

AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

THIS AGREEMENT, made and entered into this 7th day of February, 1994, by and between Ester V. Etress, with residence address of 2570 Highway 71, Shelby, Alabama 35143, and Joe Lloyd and Chris Lloyd, with residence address of 2574 Hwy 71 Shelby:

WHEREAS, Ester V. Etress is the owner of the East 1/3 of the S 1/2 of the SW 1/4 of the NE 1/4, and all that part of the W 1/3 of the S 1/2 of the SW 1/4 of the NE 1/4, which lies South of paved Shelby County Highway No. 71, except those portions thereof heretofore deeded to Josephine Etress, Billy and Delois Gardner, Fred and Polly Wood, Frankie and Vergie Washington, and Douglas and Ollie E. Bulger, all in Section 13, Township 24, Range 15 East, and

WHEREAS, Joe and Chris Lloyd are entering into a contract for the purchase of property currently owned by Douglas Kern Bulger and wife, Ollie E. Bulger, which is adjacent to the above described property, and

WHEREAS, a dirt drive connects Shelby County Highway 71 with the property of Douglas Kern Bulger and wife, Ollie E. Bulger, as well as the property of Ester V. Etress, which said dirt drive is used as a means of ingress and egress for said properties, and

WHEREAS, the property of Ester V. Etress is adjacent to Lay Lake, and could possibly be used some day as a marina, convenience store, restaurant, or as some other commercial establishment, and

WHEREAS, the flow of substantial commercial, non-residential or non-permissive use traffic along the dirt drive would be disruptive to Joe and Chris Lloyd in the event they purchase the said property from Douglas Kern Bulger and wife, Ollie E. Bulger, and the property of Ester V. Etress should later be made commercial, and

WHEREAS, the parties wish to prevent the flow of commercial traffic along the dirt drive.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. That the said dirt drive connecting the properties of the parties with Shelby County Highway 71 shall only be used for non-commercial purposes, or by persons living on the property or otherwise having permission or right of use of said dirt drive.

Mrs C. Bray
Witness

Witness

Witness

Ester V. Etress
Ester V. Etress

Joe Lloyd
Joe Lloyd

Chris Lloyd
Chris Lloyd

In consideration of \$1.00 paid to Ester V. Etress from Joe and Chris Lloyd to bind this agreement on February 7th 1994. E.V.E.

Ester V Etress
2574 Highway 71
Shelby, AL 35143

02/08/1994-04210
10:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MJS 8.50

Inst # 1994-04210