

STATE OF ALABAMA
COUNTY OF SHELBY

20200205000047500 1/10 \$49.00
Shelby Cnty Judge of Probate, AL
02/05/2020 09:02:36 AM FILED/CERT

OKIN ROAD MAINTENANCE AND REPAIR AGREEMENT

The undersigned, are owners of four adjoining tracts of real property located in Shelby County, Alabama, which are accessed by a private roadway easement herein referred to as "Okin Road." The private roadway was created by that certain easement recorded as Instrument No. 20160726000259760 in the Office of the Judge of Probate of Shelby County, Alabama, a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set out herein. Further, a true and correct photographic representation of Okin Road is attached hereto as Exhibit B and incorporated by reference as if fully set out herein.

Pursuant to and subject to the terms and conditions contained in Exhibit A, including but not limited to, Paragraph 11, and in consideration of the desire of the parties hereto to share in the costs of maintaining and repairing the private roadway, and in further consideration of the benefits to the parties and their respective properties arising from such maintenance and repair, the parties agree to keep the private roadway in good repair and to maintain the private roadway from time to time, the owners of each tract contributing a proportionate share of the total cost of such repair, excepting any damage subject to the repair stipulations in Exhibit A, and maintenance in order to maintain accessibility to all tracts of land serviced by the private roadway. This agreement shall be perpetual and shall encumber and run with the land and shall continue until such time as, it, and when the maintenance of the private roadway is taken over by appropriate authorities as a public road.

Robert E. Okin, Jr.
Robert E. Okin, Jr. (printed)

Robert E. Okin, Jr. 01/22/2020
Signature/Date

Janet Okin Collar
Janet Okin Collar (printed)

Janet Okin Collar 01/22/2020
Signature/Date

Jacob B. Ganus
Jacob B. Ganus (printed)

[Signature] 1/24/20
Signature/Date

Peyton T. Ganus
Peyton T. Ganus (printed)

Peyton T. Ganus 1-24-20
Signature/Date

Nicholas Seth Walden
Nicholas Seth Walden (printed)

Nicholas Seth Walden 1-22-20
Signature/Date

Summer Scott Walden
Summer Scott Walden (printed)

1-22-2020 / Summer Scott Walden
Signature/Date


EXHIBIT A

to Okin Road Maintenance and Repair Agreement




20200205000047500 2/10 \$49.00
Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY
ELLIS, HEAD, OWENS & JUSTICE
P. O. BOX 587
COLUMBIANA, ALABAMA 35051


20200205000047500 3/10 \$49.00
Shelby Cnty Judge of Probate, AL
02/05/2020 09:02:36 AM FILED/CERT

**CONVEYANCE OF NON-EXCLUSIVE
EASEMENT AND RIGHT-OF-WAY**

**STATE OF ALABAMA
SHELBY COUNTY**


20160726000259760 1/6 \$30.50
Shelby Cnty Judge of Probate, AL
07/26/2016 09:31:22 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **One Dollar (\$1.00)** and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements contained herein concerning the construction of a road over and across the hereinafter described property, we,

Robert Earl Okin, Jr., an unmarried man
whose mailing address is 7757 Chelsea Road, Columbiana, Alabama 35051
and

Janet Okin Collar, a married woman
whose mailing address is 109 Highway 109, Wilsonville, Alabama 35186

(herein referred to as GRANTORS) do hereby grant, bargain, sell, and convey unto

R.E.D., Inc., an Alabama corporation
whose mailing address is P. O. Box 471, Chelsea, Alabama 35043

(herein referred to as GRANTEE) a permanent, non-exclusive sixty-foot (60') Access Easement and Right-of-way (the "Easement") hereinafter described, which said real estate and said easement are situated in Shelby County, Alabama, the address of which is (vacant land, no address assigned, but is contiguous to 7757 Chelsea Road, Columbiana, Alabama 35051), more particularly described as follows, to-wit:

A non-exclusive sixty-foot (60') right-of-way for ingress and egress and for the installation of water, sewer, electricity, and other utilities, situated in the NE 1/4 of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the SW corner of the NE 1/4 of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama; thence east along the south line of said 1/4 section to the northwestern right-of-way of Shelby County Highway 333; thence northeasterly along said right-of-way to a point that is 60.00 feet north of and parallel to the south line of said 1/4 section; thence west leaving said right-of-way along a line 60.00 feet north of and parallel to said 1/4 section to a point on the west line of said 1/4 section; thence south along the west line of said 1/4 section to the POINT OF BEGINNING.

Shelby County, AL 07/26/2016
State of Alabama
Deed Tax: \$.50

The above described property constitutes no part of the homestead of Grantor Janet Okin Collar or her spouse.

The conveyance of this easement is subject to the following additional terms and agreements:

1. Grantors, their heirs, successors, and assigns, shall have the right to the use of the herein described road and the above described Easement area in common with Grantee and Grantee's successors and assigns, forever.

2. Grantee will be responsible for the construction of a two-lane road (the "Road") with a width, grade, slopes, and drainage which are typical of an upscale private subdivision road in Shelby County, Alabama. The road will be compacted with a tar and gravel surface and the shoulders and disturbed areas will be stabilized and seeded. Grantee agrees to cut and maintain the shoulder areas at least twice a year for a period of three (3) years, following completion of the Road.

3. Grantors and Grantee shall have the right at any time after the construction of said road to dedicate the same to Shelby County, Alabama, to be converted to a public road right-of-way, all with the mutual written consent of Grantors and Grantee.

4. The entrance of the Road at County Road 333 will be built to Shelby County Highway Department specifications as a private road entry onto a public road. This Agreement and all obligations of the Grantee to construct the above said Road are expressly conditioned upon Grantee being able to obtain a permit from the Shelby County Highway Department for the entry onto County Road 333 and the flaring out of the entrance to allow convenient access by large trucks and trailers. In the event Grantee shall not be able to obtain a permit from the Shelby County Highway Department to construct a private road entry onto County Road 333 as aforesaid, then and in that event, Grantee shall reconvey to Grantors all rights and easements described herein.

5. Grantors shall have the right to name the Road.

6. Grantee will have the Easement surveyed, marked, and provide a red-stamped copy of survey to Grantors. Markings will be at all four corners of the Easement, as well as both sides of the Easement where it crosses the quarter section line. Markings with rebar or T-posts identifying both sides of the Easement will be at the halfway point of the west quarter section and the halfway point between the east quarter section and County Road 333.

7. Grantee shall install and maintain in place a lockable gate and fencing acceptable to Grantors at both ends of the Easement to prevent unauthorized access and use of the Road. It is not, however, anticipated that this gate will be required to be locked at all times and the parties will allow free access to each other, their heirs, executors, successors, agents, and assigns, under normal circumstances and normal traffic flow generated by the parties, their heirs, executors, successors, agents, and assigns.

8. Trees of any value will be carefully removed and placed at an acceptable location on the adjoining property of Grantors designated by Grantors for Grantors' use; any unused rocks will be placed at an acceptable location on Grantors' adjoining property for Grantors' use.

9. Grantee will be solely responsible for the maintenance and repairs of the Road for a period of three (3) years from the completion of construction with the understanding that construction shall be completed within six (6) months following the execution of this Easement. All repairs during the initial three (3) years following completion of construction will be completed within ninety (90) days from the occurrence of the condition necessitating repairs.

10. Unless or until the Road is dedicated for public use, the Road use will be restricted to the current and future owners of any parts of Grantee's property, Rodney E. Davis' property, Grantors' property, and the Dale Spain property.


11. After the initial three (3) years of Grantee's maintenance responsibility expires, future maintenance, repairs, or improvements will be divided equally between/among all other property owners who actively use the Road. Any damage to the Road will be repaired by the responsible party at his/her expense. If Grantee, Grantors, or Dale Spain should sell its, his, her, or their property or any portion thereof in the future, any new owner who is given access and permission to use the Road will be required to enter into an enforceable Private Road Maintenance and Use Agreement for sharing of expenses of private roads.


12. In order to protect Grantors during the construction phase against any damages or loss due to personal injury, bodily injury, sickness, death, or damage to tangible personal property asserted by any person caused by the negligent acts of Grantee or its respective agents in the performance of their respective obligations related to the construction, installation, or maintenance of the Easement, Grantee agrees that Grantee will, at no cost to Grantors, have Grantors named as an additional named insured on Grantee's existing liability insurance policy for three years from the date hereof with minimum limits of at least one million dollars (\$1,000,000.00).

13. Grantee will pay all attorney's fees incurred by Grantee in the drafting of documents concerning the conveyance of said Easement, title work (if desired by Grantee), survey, and closing fees. Grantors shall be responsible for paying a broker's fee to McDonald Strong, Strong Realty, LLC, not to exceed Two Thousand Five Hundred and no/100 Dollars (\$2,500.00).

14. The easement and right-of-way created in favor of R.E.D., Inc., an Alabama corporation, will enure to the benefit of real estate owned by Rodney E. Davis, individually, his heirs and assigns, as well as any real estate owned by R.E.D., Inc., an Alabama corporation, its successors and assigns.

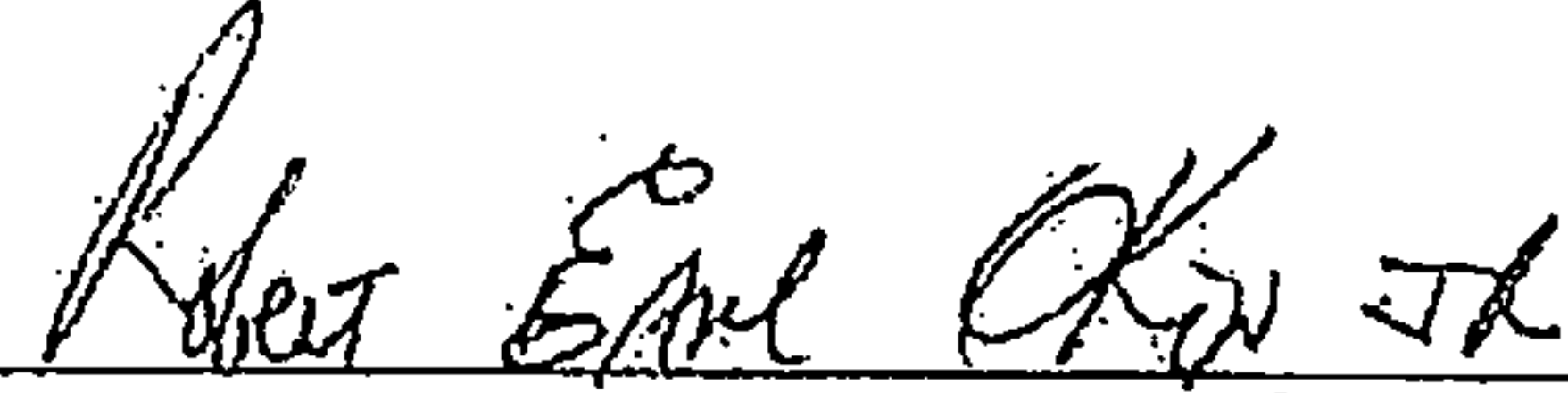
(Description supplied by parties. No verification of title or compliance with governmental requirements has been made by preparer of Easement.)


20200205000047500 5/10 \$49.00
Shelby Cnty Judge of Probate, AL
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Shelby Cnty Judge of Probate, AL
07/26/2016 09:31:22 AM FILED/CERT

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,
forever.

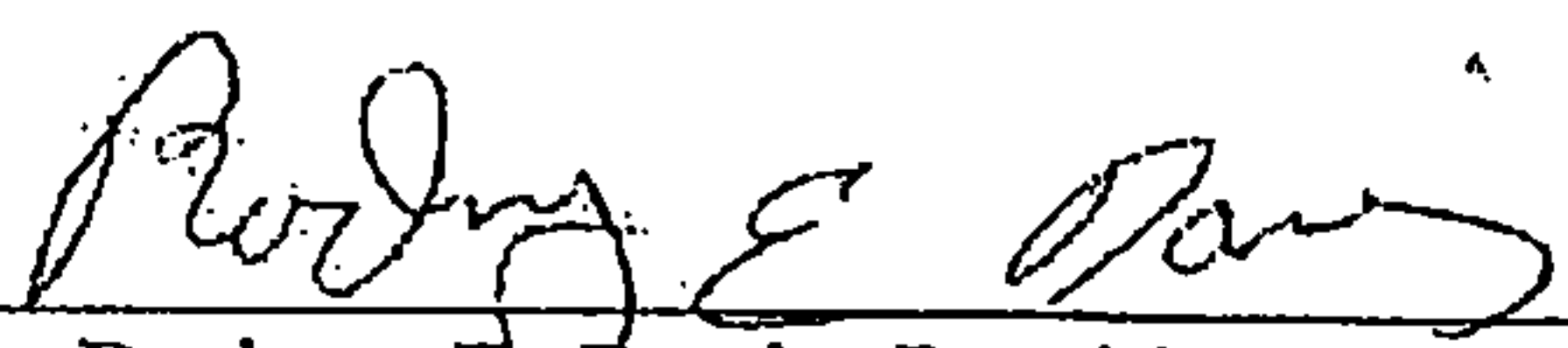
IN WITNESS WHEREOF, we have each hereunto set our hand and seal this
94th day of June, 2016.

 (SEAL)
Robert Earl Okin, Jr. - Grantor

 (SEAL)
Janet Okin Collar - Grantor

Grantee, R.E.D., Inc., an Alabama corporation, agrees to the terms and conditions set out
above.

R.E.D., Inc., an Alabama corporation - Grantee

 (SEAL)
By: Rodney E. Davis, President



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[INTENTIONAL END OF PAGE / ACKNOWLEDGMENTS ON FOLLOWING PAGE]



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02/05/2020 09:02:36 AM FILED/CERT

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Robert Earl Okin, Jr.**, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of June, 2016.

Cathy Sumner (SEAL)
Notary Public


STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Janet Okin Collar**, a married woman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of June, 2016.


Cathy Sumner (SEAL)
Notary Public


STATE OF ALABAMA
SHELBY COUNTY


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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rodney E. Davis, whose name as President of **R.E.D., Inc.**, an Alabama corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of June, 2016.


Marian S. Walton (SEAL)
Notary Public


20200205000047500 7/10 \$49.00
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02/05/2020 09:02:36 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1


Grantor's Name Robert OKW
 Mailing Address 7757 - Chelsea Rd.
Columbiana, AL
35051
205-531-8092

Grantee's Name RED - Rodney Davis
 Mailing Address Box 471
Chelsea, AL 35043

Property Address 7757 Chelsea Rd.
Columbiana, AL
35051
15-5-15-0-001-002-000
15515-0-000-002-000

Date of Sale _____
 Total Purchase Price \$ _____
 or
 Actual Value \$ _____
 or
 Assessor's Market Value \$ 16,550 / Easement 500.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale 
☐ Sales Contract 20160726000259760 6/6 \$30.50
☐ Closing Statement Shelby Cnty Judge of Probate, AL
07/26/2016 09:31:22 AM FILED/CERT

☐ Appraisal
☒ Other TAX Assessor / Easement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest in property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest in property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest in the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 7-26-16


Print Robert OKW

☒ Unattested Karen Melsen

Sign Robert OKW

Filed by)

(Grantor/Grantee/Owner/Agent) circle one


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 Shelby Cnty Judge of Probate, AL
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Form RT-1

EXHIBIT B

to Okin Road Maintenance and Repair Agreement



20200205000047500 9/10 \$49.00
Shelby Cnty Judge of Probate, AL
02/05/2020 09:02:36 AM FILED/CERT



0 200 400ft
2,238,435.214 1,199,898.182 Feet

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