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Shelby Cnty Judge of Probate, AL
04/17/2023 02:44:51 PM FILED/CERT

JOINT ACCESS AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this 14th day of July, 2022 by and between **The City of Alabaster, Alabama**, 1953 Municipal Way, Alabaster, Alabama, 35007 (City), and **River & Cape Montessori Nursery School, LLC**, 534 Industrial Road, Alabaster, Alabama 35007 (Montessori School), collectively referred to as **Parties**.

Background of Agreement

Parties are owners of adjacent properties on Industrial Road, Alabaster, Alabama, namely, Patriots Park and the Montessori School, in Shelby County, Alabama. The Parties own properties that abut each other and have access from Industrial Road. Due to improvements being made to the City's property, the Parties are desirous of one ingress egress path that would serve both properties. The Parties have determined that it is in their mutual interest to have executed and recorded an agreement for concerning the costs of construction and maintenance and repair of the entrance and roadway. The purpose of this Agreement is the place into writing the mutual rights and obligations the Parties of the jointly used entry.

Agreement

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. **Grant of Easement.** Each party grants to the other a permanent easement over and across their respective properties for the purpose in ingress and egress to their adjoining properties.

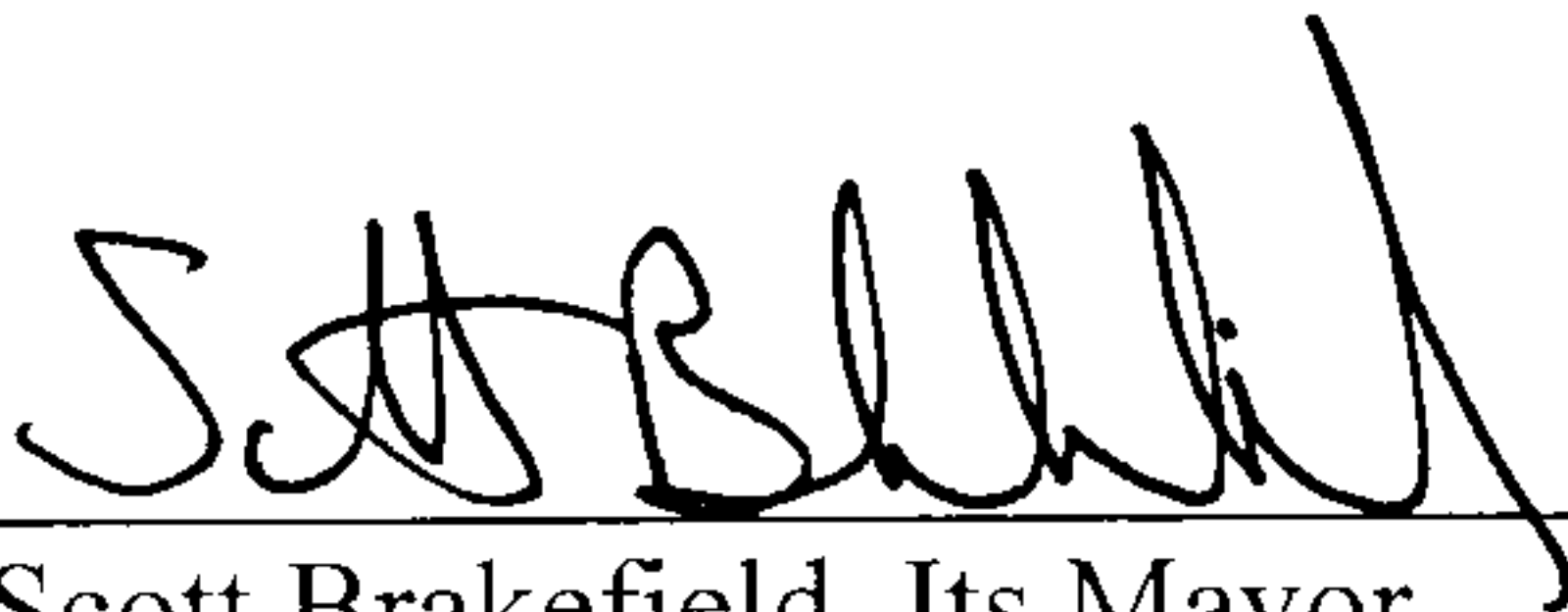
2. **Temporary Construction Easement.** The Montessori School hereby grants to the City for the benefit of the Parties, a temporary, non-exclusive grading and construction easement ("Temporary Construction Easement") over that portion of the School Property, as may be reasonably necessary for purposes of constructing the Joint Access Driveway. The Temporary Construction Easement shall terminate upon the completion of construction.

3. **Sharing of Costs and Expenses.** The parties shall share the expenses as follows:
The City and its successors and assigns shall pay for the cost of construction of the new entrance, together with as much necessary of the Montessori School's drive to connect the school to the new entrance. Thereafter, the City shall be responsible for the repair and maintenance of the City's portion of the driveway, and the Montessori School shall be responsible for the school's portion of its drive from the point of connection to the City's driveway to its parking facilities.

4. **Binding Effect.** This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors, or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement dated this 14 day of July, 2022.

City of Alabaster, Alabama



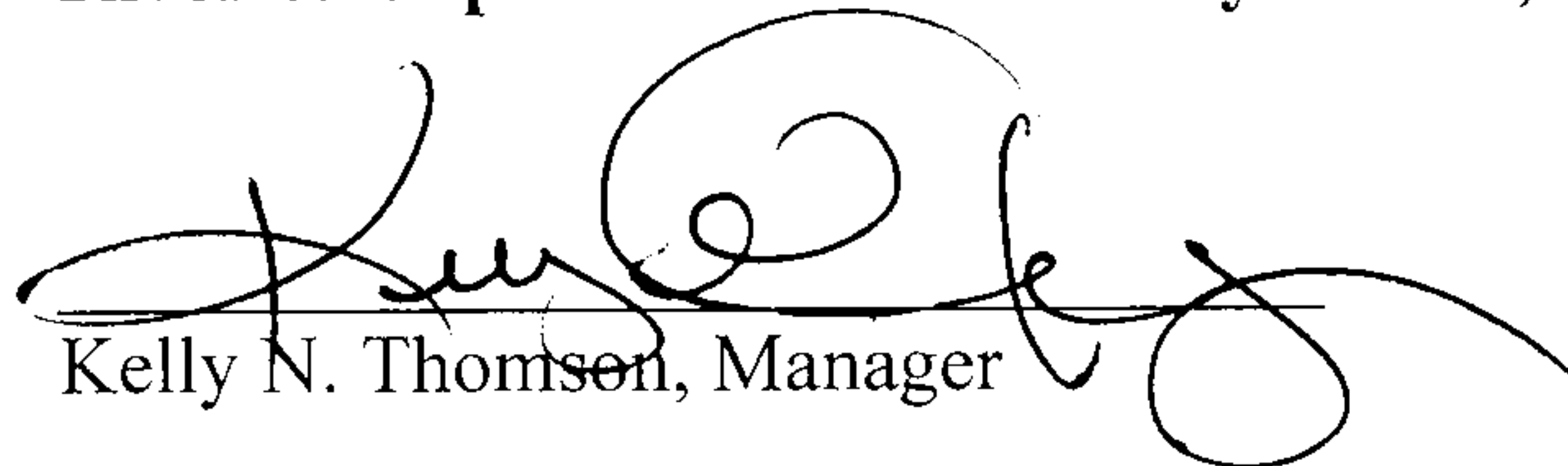
Scott Brakefield, Its Mayor

Attest:



J. Mark Frey, City Clerk

River & Cape Montessori Nursery School, LLC



Kelly N. Thomson, Manager

STATE OF ALABAMA)

COUNTY OF SHELBY)

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On this, the 14th day of July, 2022, before me, the undersigned officer, personally appeared Scott Brakefield, Mayor of the City of Alabaster, Alabama, known and attested by J. Mark Frey, City Clerk of the City of Alabaster, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed on behalf of the City of Alabaster, Alabama pursuant to Resolution 042522-B of the City Council of the City of Alabaster, as and for its act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Misty Gordon
Notary Public



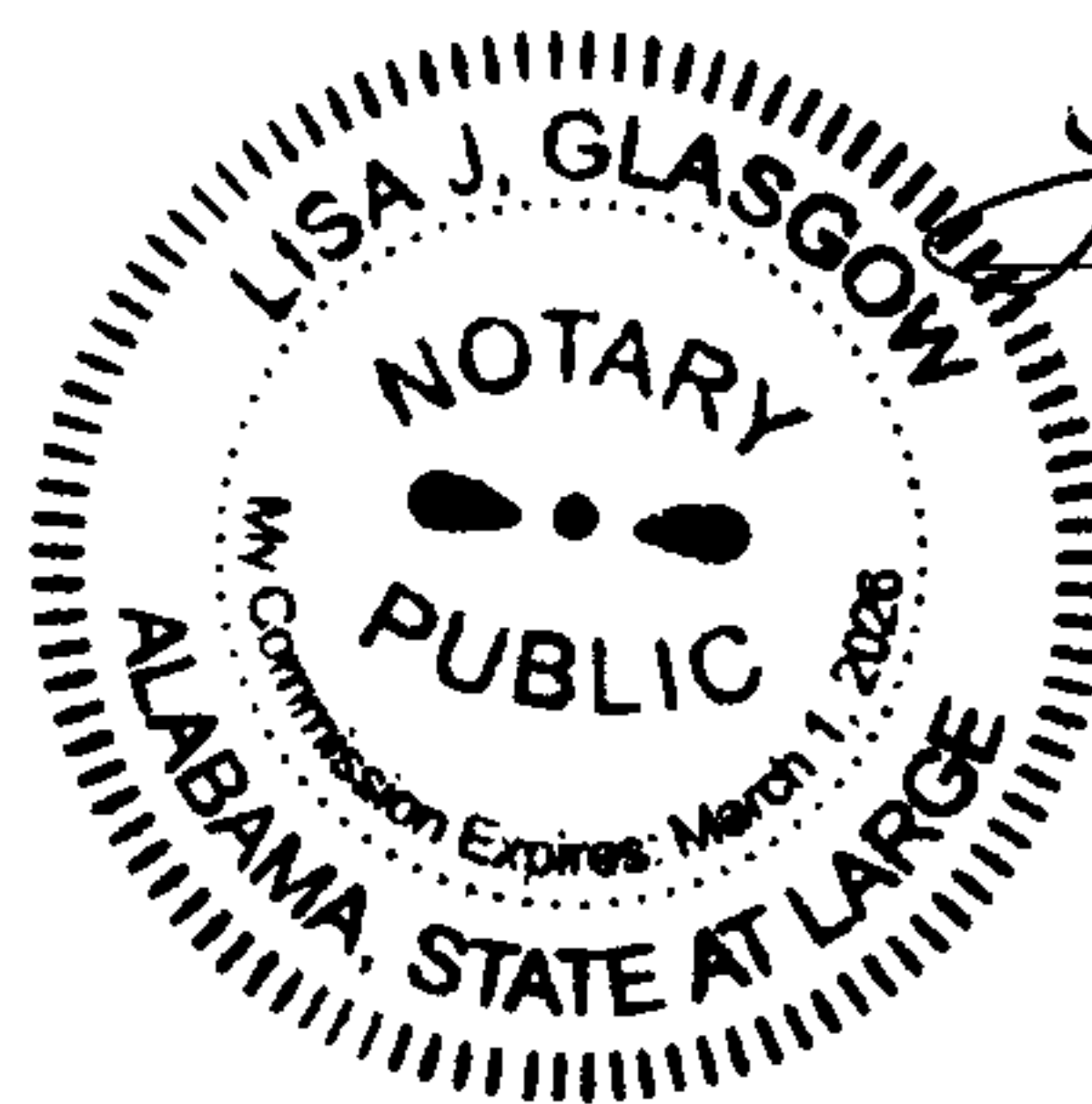
STATE OF ALABAMA)

COUNTY OF SHELBY)

)

On this, the 18th day of July, 2022 before me, the undersigned officer, personally appeared Kelly N. Thomson, Manager, a person known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in and as the act of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lisa J. Glasgow 7/18/22
Notary Public

Council Member PATE introduced the following Resolution, which was
seconded by Council Member COLE.



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RESOLUTION 042522-B

**AUTHORIZING A JOINT ACCESS AND MAINTENANCE AGREEMENT BETWEEN
RIVER & CAPE MONTESSORI SCHOOL AND THE CITY OF ALABASTER**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into a Joint Access and Maintenance Agreement with River & Cape Montessori School; and

WHEREAS, City Administration has recommended said agreement to authorize a single ingress egress path to serve both properties (attached Exhibit A).

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster to sign and J. Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said agreement.

ADOPTED AND APPROVED THIS 25TH DAY OF APRIL 2022.

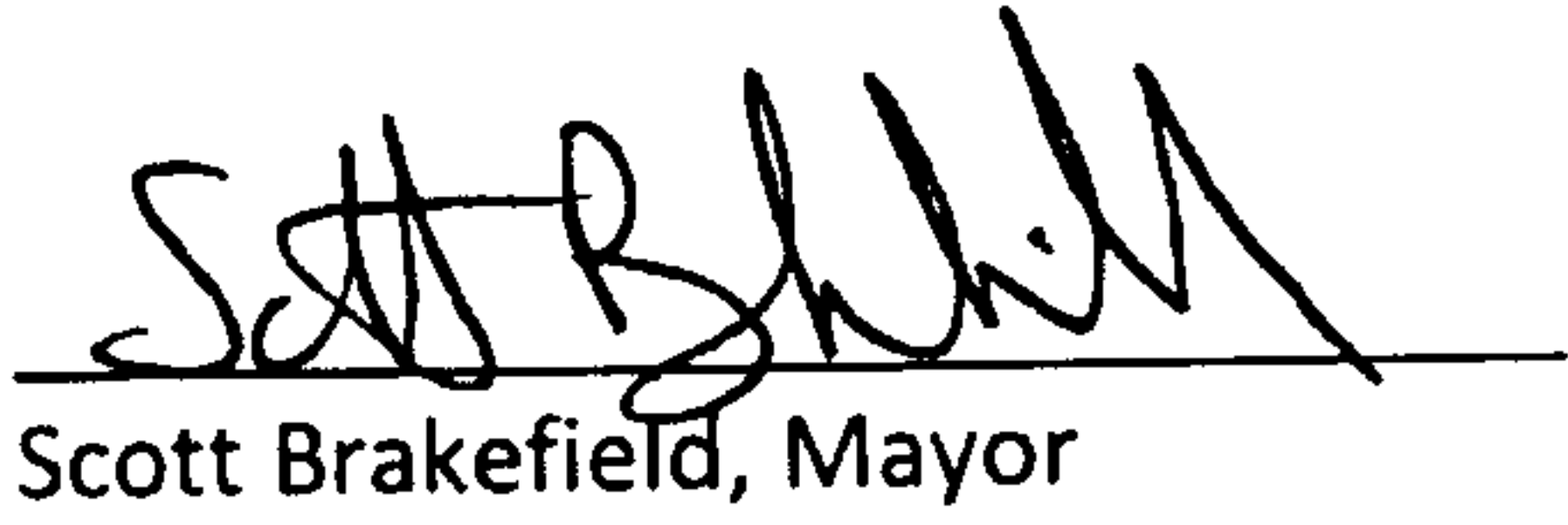
ATTEST:

CITY OF ALABASTER


J. Mark Frey, City Clerk


Sophie Martin, Council President

APPROVED:


Scott Brakefield, Mayor