STATE OF ALABAMA) COUNTY OF LIMESTONE)

PERMISSIVE USE AGREEMENT

This Permissive Use Agreement ("Agreement") made and entered into on this the 28th day of February, 2023, by and between the CITY OF MADISON, ALABAMA, a municipal corporation (the "Owner"), and THE VILLAGE AT OAKLAND SPRINGS NEIGHBORHOOD ASSOCIATION, INC., an Alabama corporation (the "HOA"). The Owner and HOA also referred to herein individually and or collectively as the ("Party" or "Parties").

WITNESSETH:

WHEREAS, the Owner is the owner of an existing dedicated eighty (80) feet right-of-way commonly known as Oakland Springs Drive (the "**ROW**") within The Village at Oakland Springs subdivision (the "**Subdivision**"), located in Limestone County, Alabama, as recorded in Plat Book "J", Page 43, in the Office of the Judge of Probate of Limestone County, Alabama, a copy of which is attached hereto in **Exhibit "A"**; and

WHEREAS, the HOA is desiring to erect an architecturally designed monument entrance sign with an overhead connecting arch, per sign plans attached hereto in **Exhibit "B"** (the "**Sign"**) on the Owner's ROW as an entrance Sign into the Subdivision; and

WHEREAS, the Owner is responsible for operating and maintaining said dedicated ROW into and throughout the Subdivision; including specifically that certain portion of the ROW, and the air space thereof the HOA desires to install the Sign on (the "Tract") as depicted and set forth in the Sign plans attached hereto in **Exhibit "C"**; and

WHEREAS, the Sign HOA is desiring to construct and install unto the Tract will extend into and encroach upon the Owner's ROW in the approximate locations as identified on the Tract site in attached **Exhibit "C"**; and

WHEREAS, the Sign could be impacted by excavation of the ROW, or the Tract therein in connection with the Owner's permitted uses; and

WHEREAS, the Owner's Planning Commission has approved a master sign plan for The Village at Oakland Springs (the "Master Sign Plan"), which provides for a gateway sign as depicted in Exhibit B that would encroach into Owner's ROW and or easements subject to Owner's approval.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and other valuable consideration given by and between the Parties hereto, the receipt of which is acknowledged, the Parties do hereby agree as follows:

- 1. HOA agrees, affirms, and acknowledges as follows:
 - a. That the proposed Sign will encroach on the ROW and the air space thereof located on the Tract and infringe upon the Owner's unfettered access to the ROW for the purposes for which it was reserved.
 - b. That Owner's acquiescence of HOA's Sign encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the Owner's right to the free and unfettered use and maintenance of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.
 - c. That HOA's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in the Subdivision Master Sign Plan, subject to the notice provisions provided in this Agreement.
 - d. If the Owner or Owner-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility or sewer lines located in the Tract or any portion of the ROW adjacent to the Tract, the Owner will provide thirty (30) days' prior written notice to HOA of its need to excavate or otherwise access the ROW and or the Tract. After providing written notice consistent with this paragraph, the Owner may remove or cause to be removed, at HOA's sole cost and expense, the surrounding vegetation, landscaping, pavers, collectively ("the Landscaping") which encroach upon the Tract in the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the Tract and or ROW. After the Owner or Franchisees complete any such maintenance, repair, or replacement within the ROW or Tract, the HOA may restore and reconstruct the Tract as affected in accordance with this Agreement and Owner's building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the Owner or its Franchisees may immediately access the ROW or Tract or easements adjacent thereto, if any, and remove or cause to be removed the Landscaping in the Tract, which encroaches upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the Owner shall give such notice to HOA as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the Owner.
 - e. Subject to the terms of Section 1(f) below, the Owner shall have no obligation to repair or replace any Sign, or related Landscaping, so removed or disturbed or to restore the surface of the Tract within the ROW to the condition that existed prior to removal of the Landscaping. To the extent reasonably possible given the circumstances related to any maintenance, repair or replacement, the Owner will endeavor to minimize interference with the use of the Sign on the Tract while exercising it rights to use of the ROW and the rights included in this Agreement.

- f. That HOA agrees herein to indemnify and hold the Owner harmless from any expense of any kind associated with the permissive use of the ROW and the Tract therein, or any removal of the Landscaping, other than damage caused by willful misconduct or gross negligence of the Owner. Specifically, HOA will hold the Owner harmless from any expense of any kind associated with utility work that Franchisees undertake without providing notice to HOA, however, the HOA shall have a right herein to reserve and pursue any claims for damages caused by the Franchisee's willful or negligent conduct including but not limited to violating the Notice requirements in this Agreement, if the same results in damages to the HOA.
- g. That no additional improvement or encroachment beyond the proposed Sign referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the Owner.
- h. HOA acknowledges that this Agreement extends only to use of the ROW and the Tract therein by the Owner and that no agreement, representation, or warranty of any kind is made by the Owner whatsoever regarding any use of the Tract within the ROW by persons or entities other than the Owner.
- i. The HOA, at its sole cost, shall at all times maintaining insurance coverage on the Sign and shall further be responsible for all upkeep and maintenance of the Sign per Owner's Sign Ordinances.
- 2. Subject to the conditions stated hereinabove, the Owner grants its limited perpetual permission for HOA to construct, operate, and maintain the proposed Sign and Landscaping within the Tract in the ROW or as it may encroach unto the ROW.
- 3. The provisions of this Agreement shall be covenants running with the land and shall be binding on the Parties successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date and year first above written.

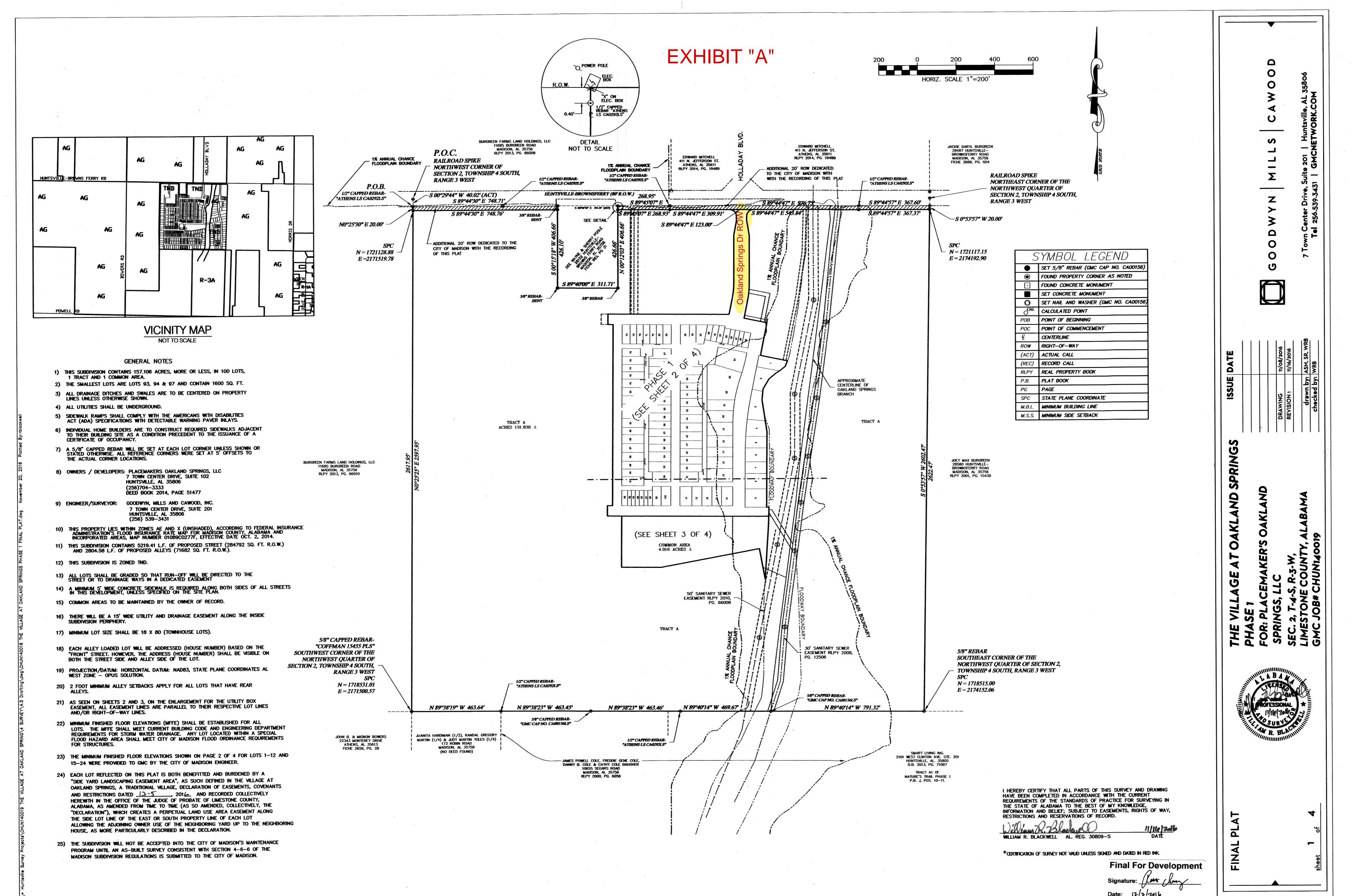
OWNER:		
City of Madison, Alabama, a municipal corporation		
By:Paul Finley, Mayor	Lisa D. Thomas, City Cle	erk-Treasurer
Date:	_	
STATE OF ALABAMA) COUNTY OF MADISON)		
I, the undersigned Notary Public, in an Paul Finley and Lisa D. Thomas, whose respectively, of the City of Madison, Alabama are known to me, acknowledged before me on instrument, they, as such officers and with full an act of the City of Madison, Alabama, a murror	names as Mayor and the Cita, are signed to the foregoing in this day that, being informed or authority, executed the same vo	ty Clerk-Treasurer nstrument, and who f the contents of the
Given under my hand and official seal	this the day of	, 2023
_		
N	lotary Public	

[Signature page to Permissive Use Agreement]

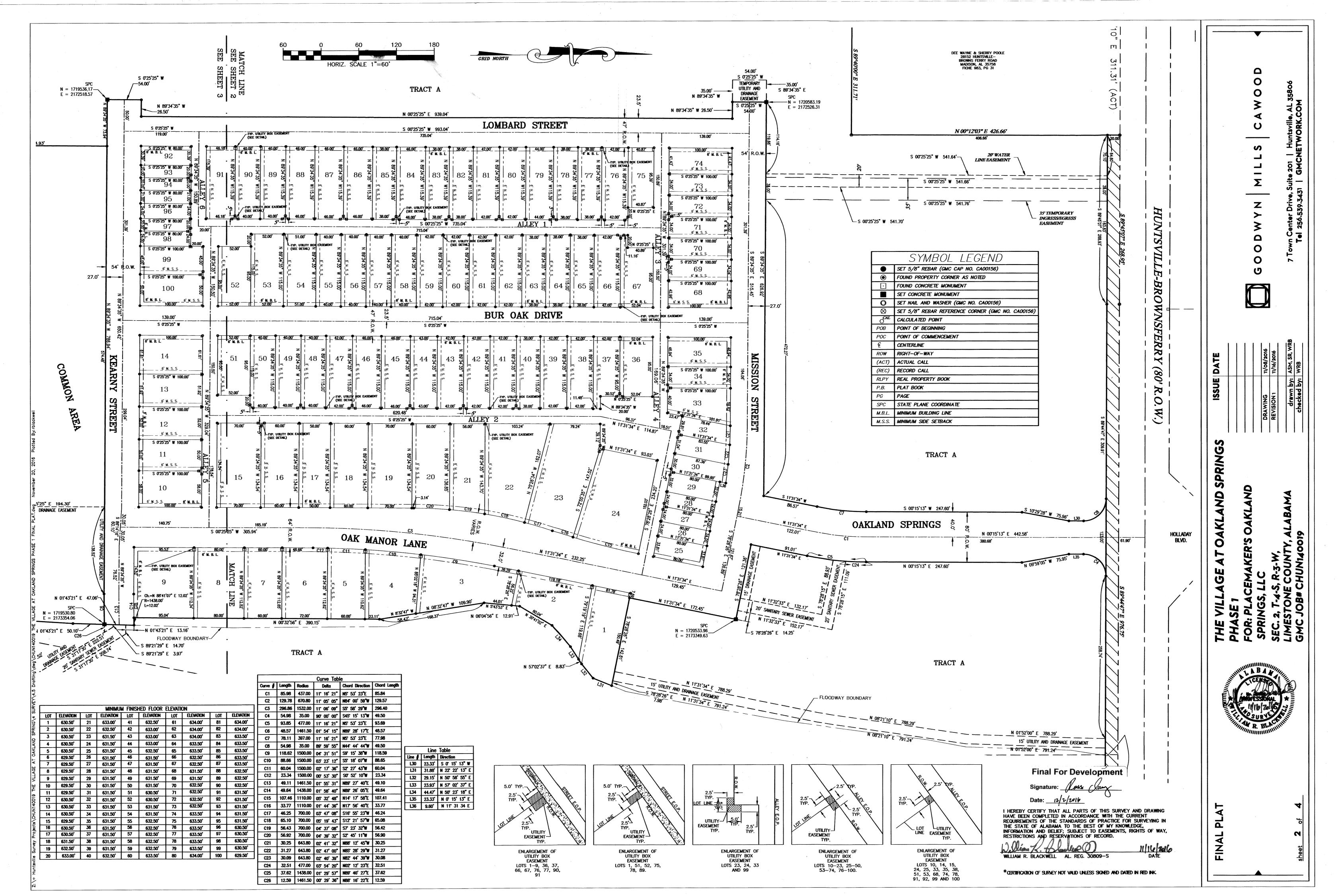
<u>IOA:</u>
HE VILLAGE AT OAKLAND SPRINGS EIGHBORHOOD ASSOCIATION, INC., n Alabama corporation
y: David J. Slyman, Jr. s: President
ate:
I, the undersigned authority, a Notary Public in and for said County in said State, hereby ertify that David J. Slyman, Jr., whose name as President of The Village at Oakland Springs eighborhood Association, Inc., an Alabama corporation is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being aformed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as the President of such
Given under my hand and official seal this the day of, 2023.
Notary Public

EXHIBIT A

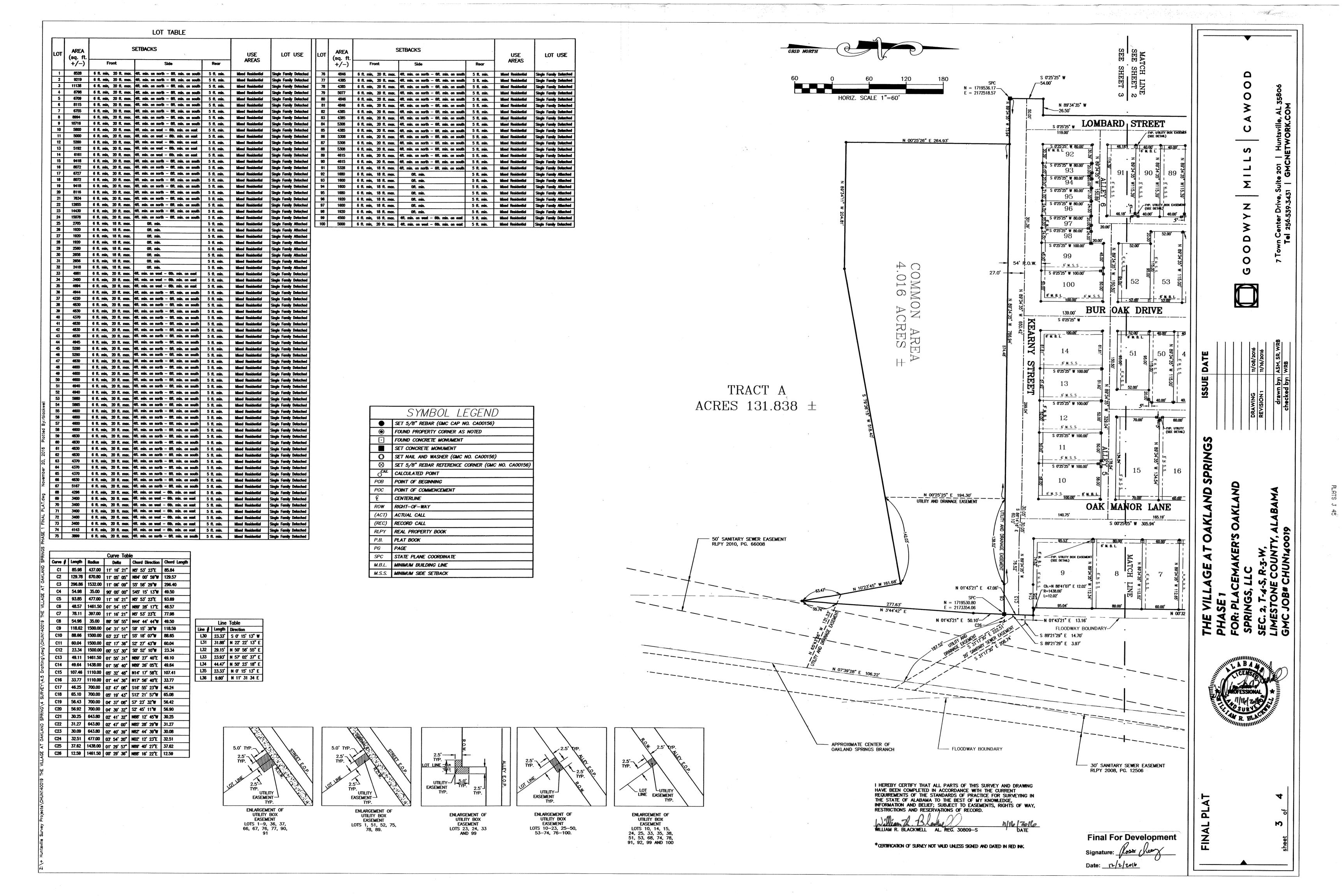
The Plat of The Village at Oakland Springs



Recorded In PLATS BK J PG 43, 12/05/2016 10:21:21 AM Charles C. Woodroof, Judse of Probate, Limestone County, AL



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STATE OF ALABAMA)

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED

COUNTY OF LIMESTONE)

I, WILLIAM R. BLACKWELL, A PROFESSIONAL LAND SURVEYOR OF MADISON, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF THE (PLACEMAKER'S OAKLAND SPRINGS. LLC. AND PLACEMAKER'S NORTH AMERICA, LLC), A CORPORATION, SITUATED IN THE CITY OF MADISON, LIMESTONE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE BEING THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, AS SHOWN ON THE FINAL PLAT OF ESTES ESTATES, LOCATED IN PLAT BOOK H, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA; THENCE RUN S 00"29'44" W 40.02 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT LIES ON THE SOUTH RIGHT OF WAY LINE OF HUNTSVILLE BROWNSFERRY ROAD; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE S 89'44'30" E 748.71 FEET TO A FOUND 3/8" REBAR-BENT; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN S 001518" W 426.10 FEET TO A FOUND 1/2" REBAR-BENT; THENCE RUN S 89'40'00" E 311.71 FEET TO A FOUND 3/8" REBAR; THENCE RUN N 00'12'03" E 426.66 FEET TO A SCRIBED X MADE ON AN ELECTRIC BOX; SAID POINT BEING ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: S 89'45'07" E 268.95 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN S 89'44'47" E 976.75 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS: THENCE RUN S 89'44'57" E 367.60 FEET TO A SET 5/8" REBAR GMC CAP NO. CA00156LS; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN S 00°53°57" W 2622.47 FEET TO A FOUND 5/8" REBAR; SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN N 89'40'14" W 1260.99 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN N 89'38'23" W 926.91 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN N 89'38'19" W 463.64 FEET TO A FOUND 5/8" REBAR COFFMAN CAP NO. 15455 PLS; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 2; THENCE RUN N 00°25°25" E 2617.95 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA; CONTAINS 6,843,536.529 SQUARE FEET OR 157.106 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATE OF ACCURACY

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE ACCURACY OF THE MEASUREMENTS HAVE BEEN SUBSTANTIATED BY THE COMPUTATION OF A CLOSED FIELD TRAVERSE AND THE

Jellava (X. 15 Le Mall WILLIAM R. BLACKWELL AL LIC. NO. 30809-S

PLACEMAKER'S OAKHAND SPRINGS. LLC.

PLACEMAKER'S NORTH AMERICA, LLC BY: DAVID J. SLYMAN, JR. ITS: MANAGER

DEDICATION

WE, PLACEMAKER'S OAKLAND SPRINGS. LLC. AND PLACEMAKER'S NORTH AMERICA, LLC, OWNERS, AND SERVISFIRST BANK, LIENHOLDER HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS "THE VILLAGE AT OAKLAND SPRINGS PHASE 1", A PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, AND THAT THE STREETS, DRIVES, ALLEYS, ETC. AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF

SIGNED AND SEALED IN THE PRESENCE OF:

PLACEMAKER'S OAKLAND SPRINGS. LLC. AND PLACEMAKER'S NORTH AMERICA, LLC

BY: DAVID J. SLYMAN, JR.

ITS: MANAGER

BY! HILL WOMBLE

STATE OF ALABAMA) COUNTY OF MADISON)

ITS: VICE PRESIDENT

I, PATRICIA GERECHT, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT WILLIAM RUSSELL BLACKWELL, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE HE HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

AND I FURTHER CERTIFY THAT DAVID J. SLYMAN, JR., MANAGER OF PLACEMAKER'S NORTH AMERICA, LLC; WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PLACEMAKER'S OAKLAND SPRINGS. LLC. AND

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL, THIS THE 21ST DAY

Patinia Gencey PATRICIA GERECHT 4-26-2030



COUNTY OF MADISON)

. A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT HILL WOMBLE, WHOSE NAME AS SENIOR VICE PRESIDENT OF SERVISFIRST BANK, IS SIGNED TO THE FOREGOING PLAT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE PLAT, HE, AS SUCH SENIOR VICE PRESIDENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF THE SAID, SERVISFIRST BANK, ON THE DAY THE SAME

STATE OF ALABAMA COUNTY OF MADISON [SEAL]

MY COMMISSION EXPIRES: 341



CERTIFICATE OF APPROVAL BY THE MADISON FIRE DEPARTMENT THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE MADISON FIRE DEPARTMENT FOR MADISON, ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN _ DAY OF NOWINGEN

CERTIFICATE OF APPROVAL BY MADISON UTILITIES

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE MADISON UTILITIES, MADISON, ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN REVIEWED AND IS

DAY OF NOVEMBEE, 2016.

ATHENS UTILITIES

Pulant Johnson (Asst. Construction Eng.) ATHENS UTILITIES

1. THE CITY OF ATHENS UTILITIES ELECTRIC DEPARTMENT WILL PROVIDE SERVICE TO THESE LOTS. 2. THE COST FOR THE RELOCATION OF ANY ATHENS UTILITIES FACILITIES REQUIRED DUE TO THIS

APPROVAL BY THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF THE LIMESTONE COUNTY WATER

LIMESTONE COUNTY WATER AND SEWER AUTHORITY
BY:

NORTH ALABAMA GAS DISTRICT

CERTIFICATE OF APPROVAL BY THE NORTH ALABAMA GAS DISTRICT THE UNDERSIGNED, AS AUTHORIZED BY THE NORTH ALABAMA GAS DISTRICT, HEREBY APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA,

CITY ENGINEER OF THE CITY OF MADISON

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF MADISON, ALABAMA, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE 29th DAY OF November 2016.

CITY OF MADISON, ALABAMA

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

THE WITHIN PLAT OF "VILLAGE AT OAKLAND SPRINGS PHASE 1", CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF MADISON, ALABAMA, FOR RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE DAY OF December

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING

THE UNDERSIGNED, AS THE DIRECTOR OF PLANNING FOR THE CITY OF MADISON, ALABAMA, HEREBY CERTIFIES THAT THE PROPERTY AND PLAT HAS BEEN INSPECTED AND REVIEWED AND

CITY OF MADISON, ALABAMA

JUDGE OF PROBATE

CHARLES WOODROOF, JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE DAY OF JECONO O'CLOCK, AMAD DULY RECORDED IN PLAT O'CLOCK, A.M. AND DULY RECORDED IN PLAT

Final For Development

EXHIBIT "B"

SIGN PLANS

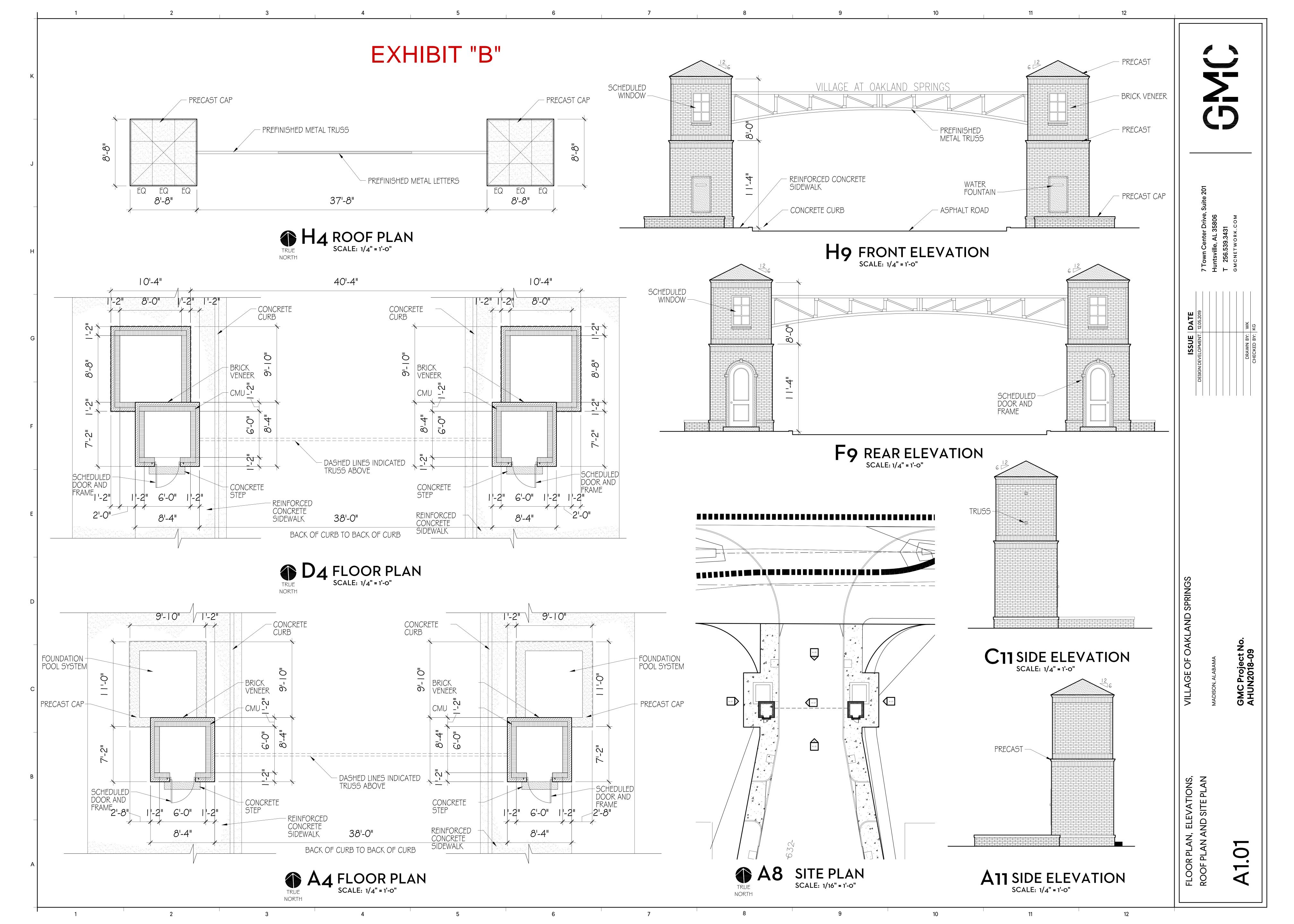


EXHIBIT "C"

