
20120131000037080 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
01/31/2012 01:40:12 PM FILED/CERT

SEND TAX NOTICES TO:
D W INVESTMENTS, LLC
2548 Rocky Ridge Road
Birmingham, AL, 35243

STATUTORY WARRANTY DEED
(ALONG WITH GRANT AND RESERVATION OF EASEMENT)

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **Rex A. Horton** and spouse **Lynn F. Horton** (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **D W INVESTMENTS, LLC**, an Alabama limited liability company (herein referred to as "Grantee") the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

[This property does not constitute the homestead of Grantor nor of Grantor spouse.]

FURTHER for the consideration hereinbefore set forth, Grantor does additionally grant, bargain, sell, and convey unto Grantee and its successors, assigns, tenants, invitees, and representatives, a perpetual non-exclusive easement, license, and right of way upon, under, over, across, and through the property described on Exhibit "B" attached hereto (the "Servient Tenement") for the purpose of ingress, egress and access to the property described on Exhibit "A" attached hereto (the "Dominant Tenement"). This easement, license, and right of way shall be for both pedestrian and vehicular traffic, and utility access, and shall not be blocked, closed, altered, changed, or removed by the owners of the Servient Tenement or their agents. The title owner of the Servient Tenement shall maintain, at their own costs, the Servient Tenement in good condition and repair, and available for the uses set forth herein.

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

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor.

RESERVING, until the Gravel Drive Easement Termination Date (as herein defined) the Gravel Drive Easement (as herein defined).

The "Gravel Drive Easement" being reserved hereby shall be only an easement for ingress and egress in favor of the owner of the Servient Tenement along that portion of the gravel drive described on the survey of Rodney Shiflett, dated November 11, 2011 attached hereto as Exhibit "C" which is located in the Dominant Tenement, and shall terminate on the Gravel Drive Easement Termination Date. Following the Gravel Drive Easement Termination Date, the Grantor, the owner

of the Servient Tenement and the owner of the property to the west of the Dominant Tenement, shall have no rights of access to their property in or through the Gravel Drive Easement, with all access to their property being solely by and through the Servient Tenement.

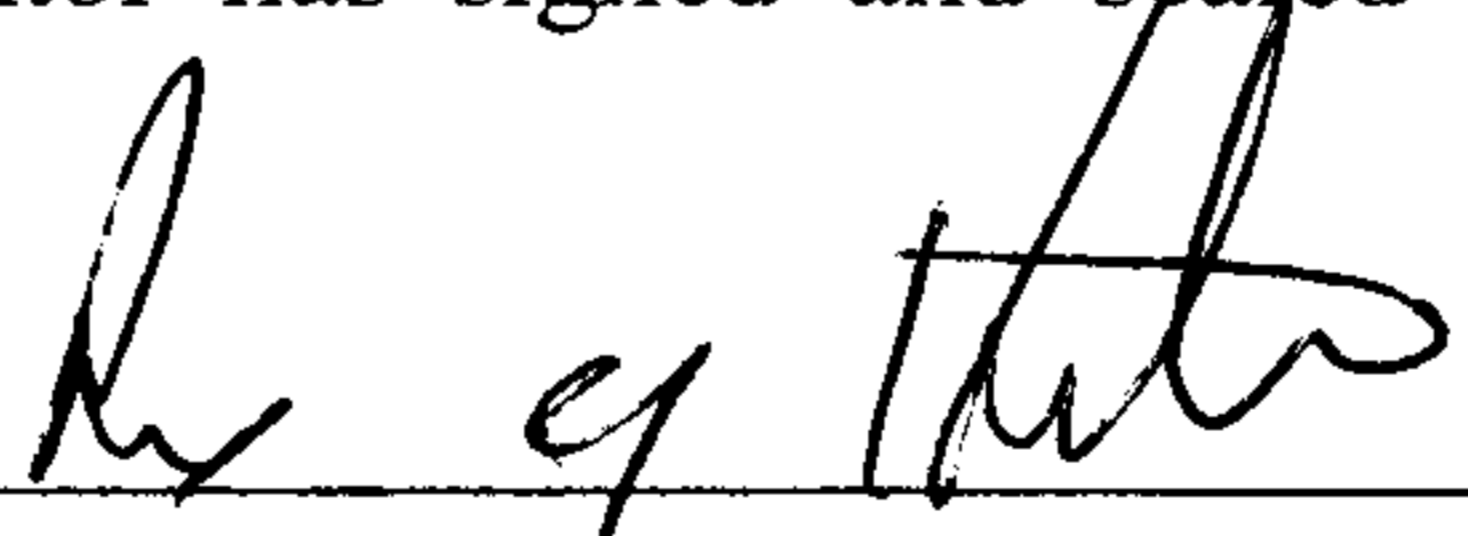
The "Gravel Drive Termination Date" is the earlier of i) the date that is one (1) year from this date, or ii) the date a road or drive is established on the Servient Tenement to serve as a means for ingress and egress access to the property located directly to the west of the Dominant Tenement.

While the Gravel Drive Easement is in effect, the owners of the Dominant Tenement and the owners of the Servient Tenement shall be jointly responsible for maintaining the Gravel Drive Easement and the improvements thereon in good condition and repair. When improvements or maintenance is necessary on the Gravel Drive Easement, the owner of the Dominant Tenement, shall give notice of same to the owner of the Servient Tenement, and cause the work to be completed in a good and workmanlike manner. As improvements or maintenance is incurred, the owner of the Dominant Tenement shall submit to the owner of the Servient Tenement, statements of charges for work done together with supporting documentation. Within thirty (30) days from receipt of such statements, the owner of the Servient Tenement shall pay his 1/2 share of same. If the owner of the Servient Tenement shall fail to pay his share of the work within such thirty (30) day period, the owner of the Dominant Tenement shall have a right to place a lien against the Servient Tenement and to enforce such lien in the same manner as provided for in the case of mechanic's and materialmen's liens under Alabama law. In addition the owner of the Servient Tenement agrees to pay all reasonable attorney's fees and costs of collection incurred by the Dominant Tenement owner in connection with collecting, or attempting to collect such costs.


Neither the owner of the Dominant Tenement or the owner of the Servient Tenement, or their agents, shall engage in any act of omission that results or is likely to result in materially impeding, restricting, or otherwise adversely affecting the easement rights granted or reserved herein.

Nothing contained herein will be deemed to constitute a gift, grant or dedication of any part of any parcel to the general public or for any public purpose whatsoever, it being the intention that the easement grant and reservation contained herein will be strictly limited to the private use of the owners of the Dominant Tenement and the Servient Tenement, along with their respective agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors, and tenants.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 31 day of January, 2012.



Rex A. Horton L.S.
(Individually)



Lynn F. Horton L.S.
(Individually)

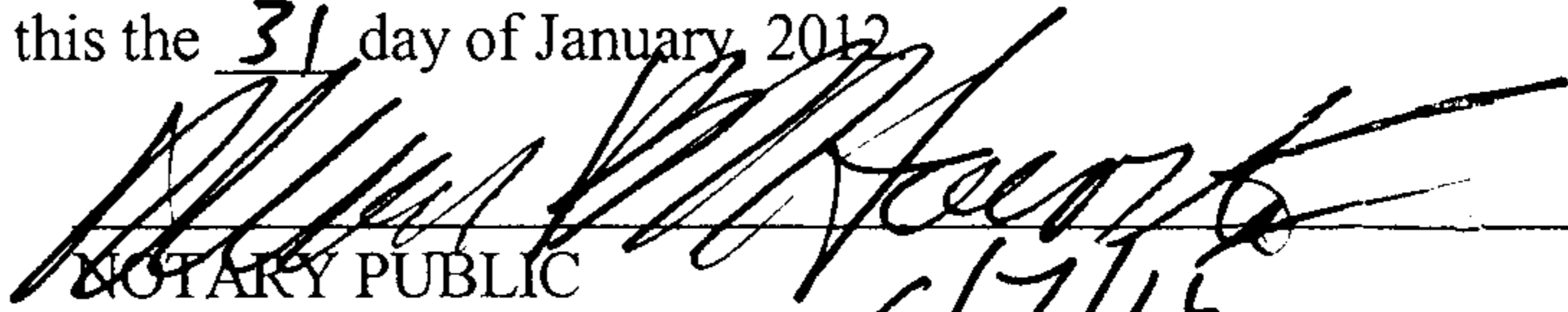


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STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rex A. Horton and Lynn F. Horton, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 31 day of January, 2012


NOTARY PUBLIC
My Commission Expires: 6/7/15

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600



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EXHIBIT "A"

Commence at the NE corner of the NE ¼ of the SE ¼ of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 02°13'46" E, a distance of 681.60'; thence S 89°01'14" W, a distance of 3149.00'; thence N 14°56'09" W, a distance of 30.90' to the POINT OF BEGINNING; thence continue along the last described course a distance of 176.77'; thence S 88°49'14" W a distance of 252.79'; thence S 02°10'26" W, a distance of 171.25'; thence N 88°57' 40" E a distance of 304.84' to the POINT OF BEGINNING.

According to the survey of Rodney Y. Shiflett, Al. Reg. #21784, dated November 11, 2011

SUBJECT TO:

- i) taxes and assessments for the year 2012, a lien but not yet payable;
- ii) permits to Alabama Power Company recorded in Deed Book 101, Page 139, Deed Book 101, Page 140 and Deed Book 167, page 109;
- iii) coal, oil, gas and mineral and mining rights which are not owned by Grantor.



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EXHIBIT "B"

Non-Exclusive Perpetual Ingress/Egress and Utility Easement

Commence at the NE corner of the NE ¼ of the SE ¼ of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 02°13'46" E, a distance of 681.60'; thence S 89°01'14" W, a distance of 3149.00' to the POINT OF BEGINNING OF EASEMENT; thence N 14°56'09" W, a distance of 30.90'; thence S 88°57'40" W, a distance of 304.84'; thence S 01°02'20" E, a distance of 30.00'; thence N 88°57'40" E a distance of 312.26' to the POINT OF BEGINNING OF EASEMENT.

According to the survey of Rodney Y. Shiflett, Al. Reg. #21784, dated November 11, 2011



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