

PRIVATE ROAD MAINTENANCE AND USE AGREEMENT

An agreement made this original date of August 3, 2022 applicable to the owners of the parcels listed below.

RECITALS

WHEREAS, a private road situated in the City of Alabaster, Shelby County, State of Alabama, hereinafter known as "Private Roadway"; and is described as follows:

A 30' Ingress/Egress Easement located at the Southwest corner of the Southwest quarter of the Northwest Quarter of Section 15, Township 21, Range 3 West, Shelby County, Alabama. (See attached Survey hereto as Exhibit "A")

WHEREAS, the undersigned owners and users of the Private Roadway wish to enter into an Agreement regarding their responsibilities and the costs of the Private Roadway;

WHEREAS, it is agreed that this Agreement will be applicable to the current owners as well as future owners of the parcels of land which are adjacent to any section of the Private Roadway that is not considered part the public road known as Norris Lane.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Private Roadway shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners listed herein below, and their respective occupants, agents, employees, guests, services and emergency vehicles, and other individuals entering the property to conduct city, county, state and other public entity business.

2. Private Road Responsibility. The owners of record of parcel identification number 23-5-15-0-001-030.011 more commonly known as 760 Norris Lane and their successors and/or assigns shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the miniumim road surface standards.

3. Road Maintenance. and/or Road Improvements Road maintenance and improvements will be undertaken and made whenever necessary to maintain the road and bridge in good operating condition at all times and to insure the provision of safe access by emergency vehicles. Road Improvements not allowed include the installation of a drainage ditch that may divert water on the the property known as Jay and Wendy McNish's property at 224 Jaybird Lane, or any improvement that would block the driveway to said property, or the relocating of any portion of the existing fence. An approval vote of a majority of the owners is required for any road improvements other than paving of the existing road. The costs of the road maintenance shall be paid for and taken care by the owner of record of parcel identification number 23-5-15-0-001-030.011 more commonly known as 760 Norris Lane. The legal description of the real property located at 760 Norris Lane is as follows:

Commence at the Southwest corner of the Southwest quarter of the Northwest quarter of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North 00 degrees 55 minutes 15 seconds West along the West line of said quarter-quarter a distance of 435.00 feet to a point; thence run South 89 degrees 23 minutes 27 seconds East a distance of 1,049.00 feet to a point; thence run North 02 degrees 09 minutes 21 seconds East a distance of 540.06 feet to a rebar corner and the point of beginning of the property being described; thence continue last described course a distance of 353.38 feet to a found property corner; thence run North 86 degrees 20 minutes 19 seconds West a distance of 307.18 feet to a found property corner; thence run South 02 degrees 07 minutes 35 seconds West a distance of 353.38 feet to a set rebar corner; thence run South 86 degrees 20 minutes 15 seconds East a distance of 307.00 feet to the point of beginning.

4. List of Parcels/Owners. The following is a list of owners, parcel identification numbers and addresses adjacent to the Private Roadway:

Owners:	PID:	Address:
Paul Byrom & Kathy Lecroix	23-5-15-0-001-030.011	760 Norris Lane
Donnie G. Norris	23-5-15-0-001-030.006	
Jay McNish and Wendy McNish	23-5-15-0-001-030.012	224 Jaybird Lane
Jay McNish and Wendy McNish	23-5-15-0-001-030.010	

5. **Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land of all adjacent properties to the Private Roadway as long as the road remains private.
6. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
7. **Amendment.** This Agreement may be amended by only a majority vote of the owners.
8. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

SIGNED BY THE FOLLOWING OWNERS:

IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this 3rd day of August, 2022.

Paul Brian Byrom and Kathy Byrom f/k/a Kathy Shelnett Lecroix

By: Paul Brian Byrom

By: Kathy Byrom f/k/a Kathy
Shelnett Lecroix

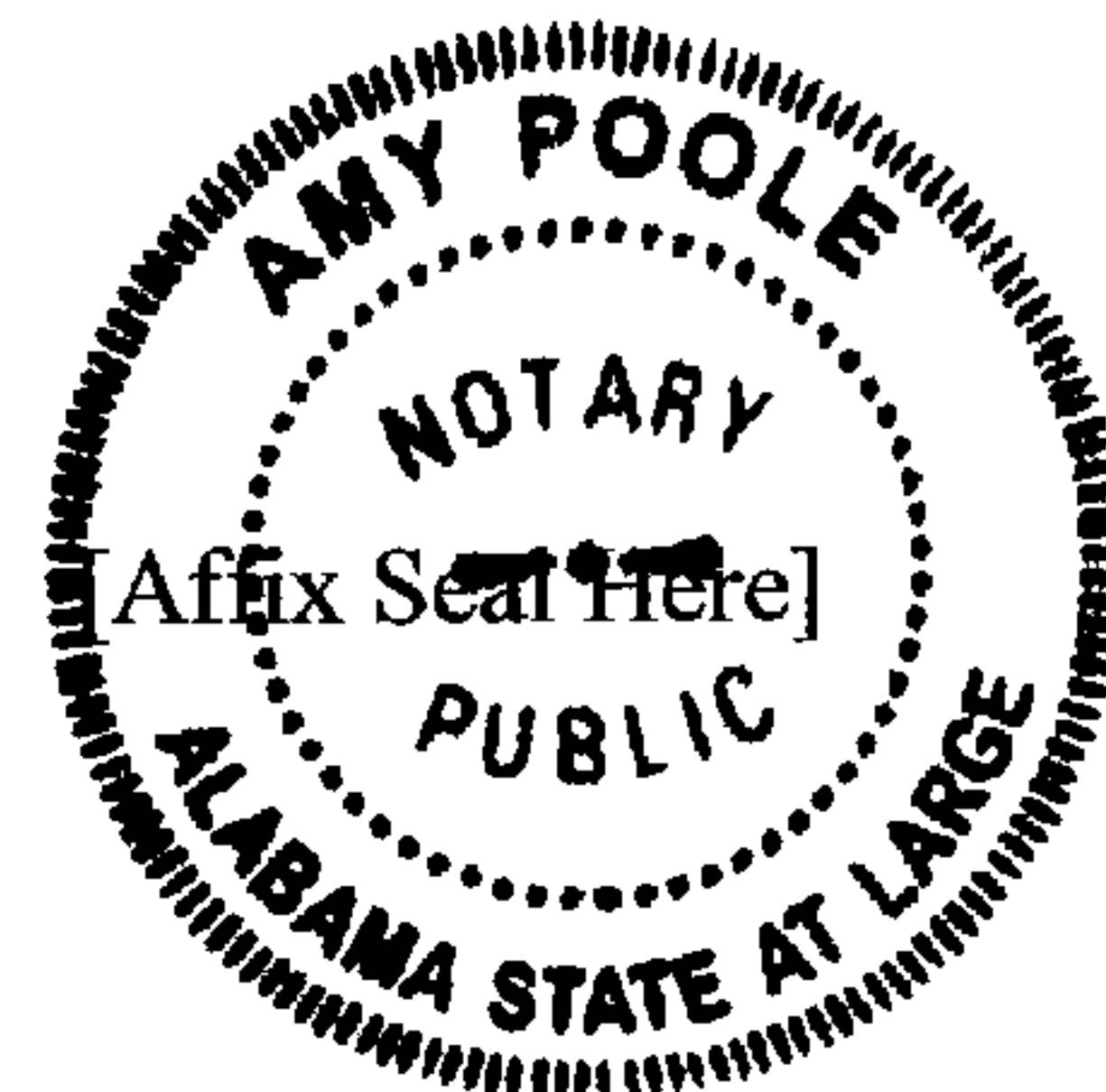
STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Paul Brian Byrom and Kathy Byrom f/k/a Kathy Shelnett Lecroix, whose name/s is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, They executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this 3rd day of August 2022.

Notary Public

My Commission Expires: 11/19/2023



IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this 3rd day of August, 2022.



Donnie G. Norris

STATE OF ALABAMA

COUNTY OF Shelby

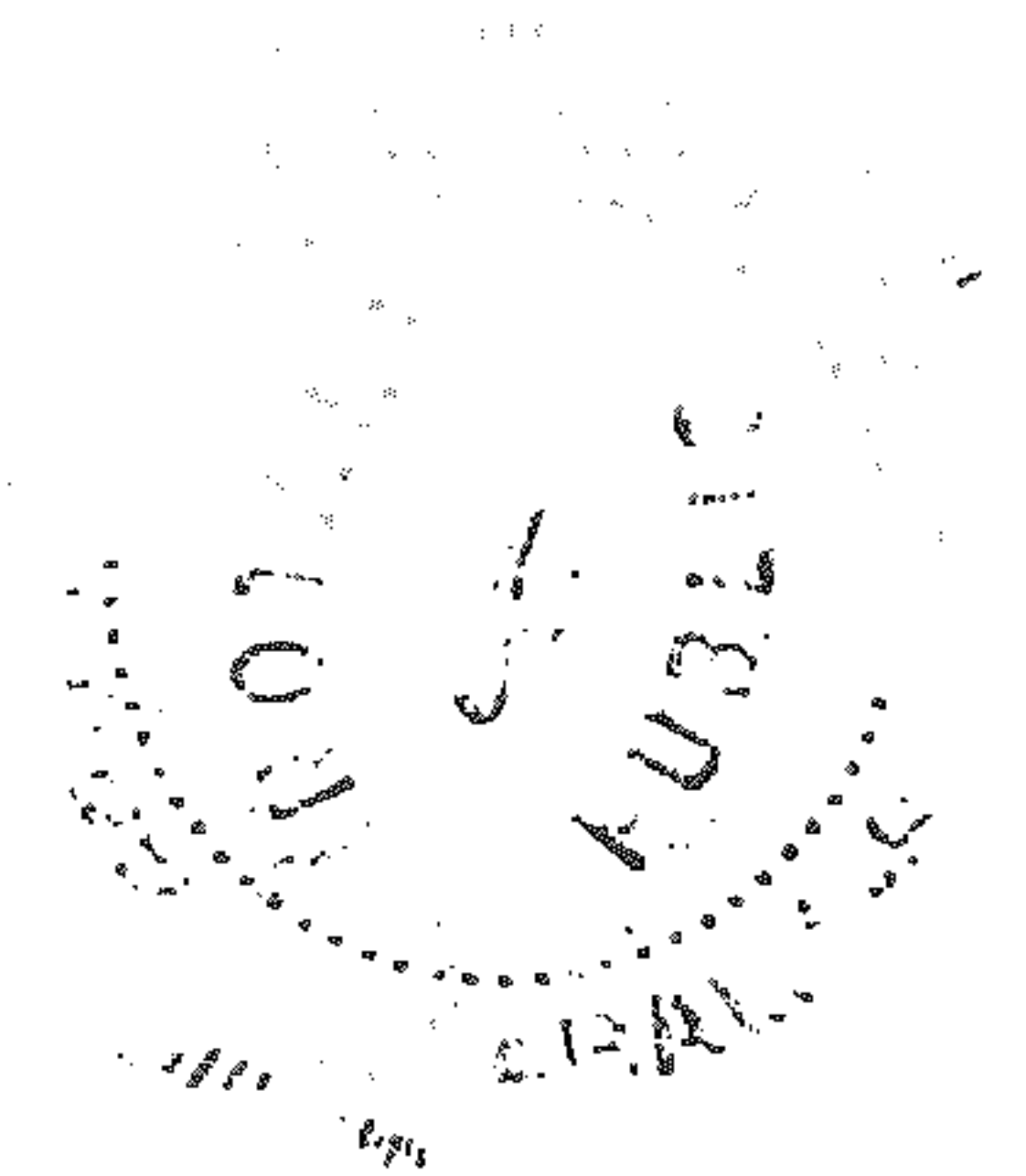
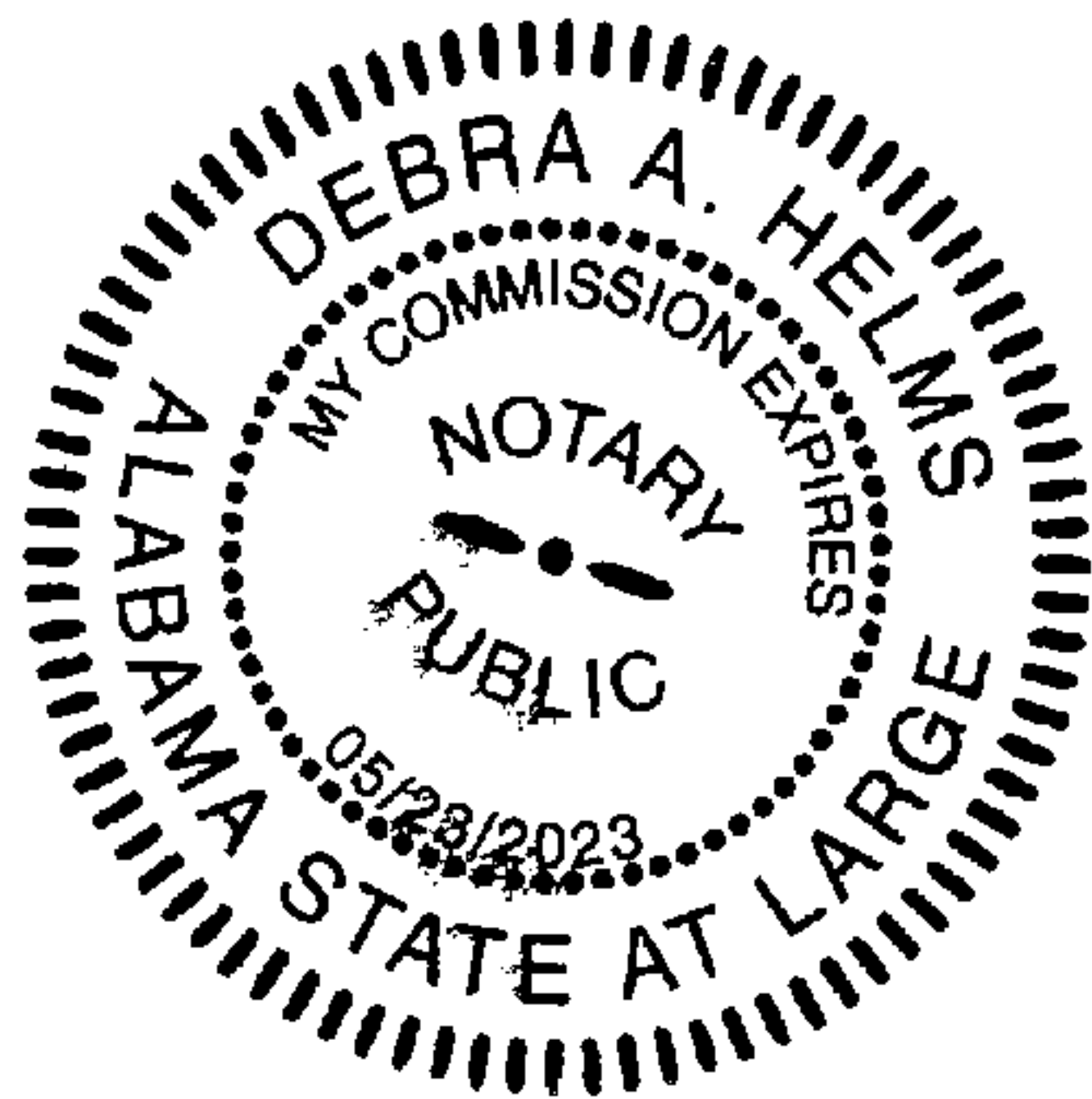
I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Donnie G. Norris, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Donnie G. Norris executed the same voluntarily with full authority, on the day the same bears date.

IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this 3rd day of August, 2022.

, Notary Public

My Commission Expires: May 23, 2023

[Affix Seal Here]



IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this
3rd day of August, 2022.

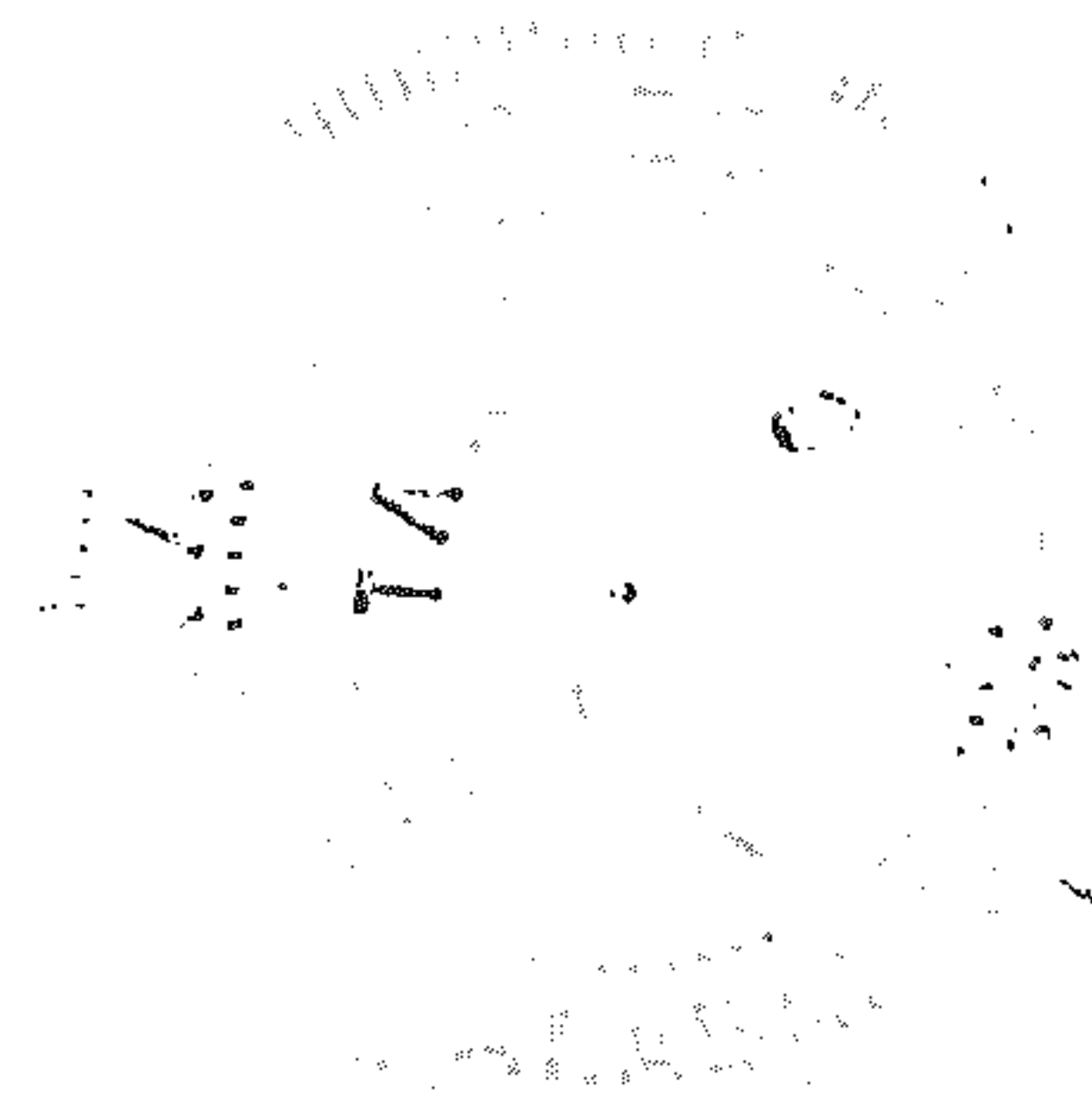
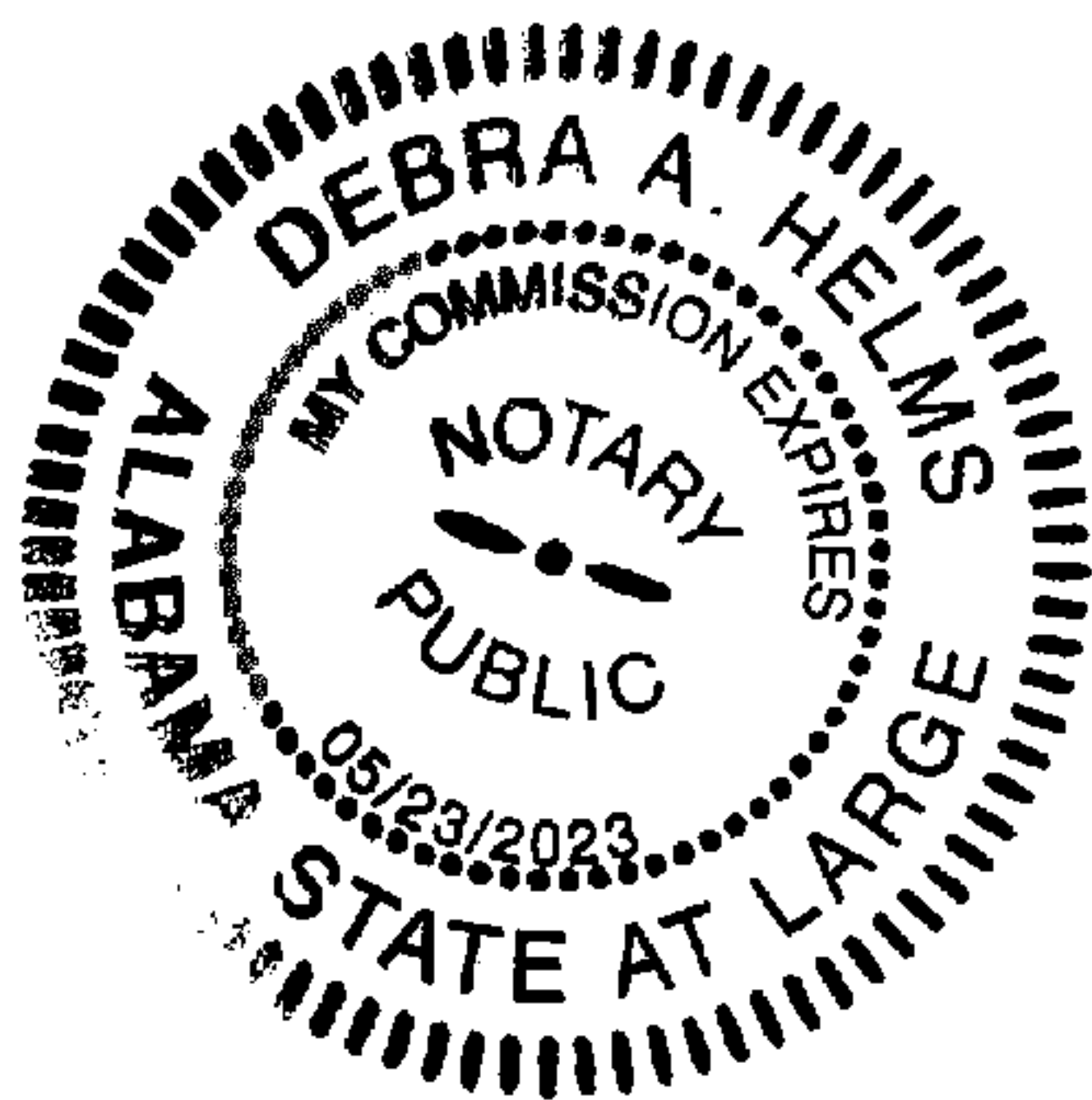
Jay McNish
Jay McNish
Wendy McNish
Wendy McNish

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Jay McNish and Wendy McNish, whose names are each signed to the above and foregoing instrument, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Jay McNish and Wendy McNish each executed the same voluntarily with full authority, on the day the same bears date.

IN WITNESS WHEREOF, the said Owner has hereunto set Owner's hands and seals on this
3rd day of August, 2022.

[Signature], Notary Public
My Commission Expires: May 23, 2023 [Affix Seal Here]



THIS INSTRUMENT WAS PREPARED WITHOUT EVIDENCE OF TITLE.
This form provided by

SHELBY COUNTY ABSTRACT & TITLE CO., INC.

P. O. Box 752 - Columbiana, Alabama 35051
(205) 669-6204 (205) 669-6291 Fax (205) 669-3130

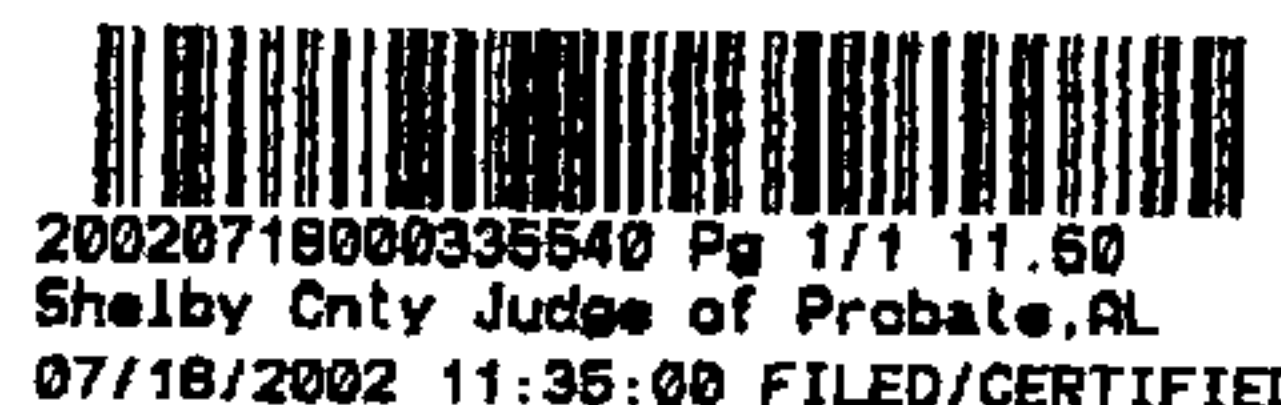
SEND TAX NOTICE TO:

(Name) Jay McNish
(Address) 197 Cox Lane

Alabaster, Al. 35007

This instrument was prepared by: **MIKE T. ATCHISON**
P. O. Box 822
Columbiana, AL 35051

Form 1-1-27 Rev. 4/99

WARRANTY DEED - Stewart Title Insurance Corporation of Houston, Texas

STATE OF ALABAMA
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of One and no/100 -----Dollar

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we ,

Donnie Norris, a married man

(herein referred to as grantor, whether one or more), bargain, sell and convey unto

Jay McNish and Wendy McNish

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

An Easement across the following described property:

Commence at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 15, Township 21 South, Range 3 West and run East along the South line of said 1/4-1/4 section for a distance of 1260.0 feet; thence left 91 degrees 32 minutes 48 seconds and run North and parallel to the West line of said 1/4-1/4 section for a distance of 435.0 feet; thence left 88 degrees 27 minutes 12 seconds and run West 26 feet to the Point of Beginning; thence commence along the last described course a distance of 30 feet; thence right 88 degrees 27 minutes 12 seconds and run North 468.0 feet; thence right 91 degrees 32 minutes 48 seconds and run East 30 feet; thence right 90 degrees and run in a southerly direction 468 feet more or less to the POINT OF BEGINNING.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 18th day of July, 2002.

_____(Seal)

Donnie Norris (Seal)
Donnie Norris

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

STATE OF ALABAMA
Shelby

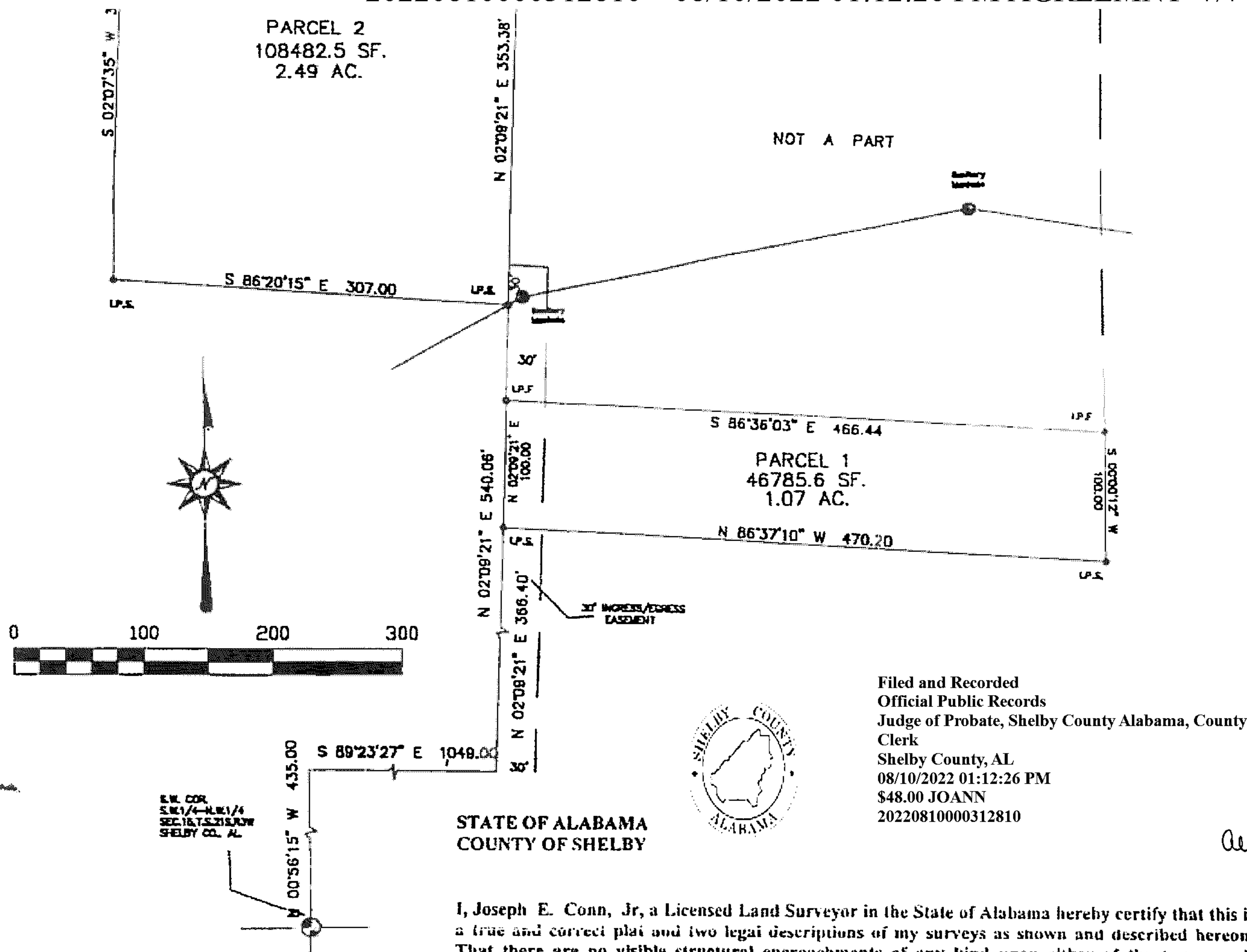
COUNTY }

General Acknowledgement

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Donnie Norris, whose name is signed to the foregoing conveyance 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 18th day of July, A.D., 2002.

Robert H. Omer
Notary Public



I, Joseph E. Conn, Jr, a Licensed Land Surveyor in the State of Alabama hereby certify that this is a true and correct plat and two legal descriptions of my surveys as shown and described hereon; That there are no visible structural encroachments of any kind upon either of the two parcels excluding utility service lines, wires, poles or pipes that serve the subject parcels only or that are within dedicated easements or rights of way; That steel corners have been found or installed at each property corner as shown hereon represented by small dark circles. I further certify that this survey and this plat meet the Standards for the practice of land surveying in the State of Alabama, the correct legal descriptions being as follows:

PARCEL-1

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 15, Township 21 south, Range 3 west, Shelby County, Alabama and run thence N 00° 56' 15" W along the west line of said quarter-quarter a distance of 435.00' to a point; Thence run S 89° 23' 27" E a distance of 1,049.00' to a point; Thence run N 02° 09' 21" E a distance of 366.40' to a rebar property corner and the point of beginning of the property being described; Thence continue last described course a distance of 100.00' to a found property corner; Thence run S 86° 36' 03" E a distance of 466.44' to a found property corner; Thence run S 00° 00' 12" W a distance of 100.00' to a set rebar corner; Thence run N 86° 37' 10" W a distance of 470.20' to the point of beginning, containing 1.07 acres, more or less.

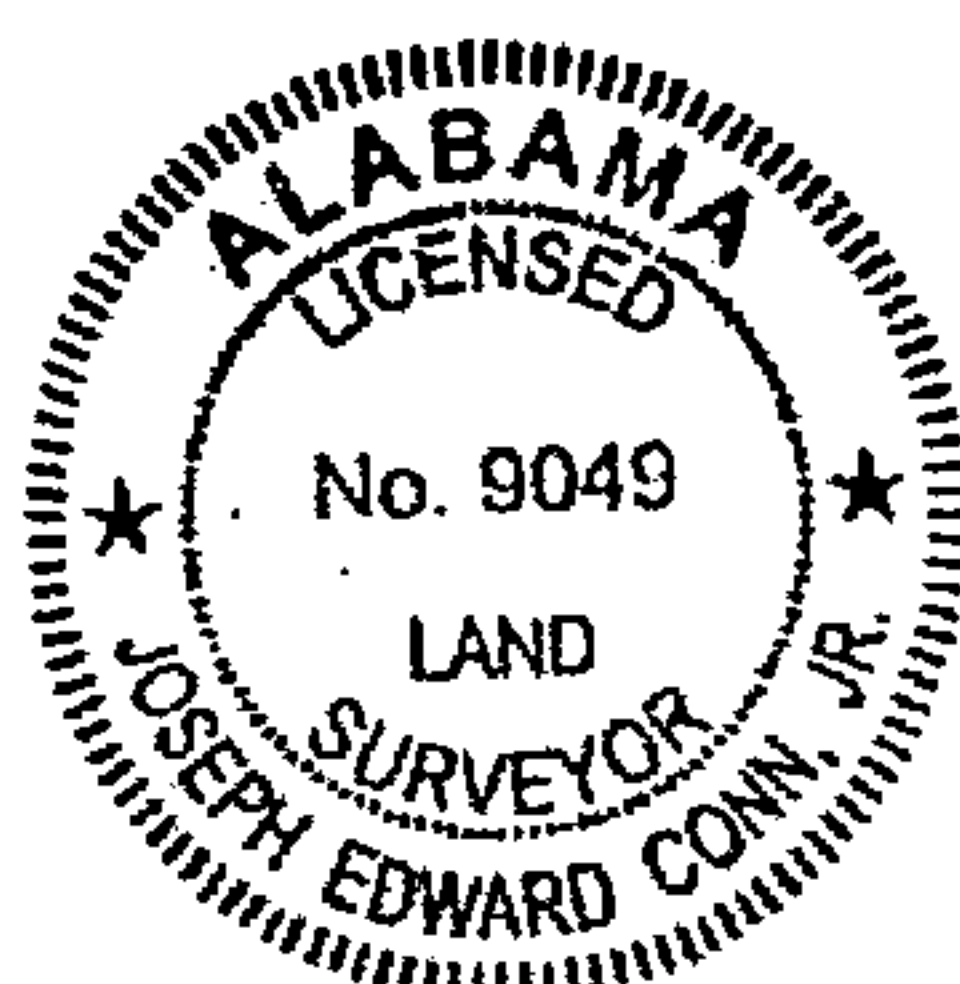
PARCEL-2

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 15, Township 21 south, Range 3 west, Shelby County, Alabama and run thence N 00° 55' 15" W along the west line of said quarter-quarter a distance of 435.00' to a point; Thence run S 89° 23' 27" E a distance of 1,049.00' to a point; Thence run N 02° 09' 21" E a distance of 540.06' to a rebar corner and the point of beginning of the property being described; Thence continue last described course a distance of 353.38' to a found property corner; Thence run N 86° 20' 19" W a distance of 307.18' to a found property corner; Thence run S 02° 07' 35" W a distance of 353.38' to a set rebar corner; Thence run S 86° 20' 15" E a distance of 307.00' to the point of beginning, containing 2.49 acres, more or less.

Each parcel is subject to any and all agreements, easements, restrictions, limitations and / or omissions of probated record and / or applicable law.

According to my survey of March 19, 2003

Joseph E. Conn, Jr Alabama Licensed PLS # 9049



CONN-TRACT

524 OLDE TOWNE LANE
ALABAMA

CLIENT:
PROJECT:

OWN BY					
CRD BY					
JOB NO.					
DISK					