

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Four Hundred Six Thousand Three Hundred Fifty-One and No/100 Dollars (\$406,351.00) evidenced by exchange of real property and other good and valuable considerations to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, We, Thomas B. Haney, Jr. and wife Ronni Sue Haney and Margaret Ann Lewis, a widow and the Estate of William B. Lewis deceased, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto James W. Adams and Catherine G. Adams, (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit A for Description of the Property conveyed herein.

SUBJECT TO: (1) Taxes due in the year 2000 and thereafter; (2) Easements, restrictions and rights-of-way of record.

☒ **SELF BELOW**

Grantors represent and warrant that there are no assessments due the Town of Calera, Alabama on the Property conveyed herein.

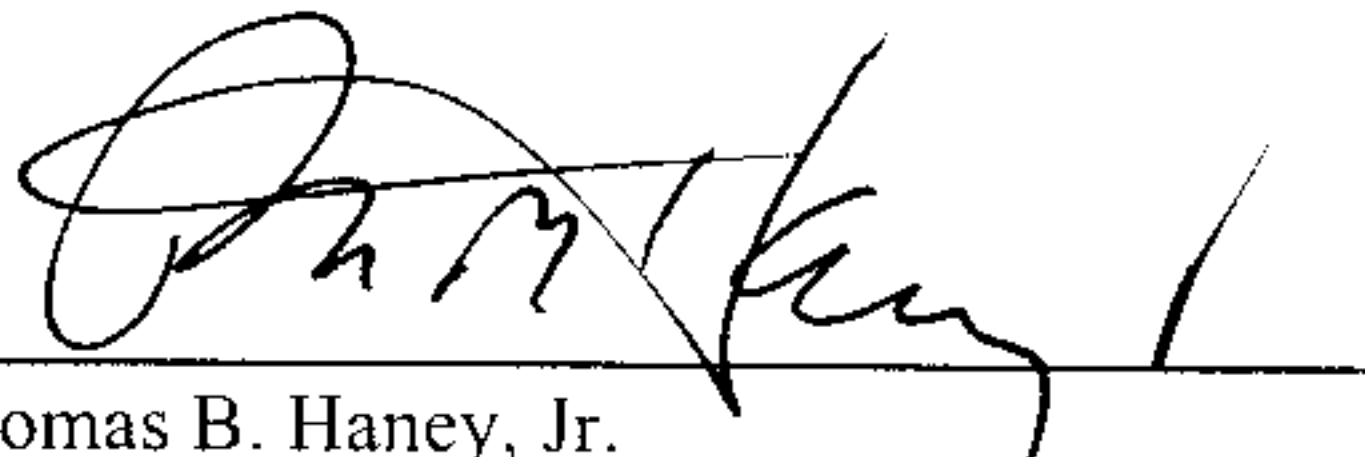
TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

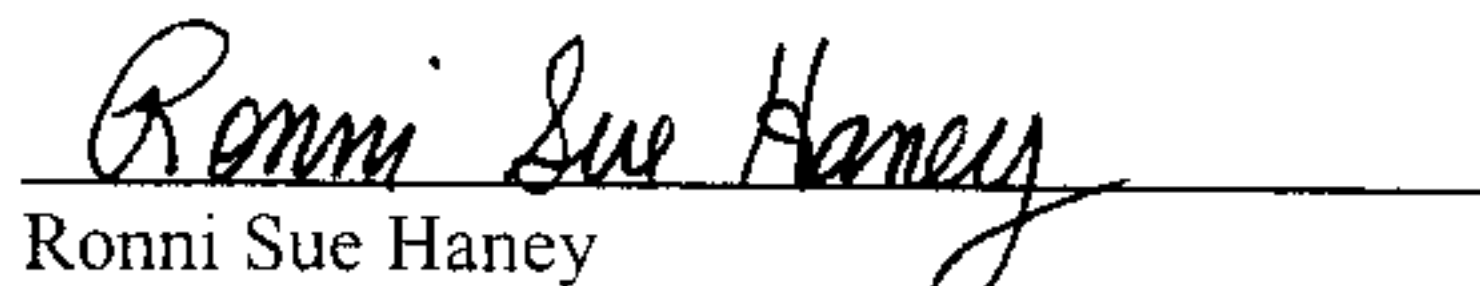
And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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, the undersigned, _____, has hereunto set his hand and seal, this the 8 day of SEP, 2000.

☒ GRANTORS ALSO GRANT, BARGAIN, SELL AND CONVEY TO GRANTEE'S ALL RIGHTS AND OBLIGATIONS CONTAINED IN SETTLEMENT AGREEMENT ATTACHED, HEREIN AS EXHIBIT B

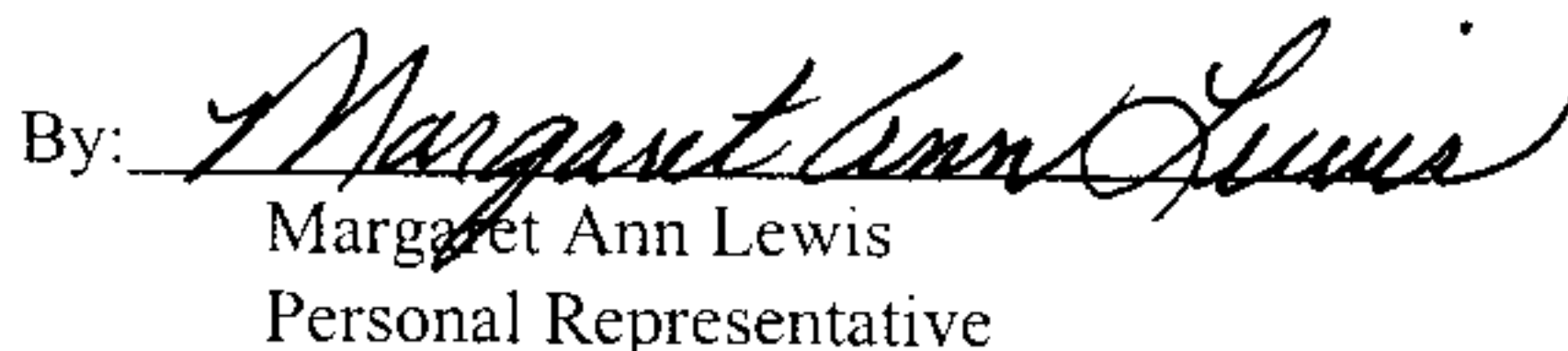
Mag
R.S.H.
M.L.


Thomas B. Haney, Jr.


Ronni Sue Haney


Margaret Ann Lewis

The Estate of William B. Lewis, Deceased

By: 
Margaret Ann Lewis
Personal Representative

09/12/2000-31395
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MMB 434.50

Inst # 2000-31395

STATE OF ALABAMA)
COUNTY)

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

Given under my hand and seal this 8 day of Sept, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)
COUNTY)

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

Given under my hand and seal this 8 day of Sept, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)
COUNTY)

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

Given under my hand and seal this 8 day of Sept, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that Margaret Ann Lewis, whose name as Personal Representative of the Estate of William B. Lewis, deceased, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, she in her capacity as Personal Representative of the Estate of William B. Lewis, deceased, and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this 8 day of Sept, 2000.



Notary Public

My Commission Expires 3-1-02

DESCRIPTION

All that part of the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 23 and a part of Section 14, Township 22 South, Range 2 West located Southerly of Shelby County Highway No. 306, Shelby County, Alabama, being more particularly described as follows:

Commence at a hub and tack found in a rock pile next to a "T" post called for on the SHELBY STATION plat as recorded in Map Book 14, Page 94 in the Office of the Judge of Probate of Shelby County, Alabama, also being the Point of Beginning and being described on the SHELBY STATION plat as being the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter-Quarter line, being the East line of PARCEL "1C" of SHELBY STATION a distance of 1314.90 feet to a found 1/2" rebar; thence left $89^{\circ}11'19''$ Westerly 278.82 feet to the Southeasterly Right-of-Way line of Shelby County Highway No. 306; thence right $140^{\circ}18'59''$ Northeasterly along the right-of-way line 52.14 feet to the P.C. of a curve to the left, concave Northeasterly with a radius of 1949.76 and a central angle of $13^{\circ}16'00''$; thence run Northeasterly along the arc of said curve and said right-of-way line 451.46 feet; thence continue Northeasterly tangent to said curve 697.10 feet along said right-of-way line; thence left $90^{\circ}00'00''$ Northwesterly 10.00 feet to the P.C. of a curve to the right, concave Southeasterly with a radius 2834.79 and a central angle of $5^{\circ}14'17''$; thence turn right $90^{\circ}00'00''$ to tangent and run Northeasterly along the arc of said curve and said right-of-way line 259.16 feet; thence turn right $90^{\circ}00'00''$ from tangent 10.00 feet; thence turn left $90^{\circ}00'00''$ to tangent and run Northeasterly, along the arc of a curve to the right, concave Southeasterly, with a radius of 2824.79 feet, a central angle of $6^{\circ}27'43''$ and an arc length along said right-of-way line of 318.59 feet; thence continue Northeasterly 531.91 feet tangent to said curve to an old fence post; thence right $128^{\circ}57'27''$ Southerly along an old fence line 3001.77 feet to a found iron axle at an East/West running fence; thence right $92^{\circ}27'28''$ Westerly 1341.78 feet along an old fence to the Point of Beginning.

EXHIBIT 'A'

HANEY et. al. to ADAMS

REVISIONS

T.O.M. REVIEW

PRODUCTION

EXHIBIT B

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

THOMAS B. HANEY, JR., RONNI)	
SUE HANEY, WILLIAM B. LEWIS,)	CIVIL ACTION NUMBER
and MARGARET LEWIS,)	
)	CV-96-570
Plaintiffs,)	
)	
vs.)	
)	
HEART OF DIXIE RAILROAD,)	
MUSEUM, INC., an Alabama)	
corporation,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Thomas B. Haney, Jr., Ronni Sue Haney, Margaret Lewis as Executrix of the Estate of William B. Lewis, Deceased, and Margaret Lewis (Plaintiffs) and Heart of Dixie Railroad Museum, Inc. (Defendant) on this 15 day of July, 1999.

WHEREAS, Plaintiffs commenced an action in the Circuit Court of Shelby County, Alabama styled *Thomas B. Haney, et al. v. Heart of Dixie Railroad Museum, Inc.*, CV 96-570; and

WHEREAS, Defendant has filed an Answer and Counterclaim in the aforesaid action, and

WHEREAS, on the 28th day of September, 1998 the Circuit Court of Shelby County, Alabama rendered a Summary Judgment in the above styled civil action in favor of Defendant on the Plaintiffs' claims, and

WHEREAS, the parties have reached an amicable resolution of all remaining contentions and issues existing between them, and

WHEREAS, the parties desire to reduce their agreement respecting the resolution of said contentions and issues to writing.

NOW THEREFORE, and with consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each party to the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Plaintiffs shall allow the Motion for Summary Judgment to become a final judgment and take no appeal from the entry of the aforesaid Motion for Summary Judgment.
2. Defendant agrees to dismiss with prejudice all counterclaims against Plaintiffs.
3. Plaintiffs will dismiss any remaining claims they may have or could have had against Defendant in connection with the aforesaid civil action.
4. Plaintiffs shall make a contribution to Defendant in the amount of Two Thousand Dollars (\$2,000.00) within thirty (30) days of the date of this agreement.
5. The cost of the aforesaid civil action will be taxed as paid.
6. Defendant agrees to allow all current utilities to remain in place under the existing railroad right of way.
7. Defendant agrees to construct, at its cost, a single lane, wooden field crossing at such time as crossties and rails are installed in the location of the present crossing used by Plaintiffs.
8. Defendant agrees to allow Plaintiffs to construct any fence extensions up to a reasonable width, giving due concern to safety of passengers on any train utilizing the railroad right of way. The location of any such extensions shall not in any way effect, impair or be utilized in any respect to establish title to any property belonging to Plaintiffs or Defendant.

9. Plaintiffs shall be allowed to construct, at Plaintiffs' or any successor of Plaintiffs' cost, any additional width crossing as may be reasonably necessary for the development of Plaintiffs' property, provided plans for such are prepared by a qualified engineer consistent with prevailing industry standards, which said crossing shall include access for vehicular and pedestrian access as well as the extension of utilities to Plaintiffs' property. Construction shall not commence until the Heart of Dixie Railroad Museum, Inc., has had a reasonably adequate opportunity to review the said plans, and confirm that said plans meet the requirements set out herein.

10. Plaintiffs shall be permitted, prior to the location of any crossties and rails on the railroad right of way, to build to industry standards a property line gap, the purpose of which is to impede unauthorized use of the railroad line. Any such gap, if constructed, shall be built at the expense of the Plaintiffs and in accordance with the Plaintiffs' specifications approved by a qualified engineer and to prevailing industry standards. Construction shall not commence until the Heart of Dixie Railroad Museum, Inc., has had a reasonably adequate opportunity to review the said plans, and confirm that said plans meet the requirements set out herein.

11. Plaintiffs, Thomas B. Haney, Jr., Ronni Sue Haney, William B. Lewis and Margaret Lewis, do hereby release, remise and forever discharge Heart of Dixie Railroad Museum, Inc., its agents, representatives, successors, heirs, assigns, employees, directors and officers, and each and all of them, of and from any and all claims, demands, causes of action, actions, suits of every kind which Plaintiffs may now have, or may have had at any time heretofore, pertaining or relating to, or in any manner resulting from, or arising out of, any and all claims asserted by them and any and all claims relating to, or arising out of, the facts and matters made the basis of that certain civil action

styled *Thomas B. Haney, et al. v. Heart of Dixie Railroad Museum, Inc.*, in the Circuit Court of Shelby County, Alabama, civil action number CV 96-570

12. Defendant, Heart of Dixie Railroad Museum, Inc., does hereby release, remise and forever discharge Plaintiffs, Thomas B. Haney, Jr., Ronni Sue Haney, William B. Lewis and Margaret Lewis, their agents, representatives, successors, heirs and assigns, and each and all of them, of and from any and all claims, demands, causes of action, actions, suits of every kind which Defendant may now have, or may have had at any time heretofore, pertaining or relating to, or in any manner resulting from, or arising out of, any and all claims asserted by it and any and all claims relating to, or arising out of, the facts and matters made the basis of that certain civil action styled *Thomas B. Haney, et al. v. Heart of Dixie Railroad Museum, Inc.*, in the Circuit Court of Shelby County, Alabama, civil action number CV 96-570

IN WITNESS WHEREOF the parties herein do set their hands and seals this the 6 day of July, 1999.

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
Thomas B. Haney

[Signature]
Ronni Sue Haney

[Signature]
Margaret Lewis as Executrix of the
Estate of William B. Lewis, deceased

[Signature]
Margaret Lewis

Heart of Dixie Railroad Museum, Inc.

By: [Signature]
Its President

THOMAS B. HANEY, JR., RONNI
SUE HANEY, WILLIAM B. LEWIS,
and MARGARET LEWIS,

Plaintiffs,

vs.

HEART OF DIXIE RAILROAD
MUSEUM, INC.,

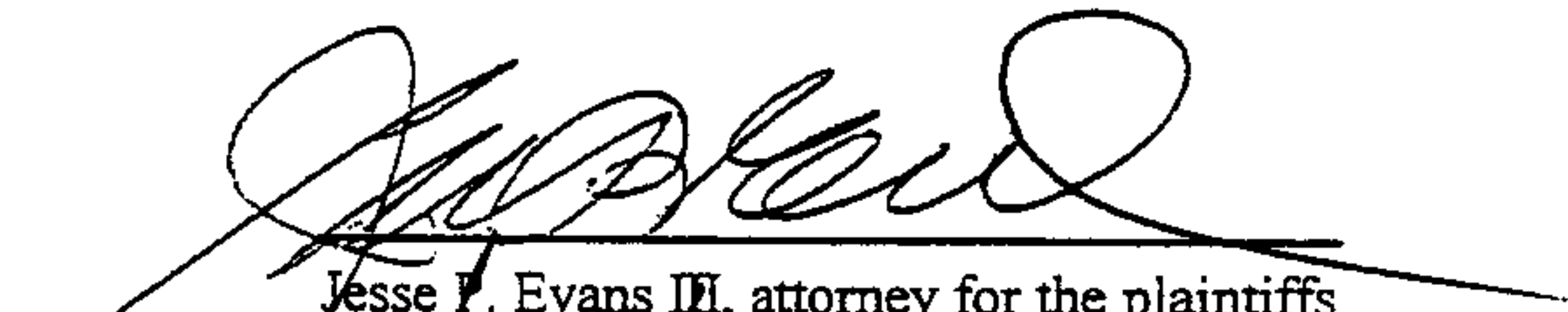
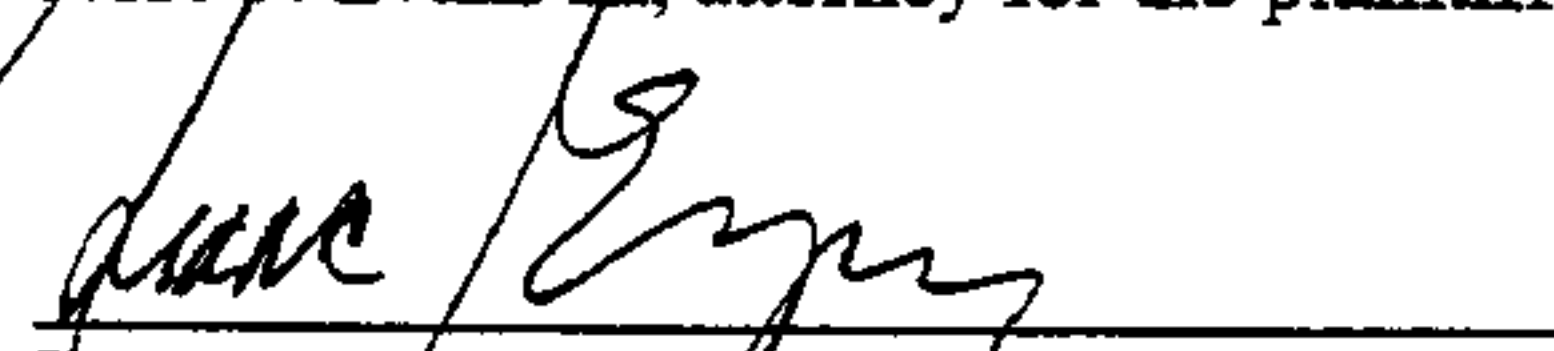
Defendant.

* IN THE CIRCUIT COURT FOR
* SHELBY COUNTY, ALABAMA
*
*
* CIVIL ACTION NO. CV 96-570
*
*
*

Motion for Judgment by Consent

Come the plaintiffs and the defendant in the above styled cause and moved the court to enter, by consent, judgment in this cause, making final the summary judgment heretofore entered on September 28, 1998, and dismissing with prejudice all claims and counterclaims not dealt with within the summary judgment. Costs are to be taxed as paid.

Respectfully requested this 9th day of July, 1999.


Jesse P. Evans III, attorney for the plaintiffs

Isaac P. Espy, attorney for the defendant

Inst # 2000-31395

09/12/2000-31395
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 HMB 434.50