

SEND TAX NOTICE TO:  
Peltown Realty Company  
P. O. Box 509  
Pelham, AL 35124

STATE OF ALABAMA )  
SHELBY COUNTY )

WARRANTY DEED AND EASEMENT

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned **Peltown Realty Company**, an Alabama General Partnership (the "Grantor"), by **The Industrial Development Board of the Town of Pelham** (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the real estate (the "Fee Property") and interest in real estate situated in Shelby County, Alabama and described in Exhibit A attached hereto and hereby made a part hereof by this reference;

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to:

1. The Reserved Easement, as reserved below, and all other easements, restrictions and encumbrances of record.
2. Ad valorem taxes for the 1994 tax year and all subsequent years.

The Grantor hereby reserves an easement and right of way (the "Reserved Easement") upon, across, over, along and through that portion of the Fee Property that is 15 feet on each side of and parallel to a centerline as described on Exhibit B attached hereto and hereby made a part hereof by this reference for the purpose of ingress to and egress from the real property owned by the Grantors situated to the west of and contiguous to the Fee Property.

For the full enjoyment and use of the Reserved Easement and other rights granted herein, the Grantor, its successors and assigns, shall have the right: (a) from time to time and at such times as the Grantor or any of its successors and assigns may elect, to construct, grade, pave, maintain, repair and use a road for the movement of pedestrians, trucks, cars and other motor vehicles over, across or upon the Reserved Easement or any portion thereof; (b) to cut and keep clear all trees, undergrowth and obstructions, whether on the Reserved Easement or not, that may

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injure, endanger, obstruct or interfere with any road which may be constructed by the Grantor, its successors or assigns, on the Reserved Easement or any appurtenances, appliances, pipelines, fixtures or equipment related thereto; and (c) to cut and keep clear all trees, undergrowth and obstructions that may be necessary or desirable for the construction and/or maintenance of any road over, across and upon the Reserved Easement or in the use or enjoyment of the Reserved Easement or any other rights, interests or estates hereby conveyed.

The Grantor further reserves the full right and authority to lease, sell, assign, transfer and/or convey to others the Reserved Easement and all other estates, interests, rights and privileges hereby granted, in whole or in part, or any interest therein, and to encumber the same.

The Grantee shall have the right to make use of the Fee Property for purposes and in a manner which will not interfere with the enjoyment or use of the Reserved Easement and all other rights, interests, estates and privileges hereby granted, but the Grantee shall not construct nor permit to be constructed any houses, buildings, lakes, ponds, structures or other obstructions of any kind whatsoever upon, across or over the Reserved Easement, or any portion thereof or take any other action that may interfere with the use and enjoyment of the Reserved Easement, or any portion thereof.

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

And we do for ourselves and for our successors and assigns covenant with the Grantee, its successors and assigns, that we are lawfully seized in fee simple of the 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 successors and assigns shall warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

#### Easement

The Grantor also, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Grantee an easement and right of way (the "Conveyed Easement") upon, over, across, along and through the real estate situated in Shelby County, Alabama, that is 15 feet on each side of and parallel to a centerline as described in Exhibit C attached hereto and hereby made a part hereof by this reference for the purpose of ingress to and egress from the Fee Property.



The Conveyed Easement is not subject or subordinate to any mortgage, lien, reservation, release of damages, lease or encumbrances other than ad valorem taxes for the 1994 tax year and all subsequent years.

For the full enjoyment and use of the Conveyed Easement and other rights granted herein, the Grantee, its successors and assigns, shall have the right: (a) from time to time and at such times as the Grantee or any of its successors and assigns may elect, to construct, grade, pave, maintain, repair and use a road for the movement of pedestrians, trucks, cars and other motor vehicles over, across or upon the Conveyed Easement or any portion thereof; (b) to cut and keep clear all trees, undergrowth and obstructions, whether on the Conveyed Easement or not, that may injure, endanger, obstruct or interfere with any road which may be constructed by the Grantee, its successors or assigns, on the Conveyed Easement or any appurtenances, appliances, pipelines, fixtures or equipment related thereto; and (c) to cut and keep clear all trees, undergrowth and obstructions that may be necessary or desirable for the construction and/or maintenance of any road over, across and upon the Conveyed Easement or in the use or enjoyment of the Conveyed Easement or any other rights, interests or estates hereby conveyed.

The Grantee is further granted the full right and authority to lease, sell, assign, transfer and/or convey to others the Conveyed Easement and all other estates, interests, rights and privileges hereby granted, in whole or in part, or any interest therein, and to encumber the same.

The Grantor reserves the right to make use of the real property it owns on either side of the Conveyed Easement for purposes and in a manner which will not interfere with the enjoyment or use of the Conveyed Easement and all other rights, interests, estates and privileges hereby granted, but the Grantor shall not construct nor permit to be constructed any houses, buildings, lakes, ponds, structures or other obstructions of any kind whatsoever upon, across or over the Conveyed Easement, or any portion thereof or take any other action that may interfere with the use and enjoyment of the Conveyed Easement, or any portion thereof.

TO HAVE AND TO HOLD the estate, easement, rights and privileges hereby conveyed to the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has caused this Warranty Deed and Easement to be executed in its name and on its behalf, as of this 1st day of November, 1993.

PELTOWN REALTY COMPANY

By

William D. Upton, Jr.  
General Partner

By

W. F. Jenkins  
General Partner

By

William F. Jenkins  
General Partner

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. D. Upton, Jr., Kent Upton and W. F. Jenkins, whose names, as partners or Peltown Realty Company, a general partnership, 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 as the act and deed of the said partnership.

Given under my hand and official seal this 13<sup>th</sup> day of Jan, 19 94.

Samuel D. Fleming  
Notary Public

(SEAL)

This instrument prepared by:

Edward J. Ashton  
WALSTON, STABLER, WELLS,  
ANDERSON & BAINS  
505 20th Street North, Suite 500  
P. O. Box 830642  
Birmingham, Alabama 35283-0642  
Telephone: (205) 251-9600  
Telecopier: (205) 251-0700

EXHIBIT A

Commence at the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly a distance of 480.00' to an iron (steel) pin; Thence turn 1°30'55" right and continue northeasterly a distance of 331.34' to a point; Thence turn 112°00'50" left and run westerly a distance of 795.38' to the point of beginning of the parcel being described; Thence turn 89°04'12" right and run northerly a distance of 306.66' to a point; Thence turn 1°18'02" left and continue northerly a distance of 90.51' to a point in the centerline of Bishop Creek; Thence turn 54°48'16" left and run northwesterly along centerline of said creek 30.91' to a point; Thence turn 15°24'04" right and run northwesterly along centerline of said creek 185.97' to a point; Thence turn 11°32'36" left and continue northwesterly along centerline of said creek 91.57' to a point; Thence turn 87°36'20" left and run southwesterly 536.95' to a point; Thence turn 129°35'19" left and run easterly 174.53' to a point; Thence turn 40°30'57" right and run southeasterly 299.32' to a point; Thence turn 40°38'40" left and run easterly 172.26' to the point of beginning, containing 4.51 acres. Property is marked on each corner with a steel pin, pipe, monument or axle (except those points that fall in the centerline of creek).

### EXHIBIT B

Commence at the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly 480.00' to a point; Thence turn 1°30'55" right and continue northeasterly 331.34' to a point; Thence turn 112°00'50" left and run westerly 795.38' to a point; Thence turn 89°04'12" right and run northerly 306.66' to a point; Thence 1°18'02" left and run northerly 16.06' to the point of beginning, on the centerline of a thirty foot wide access easement, the centerline being fifteen feet from each side of subject easement; Thence turn 51°39'08" left and run northwesterly 352.66' to the westernmost line of said Parcel Two and the end of the easement.



**EXHIBIT C**

Commence at the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly 480.00' to a point; Thence turn 1°30'55" right and continue northeasterly 331.34' to a point; Thence turn 112°00'50" left and turn westerly 795.38' to a point; Thence turn 89°04'12" right and run northerly 306.66' to a point; Thence 1°18'02" left and run northerly 16.06' to the point of beginning, on the centerline of a thirty foot wide access easement, the centerline being fifteen feet from each side of subject easement; Thence turn 69°05'03" right and run northeasterly 216.88' to a point; Thence turn 15°54'01" left and run northeasterly 219.50' to the southerly margin of Crosscreek Trail, a public road, and the end of easement.

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