

This instrument prepared by:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT (this "Agreement") is executed as of the 26 day of May, 2025, between **TCC INC.**, an Alabama corporation ("Grantor"), and **JOSEPH SHELTON SMITH**, an individual resident of the State of Alabama ("Grantee") (together with Grantor, the "Parties").

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Shelby County, Alabama (the "Grantor Property"), being more particularly described on Exhibit "A"; and

WHEREAS, Grantee is the owner of certain real property located in Shelby County, Alabama that is contiguous to, and west of, the Grantor Property (the "Grantee Property"), being more particularly described on Exhibit "B"; and

WHEREAS, the Parties desire to provide ingress and egress to the Grantee Property across and within that certain portion of the Grantor Property more particularly described on Exhibit "C" and depicted on Exhibit "D" (the "Easement Area");

WHEREAS, the Parties have agreed that Grantee, and its successors and/or assigns, shall have a perpetual, non-exclusive easement within the Easement Area for driveway purposes (including, without limitation, pedestrian and vehicular access, ingress and egress) and for the installation and maintenance of utilities, (the "Easement"); and

WHEREAS, the Parties have agreed to execute this Agreement to set forth each other's obligations with respect to the Easement.

AGREEMENT:

NOW, THEREFORE, for the purposes set forth in the foregoing recitals, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby declare and agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Grant of Easement. Grantor hereby grants to Grantee, and its successors and/or assigns, the Easement over, upon and across the Easement Area for driveway purposes (including, without limitation, pedestrian and vehicular access, ingress and egress) and for the installation and maintenance of utilities. It is hereby expressly acknowledged and agreed that the Easement granted herein shall entitle the Grantee, its successors, assigns, agents, contractors, licensees and invitees the right to enter upon, under, and over the Easement Area to access the Grantee Property.

3. Maintenance of Easement Area; Costs. Grantee, its successors and/or assigns, employees, and contractors, shall be responsible for maintaining, repairing, and replacing the Easement Area at Grantee's sole expense.

4. Indemnification. Grantee will defend, indemnify, and hold harmless the Grantor, and its successors and/or assigns, from and against any and all costs, liabilities, losses, penalties, expenses and damages (including reasonable attorneys' fees) of every kind and nature arising from third-party claims, demands, litigation, and suits, that relate to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the gross negligence or willful misconduct of the Grantee or its agents, employees, or affiliates during the use of the Easement. Notwithstanding the obligations set forth above in this Section 4, the Grantee will not defend or indemnify the Grantor or their respective successors and/or assigns to the extent that such claims are caused by: (i) a breach of any provision of this Agreement by the Grantor, and its successors and/or assigns, or (ii) any grossly negligent act or omission, willful misconduct, or willful failure on the part of the Grantor, and its successors and/or assigns.

5. Successors and Assigns. This Agreement shall run with the land, and be binding upon, and inure to the benefit of, the parties hereto and the successors and assigns thereof.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first written above.

TCC INC.,
an Alabama corporation

By: *Marbury McCullough* 5/27/25
Name: Marbury McCullough
Its: President

STATE OF ALABAMA)

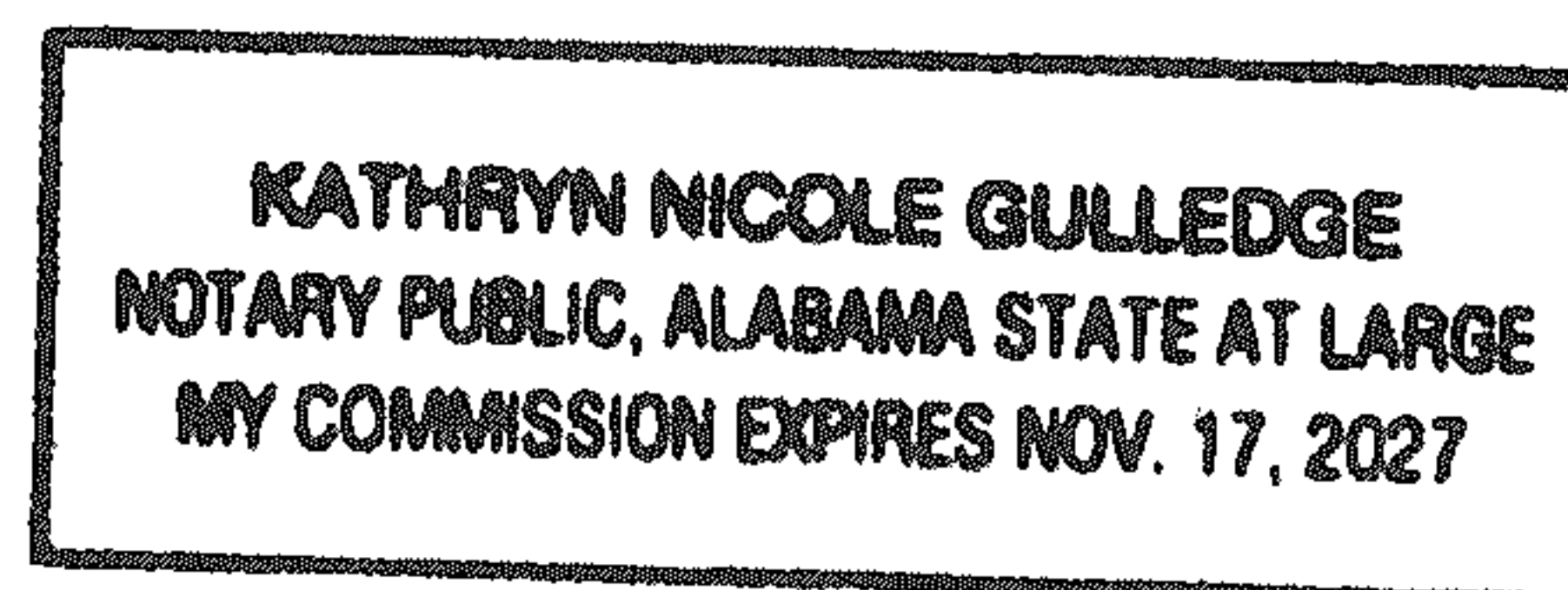
COUNTY OF Shelby)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marbury McCullough whose name as President of TCC Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)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 27 day of May, 2025.

Kathryn Gullette
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]




JOSEPH SHELTON SMITH

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Joseph Shelton Smith, an individual whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26 day of May, 2025.


Notary Public

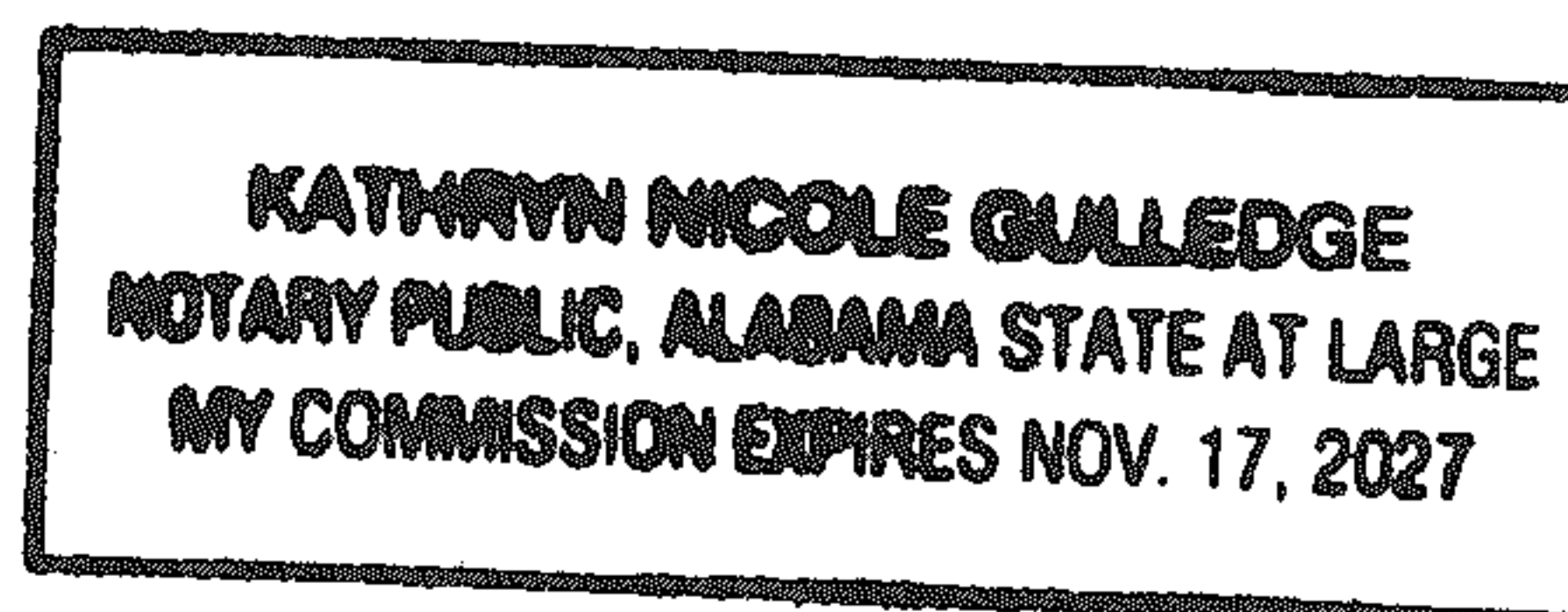


Exhibit "A"
Grantor Property Legal Description

From the NW corner of the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 1 East, run southwardly along the west line of said 1/4-1/4 a distance of 420.80 feet to the point of beginning; thence continue in a straight line along said 1/4-1/4 a distance of 562.00 feet,; thence left 100 degrees 08' a distance of 308.00 feet; thence right 101 degrees 12' a distance of 40.00 feet; thence left 119 degrees 44' a distance of 4.0 feet; thence left 10 degrees 00' a distance of 146.0 feet; thence left 50 degrees 27' a distance of 441.66 feet; thence left 89 degrees 06' left 420.47 feet to the point of beginning herein described.

Exhibit "B"
Grantee Property Legal Description

Section 21, Township 19, Range 1 East, E 200 ft of SE 1/4 of NW 1/4

Exhibit "C"
Easement Area Description

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" OPEN TOP PIPE BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND RUNS 01°28'20"W FOR A DISTANCE OF 421.15' TO A FOUND CONCRETE POST; THENCE RUN S 01°18'14"W FOR A DISTANCE OF 73.83' TO THE POINT OF BEGINNING OF AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, BEING 30' IN WIDTH, LYING 15' TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE RUN S 53°56'09"E FOR A DISTANCE OF 127.57' TO A POINT; THENCE RUNS 86°34'00"E FOR A DISTANCE OF 97.57' TO RICH ROAD AND THE POINT OF TERMINATION.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/04/2025 12:55:04 PM
 \$44.00 JOANN
 20250604000170830

Allen S. Bayl

Exhibit "D" Easement Area Depiction

- AT EASEMENT
- V HEADWALL
- 4 OVERHANG
- R PORCH
- IV COVERED
- W RIGHT OF WAY
- C AIR CONDITIONER
- L CENTERLINE
- IRON PIN SET (IPS)
- IRON PIN FOUND (IPF)
- 1/4 SECTION CORNER
- CM EXIST. CONC. MON.
- 3 CALCULATED POINT
- C ACRES
- F SQUARE FEET
- ± PLUS OR MINUS
- D DECK
- CONCRETE
- RETAINING WALL
- GUY ANCHOR
- FENCE
- OVERHEAD POWER
- POWER POLE
- MANHOLE
- WATER METER
- UTILITY PEDESTAL
- GAS VALVE
- WATER VALVE
- FIRE HYDRANT
- LIGHT POLE

SMITH JOSEPH SHELTON
 8939 HWY 51 STERRETT, AL 35147
 PARCEL NUMBER: 08 5 21 0 001 024.000

MITCHEM MARK ANTHONY
 9245 HWY 51
 WESTOVER, AL 35185
 Parcel Number: 08 5 21 0 001 008.000

FOUND
 CONCRETE POST

EASEMENT
 S 01° 18' 14" W 73.83'

P.O.B. EASEMENT

ZONE "X"

479.6 B.F.E. ♦

30' EASEMENT
 S 53° 56' 09" E 127.57'

P.O.T. EASEMENT

30' EASEMENT
 S 86° 34' 00" E 97.57'

ZONE "Y"

WALKER KEN C/O TCC INC
 6378 HWY 63 S ALEXANDER CITY, AL 35010
 PARCEL NUMBER: 08 5 21 0 001 009.000

(PRESCRIPTIVE R.O.W.)
 RICH ROAD

PARCEL A
 170 Sq. Ft. ±
 0.00 Ac. ±

P.O.B. PARCEL A

479.6 B.F.E. ♦

PARCEL B
 170 Sq. Ft. ±
 0.00 Ac. ±

P.O.B. PARCEL B

479.6 B.F.E. ♦

BUILDING
 IN 10.0'

BUILDING
 IN 22.2'

WALL
 IN 21.0'

BUILDING
 FOUNDATION

ZONE "X"

FOUND 1/2
 CAPPED RE

479.5 B.F.E. ♦

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01° 18' 14" W	30.29'
L2	N 25° 09' 08" E	27.69'
L3	N 64° 46' 12" W	12.25'
L4	S 01° 18' 14" W	30.29'
L5	N 22° 32' 40" W	27.69'
L6	N 67° 22' 40" E	12.25'

20.3'

SIDENCE

RESIDENCE
 #53

COV.