

## WARRANTY DEED

### STATE OF ALABAMA SHELBY COUNTY

#### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration and donation for public purposes to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Ronnie Morton** and wife, **Jill Morton**, (herein referred to as Grantors), grant, bargain, sell, and convey unto **City of Helena, Alabama** (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

#### Parcel 1 (A):

Commence at the SW corner of lot 23 of Old Town Helena as recorded in Map Book 22, Page 26 in the Office of the Judge of Probate in Shelby County. Thence N 09°02'55" W a distance of 123.00'; thence S 81°53'59" W a distance of 793.48' to a point on the Westerly right-of-way of County Highway No. 261. Thence S 07°47'05" W along said right-of-way a distance of 77.00'; thence N 84°34'24" W a distance of 134.00' to the POINT OF BEGINNING; thence N 84°34'24" W, a distance of 30.00'; thence N 05°33'54" E, a distance of 75.00'; thence S 85°14'08" E, a distance of 30.00'; thence S 05°33'54" W, a distance of 75.35' to the POINT OF BEGINNING. Said Parcel containing 2,255 square feet.

#### Parcel 1 (B):

Also a permanent and perpetual easement for ingress, egress, installation of utilities, and drainage over and across the following described real estate:

Commence at the SW corner of lot 23 of OLD TOWN HELENA as recorded in Map Book 22, Page 26 in the Office of the Judge of Probate in Shelby County. Thence N 09°02'55" W a distance of 123.00'; thence S 81°53'59" W a distance of 793.48' to a point on the Westerly right-of-way of County Highway No. 261. Thence S 07°47'05" W along said right-of-way a distance of 61.98' to the POINT OF BEGINNING said point being the beginning of a 30' ingress, egress, utility, and drainage easement lying 15' of and parallel to the following described centerline; thence N 84°34'24" W a distance of 164.58' to the end of said easement.

#### Parcel 2 (A):

Commence at the NW corner of the SE ¼ of the NW ¼ of Section 15, Township 20 S, Range 3 W, thence S 23°14'03" E, a distance of 723.67' to a point lying on the Easterly right-of-way of Alabama Highway No. 261, said point also being the POINT OF BEGINNING; thence S 83°44'25" E, a distance of 151.25'; thence N 06°15'35" E, a distance of 13.18'; thence S 86°16'12" E, a distance of 47.28'; thence S 04°54'50" W, a distance of 255.09'; thence S 77°28'27" W, a distance of 14.07'; thence N 85°05'10" W, a distance of 49.53'; thence N 88°40'05" W, a distance of 14.68'; thence N 82°52'36" W, a distance of 15.44'; thence N 84°17'27" W, a distance of 26.95'; thence N 77°00'30" W, a distance of 15.33'; thence N 60°34'42" W, a distance of 17.15'; thence N 64°55'18" W, a distance of 19.88'; thence N 75°07'39" W, a distance of 25.36'; thence N 53°45'10" W, a distance of 11.21'; thence N 85°20'50" W, a distance of 81.06'; thence N 62°51'31" W, a distance of 124.01'; thence N 10°45'36" E, a distance of 142.96'; thence S 79°14'24" E, a distance of 106.41'; thence N 66°04'15" E, a distance of 92.05' to the POINT OF BEGINNING. Containing 1.90 acres, more or less.

#### Parcel 2 (B):

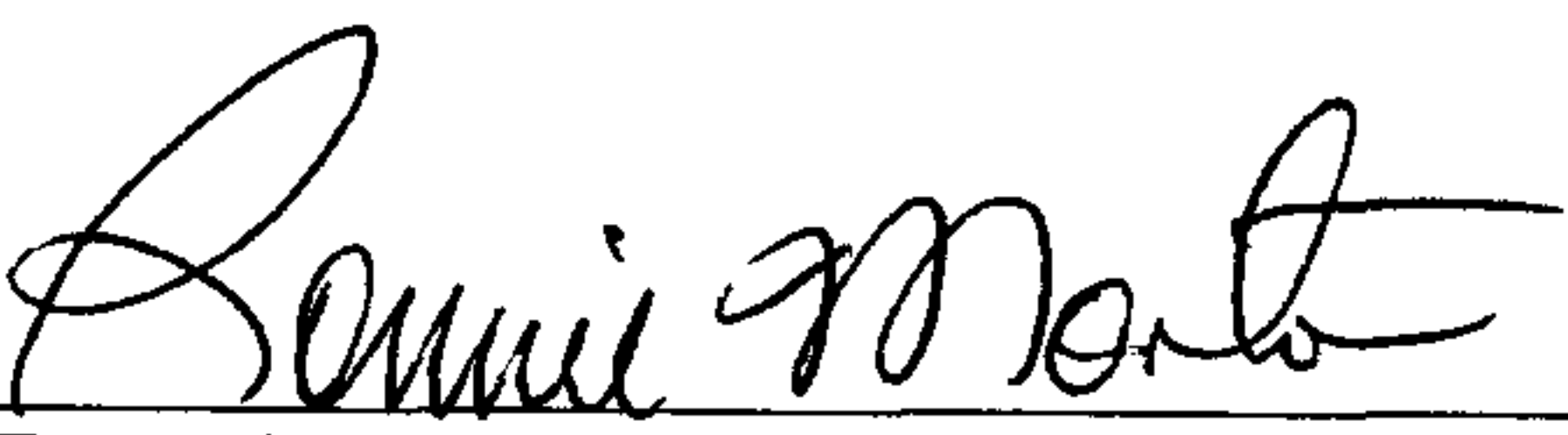
Also a permanent and perpetual easement for ingress, egress, installation of utilities, and drainage over and across the following described real estate:


Commence at the NW corner of the SE ¼ of the NW ¼ of Section 15, Township 20 South, Range 3 West. Thence S 09°31'05" E, a distance of 1009.44' to a point lying on the Westerly right-of-way of Alabama Highway No. 261; thence S 07°47'05" W along said right-of-way, a distance of 77.00 feet, thence N 84°34'24" W and leaving said right-of-way a distance of 9.61' to a point being the POINT OF BEGINNING also being the beginning of a 20' ingress, egress, utility, and drainage easement, lying parallel to and 10' either side of following described centerline. Thence N 47°23'17" W, a distance of 59.11 feet; thence N 10°51'49" W, a distance of 47.90 feet; thence N 13°42'49" W, a distance of 135.88 feet; to the end of said easement.

**TO HAVE AND TO HOLD** to the said Grantee, its successors and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantee, its successors 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 Grantee, its successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, I (we) have hereunto set my hand(s) and seal(s), this 30<sup>th</sup> day of April, 2003.

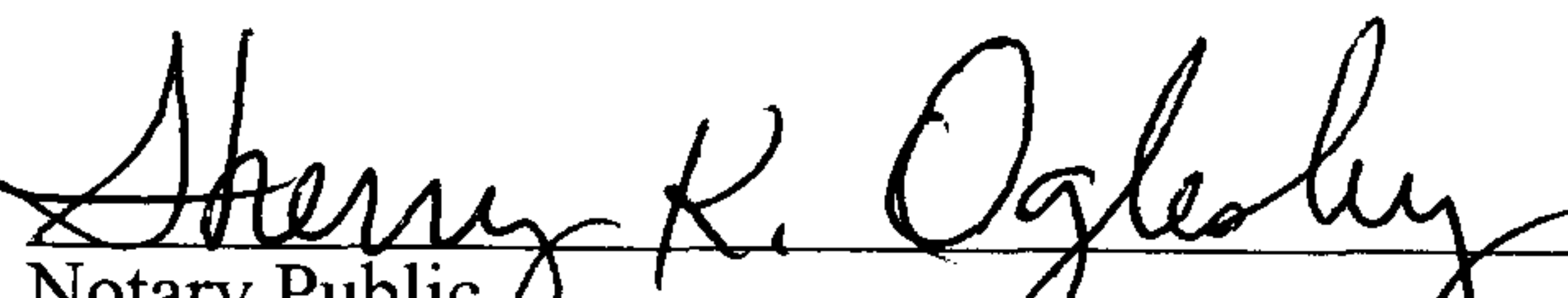
  
\_\_\_\_\_  
**Ronnie Morton** (SEAL)

  
\_\_\_\_\_  
**Jill Morton** (SEAL)

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Ronnie Morton** and wife, **Jill Morton**, 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 30<sup>th</sup> day of April, 2003.

  
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Notary Public

Notary Public, Alabama State at Large  
My Commission Expires August 21, 2004