

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Weatherly Investment Group, L.L.C. (hereinafter referred to as "Weatherly") and William Durall Dobbins, Jr., Durall Parker Dobbins, Carolyn Dobbins Harvill and Kirk Newell Dobbins (hereinafter referred to as "Dobbins") enter into this agreement on this the 17th day of January, 1994.

W I T N E S S E T H:

WHEREAS, the undersigned Weatherly has contracted individually to acquire title to Parcels No. 3, 4 and 5 as shown on the property sketch identified as the "Dobbins Property" and marked Exhibit "A" and specifically made a part of this Agreement; and

WHEREAS, after the acquisition and purchase of said Parcels No. 3, 4 and 5 the right of access to the remaining parcels shown on Exhibit "A" will necessarily be denied as a result of contemplated improvements, including the construction of a public road extending from Shelby County Highway 11 around, over and across said Parcels No. 3, 4 and 5; and

WHEREAS, the undersigned Dobbins are not willing to convey various property to Weatherly until the undersigned agreements and rights of ingress and egress have been agreed upon.

NOW THEREFORE, in consideration of the acquisition of Parcels No. 3, 4 and 5 and the acquisition of presently existing easements

1
04/13/1994-12178
02:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

Inst # 1994-12178

and rights-of-way to and from the respective tracts to Shelby County Highway 11, the undersigned Weatherly agrees as follows:

1. Weatherly covenants and agrees to grant Dobbins free and unlimited access to and from their respective properties along the presently existing roadway to Shelby County Highway 11 for and until such time as a new public roadway has been dedicated and developed leading from Shelby County Highway 11 down, over and across Parcels No. 3, 4 and 5 and leading south of the south line of said tract to the intersection of another public road lying south of the Dobbins Property as shown on Exhibit "A". In addition thereto, Weatherly covenants and agrees that there shall be no interruption of utility services present available to any of the properties owned by Dobbins.

2. Weatherly further agrees to dedicate and develop a sixty (60) foot public roadway running through Tract No. 5 extending from the new road as above described to the intersection thereof with the west line of Tract No. 7. Said sixty (60) foot public roadway is to contain public utilities and shall be asphalt paved in accordance with the subdivision regulations of the City of Pelham, Alabama.

3. Weatherly also covenants and agrees to dedicate a sixty (60) foot roadway from the intersection of the new road running through Tract No. 4 from the easterly line of the new proposed road to the westerly line of Tract No. 7. Said sixty (60) foot dedicated public roadway shall contain all public utilities and shall be asphalt paved in accordance with the subdivision

regulations of the City of Pelham, Alabama. At the present time there exists a private gate across the presently existing chert road. Weatherly covenants and agrees to relocate said gate from its present location to a point on the west line of Tract No. 7 at the end of the new dedicated sixty (60) foot roadway.

4. Weatherly further covenants and agrees to grant a thirty (30) foot wide easement for a roadway for ingress and egress extending from the southerly line of Tract No. 7 in a southerly direction to the intersection of a future proposed new public roadway lying south of the said Tract No. 7. Said thirty (30) foot easement shall be improved with a fifteen (15) foot asphalt paved roadway and included within said easement shall be all public utilities.

5. Weatherly further covenants and agrees to provide Durall Parker Dobbins with a thirty (30) foot easement in width, said easement to be located fifteen (15) feet on each side of proposed Lots No. 28 and 29 of the Preliminary Map of Weatherly Windsor Sector 11, a copy of which map is attached hereto and marked Exhibit "B". Said thirty (30) foot easement shall contain a fifteen (15) foot asphalt paved roadway and included within said easement shall be all public utilities.

6. Weatherly further covenants and agrees to cause to be constructed a fifteen (15) foot chert road extending from the easement described in Paragraph No. 4 aforesaid in a northerly direction to intersect with the present driveway now servicing the home owned by William Durall Dobbins, Jr. Said roadway shall be a

fifteen (15) foot wide all weather chert based roadway. Weatherly further covenants to cause to be constructed a fifteen (15) foot wide all weather chert based roadway extending from the thirty (30) foot easement as set out in Paragraph No. 5 aforesaid in a westerly direction along a path to be agreed upon by the parties to intersect the present driveway servicing the home of Durall Parker Dobbins.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of January, 1994.

WEATHERLY INVESTMENT GROUP, L.L.C.

BY: Thomas J. Thornton
THOMAS J. THORNTON
ITS: MANAGING PARTNER

William Durall Dobbins, Jr.
WILLIAM DURALL DOBBINS, JR.

Durall Parker Dobbins
DURALL PARKER DOBBINS


Kirk Newell Dobbins
KIRK NEWELL DOBBINS

Carolyn Dobbins Harvill
CAROLYN DOBBINS HARVILL

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS J. THORNTON, whose name as MANAGING PARTNER of WEATHERLY INVESTMENT GROUP, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such partner with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 17th day of January, 1994.



NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
~~BONDED THRU~~ NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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

GIVEN under my hand and official seal this the 17th day of January, 1994.


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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

GIVEN under my hand and official seal this the 17th day of January, 1994

Marie E. Edison
NOTARY PUBLIC

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

GIVEN under my hand and official seal this the 17th day of January, 1994

Marie E. Edison
NOTARY PUBLIC

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CAROLYN DOBBINS HARVILL, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 17th day of January, 1994

Marie E. Edison
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1994-12178

6

04/13/1994-12178
02:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00