

## RIGHT OF WAY AGREEMENT

We, the undersigned property owners of the stipulated property, enter into a mutual Right-of-Way Agreement with the following stipulations and provisions:

- A. Parties 1, 2, 3 and 4 (Erin and Ellis Davis and Calvin and Betty B. White) grant Parties 5 and 6 (Johnny and Johnnie Mae Jones) permission to construct a road not to exceed 20 feet in width through their respective property and to install applicable water and power lines inclusive of this width on property.
- B. Parties 5 and 6 (Johnny and Johnnie Mae Jones) grant to Parties 1, 2, 3 and 4 (Erin and Ellis Davis and Calvin and Betty B. White) the right of way and use of the road on the property of Parties 5 and 6 and/or any person(s) this said property might be sold and/or leased to now or in the future. Such use to be without reservation to the length and depth, but not exceeding established 20 foot in width of the respective road on property of Parties 5 and 6.
- C. It is agreed by all parties 1, 2, 3, 4, 5 and 6 that in the event we desire to sell any or all of our land/lots that the purchasers will have the same access and privileges of right-of-way as the original owners.
- D. Parties 5 and 6 (Johnny and Johnnie Mae Jones) will be liable and responsible for all expenses and/or costs incurred in the building of this road and affixing of utilities/improvements across the property of Parties 1, 2, 3 and 4, and further under no circumstances can Parties 1, 2, 3, and 4 (Erin and Ellis Davis and Calvin and Betty B. White) be held responsible, charged, or liable for any of the expenses involved in the building or maintenance of this proposed road, and initial utilities.
- E. Parties 5 and 6 (Johnny and Johnnie Mae Jones) agree to take reasonable measures to keep trespassers out and off of the entire property.
- F. There will be no defacement of any of the property of any holder nor will there be any unauthorized cutting of timber on any of the undersigned person property. Any person(s) guilty of such an act can and will be prosecuted if proven guilty.
- G. In the event any of the undersigned desire to build a dwelling and/or set up any type of trailer, they will have the right to connect to the existing water, power, telephone, etc. lines originally put through the property without any cost except that imposed by the respective utility firm(s).
- H. Parties 1, 2, 3 and 4 agree to the right-of-way on the roadway of each other's respective lots of each agreement herein contained.
- I. Parties 1, 2, 3 and 4 shall not be responsible and/or held liable for any accident, injuries, or death(s) during ingress or egress of their respective property.
- J. In the event there is any violation(s) of this agreement, it is understood by all of the parties this agreement will be cancelled upon written notification to the violators with copy provided to each property owner.

PARTY 1: Erin Bristow Davis  
ERIN BRISTOW DAVIS (Lot 1)

PARTY 2: Ellis L. Davis  
ELLIS L. DAVIS (Lot 2)

PARTY 3: Calvin D. White  
CALVIN D. WHITE (Lot 3)

PARTY 4: Betty B. White  
BETTY B. WHITE (Lot 5)

PARTY 5: Johnny Jones  
JOHNNY JONES

PARTY 6: Johnnie Mae Jones  
JOHNNIE MAE JONES

LOT DESCRIPTIONS ATTACHED HERETO DATE: \_\_\_\_\_

STATE OF ALABAMA

SHELBY COUNTY

I, Cecil Davis, a Notary Public in and for said County, in said State, hereby certify that ERIN BRISTOW DAVIS, ELLIS L. DAVIS, CALVIN D. WHITE, BETTY B. WHITE, JOHNNY JONES and JOHNNIE MAE JONES, whose names are signed to the foregoing conveyance (Right of Way Agreement), and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance (Right of Way Agreement), they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of SEPT. 1983.

Cecil Davis  
Notary Public

# ADDENDUM TO RIGHT OF WAY AGREEMENT

We, the undersigned property owners of the stipulated property enter into the Right-Of-Way Agreement of PARTY 1: Erin Bristow Davis, PARTY 2: Ellis L. Davis, PARTY 3: Calvin D. White, Party 4: Betty B. White, PARTY 5: Johnny Jones and PARTY 6: JOHNNIE MAE JONES and become identified as follows with all the stipulations and provisions of the Right-Of-Way Agreement applying to each of us, the undersigned, as is applicable to each Person/Party above. All provisions and stipulations, identified A. through J. are hereby agreed to and applicable to each Party/Person undersigned. All ten Parties/Persons then share equal responsibility for this Right-Of-Way Agreement:

PARTY 7: \*Separate Sheet PARTY 8: GARE (NMI) CONNELL MARGARET CONNELL

PARTY 9: Erin Bristow Martin PARTY 10: James A. Martin  
ERIN BRISTOW MARTIN (LOT 4) JAMES A. MARTIN

DATE: September 20, 1983

LOT DESCRIPTIONS ATTACHED HERETO

STATE OF ALABAMA

SHREVE COUNTY

I, Erline B. Mayhew, a Notary Public in and for said County, in said State, hereby certify that GARE (NMI) CONNELL, MARGARET CONNELL, ERIN BRISTOW MARTIN and JAMES A. MARTIN, whose names are signed to the above conveyance (Addendum to Right-of-Way Agreement), and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance (Addendum to Right-of-Way Agreement), they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of September 1983.

Erline B. Mayhew  
 NOTARY PUBLIC

DESCRIPTION

South half of the Northwest quarter of Northwest quarter of Southeast quarter, located in Section 23, Township 24, Range 15 East, South half of Northeast quarter of the Northwest quarter of the Southeast quarter of the Southeast quarter, located in Section 23, Township 24, Range 15 East. All situated in Shelby County, Alabama.

15 Acres - Carl and Margaret Connell

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PARTY 7: Carl Connell PARTY 8: Margaret Connell  
CARL (NMI) CONNELL MARGARET CONNELL

PARTY 9: \* Separate Sheet PARTY 10: JAMES A. MARTIN  
ERIN BRISTOW MARTIN (Lot 4)

DATE: 9/22/83

LOT DESCRIPTIONS ATTACHED HERETO

STATE OF ALABAMA

SHELBY COUNTY

I, Cecil Davis a Notary Public in and for said County, in said State, hereby certify that CARL (NMI) CONNELL, MARGARET CONNELL, \* ~~ERIN BRISTOW MARTIN~~ and ~~JAMES A. MARTIN~~, whose names are signed to the above conveyance (Addendum to Right-of-Way Agreement), and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance (Addendum to Right-of-Way Agreement), they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of SEPT. 1983.

Cecil Davis  
NOTARY PUBLIC