

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION, SURVEY OR ON-SITE INSPECTION

This Instrument Was Prepared By:
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BROWDER & WELBORN, LLC
Post Office Box 2444
Tuscaloosa, Alabama 35403-2444
Telephone: (205) 349-1910

Please Send Tax Notice To:
Darell L. Eidson
549 Rock Creek Road
Sterrett, AL 35417


20220315000106310 1/6 \$323.00
Shelby Cnty Judge of Probate, AL
03/15/2022 10:03:48 AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that for and in consideration of other good and valuable consideration and the further sum of Ten and No/100 (\$10.00) Dollars and to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, Darell L. Eidson, also known as Darell Eidson, a married man (herein referred to as the "Grantor"), do by these presents, grants, bargains, sells and conveys unto himself, Darell L. Eidson, and his wife, Kimberly C. Eidson, a life estate; and the remainder interest unto E5 Enterprises, LLC – E5 Farm Series, an Alabama limited liability company series (herein collectively referred to as "Grantees"), as tenants in common without right of severance for and during the joint lives of the said Darell L. Eidson and Kimberly C. Eidson, and during the lifetime of the survivor of them, with the indestructible cross-contingent remainder into that certain LLC Series in fee simple, the following described real estate situated in Shelby County, Alabama, to-wit:

That certain real estate property lying and being in Shelby County, State of Alabama, recorded in the Probate Records of Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference to the same extent as if fully set forth herein.

This conveyance is subject to restrictive covenants as well as all other encumbrances, easements, rights-of-way, and covenants filed of record, in the Office of the Judge of Probate of Shelby County, Alabama; and, this conveyance is further subject to: (1) taxes which may be due now and thereafter; (2) easements, restrictions, and rights-of-way of record; (3) mineral and mining rights not owned by the Grantor, if any; (4) the fact that the property is under a current use assessment; and, (5) all matters involving Brightwater Farms Architectural Committee and Brightwater Farms Residential Association.

LESS AND EXCEPT: It is expressly provided, and Grantees by recordation hereof expressly agree, that Grantor Darell L. Eidson, and his wife, Kimberly C. Eidson, shall have the full possession, benefit, use and enjoyment of the described property, as well as of the rents, issues, and profits therefrom, if any, for and during the joint lives of Darell L. Eidson and Kimberly C. Eidson, and during the lifetime of the survivor of them, for so long as either of them desires to maintain the subject premises as his or her principal residence or second home, including but not limited to the power to consume the described property. However, further provided, that if the subject premises are subject to any existing mortgage or other encumbrance for which Darell L. Eidson and/or Kimberly C. Eidson, are liable as guarantor or otherwise, said Grantees by recordation hereof express agree that he, she, or they, as the case may be, retain ultimate responsibility and liability for said mortgage or encumbrance; and, by these presents do expressly guarantee collection and payment of any note associated with said existing mortgage or encumbrance, if any, against the subject premises.

Together with all and singular the tenements, hereditaments, rights, privileges, ways and appurtenances thereunto belonging or in anywise appertaining.

Grantor hereby affirms that the above-described property herein conveyed does not currently constitute the homestead of any person.

The above description has been provided to the draftsman by the Grantor. The draftsman makes no warranty that the description referenced in this document is correct and complete, or that the Grantor is the owners of the premises. Since no survey nor title examination has been performed, the draftsman cannot make any representations in any manner that the premises are in compliance with any subdivision restrictions, state, county or city regulations if applicable. Also, please note that the draftsman makes no warranties or representations concerning prescription or adverse possession by surrounding landowners or existing easements that may exist on or across the property.

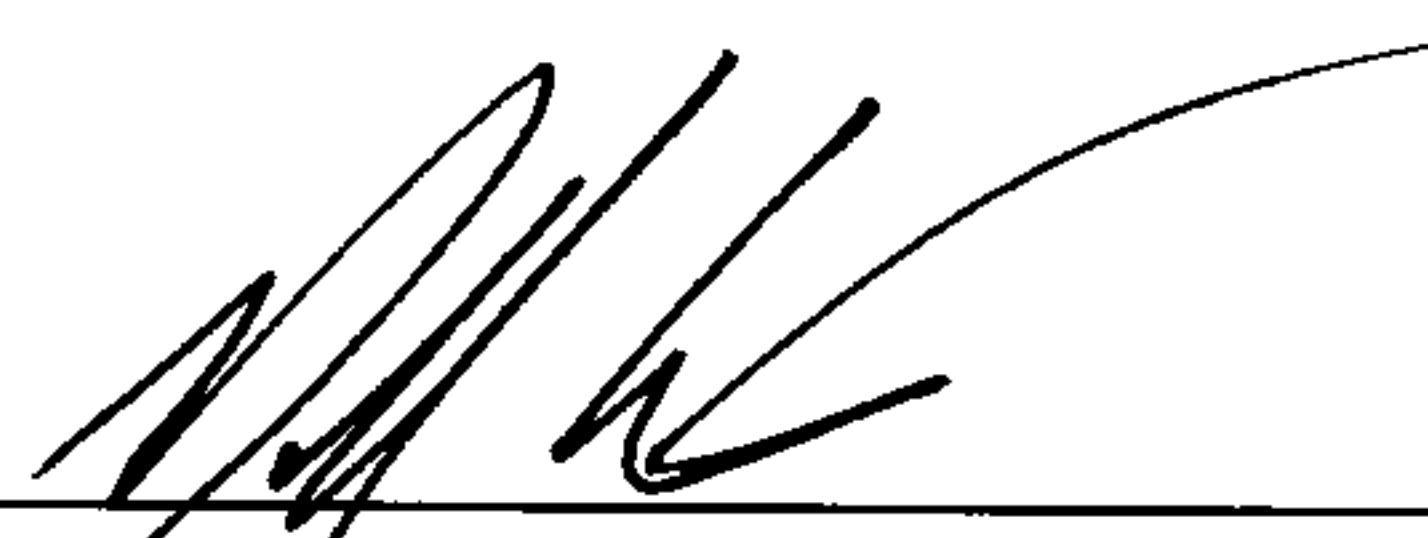
TO HAVE AND TO HOLD to the said Grantees, as tenants in common without right of severance for and during the joint lives of the said Darell L. Eidson and Kimberly C. Eidson, and during the lifetime of the survivor of them, with the indestructible cross-contingent remainder into E5 Enterprises, LLC – E5 Farm Series, an Alabama limited liability company series, and to the successors and assigns of said Grantee forever.

AND, I do for myself and for my heirs and personal representative, covenant with the said Grantees, their and its heirs, successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I will, and my heirs and personal representative shall, warrant and defend the same to the said Grantees, and their

20220315000106310 3/6 \$323.00
Shelby Cnty Judge of Probate, AL
03/15/2022 10:03:48 AM FILED/CERT

and its heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 24th day of February, 2022.



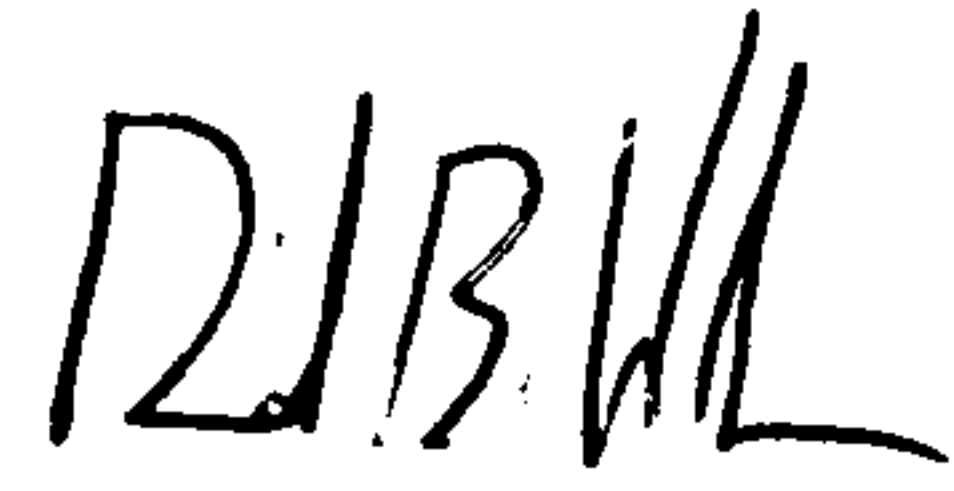
Darell L. Eidson

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State at large, hereby certify that Darell L. Eidson, a married man, 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 this the 24th day of February, 2022.

(Seal)



NOTARY PUBLIC

My commission expires: 10-12-25

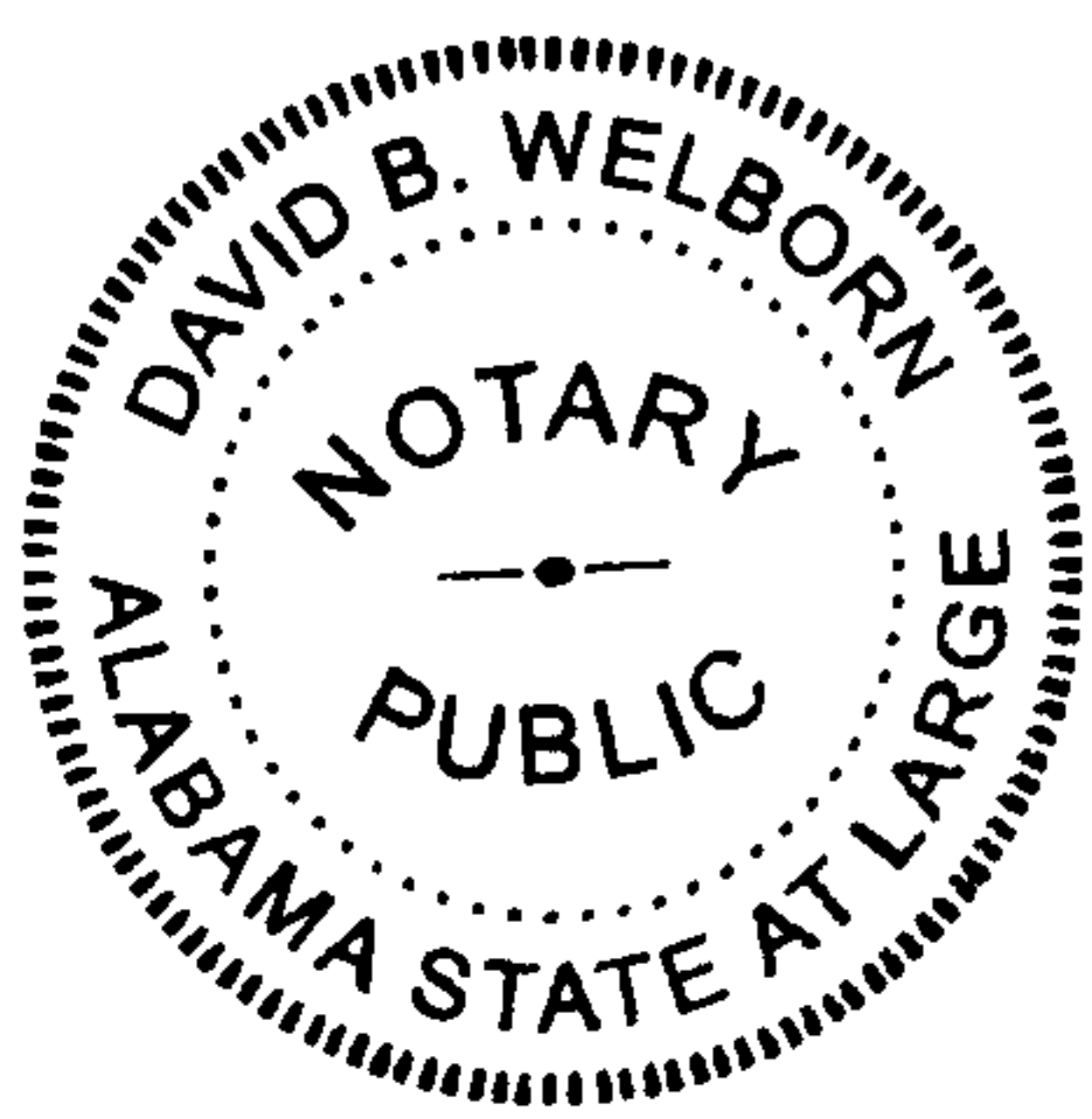


EXHIBIT "A"


20220315000106310 4/6 \$323.00
Shelby Cnty Judge of Probate, AL
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Property Description:

The following described real estate, with all improvements and fixtures located thereon and situated in Shelby County, Alabama, to-wit:

Source of Title: Instrument # 20200630000270050:

A parcel of land being a portion of that certain tract of land as described in Inst. No. 20071228000583290 in the Judge of Probate Office of Shelby County, Alabama lying in the Southeast $\frac{1}{4}$ of Section 13, Township 19 South, Range 1 East and being particularly described as follows:

Commence at a 1 inch open top found in place at the Southeast corner of the Southeast $\frac{1}{4}$ of Section 13, Township 19 South, Range 1 East; thence North 90 deg. 00 min. 00 sec. West along the South line of Section 13, a distance of 2,508.34 feet to a 2 inch open top found in place; thence North 86 deg. 18 min. 45 sec. West a distance of 50.15 feet to a $\frac{1}{2}$ inch open top found in place at Southwest corner of said Southeast $\frac{1}{4}$, thence North 02 deg. 09 min. 45 sec. West along the West line of said Southeast $\frac{1}{4}$ a distance of 75.61 feet to the Point of Beginning; thence continuing North 02 deg. 09 min. 45 sec. West along said West line a distance of 1,250.46 feet to a 1 inch open top pipe found in place at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North 01 deg. 55 min. 19 sec. East a distance of 1,425.66 feet to a t-post found in place at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South 88 deg. 54 min. 53 sec. East along the North line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 911.74 feet to a point; thence South 01 deg. 05 min. 07 sec. West a distance of 1,944.77 feet to the centerline of a creek; thence the following 12 courses along said creek centerline South 58 deg. 12 min. 26 sec. West a distance of 70.53 feet to a point; thence South 12 deg. 30 min. 14 sec. West a distance of 115.21 feet to a point; thence South 50 deg. 26 min. 26 sec. West a distance of 235.71 feet to a point; thence South 76 deg. 50 min. 19 sec. West a distance of 81.77 feet to a point; thence South 34 deg. 47 min. 57 sec. West a distance of 83.25 feet to a point; thence South 80 deg. 42 min. 23 sec. West a distance of 168.49 feet to a point; thence South 41 deg. 42 min. 42 sec. West a distance of 151.92 feet to a point; thence South 26 deg. 54 min. 43 sec. West a distance of 81.27 feet to a point; thence South 09 deg. 42 min. 09 sec. West a distance 117.52 feet to a point; thence South 59 deg. 03 min. 31 sec. West a distance of 49.38 feet to a point; thence North 77 deg. 48 min. 36 sec. West a distance of 63.76 feet to a point; thence North 74 deg. 20 min. 51 sec. West a distance of 55.03 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with the following described easement:

Ingress and Egress Easement (Non Exclusive)



20220315000106310 5/6 \$323.00
Shelby Cnty Judge of Probate, AL
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An easement being a portion of that certain tract of land as described in Inst. No. 20071228000583290 in the Judge of Probate Office, Shelby County, Alabama lying in the Northeast $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, and being more particularly as follows:

Commence at a 1 inch open top found in place at the Southeast corner of the Southeast $\frac{1}{4}$ of Section 13, Township 19 South, Range 1 East; thence North 90 deg. 00 min. 00 sec. West, a distance of 2,508.34 feet to a 2 inch open top found in place and the Point of Beginning; thence South 02 deg. 52 min. 53 sec. West a distance of 1,050.98 feet to a point; thence South 86 deg. 57 min. 34 sec. East a distance of 49.90 feet to a point; thence South 03 deg. 23 min. 29 sec. West a distance of 1,292.42 feet to the Northerly right-of-way of Westover Road; thence along said right-of-way North 79 deg. 48 min. 37 sec. West a distance of 100.27 feet; thence leaving said right-of-way North 03 deg. 22 min. 32 sec. East a distance of 1,280.03 feet to a point; thence North 02 deg. 52 min. 30 sec. East a distance of 1,051.46 feet to a $\frac{1}{2}$ inch open top found in a place at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 13; thence North 2 deg. 09 min. 45 sec. West along the West line of said Southeast $\frac{1}{4}$ a distance of 75.61 feet to a point on the centerline of a creek; thence South 74 deg. 20 min. 51 sec. East along said centerline 55.03 feet to a point; thence South 00 deg. 04 min. 59 sec. West a distance of 63.94 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name
Mailing Address

Darrell L. Eidson
549 Rock Creek Rd.
Sterrett, AL
35417

Grantee's Name
Mailing Address

E5 Enterprises, LLC -
E5 Farm Series
549 Rock Creek Rd.
Sterrett, AL 35417

Property Address

549 Rock Creek Rd.
Sterrett, AL
35417

Date of Sale

2-24-22

Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$

284,680.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☒ Appraisal
☐ Other



20220315000106310 6/6 \$323.00
Shelby Cnty Judge of Probate, AL
03/15/2022 10:03:48 AM FILED/CERT

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2-24-22

Print

Darrell L. Eidson

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Form RT-1