

(Name) City of Pelham

(Address) Pelham, Alabama 35124

This instrument was prepared by  
(Name) Wallace, Ellis, Head & Fowler

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seventy-five thousand and no/100 Dollars  
Plus agreement hereinafter described

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, W. Paul Yeager and wife, Clara E. Yeager; David W. Yeager and wife, Sarah M. Yeager; Patricia Anne Fuhrmeister and husband, James W. Fuhrmeister; James Austin Yeager and wife, Judith R. Yeager; and W. Paul Yeager as Executor of the Estate of Paul L. Yeager, deceased (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

City of Pelham, Alabama, a municipal corporation

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said Exhibit "A" is signed by grantors herein for identification purposes.

As additional consideration for the conveyance of the property herein conveyed, grantee City of Pelham agrees that it will, within two years from the date hereof, construct at grantee's expense a paved street or highway over and across an easement 60 ft. in width described as from U.S. Highway 31 to Martin Street at a site to be mutually agreed upon by the grantee and grantors, which said paved portion of said street shall be in a minimum width of 23 feet and which shall be constructed with reference to drainage, base construction and paving in accord with the City of Pelham's subdivision road specifications, and which said road shall be available for use by grantors, their heirs, successors and assigns forever. Grantee, City of Pelham, shall also construct and install within two years a sewer line a minimum of 8" in diameter which shall be used by City grantee on said property and to which the grantors, their heirs, successors and assigns shall be allowed to attach and use in accord with the City policies in effect for such use at said time. Grantors agree to either dedicate said 60 ft. easement referred to above or convey a public right-of-way to the City of Pelham for said purposes immediately upon description therefor being made available. It is understood that said easement will cross Plantation Pipeline Company easements or rights-of-way and City shall be responsible for obtaining necessary permits and permission, if any, from Plantation Pipeline Company for the purpose of constructing said street or road.

Subject to transmission line permits to Alabama Power Company as recorded in Deed Book 101, page 517; Deed Book 105, page 22; Deed Book 141, page 596; Deed Book 170, page 290, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set their hands(s) and seal(s), this 21st day of June, 1985.

W. Paul Yeager (Seal)  
W. Paul Yeager

Clara E. Yeager (Seal)  
Clara E. Yeager Attorney-in-Fact

David W. Yeager by W. Paul Yeager (Seal)  
David W. Yeager, by W. Paul Yeager, Attorney-in-Fact  
Sarah M. Yeager by W. Paul Yeager (Seal)  
Sarah M. Yeager, by W. Paul Yeager, Attorney-in-Fact

Patricia Anne Fuhrmeister (Seal)  
Patricia Anne Fuhrmeister

James W. Fuhrmeister (Seal)  
James W. Fuhrmeister Attorney-in-Fact

James Austin Yeager by W. Paul Yeager (Seal)  
James Austin Yeager, by W. Paul Yeager, Attorney-in-Fact

Judith R. Yeager by W. Paul Yeager (Seal)  
Judith R. Yeager, by W. Paul Yeager, Attorney-in-Fact

W. Paul Yeager (Seal)  
W. Paul Yeager as Executor of the Estate of Paul L. Yeager, deceased

General Acknowledgment

STATE OF ALABAMA

Shelby

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Paul Yeager and wife, Clara E. Yeager whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

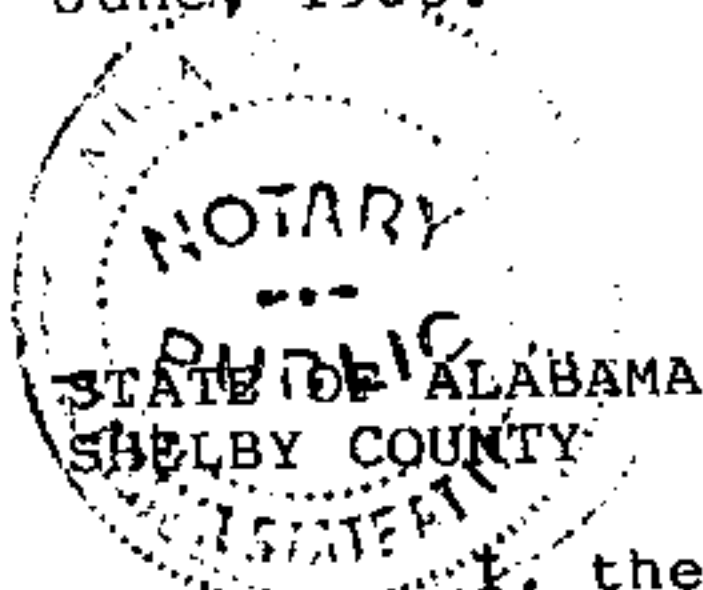
Given under my hand and official seal this 21st day of June, A. D., 1985.

(See attachment for additional acknowledgments)

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia Anne Fuhrmeister and husband, James W. Fuhrmeister, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of June, 1985.



Laura Lee Sharp  
Notary Public  
My Commission Expires April 16, 1986

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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that W. Paul Yeager, whose name as Attorney-in-Fact for David W. Yeager, Sarah M. Yeager, James Austin Yeager, and Judith R. Yeager is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily, for and as the act of said David W. Yeager, Sarah M. Yeager, James Austin Yeager, and Judith R. Yeager.



Given under my hand and official seal this 21<sup>st</sup> day of June, 1985.

Laura Lee Sharp  
Notary Public  
My Commission Expires April 16, 1986

STATE OF ALBAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that W. Paul Yeager, whose name as Executor of the Estate of Paul L. Yeager, deceased, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such Executor and with full authority, executed the same voluntarily, for and as the act of said Estate of Paul L. Yeager, deceased.

Given under my hand and official seal this 21<sup>st</sup> day of June, 1985.



Laura Lee Sharp  
Notary Public  
My Commission Expires April 16, 1986

State of Alabama  
Shelby County

A parcel of land situated in Section 13, Township 20 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Begin at the point of intersection of the North line of the South One-half of Section 13 and the centerline of Martin Street; thence with a deflection of 73 degrees 59 minutes 29 seconds, left from the easterly projection of said North line, and along and with the centerline of said Martin Street 53.10 feet to a point; thence with a deflection of 8 degrees 06 minutes 21 seconds, right, along and with said centerline 92.44 feet to a point; thence with a deflection of 4 degrees 36 minutes 52 seconds, right, along and with said centerline 117.37 feet to a point; thence with a deflection of 3 degrees 46 minutes 30 seconds, left, along and with said centerline 84.00 feet to a point; thence with a deflection of 7 degrees 05 minutes 56 seconds, left, along and with said centerline 135.05 feet to a point; thence with a deflection of 72 degrees 08 minutes 19 seconds, right, leaving said centerline, 959.84 feet to a point on the westerly right-of-way margin of Shelby County Highway 33; thence with a deflection of 134 degrees 16 minutes 36 seconds, right, along and with said right-of-way margin 183.84 feet to a point; thence with a deflection of 8 degrees 09 minutes 29 seconds, left, along and with said right-of-way margin 217.29 feet to a point; thence with a deflection of 6 degrees 58 minutes 47 seconds, left, along and with said right-of-way margin 151.00 feet to the North line of the South One-half of Section 13; thence with a deflection of 60 degrees 34 minutes 55 seconds, right, leaving said right-of-way margin, along and with said line 272.90 feet to the top of the ridge; thence with a deflection of 56 degrees 14 minutes 20 seconds, left, leaving said line along and with the top of said ridge 258.60 feet to a point; thence with a deflection of 5 degrees 10 minutes 30 seconds, left, along and with the top of said ridge 392.55 feet to a point; thence with a deflection of 2 degrees 07 minutes 31 seconds, right, along and with the top of said ridge 120.00 feet to a point; thence with a deflection of 77 degrees 47 minutes 49 seconds, right, leaving the top of the ridge 439.80 feet to the centerline of Martin Street; thence with a deflection of 119 degrees 07 minutes 16 seconds, right, along and with the centerline of said Martin Street 33.02 feet to a point; thence with a deflection of 11 degrees 17 minutes 34 seconds, left, along and with the centerline of said Martin Street 59.20 feet to a point; thence with a deflection of 8 degrees 46 minutes 03 seconds, left along and with the centerline of said Martin Street 90.06 feet to a point; thence with a deflection of 12 degrees 23 minutes 07 seconds, right, along and with the centerline of said Martin Street 37.83 feet to a point; thence with a deflection of 22 degrees 40 minutes 58 seconds, left along and with the centerline of said Martin Street 16.88 feet to a point; thence with a deflection of 18 degrees 50 minutes 28 seconds, right, along and with the centerline of said Martin Street 140.09 feet to a point; thence with a deflection of 14 degrees 56 minutes 26 seconds, left, along and with the centerline of said Martin Street 76.70 feet to a point; thence with a deflection of 8 degrees 25 minutes 58 seconds, left, along and with the centerline of said Martin Street 69.57 feet to a point; thence with a deflection of 4 degrees 25 minutes 01 seconds, left, along and with the centerline of said Martin Street 76.60 feet to the point of beginning, forming a closing interior angle of 172 degrees 01 minutes 42 seconds and containing 15.3 acres, more or less.

Subject to easements and rights-of-way of record, if any.

SIGNED FOR IDENTIFICATION:

*James Austin Yeager* by  
*W. Paul Yeager*, Attorney-in-Fact  
James Austin Yeager by W. Paul  
Yeager, Attorney-in-Fact

*Judith R. Yeager* by *W. Paul Yeager*, Attorney-in-Fact  
Judith R. Yeager by W. Paul  
Yeager, Attorney-in-Fact  
*W. Paul Yeager*, as Executor  
of the Estate of Paul L. Yeager  
deceased  
W. Paul Yeager, as Executor  
of the Estate of Paul L.  
Yeager, deceased

SIGNED FOR IDENTIFICATION:

*W. Paul Yeager*  
W. Paul Yeager  
*Clara E. Yeager*  
Clara E. Yeager  
*David W. Yeager* by *W. Paul Yeager*  
Attorney-in-Fact  
David W. Yeager, by W. Paul Yeager,  
Attorney-in-Fact  
*Sarah M. Yeager* by *W. Paul Yeager*  
Attorney-in-Fact  
Sarah M. Yeager, by W. Paul Yeager,  
Attorney-in-Fact

*Patricia Anne Fuhrmeister*  
Patricia Ann Fuhrmeister  
*James W. Fuhrmeister*  
James W. Fuhrmeister

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 JUN 21 PM 3:14

*Thomas J. Fuhrmeister*  
JUDGE OF PROBATE