

STATE OF ALABAMA)
)
SHELBY COUNTY)

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Shelby Cnty Judge of Probate, AL
07/29/1976 12:00:00 AM FILED/CERT

This agreement, made and entered into by and between Luther P. Armstrong and wife Lillian W. Armstrong, hereinafter called First Party, and Bobby L. Milner and wife Dianne A. Milner, hereinafter called Second Party, Witnesseth:

(1) Whereas First Party did heretofore sell and convey unto Second Party a certain lot or parcel of land situated in Shelby County, Alabama, being more particularly described as Lot #11 in Block 1 of Armstrong Estates, First Sector, as per map or plat of record in the Probate Office of Shelby County, Alabama, in Map Book 5 at page 19; and

(2) Whereas said Lot #11 was so sold and purchased subject to certain restrictions and/or limitations appearing of record in said Probate Office in Deed Book 244, at pages 215-17, including that appearing in paragraph or section numbered 2 thereof which prohibits the use of said Lot #11 for the purpose of extending or opening any public or private road or street there over without the written consent of First Party; and

(3) Whereas Second Party is also the owner of certain lands situated in St. Clair County, Alabama, which other lands adjoin said Lot #11 on the north side of the same; and

(4) Whereas Second Party now maintain their home upon said lands situated in St. Clair County, Alabama; and

(5) Whereas Second Party would otherwise be now required to use a certain secondary public road situated in said St. Clair County to reach the boundary line of their own lands situated therein, and then construct a new drive or way across their said lands to their new home constructed thereon; and

(6) Whereas it would be much more convenient and less expensive upon Second Party if they were permitted to construct and maintain a private drive or road upon, over and across said Lot #11 for use as a way for ingress and egress to their said new home; but

(7) Whereas First Party are not willing on their own part, or for the protection of others who have bought lots in said Armstrong Estates, to permit the extending or opening up of any road or street upon, over and across said Lot #11 which would, or might, become a public way for use as a means of ingress and egress through said Armstrong Estates to lands situated in St. Clair County;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter appearing, the parties hereto do hereby covenant and agree as follows, namely:

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(a) First Party does hereby consent that Second Party may erect, construct and maintain a 20-foot private way or drive along the southeast side of said Lot #11 for use as a means of ingress and egress to and from Lisa Ann Drive along the south and southerly side of said Lot #11, and along the entire length of said southeast boundary line of said Lot #11, to the lands now owned by Second Party in St. Clair County, Alabama, upon which Second Party now maintain their home.

(b) Second Party does hereby covenant and agree that they will close, or cause to be closed, the private drive presently maintained upon, over and across their lands in St. Clair County, Alabama, as a way for ingress and egress to and from their home to and from the above described secondary and primary roads in said St. Clair County, by enclosing their said lands upon which their new home is built with a fence, which fence is to be built between their said new home and a trailer in which they formerly lived.

(c) Second Party does further covenant and agree that they will forever hereafter cause said fence around their lands in St. Clair County to be maintained, and said private road or drive to be forever hereafter barricaded, so that forever hereafter the above described private drive or way upon, over and across said Lot #11 will be the only drive or way permitted into their lands situated in St. Clair County upon which their new home is situated and, further, that their said lands in St. Clair County will forever hereafter remain as a single homestead or residence.

(d) The parties hereto do hereby covenant and agree that the above described grant or consent by First Party as concerning a private road or way upon, over and across said Lot #11, and the acceptance thereof by Second Party under the terms and conditions herein set out, are covenants which run with all of said lands, and should Second Party, or their successors in title, hereafter cause, or attempt to cause, the lands now owned by Second Party in St. Clair County to be subdivided or sold off in smaller tracts or parcels to be used for the construction and maintenance of more than one home or residence upon said lands where only one now exists, so that the effect thereof would be to enlarge, or attempt to enlarge, the use of the private road or way herein granted to Second Party upon, over and across said Lot #11; then, in such event such grant or consent by First Party herein is to become null and void and of no effect the same as if this agreement had never been entered into, and Second Party and/or any and all owners of such lands in St. Clair County as are now owned by Second Party shall be required to acquire and maintain another way for ingress and egress thereto, or to any part of the same.



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Witness our hands and seals, in duplicate, this the 15th day of July, 1976.

Luther P. Armstrong (L.S.)

Lillian W. Armstrong (L.S.)
First Party

Bobby L. Milner (L.S.)

Dianne Milner (L.S.)
Second Party

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Charles L. Kerr, a Notary Public in and for said County, in said State, hereby certify that Luther P. Armstrong and wife Lillian W. Armstrong, and Bobby L. Milner and wife Dianne A. Milner, whose names are signed to the foregoing agreement, and who are known to me on this day, that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of July, 1976.

Charles L. Kerr
Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUL 29 AM 8:24
Camey H. Brubaker
JUDGE OF PROBATE