT OF BEGINNING**; thence along a curve to the left having a radius of 1945.00 feet, a chord bearing of N 59°06'13" W and a chord distance of 266.91 feet; thence along the arc of said curve for a distance of 267.12 feet; thence N 63°02'17" W for a distance of 274.01 feet thence S 88°20'04" E for a distance of 479.73 feet; thence S 01°27'03" W a distance of 247.43 feet back to the **POINT OF BEGINNING**.

Said tract contains 1.29 acres more or less.

TRACT, 4 - 2 of 2:

A tract of land located in the Southwest Quarter of Section 5, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 5, Limestone County, Alabama; thence S 88°23'09" E for a distance of 559.88 feet to a point; thence N 01°27'03" E for a distance of 793.61 feet; thence N 88°20'04" W a distance of 500.47 feet to the **POINT OF BEGINNING**; thence S 01°25'48" W a distance of 284.62 feet; thence N 88°36'04" W a distance of 29.97 feet thence N 01°23'56" E a distance of 284.76 feet; thence S 88°20'04" E a distance of 30.13 feet back to the **POINT OF BEGINNING**.

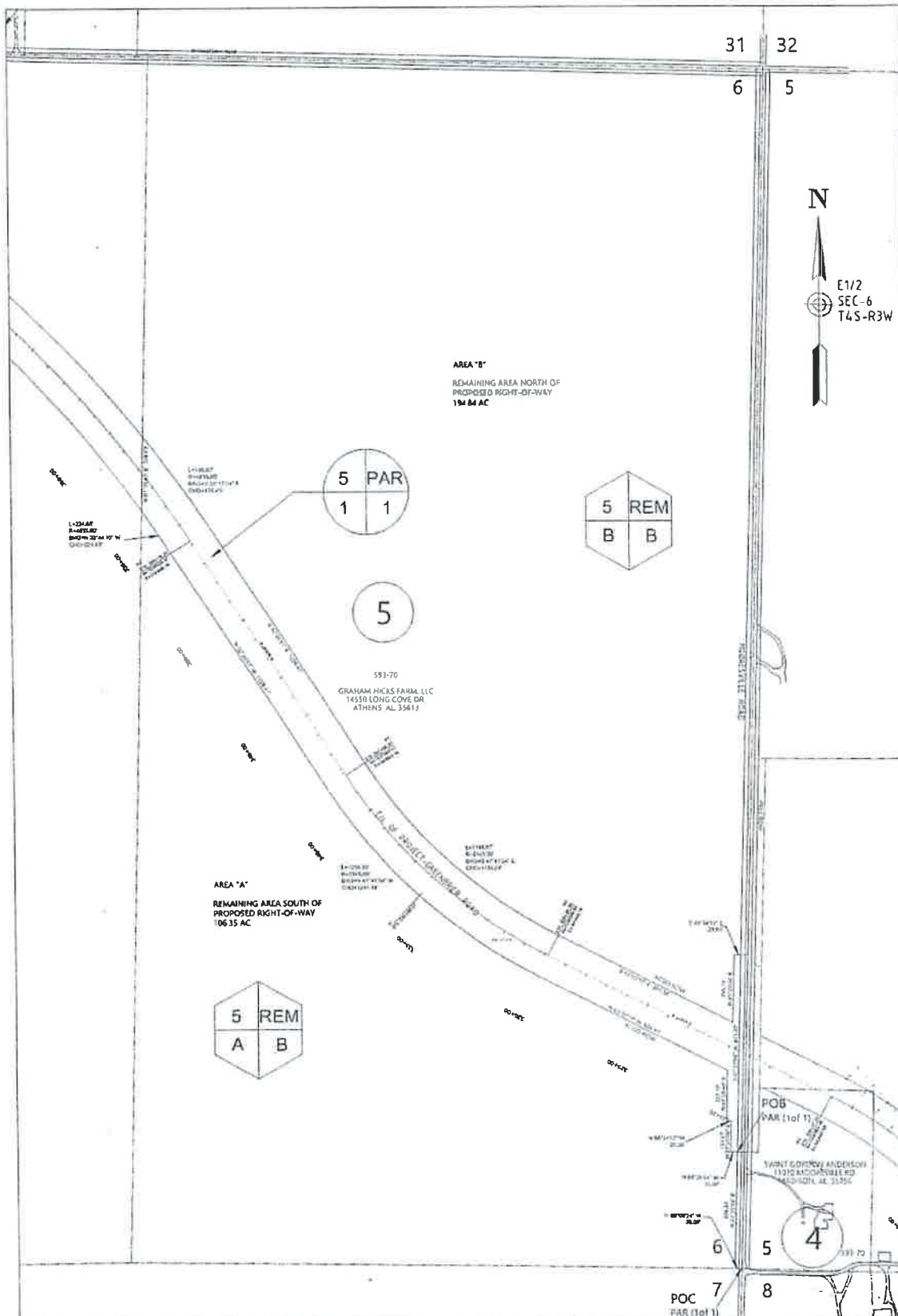
Said tract contains 0.20 acres more or less.

TRACT 5:

A tract of land located in the East Half of Section 6, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 6, Limestone County, Alabama; thence N 89°08'24" W along the South line of said Section 6 for a distance of 30.00 feet to a point; thence leaving said South line N 01°23'56" E for a distance of 509.51 feet to the **POINT OF BEGINNING**; thence N 86°36'04" W for a distance of 30.00 feet; thence N 01°25'08" E a distance of 133.67 feet; thence N 88°34'20" W for a distance of 20.00 feet; thence N 01°25'48" E for a distance of 227.70 feet; thence N 63°02'17" W for a distance of 924.91 feet to the point of a curve to the right having a radius of 2345.00 feet, a chord bearing of N 47°41'34" W and a chord distance of 1241.14 feet; thence along the arc of said curve for a distance of 1256.10 feet; thence N 32°20'51" W for a distance of 1228.41 feet to the point of a curve to the left having a radius of 4635.00 feet, a chord bearing of N 33°44'10" W and a chord distance of 224.63 feet; thence along the arc of said curve for a distance of 224.65 feet; thence N 01°19'40" E for a distance of 324.73 feet to a curve to the right having a radius of 4835.00 feet, a chord bearing of S 35°17'04" E and a chord distance of 495.45 feet; thence along the arc of said curve for a distance of 495.67 feet; thence S 32°20'51" E for a distance of 1228.41 feet to a curve to the left having a radius of 2145.00 feet, a chord bearing of S 47°41'34" E and a chord distance of 1135.28 feet; thence along the arc of said curve for a distance of 1148.97 feet; thence S 63°02'17" E for a distance of 851.55 feet; thence N 01°25'48" E for a distance of 299.75 feet; thence S 88°34'12" E for a distance of 29.55 feet; thence S 01°23'56" W for a distance of 873.20 feet back to the **POINT OF BEGINNING**.

Said tract contains 17.65 acres more or less.



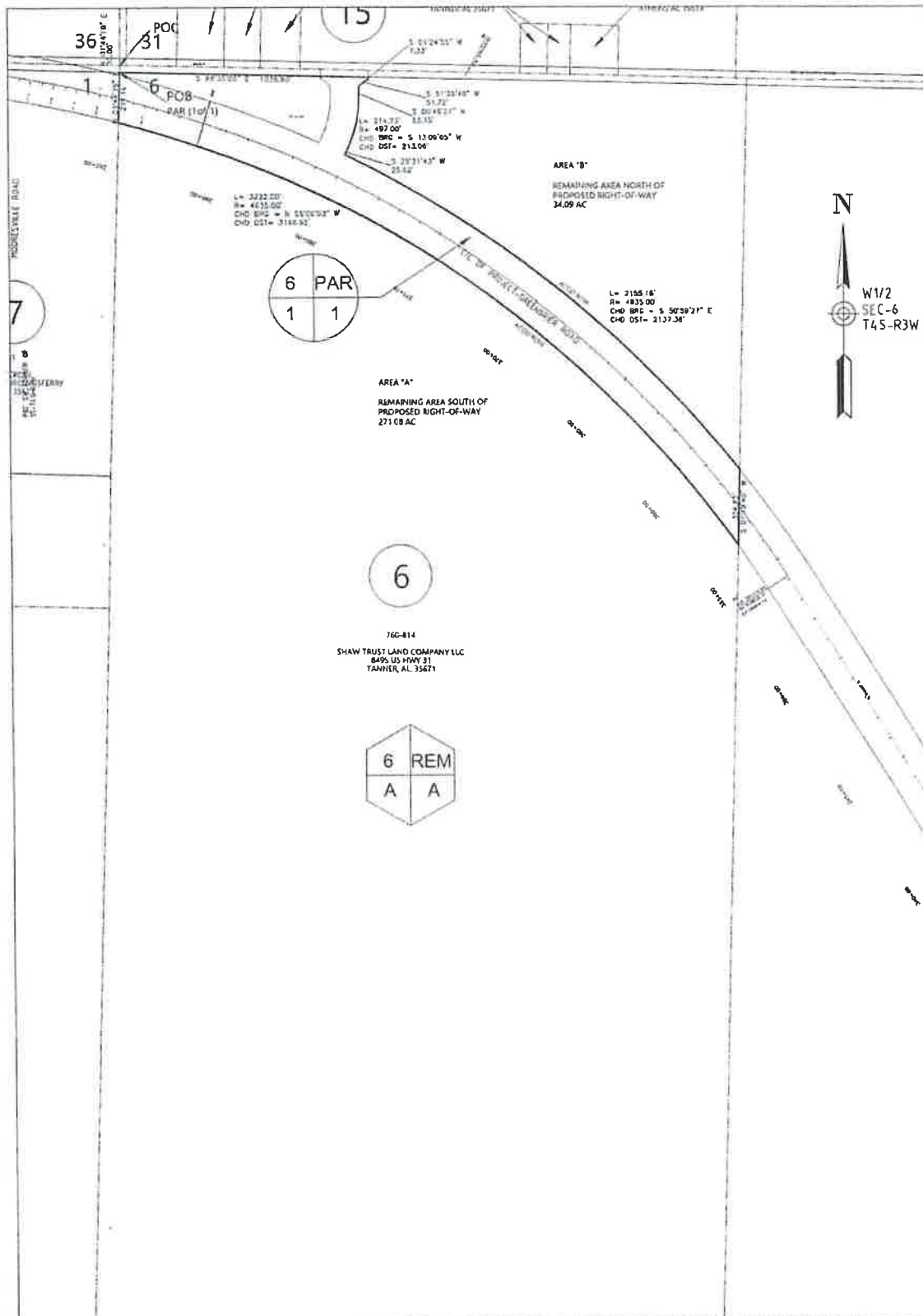
Tract No.:	5	Project :	71-18-RD01
Grantor(s):	Graham Hicks Farm, LLC	CPMS No.:	
Total Before:	318.84 AC	County:	Limestone
Total Parcels:	17.65 AC	State:	Alabama
		Scale:	1"=400'
		Date:	10.14.19
Total Remainder:	301.19 AC	Sketch:	1 OF 1
(NOT A BOUNDARY SURVEY)			

TRACT 6:

A tract of land located in the West Half of Section 6, Township 4 South, Range 3 West and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 6, Limestone County, Alabama; thence S 01°44'19" W a distance of 30.00 feet to the **POINT OF BEGINNING**; thence S 88°35'05" E for a distance of 1038.80 feet; thence S 01°24'55" W a distance of 7.33 feet; thence S 51°25'40" W a distance of 51.72 feet; thence S 00°46'27" W a distance of 63.15 feet to a curve to the right having a radius of 497.00 feet, a chord bearing of S 13°09'05" W and a chord distance of 213.06 feet; thence along the arc of said curve for a distance of 214.73 feet; thence S 25°31'43" W for a distance of 25.62 feet to a curve to the right having a radius of 4835.00 feet, a chord bearing of S 50°59'27" E and a chord distance of 2137.36 feet; thence along the arc of said curve for a distance of 2155.16 feet; thence S 01°19'40" W for a distance of 324.73 feet to a curve to the left having a radius of 4635.00 feet, a chord bearing of N 55°06'03" W and a chord distance of 3166.92 feet; thence along the arc of said curve for a distance of 3232.00 feet; thence N 01°44'19" E for a distance of 217.16 feet back to the **POINT OF BEGINNING**.

Said tract contains 18.38 acres more or less.



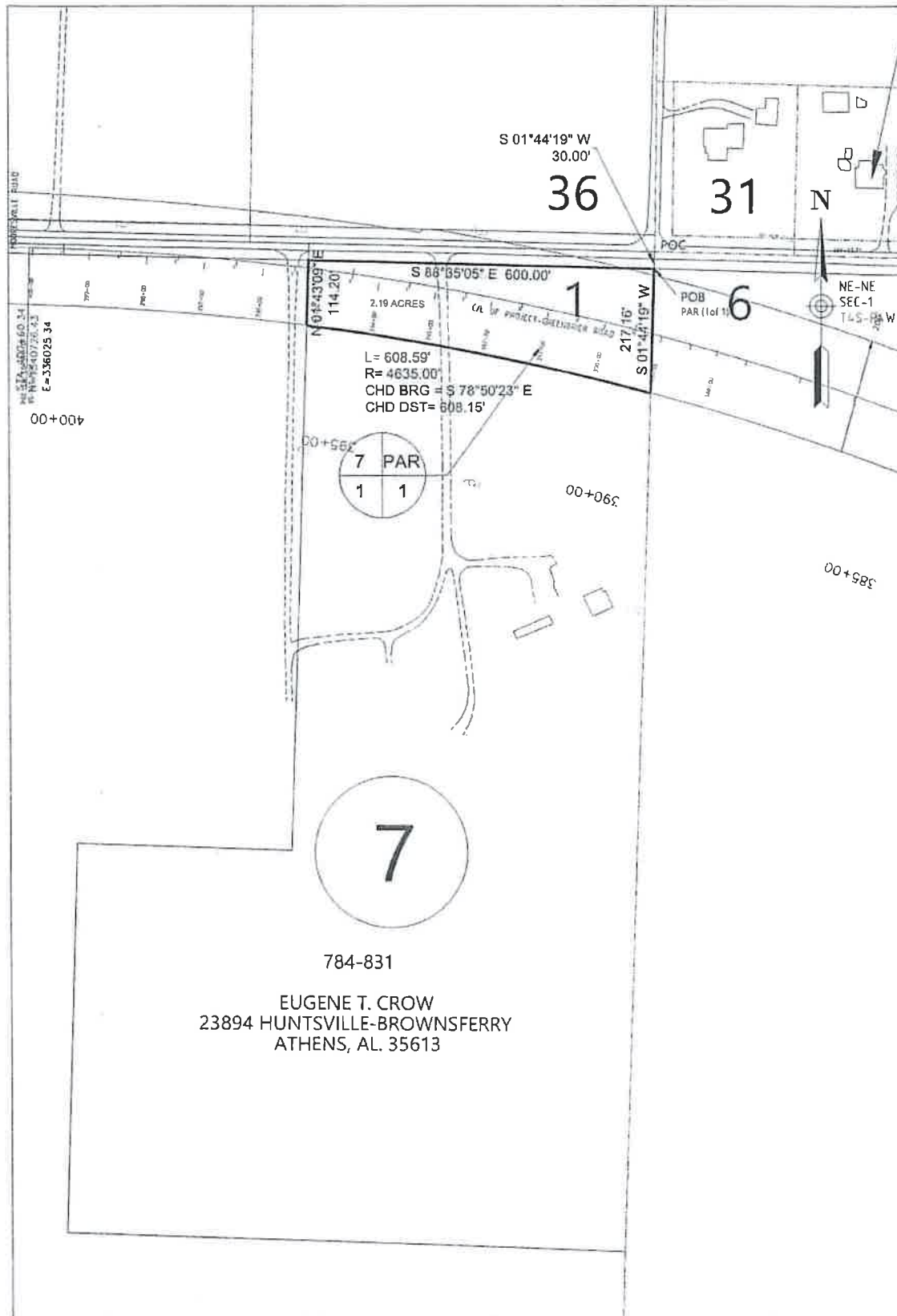
Tract No.:	6	Project :	71-18-RD01
Grantor(s):	Shaw Trust Land Company, LLC	CPMS No.:	
Total Before:	323.55 AC	County:	Limestone
Total Parcels:	18.38 AC	State:	Alabama
		Scale:	1"=400'
		Date:	10.23.19
Total Remainder:	305.17 AC	Sketch:	1 OF 1
(NOT A BOUNDARY SURVEY)			

TRACT 7;

A tract of land located in the Northeast Quarter of Section 1, Township 4 South, Range 4 West and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 1, Limestone County, Alabama; thence S $01^{\circ}44'19''$ W for a distance of 30.00 feet to the **POINT OF BEGINNING**; thence continue S $01^{\circ}44'19''$ W for a distance of 217.16 feet to a curve to the left having a radius of 4635.00 feet, a chord bearing of N $78^{\circ}50'23''$ W and a chord distance of 608.15 feet; thence along the arc of said curve for a distance of 608.59 feet; thence N $01^{\circ}43'09''$ E for a distance of 114.20 feet; thence S $88^{\circ}35'05''$ E for a distance of 600.00 feet back to the **POINT OF BEGINNING**.

Said tract contains 2.19 acres more or less.



Tract No.:	7		Project :	71-18-RD01
Grantor(s):	Eugene T. Crow		CPMS No.:	
Total Before:	29.59 AC		County:	Limestone
Total Parcels:	2.19 AC		State:	Alabama
			Scale:	1"=200'
			Date:	10.23.19
Total Remainder:	27.40 AC	(NOT A BOUNDARY SURVEY)	Sketch:	1 OF 1

TRACT 8:

A tract of land located in the Northeast Quarter of Section 1, Township 4 South, Range 4 West and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 1, Limestone County, Alabama; thence N 88°35'05" W for a distance of 600.00 feet; thence S 01°43'09" W for a distance of 30.00 feet to the **POINT OF BEGINNING**; thence continue S 01°43'09" W for a distance of 114.20 feet to a curve to the left having a radius of 4635.00 feet, a chord bearing of N 85°34'42" W and a chord distance of 481.46 feet; thence along the arc of said curve a distance of 481.68 feet; thence N 88°33'20" W a distance of 707.23 feet; thence N 01°26'40" E a distance of 10.00 feet to a curve to the right having a radius of 11590.00 feet, a chord bearing of N 86°31'16" W and a chord distance of 822.90 feet; thence along the arc of said curve for a distance of 823.08 feet to a curve to the left having a radius of 11410.00 feet, a chord bearing of N 84°48'39" W and a chord distance of 129.19 feet; thence along the arc of said curve for a distance of 129.19 feet; thence S 85°45'31" W for a distance of 200.43 feet to a curve to the left having a radius of 11380.00 feet, a chord bearing of N 86°30'19" W and a chord distance of 148.43 feet; thence along the arc of said curve for a distance of 148.43 feet; thence N 55°48'27" W for a distance of 57.92 feet to a curve to the right having a radius of 11410.00 feet, a chord bearing of N 87°42'25" W and a chord distance of 230.50 feet; thence along the arc of said curve for a distance of 230.51 feet; thence N 87°58'28" W for a distance of 428.71 feet; thence N 02°06'34" E for a distance of 18.90 feet; thence S 88°35'05" E for a distance of 2964.85 feet back to the **POINT OF BEGINNING**.

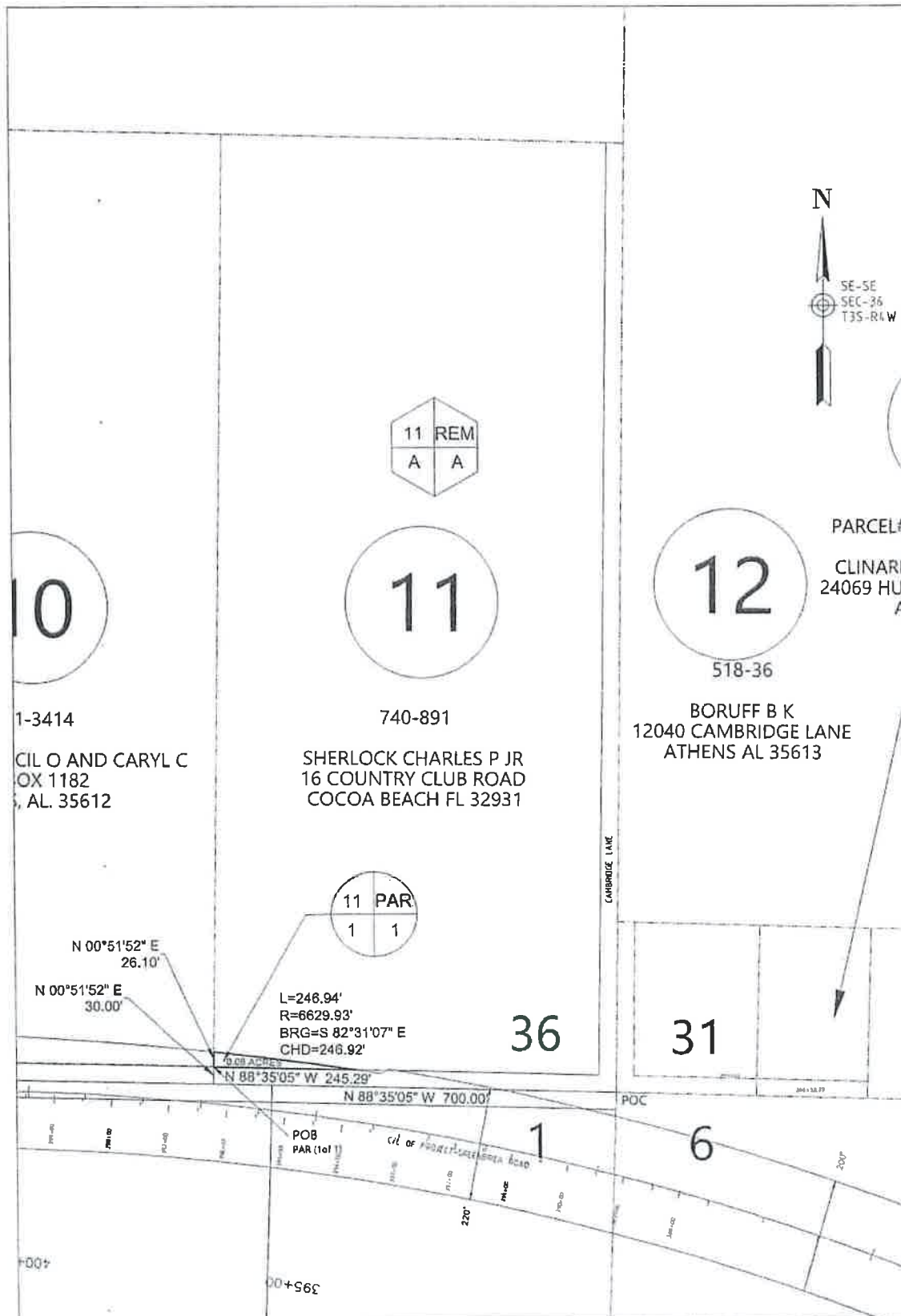
Said tract contains 4.62 acres more or less.

TRACT 11:

A tract of land located in the Southeast Quarter of Section 36, Township 3 South, Range 4 West and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36, Limestone County, Alabama; thence N 88°35'05" W for a distance of 700.00 feet; thence N 00°51'52" E for a distance of 30.00 feet to the **POINT OF BEGINNING**; thence continue N 00°51'52" E for a distance of 26.10 feet to a curve to the right having a radius of 6629.93 feet, a chord bearing of S 82°31'07" E and a chord distance of 246.92 feet; thence along the arc of said curve for a distance of 246.94 feet; thence N 88°35'05" W for a distance of 245.29 feet back to the **POINT OF BEGINNING**.

Said tract contains 0.08 acres more or less.



Tract No.:	11	Project :	71-18-RD01
Grantor(s):	Sherlock Charles P. Jr.	CPMS No.:	
Total Before:	24.47 AC	County:	Limestone
Total Parcels:	0.08 AC	State:	Alabama
		Scale:	1"=200'
		Date:	10.15.19
Total Remainder:	24.39 AC	Sketch:	1 OF 1
(NOT A BOUNDARY SURVEY)			