



20070911000425540 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
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This instrument was prepared by:

Grantees' address:
400 Gibson Farm Road
Columbiana, AL 35051

William R. Justice
P.O. Box 587 Columbiana, Alabama 35051

\$1,000.00

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP**

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of exchange of real property of equal value to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, the undersigned Bulley Creek, Inc.; Jack H. Falletta and wife, Patricia A. Falletta; and Timothy V. Washburn and wife, Kelly Washburn (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto Frances Elayne Lokey Gibson and Charles W. Gibson (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described easement over real estate situated in Shelby County, Alabama to-wit:

A 20-foot wide easement for ingress, egress, and utilities the centerline of which is the boundary between Lots 58 and 59, Bulley Creek Farm Development 1st Sector, as recorded in Map Book 38, page 75A & B, in the Probate Office of Shelby County, Alabama, running from the right-of-way line of Barnsley Street to Lay Lake, as shown on said recorded plat.

The easement hereby conveyed is subject to the following conditions and restrictions:

- A. Easement for ingress and egress and utilities only, to the real property owned by Grantees on an island in Lay Lake, located in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 23, Township 21 South, Range 1 East, Shelby County, Alabama.
- B. Easement not to be conveyed as or dedicated as a public road, street, or way without written consent of Grantors or their successors in title.
- C. No boat launch, pier, boathouse, shed, or similar facility or structure may be constructed or placed on the easement.
- D. No hog wire, barbed wire, or similar fencing may be erected or placed on the easement.
- E. The easement must be maintained in keeping with the streets and common areas of the residential subdivision through which it passes, must be paved prior to its use (as long as driveways in the subdivision are required to be

paved), but cannot be paved or otherwise used until Grantees construct permanent access over the water from the end of the easement to their land on the island.

- F. Paving, utilities installation, and any accessories (gates, columns, signs, fences, etc.) must have prior written approval of the architectural review board of Bulley Creek Farm Development 1st Sector.


Also subject to easements, restrictions, conditions, and rights of way of record, including those shown on the recorded plat.


TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.


And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, successors, assigns, and administrators covenant with the said GRANTEES, their heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors, successors, assigns, and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.


IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, or by its President, Jack H. Falletta, who is authorized to execute this conveyance, has hereto set its signature and seal, this 9th day of August, 2007.

Bulley Creek, Inc.

by 
Jack H. Falletta, as its president


Jack H. Falletta


Timothy V. Washburn

~~~~ deceased


Patricia A. Falletta


Kelly Washburn

STATE OF ALABAMA
COUNTY OF Jefferson

Corporate Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack H. Falletta, whose name as President of Bulley Creek, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of August, 2007.

Myra Ann O'Bar
Notary Public

STATE OF ALABAMA
COUNTY OF _____

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Imogene Falletta, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2007.

Notary Public

STATE OF ALABAMA
COUNTY OF Jefferson

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack H. Falletta and Patricia A. Falletta, 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 9th day of August, 2007.

Myra Ann O'Bar
Notary Public

STATE OF ALABAMA
COUNTY OF Jefferson

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Timothy V. Washburn and Kelly Washburn, 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 9th day of August, 2007.

Myra Ann O'Bar
Notary Public