

This Instrument Prepared By:
Ray F. Robbins, III, Esq.
The Westervelt Company
Post Office Box 48999
Tuscaloosa, AL 35404
205-562-5431

STATE OF ALABAMA
COUNTY OF SHELBY



20240422000115640 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
04/22/2024 12:33:07 PM FILED/CERT

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS and UTILITY EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the 14th day of March 2024 (the “Effective Date”), by and between **The Westervelt Company, Inc.**, a Delaware corporation (“**Grantee**”), and **Dennis Polley**, a married man (“**Grantor**”).

Recitals:

WHEREAS, Grantor has agreed to grant Grantee a sixty (60) foot wide permanent non-exclusive access and utility easement over and across certain property owned by the Grantor for purposes of providing ingress, egress and utilities for the Grantee’s use.

NOW, THEREFORE, for and in consideration of One and No/100 Dollar (\$1.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Rule of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(i) The terms “include”, “including”, and similar terms shall be construed as if followed by the phrase “without being limited to”;

(ii) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Paragraph or other subdivision or Exhibit;

(iii) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference; and

(iv) All references in this Agreement to Grantor and Grantee shall specifically include the respective successors and assigns of Grantor and Grantee.

2. Grant of Easement. Subject to the terms and provisions set forth in Paragraph 3 below, Grantor does hereby grant to Grantee, for no additional fee or charge other than that described herein for creating adequate consideration, a sixty (60) foot wide non-exclusive permanent access and utility easement over and across certain real property owned by the Grantor located in Shelby County, Alabama which is more particularly described on Exhibit “A” attached



20240422000115640 2/5 \$34.00
Shelby Cnty Judge of Probate, AL
04/22/2024 12:33:07 PM FILED/CERT

hereto and incorporated herein by reference (the "Easement Property") for purposes of providing ingress, egress and utilities to and from property owned the Grantee.

3. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of the Easement Property, the Grantee Property or any portion thereof.

4. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

5. Severability. Invalidity of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

6. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements or undertakings of the parties relating to the subject matter of this Agreement.

The remainder of this page has intentionally been left blank.



20240422000115640 3/5 \$34.00
 Shelby Cnty Judge of Probate, AL
 04/22/2024 12:33:07 PM FILED/CERT

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTEE:
THE WESTERVELT COMPANY INC.

By: *Ray F. Robbins, III*
 Ray F. Robbins, III
 Vice President & General Counsel

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

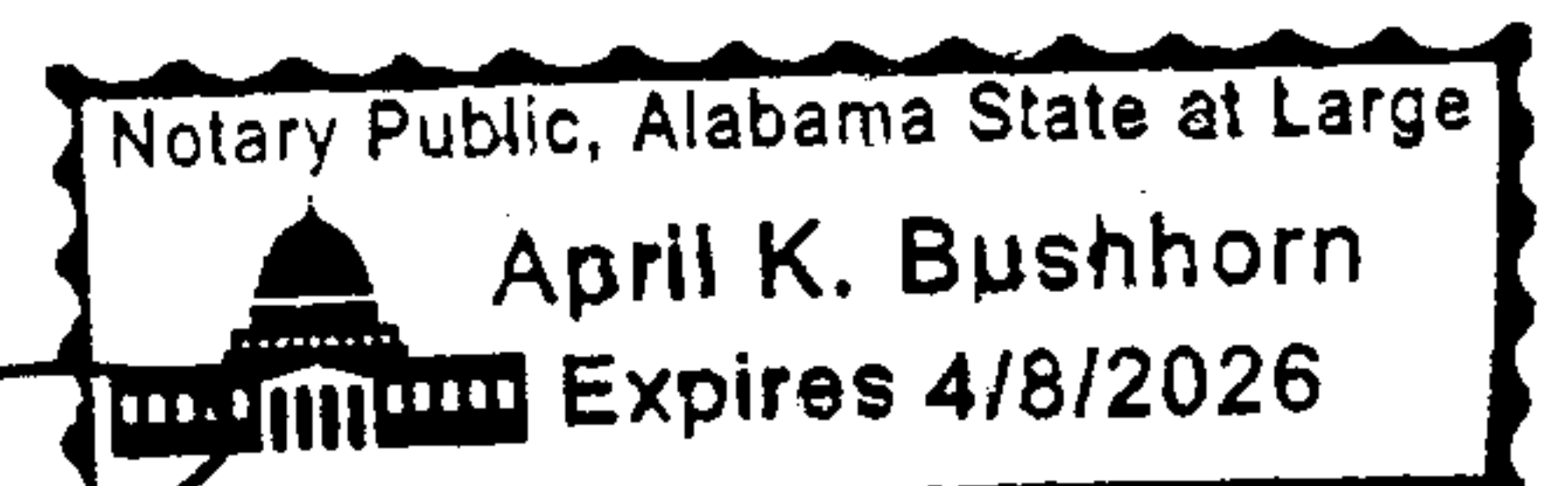
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ray F. Robbins, whose name as Executive Vice President & General Counsel of The Westervelt Company, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official, notarial seal on this the 22nd day of March, 2024

{SEAL}

Al Bushhorn
 Notary Public
 My Commission Expires: 4/8/2026

GRANTOR:



By: *Dennis Polley*
 Name: Dennis Polley

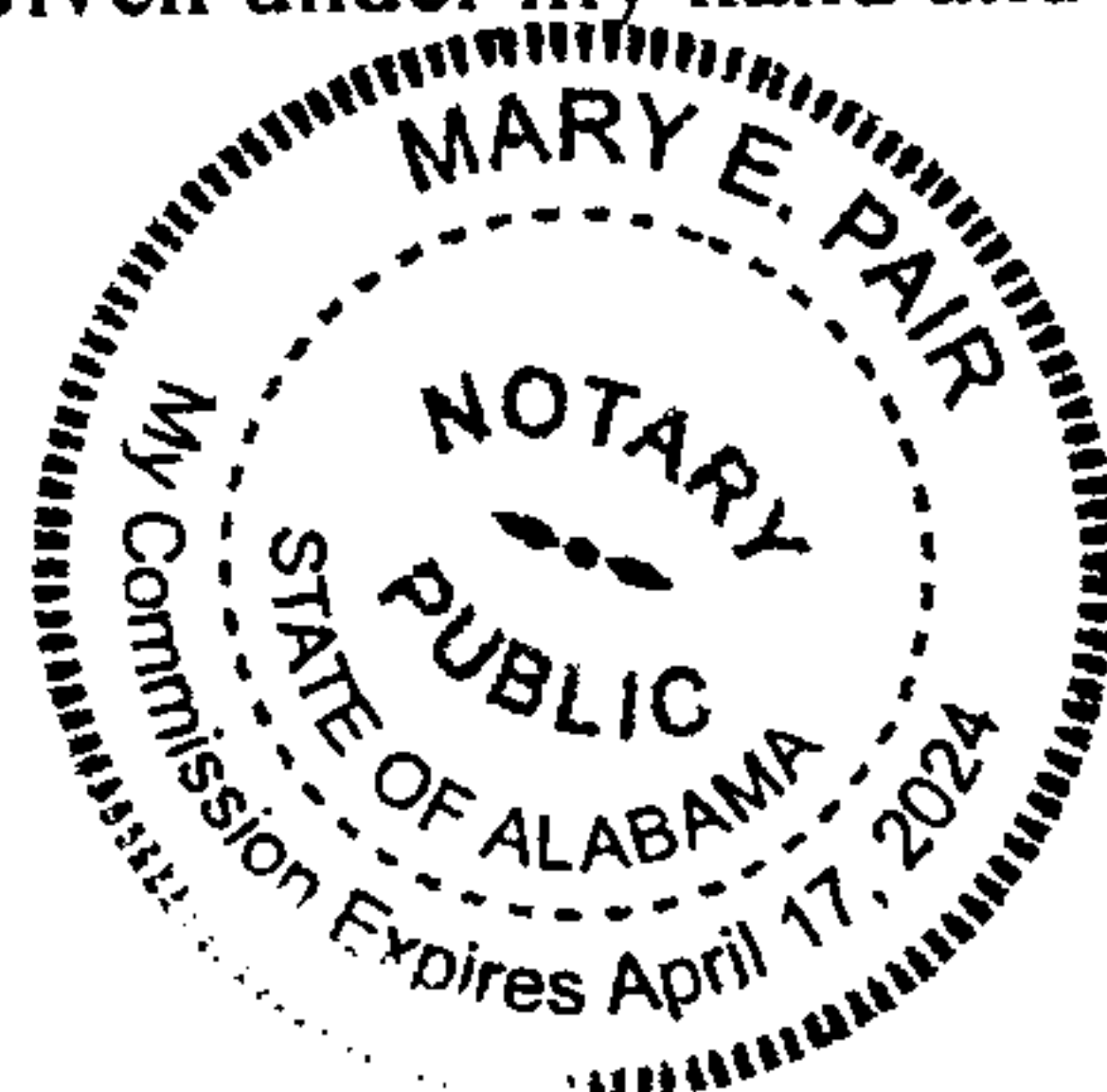
STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Dennis Polley 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, notarial seal on this the 21st day of March, 2024.

{SEAL}



Mary E. Pair
 Notary Public
 My Commission Expires: April 17, 2024

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTEE:
THE WESTERVELT COMPANY INC.

By: _____
Ray F. Robbins, III
Vice President & General Counsel

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ray F. Robbins, whose name as Executive Vice President & General Counsel of The Westervelt Company, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official, notarial seal on this the ____ day of _____, 20__.

{SEAL}

Notary Public
My Commission Expires: _____

GRANTOR:

By: *Dennis Polley*
Name: *Dennis Polley*

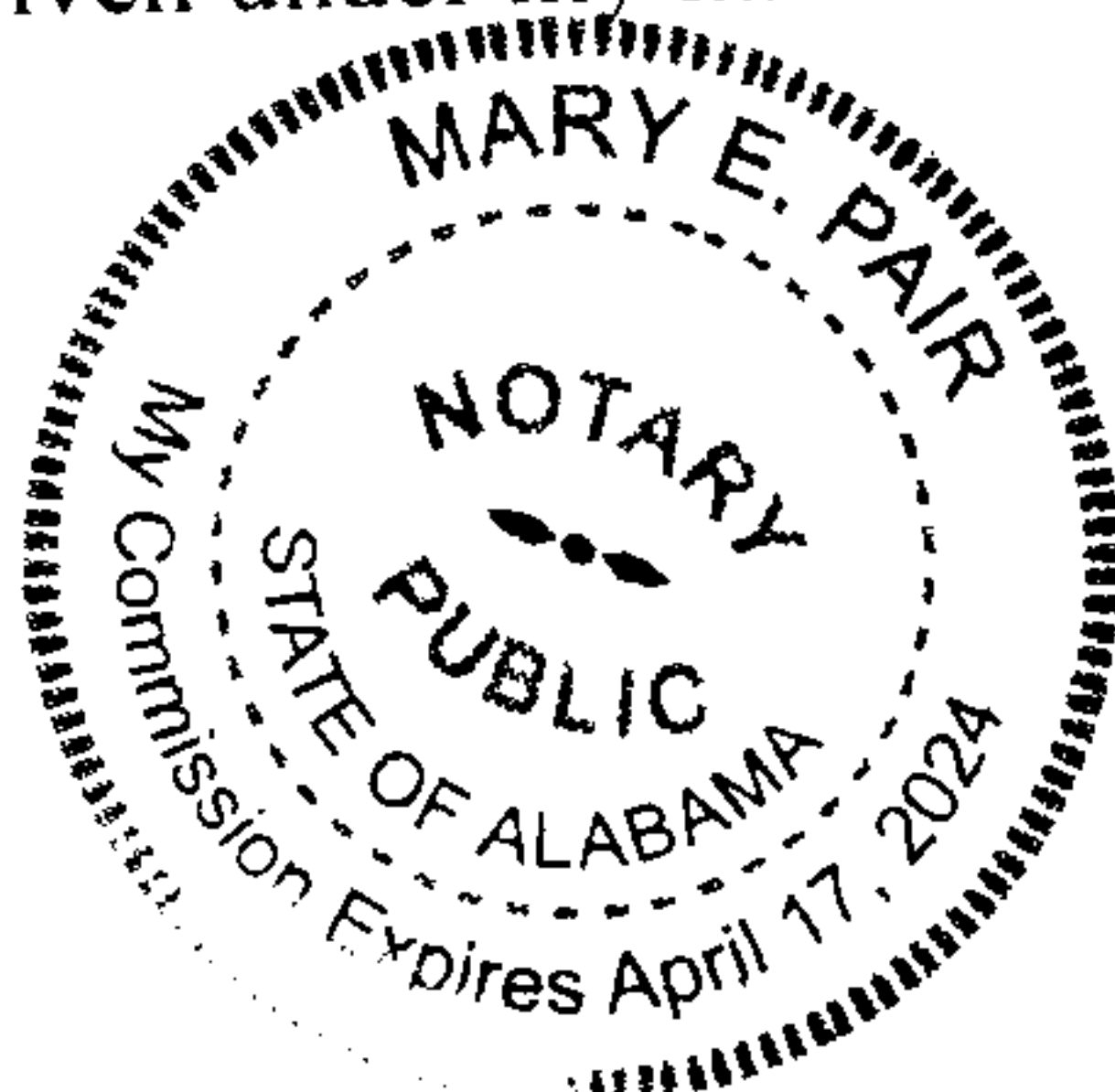
STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that *Dennis Polley* 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, notarial seal on this the *21st* day of *march*, 20*24*.

{SEAL}



Mary E. Pair
Notary Public
My Commission Expires: *April 17, 2024*



20240422000115640 5/5 \$34.00
Shelby Cnty Judge of Probate, AL
04/22/2024 12:33:07 PM FILED/CERT

EXHIBIT "A"
Description of Easement Property

A 60 ft access and utility easement located in the Northwest quarter of Section 31, all in Township 20 South, Range 1 East, Huntsville Meridian, in Shelby County, Alabama; being more particularly described as follows:

Commence at the intersection of Hughes Road (60ft Right-of-Way) and the Southern boundary of the Northwest Quarter; run 60 ft parallel and North of the Southern boundary of the Northwest Quarter and terminate at the West boundary of the Northwest Quarter.