



20250429000127380 1/6 \$38.00
 Shelby Cnty Judge of Probate, AL
 04/29/2025 02:44:13 PM FILED/CERT

This Instrument Prepared By:

Clint C. Thomas, P.C.
 Attorney at Law
 P.O. Box 1422
 Calera, Alabama 35040

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

Easement Agreement for Ingress & Egress

KNOW ALL MEN BY THESE PRESENTS, That for an in consideration of the sum of One Dollar and 00/100 (\$1.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, that **Stephen L. Smith and Karen L. Smith, a married couple**, hereinafter called the "Grantor", do hereby GRANT, BARGIN, SELL and CONVEY unto said **Dulce Luz Huerta and Miguel Angel Ortiz Martinez, a married couple**, hereinafter called the "Grantee", an easement and right-of-way into, upon and across that certain real estate owned by the Grantor located in Shelby County, Alabama, with said easement and right-of-way being more particularly described as follow, to wit:

Commence at the NW Corner of the SW 1/4 of the NW 1/4 of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama; Thence North 88 degrees 58' 32" East a distance of 80.78'; Thence North 89 degrees 23' 00" East a distance of 169.99'; Thence North 89 degrees 15' 07" East a distance of 12.45' to the Point of Beginning of Said Centerline; Thence North 29 degrees 51' 12" West a distance of 14.15'; Thence North 65 degrees 17' 24" West a distance of 44.82'; Thence North 88 degrees 14' 11" West a distance of 76.50'; Thence South 85 degrees 48' 11" West a distance of 48.59'; Thence North 79 degrees 24' 54" West a distance of 30.99' to the Southeasterly R.O.W. line of Shelby County Highway 93 and the Point of Ending of said Centerline. Easement to extend or trim as needed to intersect below described parcel and R.O.W. line of Highway 93.

Said easement shall be 20' in width until it abuts the Grantee's property and shall then extend to 24' in width to provide a wider entrance to the Grantee's property.

The above described easement and right-of-way shall be for the use and benefit of the following described real property, to wit:

Commence at the NW Corner of the SW 1/4 of the NW 1/4 of Section 18, Township 20 South Range 3 West, Shelby County, Alabama; Thence North 88 degrees 58' 32" East a distance of 80.78'; Thence N 89 degrees 23' 00" East a distance of 169.99' to the Point of Beginning; Thence North 89 degrees 15' 07" East a distance of 145.24'; Thence South 01

degrees 43' 59" West a distance of 155.00'; Thence South 89 degrees 15' 07" West a distance of 145.00'; Thence North 01 degrees 38' 45" East a distance of 154.99' to the Point of Beginning.

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of ingress, egress and utility access to the Grantee's property.

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, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

Grantee shall NOT have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed. The Grantee shall NOT park vehicles in the easement area and shall not burn debris in the easement area.

The easement, rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance. Abandonment shall be considered automatic if said property benefitting from said easement shall be abandoned and/or unoccupied for a period of 365 consecutive days.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley. If the Grantor, or any of Grantors successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantee, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

The Grantee's shall construct a fence at their own expense along the property line of the Grantor and shall be responsible for the maintenance and upkeep of such fence.



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Dulce Luz Huerta

Dulce Luz Huerta
Grantee

Miguel Angel Ortiz Martinez

Miguel Angel Ortiz Martinez
Grantee

Stephen L. Smith

Stephen L. Smith
Grantor

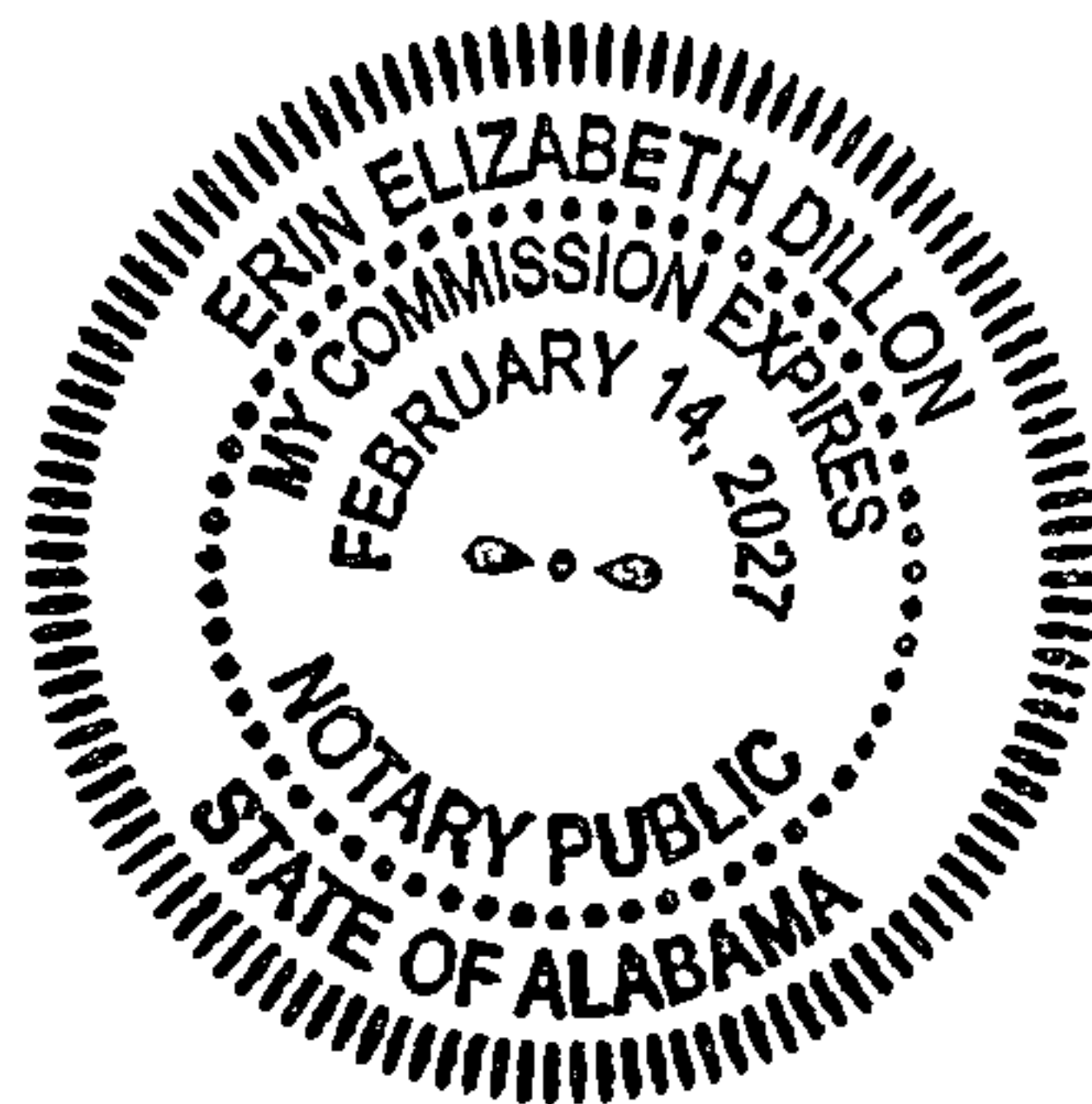
Karen L. Smith

Karen L. Smith
Grantor

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said County and said State, personally appeared *Stephen L. Smith* whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me personally, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily as their own free act.

GIVEN under my hand and official seal of office on this the 25th Day of April, 2025.



Erin Elizabeth Dillon

Notary Public
My Commission Expires: 2.14.2027

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

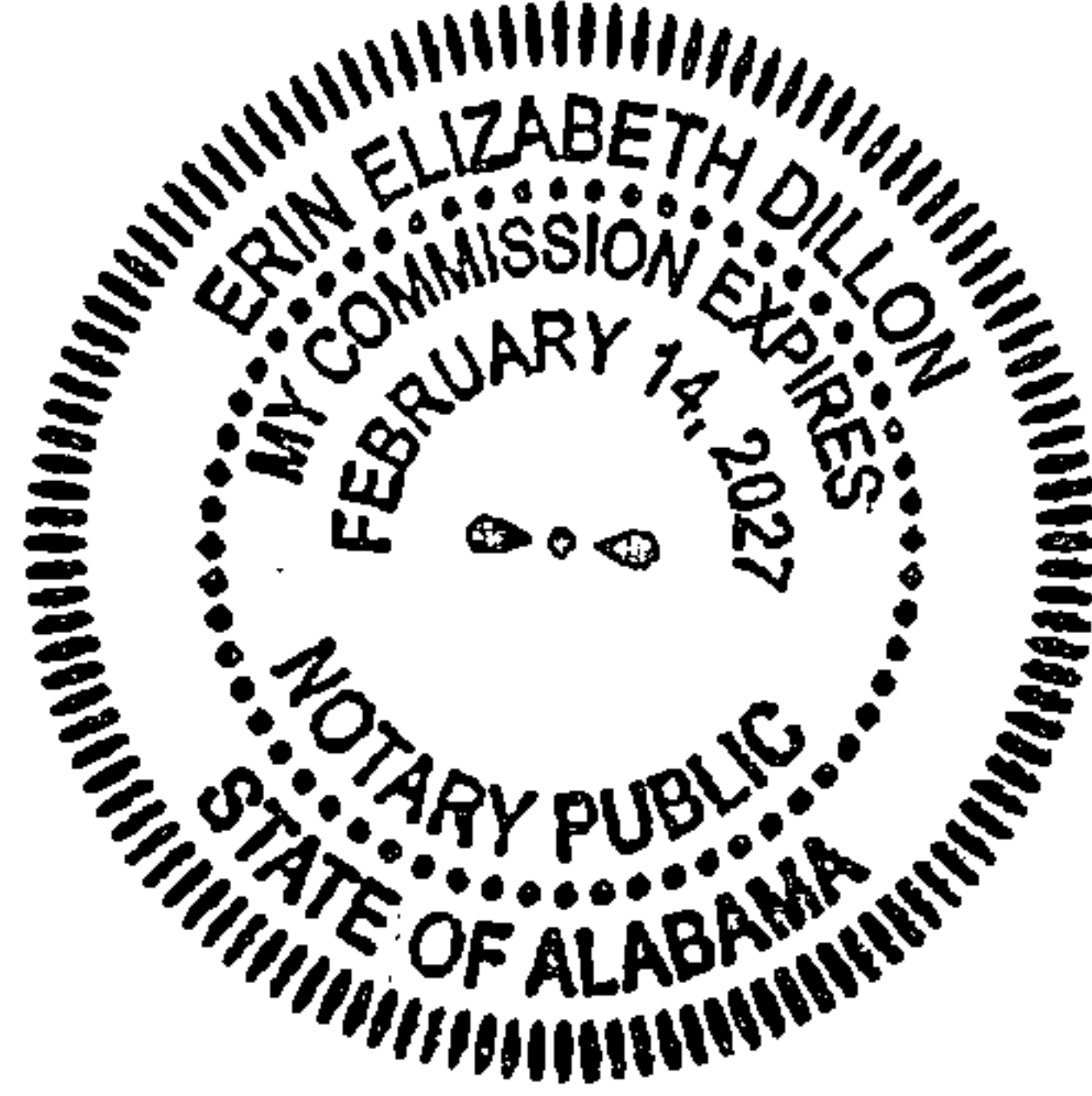
Before me, the undersigned, a Notary Public in and for said County and said State,



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personally appeared *Karen L. Smith* whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me personally, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily as their own free act.

GIVEN under my hand and official seal of office on this the 25th Day of April, 2025.



Erin Elizabeth Dillon

Notary Public

My Commission Expires: 2.14.2027

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said County and said State, personally appeared *Dulce Luz Huerta* whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me personally, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily as their own free act.

GIVEN under my hand and official seal of office on this the 29 Day of April, 2025.

[Signature]

Notary Public

My Commission Expires: 3/11/2028

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said County and said State,



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personally appeared *Miguel Angel Ortiz Martinez*, whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me personally, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily as their own free act.

GIVEN under my hand and official seal of office on this the 29 Day of April, 2025.

Notary Public

My Commission Expires: 5/11/2028

