

20050601000263320 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/01/2005 10:38:29AM FILED/CERT

Send Tax Notice To:  
City of Pelham, Alabama  
Water Department

*This instrument was prepared by:*  
James W. Fuhrmeister  
ALLISON, MAY, ALVIS,  
FUHRMEISTER & KIMBROUGH, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

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## STATUTORY WARRANTY DEED

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STATE OF ALABAMA     )

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY     )

THAT IN CONSIDERATION OF **Ten and 00/100 (\$10.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Double Mountain, LLC, a limited liability company**, (herein referred to as Grantor) does grant, bargain, sell and convey unto **City of Pelham, Alabama, a municipal corporation**, (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

A parcel of land lying in the North Half of Section 12, Township 20 South, Range 2 West Shelby County, Alabama and being more particularly described as follows:

Beginning at an axle found at the southwest corner of the Northwest Quarter of said Section 12; thence N 00°D22'59" W along the west line of said Section 12 a distance of 845.81 feet to a 5/8" capped rebar set "SMW LS 19753"; thence leaving said west line N 59°D58'16" E a distance of 3170.73 feet to a 5/8" capped rebar set "SMW LS 19753" on the southerly right-of-way of County Highway 36; thence N 84°D43'13" E along said southerly right-of-way a distance of 92.22 feet to a point; thence leaving said southerly right-of-way S 29°D17'12" E a distance of 150.34 feet to a 5/8" capped rebar set "SMW LS 19753" and the Point of Beginning; thence continue S 29°D17'12" E a distance of 242.28 feet to a 5/8" capped rebar set "SMW LS 19753"; thence with a curve to the left having an arc length of 36.45 feet, a radius of 530.00 feet, and a chord bearing and distance of S 41°D19'42" W for 36.45 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N



50°D38'31" W a distance of 15.43 feet to a 5/8" capped rebar set "SMW LS 19753"; thence S 60°D42'48" W a distance of 350.00 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N 29°D17'12" W a distance of 240.00 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N 60°D42'48" E a distance of 390.00 feet to the Point of Beginning. Said described parcel of land contains 2.16 acres, more or less.

Subject to:

1. General and special taxes or assessments for the year 2005 and subsequent years not yet due and payable.
2. Oil, gas, mineral and mining rights not owned by Grantor and all rights, privileges, leases, conditions and covenants in connection therewith.
3. All other existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, encumbrances, if any, of record.

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

Grantor further certifies that this deed is executed as required by its Articles of Organization dated September 22, 1994 and recorded in the Probate Office of Jefferson County, Alabama and its Operating Agreement dated September 22, 1994, neither of which have been modified or amended.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature and seal, this the 13th day of May, 2005.

**Double Mountain, L.L.C., a limited liability company,**

By: \_\_\_\_\_

Paul B. Shaw, Jr.,

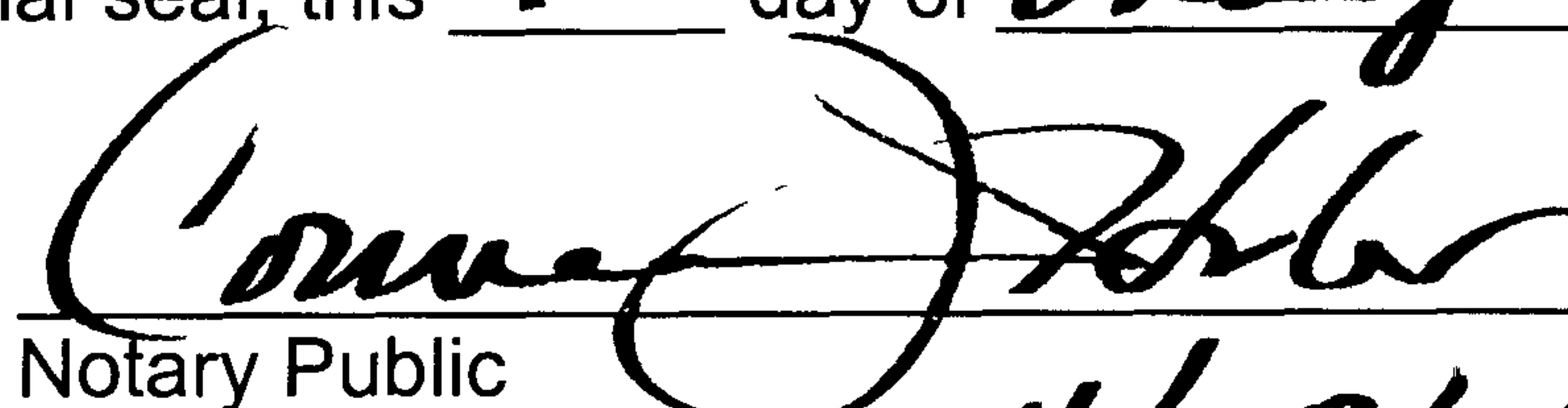
Its: Member

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STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul B. Shaw, Jr., whose name as Member of Double Mountain, L.L.C. 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 conveyance and with full authority, he/she executed the same voluntarily on the date the same bears date as the act of said Double Mountain, L.L.C.

Given under my hand and official seal, this 13 day of May, 2005.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 4/08/06