

STATE OF ALABAMA

EASEMENT AND WELL USE AGREEMENT

COUNTY OF HALE

THIS AGREEMENT is made this the ____ day of _____, 2020, between T & H Properties, LLC, (hereinafter referred to as "Party of the First Part"), and Jason Tucker (hereinafter referred to as "Party of the Second Part");

WITNESSETH

WHEREAS, the parties set out hereinabove own parcels of property that adjoin each other, both being located in Hale County, Alabama, and the same being more particularly described as follows:

Parcel Owned By T & H Properties, LLC (Party of the First Part):

A parcel of land containing Eleven Forty-Seven Hundredth acres more or less (11.47 +/-) lying in the North Half of the Southeast Quarter of Section 12, Township 23 North, Range 4 East, Hale County, Alabama, being more particularly described as follows:

To reach the Point of Beginning commence at a found 1 inch square head bolt in the pavement marking the Southeast corner of Section 12, Township 23 North, Range 4 East; thence run North 0 degrees 30 minutes West along the East boundary of Section 12 for 1,334.44 feet to a point; thence run South 89 degrees 30 minutes West for 70.58 feet to a 5/8 inch iron pin capped C.T. Smith P.L.S. #20895; thence run North 0 degrees 39 minutes 12 seconds West along the West right-of-way margin of Alabama State Highway No. 69 for 40.00 feet to a 5/8 inch iron pin capped marking the POINT OF BEGINNING of the herein described parcel; thence run North 87 degrees 27 minutes 31 seconds West for 1,009.14 feet to a 5/8 inch iron pipe capped; thence run North 11 degrees 32 minutes 47 seconds West for 313.70 feet to a found 1/2 inch iron pipe capped H2E; thence run North 8 degrees 30 minutes 40 seconds East for 134.77 feet to a found 1/2 inch iron pipe capped H2E; thence run North 88 degrees 08 minutes 53 seconds East for 1,016.32 feet to a found 1/2 inch iron pipe capped H2E; thence run South 68 degrees 46 minutes 54 seconds East for 31.56 feet to a found 1/2 inch iron pipe capped H2E on the West right-of-way margin of Alabama State Highway No. 69, said pipe being 40 feet West of centerline; thence run South 0 degrees 39 minutes 13 seconds East along the West right-of-way margin of said State Road for 506.84 feet to the POINT OF BEGINNING.

Parcel Owned By Jason Tucker (Party of the Second Part):

A parcel of land containing 59.07 acres, being a part of the North Half of the Southeast Quarter and part of the South Half of the Northeast Quarter of Section 12, Township 23 North, Range 4 East, Hale County, Alabama, being more particularly described as follows:

To reach the point of beginning, commence at a found 1 inch square head bolt in the pavement marking the Southeast corner of Section 12, Township 23 North, Range 4 East; thence run North 0 degrees 30 minutes West along the East boundary of Section 12 a distance of 1,334.44 feet; thence run South 89 degrees 30 minutes West a distance of 70.58 feet to a 5/8 inch iron pin capped C.T. Smith P.L.S. #20895 for the point of beginning of the herein described parcel; thence run North 87 degrees 27 minutes 31 seconds West along a fence line a distance of 1,001.34 feet to a 5/8 inch iron pin capped; thence run North 86 degrees 56 minutes 06 seconds West a distance of 1,594.44 feet to a found 1/2 inch iron pin capped Gurney L.S. #13897; thence run North 0 degrees 46 minutes 18 seconds West a distance of 2,138.25 feet to a found 1/2 inch iron pin capped Gurney L.S. #13897 on the South right of way margin of Lister Lane; thence run South 72 degrees 11 minutes 02 seconds East along the South right of way margin of Lister Lane a distance of 412.79 feet to a found concrete monument marking the point of curvature of a curve being concave to the Northeast defined by a centerline radius of 2,993.74 feet and a delta angle for said part of curve of 9 degrees 17 minutes

08 seconds; thence continue along said curve curving left on a chord bearing of South 76 degrees 33 minutes 58 seconds East a chord distance of 491.27 feet to a ½ inch iron pipe found at the Northeast corner of Lot 18 of Lister Lane Subdivision, a map or plat of which appears of record in the Office of the Judge of Probate of Hale County, Alabama, in Map Book 1, Section B, Page 53; thence run South 3 degrees 14 minutes 46 seconds West along the East boundary of Lot 18 of Lister Lane Subdivision a distance of 200.00 feet to a 5/8 inch iron pin capped; thence run South 84 degrees 23 minutes 58 seconds East a distance of 300.00 feet to a found ½ inch iron pin capped CA 00065 L.S.; thence run South 86 degrees 45 minutes 32 seconds East a distance of 162.75 feet to a 5/8 inch iron pin capped C.T. Smith P.L.S. #20895; thence run South 0 degrees 47 minutes 18 seconds East a distance of 943.28 feet to a found ½ inch pipe capped H2E; thence run South 2 degrees 22 minutes 08 seconds East a distance of 209.04 feet to a found ½ inch pipe capped H2E; thence run North 81 degrees 54 minutes 53 seconds West a distance of 236.88 feet to a found ½ inch iron pipe capped H2E; thence run South 28 degrees 29 minutes 34 seconds West a distance of 229.82 feet to a found ½ inch pipe found capped H2E; thence run South 21 degrees 39 minutes 34 seconds East a distance of 105.69 feet to a found ½ inch pipe capped H2E; thence run North 87 degrees 33 minutes 09 seconds East a distance of 513.37 feet to a found ½ inch iron pipe capped H2E; thence run South 11 degrees 32 minutes 47 seconds East a distance of 313.70 feet to a 5/8 inch iron pin capped; thence run South 87 degrees 27 minutes 31 seconds East a distance of 1,009.14 feet to a 5/8 inch iron pin capped on the West right of way margin of Alabama Highway No. 69, said pin being 40 feet West of centerline; and thence run South 0 degrees 39 minutes 12 seconds East a distance of 40.00 feet to the point of beginning.

Subject to pipeline rights of way and road and public utility rights of way of record in the Office of the Judge of Probate of Hale County, Alabama, and as to Lots 18 and 19 of Lister Lane Subdivision included in said property, subject to restrictions and covenants dated May 18, 1961, and appearing of record in the Office of the Judge of Probate of Hale County, Alabama, in Miscellaneous Record 1, at Page 106.

Being a part of the property conveyed by deed of George S. Tucker and Louise S. Tucker to Walter S. Allen and Mollie L. Allen as joint tenants with right of survivorship, dated April 11, 1977, and appearing of record in the Office of the Judge of Probate of Hale County, Alabama, in Deed Book A-79 at Page 766, and the property conveyed by deed of Burchie Lister Crosby, as Executrix of the Last Will and Testament of Ruth Griffin Lister, to Walter S. Allen and Mollie L. Allen as joint tenants with right of survivorship, dated November 21, 1984, and appearing of record in the Office of the Judge of Probate of Hale County, Alabama, in Deed Book A-96 at Page 482. The said Mollie L. Allen died on November 7, 1993, vesting title in fee simple in Grantor, Walter S. Allen.

AND, WHEREAS, there is a current existing gravel drive that is forty (40') feet in width that is located on property owned by Party of the Second Part and is situated to the south of the property owned by Party of the First Part, and said easement is more particularly described as follows:

A Parcel of land being 40 feet in width for the right of Ingress and Egress, said Easement lying in the North Half of the Southeast Quarter of Section 12, Township 23 North, Range 4 East, Hale County, Alabama, being more particularly described as follows:

To reach the point of beginning, COMMENCE at a found 1 inch square head bolt in pavement marking the Southeast corner of Section 12, Township 23 North, Range 4 East; thence run North 0 degrees 30 minutes West along the East boundary of Section 12 for 1334.44 feet to a point; thence run South 89 degrees 30 minutes West for 70.58 feet to a 5/8 inch iron pin capped C. T. Smith P.L.S. # 20895, said pin being on the West right of way margin of Alabama State Highway No. 69 marking the POINT OF BEGINNING of the herein described Easement;

thence run North 87 degrees 27 minutes 31 seconds West along a fence boundary line for 1001.34 feet to a 5/8 inch iron pin capped; thence run North 11 degrees 33 minutes 19 seconds West for 41.18 feet to a 5/8 inch iron pin capped; thence run South 87 degrees 27 minutes 31 seconds East for 1009.14 feet to a 5/8 inch iron pin capped on the West margin of Alabama State Highway No. 69; thence run South 0 degrees 39 minutes 12 seconds East for 40.00 feet to the POINT OF BEGINNING.

AND, WHEREAS, there is also a well located on said easement that is used by both parties in common, and both parties desire to continue to jointly use said well; and

WHEREAS, the parties desire to enter into this Easement and Well Use Agreement to establish the rights of Party of the First Part to use said easement for ingress and egress, and to further establish the parties' rights and obligations regarding the maintenance of the gravel drive on said easement as well as the use and maintenance of the well.


NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES and the mutual promises and covenants hereinafter recited, the parties hereby agree as follows:

1. Party of the Second Part hereby conveys to Party of the First Part an Easement for Ingress and Egress along the easement that is described hereinabove to provide access to property owned by Party of the First Part and to also provide access to the well located on said easement.
2. Party of the Second Part also hereby conveys to Party of the First Part the right to use said well located along said easement.
3. Both parties agree to equally share in the expenses incurred for the use, upkeep and maintenance of the gravel drive located along said easement, and both parties further agree to equally share in the expenses incurred for the use, upkeep and maintenance of the well including, but not limited to, the pump for said well and the power supply to run said pump.
4. The terms of this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of all parties in like manner as upon the original parties, and obligations hereto shall run with the land.
5. This Agreement represents the entire understanding and agreement of the parties hereto, and shall not be modified in any manner except by writing attested by all parties.


IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

T & H Properties, LLC, Party of the First Part

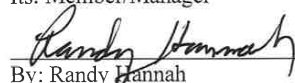

Witness


By: Newell Nevin Tidmore, Jr.
Its: Member/Manager



Witness


By: Cindy D. Tidmore
Its: Member/Manager


Witness


By: Randy Hannah
Its: Member/Manager


Witness


By: Vikki Hannah
Its: Member/Manager


Witness


Jason Tucker/Party of the Second Part

STATE OF ALABAMA

COUNTY OF HALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Newell Nevin Tidmore, Jr.**, whose name is signed as Member/Manager of T & H Properties, LLC, to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 2020


NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF HALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Cindy D. Tidmore**, whose name as Member/Manager of T & H Properties, LLC, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 2020.


NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF HALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Randy Hannah**, whose name is signed as Member/Manager of T & H Properties, LLC, to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of August, 2020


NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF HALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Vikki Hannah**, whose name as Member/Manager of T & H Properties, LLC, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of August, 2020.


NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF HALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Jason Tucker**, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 2020.


NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY
JOHN W. RYAN, JR.
SEALE, HOLMES & RYAN, LLC
ATTORNEYS AT LAW
1004 MAIN STREET
GREENSBORO, ALABAMA 36744