

Inst # 1999-29172

Send Tax Notice To:
✓ Kent Upton
P.O. Box 509
Pelham, AL
35124

This instrument was prepared by:
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& Kimbrough, L.L.C.
P. O. Box 380275
Birmingham, AL 35238

Warranty Deed, Easement and Joint Driveway Agreement

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION OF One Hundred Thousand Two Hundred Sixty-Two Dollars and 50/100 (\$100,262.50) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **W. PAUL YEAGER and CLARA Y. YEAGER, husband and wife**, (herein referred to as Grantors, whether one or more) do **GRANT, BARGAIN, SELL AND CONVEY** unto **KENT UPTON, a married man**, (herein referred to as Grantees, whether one or more), in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Attached Exhibit A for legal description of property conveyed.

EXCEPTING to Grantor and Grantor's immediate family (wife, son, daughter, daughter in-law, son in-law, and grandchildren) so long as they reside at the houses located on the real property located adjacent to the real property conveyed herein, the right to use the pond located on the property conveyed by this instrument, and reserving to Grantor and Grantor's immediate family the right to cross Grantee's premises in order to use the above-described pond.

Subject to:

1. General and special taxes for 1999 and subsequent years not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 142, page 81; Deed Book 105, page 22; Deed Book 101, page 517; Deed Book 170, page 290; Deed Book 205, page 685 and Deed Book 192, page 252 in Shelby County Probate Office.
3. Easement(s) to Alabama Gas Corp. as shown by instrument recorded in Real 365 page 193 in Shelby County Probate Office.
4. Easement(s) to Colonial Pipeline Co. as shown by instrument recorded in Deed Book

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222 page 638 and amended in Deed Book 270 page 5 in Shelby County Probate Office.

5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 327 page 553 in Shelby County Probate Office.
6. Riparian Rights, if any, in and to the use of Peavine Creek.
7. Rights of others to use access easement as set out in Real 387 page 792, Instrument # 1996-6788, Instrument # 1997-16169 and Instrument # 1997-16172 in the Shelby County Probate Office.
8. All other existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

Mineral and mining rights excepted.

NOTE: This property does not constitute the homestead of the grantor or his spouse.

TO HAVE AND TO HOLD unto the said Grantee his heirs and assigns, forever in fee simple forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with 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 I will and my 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.

FURTHER, for the consideration hereinbefore set forth, Grantor does GRANT, BARGAIN, SELL, AND CONVEY unto Grantee an easement and right-of-way upon and across the following described property of the Grantor, to-wit:

See Exhibit B for legal description of easement.

The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of providing pedestrian and vehicular ingress and egress to the property conveyed by Grantor to Grantee herein.

The easement, rights and privileges herein granted shall be perpetual. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, his successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

This easement shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

FURTHER, for the consideration hereinbefore set forth, Grantor does GRANT, BARGAIN, SELL, AND CONVEY unto Grantee a perpetual easement over the portion of Grantor's real property lying between King's Crest Road and the easement conveyed hereinabove which is presently used as a driveway by Grantor and which is necessary for use for joint driveway purposes which easement shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto. Grantee agrees that this easement shall be limited to providing ingress and egress to no more than two (2) single family residences to be constructed by Grantee. It is further understood and agreed that at such time as Grantee constructs a single family residence, from that time forward, the Grantor and Grantee each will and does assume and agree to pay a proportional share of the cost of maintaining the present asphalt driveway over the easement granted herein based on the number of residences served by the driveway.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 3RD day of MARCH, 1999.

W. Paul Yeager
W. Paul Yeager

Clara Y. Yeager
Clara Y. Yeager

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Paul Yeager, whose name 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, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of March, 1999.

Jim M. Bull
Notary Public
My Commission Expires: 09/03/02

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clara Y. Yeager, whose name 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, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of March,
1999.

Kim M. Burrell
Notary Public
My Commission Expires: 08/03/02

EXHIBIT A

A parcel of land in the N 1/2 of Section 21, Township 20 South, Range 2 West, Shelby County, Alabama; described as follows:
Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West; thence run South 43 deg. 12 min. 45 sec. West for 880.85 feet; thence run South 41 deg. 06 min. 04 sec. West for 274.80 feet to the point of beginning; thence run South 41 deg. 06 min. 04 sec. West for 217.58 feet; thence run South 87 deg. 28 min. 44 sec. West for 381.89 feet; thence run South 55 deg. 17 min. 07 sec. West for 1518.32 feet; thence run North 88 deg. 10 min. 54 sec. West for 310.82 feet; thence run North 85 deg. 18 min. 37 sec. West for 388.95 feet; thence run North 72 deg. 23 min. 00 sec. West for 181.72 feet to a point in the center of Peavine Creek, with the following courses following said centerline of said Peavine Creek; thence run North 24 deg. 17 min. 25 sec. East for 110.12 feet; thence run North 27 deg. 29 min. 32 sec. East for 142.91 feet; thence run North 58 deg. 54 min. 52 sec. East for 920.67 feet; thence run North 64 deg. 18 min. 37 sec. East for 175.09 feet; thence run North 32 deg. 54 min. 09 sec. East for 259.70 feet; thence run North 65 deg. 57 min. 26 sec. East for 233.72 feet; thence departing said creek run South 87 deg. 17 min. 54 sec. East 1219.90 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE RUN S 43-12'45" W FOR 880.85 FEET; THENCE RUN S 41-06'04" W FOR 274.80 FEET; THENCE RUN S 41-06'04" W FOR 217.58 FEET; THENCE RUN S 87-28'44" W FOR 381.89 FEET; THENCE RUN S 55-17'07" W FOR 1283.30 FEET TO THE POINT OF BEGINNING OF A 30 FOOT EASEMENT LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S 33-32'01" E FOR 336.89 FEET; THENCE RUN S 09-20'33" E FOR 86.55 FEET; THENCE RUN S 02-47'57" W FOR 57.54 FEET TO THE CENTER OF AN EXISTING DRIVEWAY AND THE END OF SAID EASEMENT.

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