



20260320000080790 1/6 \$44.00
Shelby Cnty Judge of Probate, AL
03/20/2026 10:32:39 AM FILED/CERT

PRIVATE ROAD EASEMENT AND MAINTENANCE AGREEMENT

This Private Road Easement and Maintenance Agreement (“Agreement”) is made this 9th day of MAY, 2026, by and between the following property owners whose properties benefit from the private roadway described herein:

Owner: Shelly Bailey and Andy Bailey

Property Address: 2197 Salem Road, Montevallo, Alabama 35115

Legal Description: Lot 1, According to the final plat of S & A Bailey Family Subdivision, as recorded in Map Book 61, Page 50, in the office of the Judge of Probate of Shelby County, Alabama.

Owner: Gillian Allbritton and Dylan Morris

Property Address: 2267 Salem Road, Montevallo, Alabama 35115

Legal Description: Lot 5, According to the final plat of S & A Bailey Family Subdivision, as recorded in Map Book 61, Page 50, in the office of the Judge of Probate of Shelby County, Alabama.

Owner: Susan Glenn

Property Address: 2207 Salem Road, Montevallo, Alabama 35115

Legal Description: Lot 2, According to the final plat of S & A Bailey Family Subdivision, as recorded in Map Book 61, Page 50, in the office of the Judge of Probate of Shelby County, Alabama.

These parcels, together with any other parcels that later utilize the roadway for access, shall be collectively referred to as the “Benefited Parcels.”

1. Creation of Easement

The undersigned property owners hereby establish a perpetual easement for ingress and egress across the private roadway described below for the benefit of the Benefited Parcels.

The easement grants the owners of each Benefited Parcel, together with their heirs, successors, tenants, guests, invitees, and assigns, the permanent right to use the private roadway for access to and from their properties.

The private roadway provides access from the Benefited Parcels to a publicly maintained roadway.

2. Description of Roadway Easement

The private roadway subject to this agreement is described as follows:

CL 30' Ingress/Egress & Utility Easement, according to the final plat of S & A Bailey Family Subdivision, as recorded in Map Book 61, Page 50, in the office of the Judge of Probate of Shelby County, Alabama.



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Unless otherwise described by recorded survey, the roadway easement shall be not less than thirty (30) feet in width to allow for roadway maintenance and installation of utilities.

3. Easement Runs With the Land

This easement and maintenance agreement shall run with the land and shall be binding upon the current owners and all future owners, heirs, successors, and assigns of the Benefited Parcels and any additional parcels that later utilize the roadway for access.

4. Maintenance of Roadway

The private roadway shall be maintained in a condition reasonably passable for normal residential vehicle access at all times.

Maintenance may include but is not limited to:

- Grading
- Graveling or paving
- Drainage improvements
- Culverts
- Removal of trees or debris
- Repairs necessary to maintain safe and reasonable access

5. Annual Maintenance Contribution

Each parcel utilizing the roadway shall contribute an annual maintenance fee of Two Hundred Dollars (\$200.00) toward the maintenance and upkeep of the roadway.

Payments shall be made to Shelly Bailey and Andy Bailey, or their designated successor responsible for roadway management.

Payments shall be mailed or delivered to:

2197 Salem Road
Montevallo, Alabama 35115

Payments shall be due on or before January 31 of each year, unless otherwise agreed by the property owners.

The annual maintenance fee may be adjusted by majority vote of the parcels utilizing the roadway, with one vote per parcel.

All funds collected shall be used solely for roadway maintenance, repair, or improvement.



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6. Additional Maintenance Costs

If roadway repairs or improvements exceed available maintenance funds, the property owners utilizing the roadway shall share the additional costs equally unless otherwise agreed in writing.

Repairs or improvements exceeding \$1,000 shall require approval of a majority vote of the parcels utilizing the roadway, with one vote per parcel.

7. Emergency Repairs

In the event the roadway becomes unsafe or impassable due to weather, erosion, structural failure, or other emergency conditions, any property owner may authorize necessary emergency repairs to restore safe access.

Other property owners shall be notified as soon as reasonably possible, and the cost of such emergency repairs shall be shared equally by all parcels utilizing the roadway.

8. Future Parcels

Any parcel now existing or created in the future that utilizes the private roadway for access shall automatically become subject to this Agreement and shall share equally in the cost of maintaining, repairing, and improving the roadway beginning at the time such use begins.

9. Construction Responsibility

Any property owner conducting construction activities that result in damage to the roadway shall be responsible for repairing and restoring the roadway to a reasonably passable condition.

10. Utilities

The easement area may also be used for the installation and maintenance of utilities including but not limited to:

- Electric service
- Water service
- Sewer or septic service
- Cable television
- Internet service
- Telephone service

Utility providers shall have reasonable access to install and maintain such services within the easement area.



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11. Obstruction of Roadway

No property owner shall block, obstruct, or otherwise interfere with the reasonable use of the roadway by other authorized users.

12. Failure to Pay Maintenance Costs

If any property owner fails to pay their required maintenance contribution within thirty (30) days after written notice, the remaining property owners may pursue recovery of the unpaid amount through legal action or other remedies available under Alabama law.

Unpaid balances may accrue interest at a rate not exceeding 8% per year or the maximum rate allowed by Alabama law until paid.

13. Disclosure Upon Sale

Any owner selling or transferring a parcel benefiting from this roadway shall disclose the existence of this Agreement to the purchaser prior to closing.

14. Recording

This Agreement shall be recorded in the Probate Office of Shelby County, Alabama, and shall become part of the property records affecting the Benefited Parcels.

15. Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

SIGNATURES

Property Owner: Shelley Bailey
Printed Name: Shelly Bailey
Date: 3/9/26

Property Owner: [Signature]
Printed Name: Andy Bailey
Date: 3/9/26

Property Owner: Gillian Allbritton
Printed Name: Gillian Allbritton
Date: 3/9/26



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Property Owner: Dylan Morris

Printed Name: Dylan Morris

Date: 3/9/26

Property Owner: Susan Glenn

Printed Name: Susan Glenn

Date: 3/9/26

NOTARY ACKNOWLEDGEMENT

State of Alabama

County of Jefferson

I, the undersigned Notary Public, certify that the above-named individuals personally appeared before me and acknowledged signing this instrument on this 9th day of March, 2026.

Notary Public: [Signature]

My Commission Expires: 10/20/26

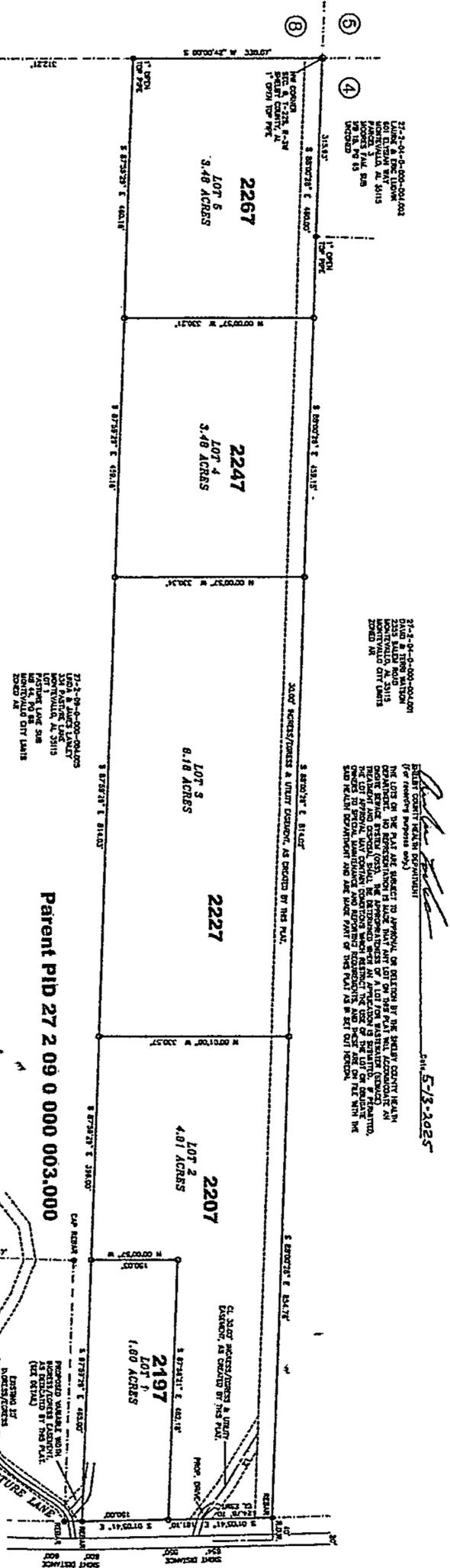


Prepared by:

Barry Logan
Integrity Mortgage Brokers
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B'ham AL 35235

LEGEND table with symbols for various survey features like bearings, distances, and easements.

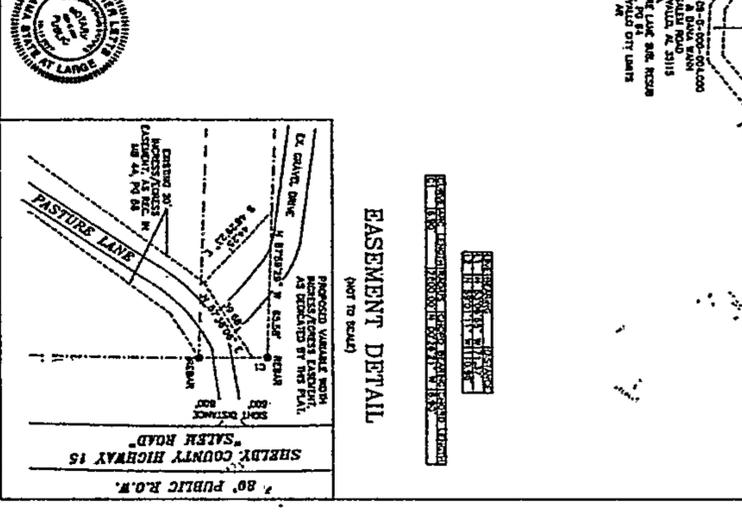
SHARPE COUNTY NOTES
1. THE PURPOSE OF THIS SUBDIVISION IS TO DIVIDE 19.65 ACRES INTO FIVE LOTS FOR RESIDENTIAL USE.
2. THE TOTAL ACRES OF UNZONED SUBJECT PROPERTY IS 19.65 ACRES.



VICINITY MAP (NOT TO SCALE)
RODNEY SHIRPLETT SURVEYING
205 BOX 204
COLUMBIANA, AL 35051
TEL: 205-669-1205

WITNESSES: Heather Fisher, Shelby Bailey, Rodney Shirplett. Includes notary seals and dates.

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Map Book 101 Page 50

S & A BAILEY FAMILY
SUBDIVISION

PREPARED FOR: SHELLEY & WILLIAM BAILEY
2197 SALEM ROAD
MONTEVALLO, AL 35115
PREPARED BY: JAMES & LINDA LAWLEY
334 PASTURE LANE
MONTEVALLO, AL 35115
RODNEY SHIRPLETT
P.O. BOX 204
COLUMBIANA, AL 35051
205-669-1205