

Cooperative Road Access and Maintenance Agreement

This agreement, made this May 1992, treats rights of use of a vehicular access drive passing through property owned by Terry Arnold, Herschel Hale, and Douglas E Morris. The rights apply not only to drives constructed as of the date above, but also connecting and adjoining drives as flagged on the ground as of the date above. The agreement is expressly limited to those portions of the drive serving the properties of Arnold, Hale, and Morris which are used in common for ingress and egress. Nothing in this agreement affects segments of drives on property of any party which serve only the individual property owner. It is understood that the drives that are the subject of this agreement are not part of any subdivision access roads under the applicable ordinances of the City of Montevallo and that therefore every property owner must meet applicable regulations concerning access to public roads without reference to the drives treated in this agreement.

Regulatory understanding

It is understood among the parties that the Planning Commission of the City of Montevallo has reviewed a sketch of the proposed drive and indicated that it would not trigger application of the Montevallo subdivision regulations or violate any other law, but it is further understood that the City of Montevallo may have its position altered by future events, and is not a party to this agreement. None of the parties to this agreement are relying in any way on anticipated governmental action or inaction.

Purpose of the Agreement

Property owners above agree that use of common drives as identified above is in the interest of all property owners since duplication of drive construction is minimized and the new entrance on Hwy 119 provides enhanced safety for entering the highway. Additionally, continuing maintenance of the common drives is made more economical by joint contribution to such required maintenance.

Transfer of Rights

It is expressly agreed that all rights contained herein are transferred undiminished to successor owners. These rights touch and concern the land, and run therewith. This agreement can be modified at any time by the unanimous agreement of the owners above or their successors.

New Construction and Upgrading of Existing Drive

Douglas E Morris agrees to upgrade a portion of the existing drive lying on lands of Arnold as follows: Turnouts of sufficient length and width to allow easy pull off of vehicles will be constructed at locations agreed to by both parties and staked or flagged on the ground. Additional road surfacing material will be placed as needed and the road surface re-graded with sufficient crown to shed surface water into adjacent drainage ditches.

At the Highway 119 end of the common drive, the new drive will leave Arnold's existing drive just north of the 24" culvert under the existing drive. From there, the drive will pass across property of Arnold,

3112 Hwy 119
Montevallo AP

passing to the south of the existing pear tree and from thence run on lands of Morris to the existing Highway 119 entrance located at the NW corner of the Morris property. Morris agrees to grade, drain and surface this new segment at least to the standard of the existing drive upgraded as provided herein.

At the SE end of the common drive, Arnold agrees to allow use of the dam forming the small pond as the basic road bed for a portion of a new residence drive leading to a building site on Morris's land located atop the main ridge. Morris agrees to add additional fill to widen the dam as necessary and to minimize grade changes. Additionally, a 12" minimum culvert is to be located so as to intercept all ditch drainage originating on lands of Morris before the drainage enters the small pond. The grade of this culvert will also be set so as to allow runoff from the pond to utilize it. The exact location of the culvert is as marked on the ground. The new access road will immediately turn so as to enter Morris property as flagged on the ground after crossing the dam.

Continuing Maintenance

It is agreed by all parties to participate jointly in the continuing maintenance of the common portion of the drive. To this end additional surfacing material and grading costs for the common portion of the drive are to be equally shared when the maintenance needs are agreed to beforehand.


Additional Houses


It is explicitly agreed that one additional house built on Morris's land and one additional house built on Arnold's land would be allowed access to the drives above.


Land Description

The land affected hereby lies in the SE¼ of §10, Twp 22S, R3W in the city limits of Montevallo, Shelby County, Alabama.

Executed at Montevallo on the date listed above.


Terry Arnold


Douglas E Morris


Herschel Hale

I, a notary public in and for the state of Alabama at Large, hereby certify that Terry Arnold, whose name is signed to the above agreement and who is (made) known to me, verified before me this day, that, being acquainted with the contents of the agreement and with full capacity ot do so, he signed the same willingly on the day and at the place indicated thereon.

Done this day of May 1992.



I, a notary public in and for the state of Alabama at Large, hereby certify that Douglas E Morris, whose name is signed to the above agreement and who is (made) known to me, verified before me this day, that, being acquainted with the contents of the agreement and with full capacity ot do so, he signed the same willingly on the day and at the place indicated thereon.

Done this ^{12th} day of May 1992.

Nancy Hale
Notary public

I, a notary public in and for the state of Alabama at Large, hereby certify that Herschel Hale, whose name is signed to the above agreement and who is (made) known to me, verified before me this day, that, being acquainted with the contents of the agreement and with full capacity ot do so, he signed the same willingly on the day and at the place indicated thereon.

Done this ^{12th} day of May 1992.

Barbara Lynn Woods
Notary public

Inst # 1992-15159

07/27/1992-15159
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SHELBY COUNTY JUDGE OF PROBATE
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