

STATE OF ALABAMA )  
JEFFERSON COUNTY )

1119

A G R E E M E N T

WHEREAS, on April 9, 1983, ROBERT C. MILAM and wife, BETTY H. MILAM (hereinafter referred to as "Milam") executed various Real Estate Contracts with JOSEPH P. SANDERS and wife, ✓ HELEN G. SANDERS (hereinafter referred to as "Sanders") and EDWARD E. BLACKERBY and wife, JOYCE J. BLACKERBY (hereinafter referred to as "Blackerby"); and

WHEREAS, said Real Estate Sales Contracts provided for the paving of an existing road and the construction of a new road; and

WHEREAS, on this date, May 9, 1983, Milam, Sanders and Blackerby are consummating said Real Estate Sales Contracts and wish to formalize the understanding and agreements in said Contracts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and in further consideration of ONE DOLLAR (\$1.00) each in hand paid by the other, IT IS AGREED AS FOLLOWS:

1. Milam agrees to have the road described in the Map attached heret as Exhibit "A", paved. It is agreed said paving shall consist of "black topping". The width of said black topping shall be approximately ten (10) feet, and the distance shall be approximately seven hundred eighteen (718) feet. The cost of said paving shall be borne by Milam.

2. Milam agrees to grant to Sanders and Blackerby an easement for ingress and egress across said road. Said easement shall run with the land and inure to the benefit of Sanders and Blackerby's guests, invitees, licensees, future Grantees, and assigns.

3. Milam agrees to construct a road in substantially the same position as shown on the Map, attached to this Agreement as Exhibit "B". Milam shall clear, grade, provide proper drainage and pay for the costs of said road. The road shall be approximately twenty (20) feet wide, and shall run from the end of black topping, in Paragraph One (1) above, along the South side of the present Weygand line to intersect with the existing logging trail which continues to the southwest.

4. Sanders and Blackerby agree to allow Milam to build said road as it is understood said road is on property owned by Sanders. Sanders and Blackerby agree to cooperate to the extent reasonably necessary to allow Milam to construct said road.

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RT 1 Box 695  
Maylene, AL 35114

*Robert C. Milam*  
ROBERT C. MILAM

*Betty H. Milam*  
BETTY H. MILAM

NOTARY PUBLIC (SEAL)

*Victor Hugo I.*  
NOTARY PUBLIC (SEAL)

Joyce P. Blackerby  
JOYCE P. BLACKERBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that EDWARD E. BLACKERBY and wife, JOYCE P. BLACKERBY, whose names are signed to the foregoing Agreement, and who 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.

AND OFFICIAL SEAL this the 9 day of

*Richard J. [Signature]*

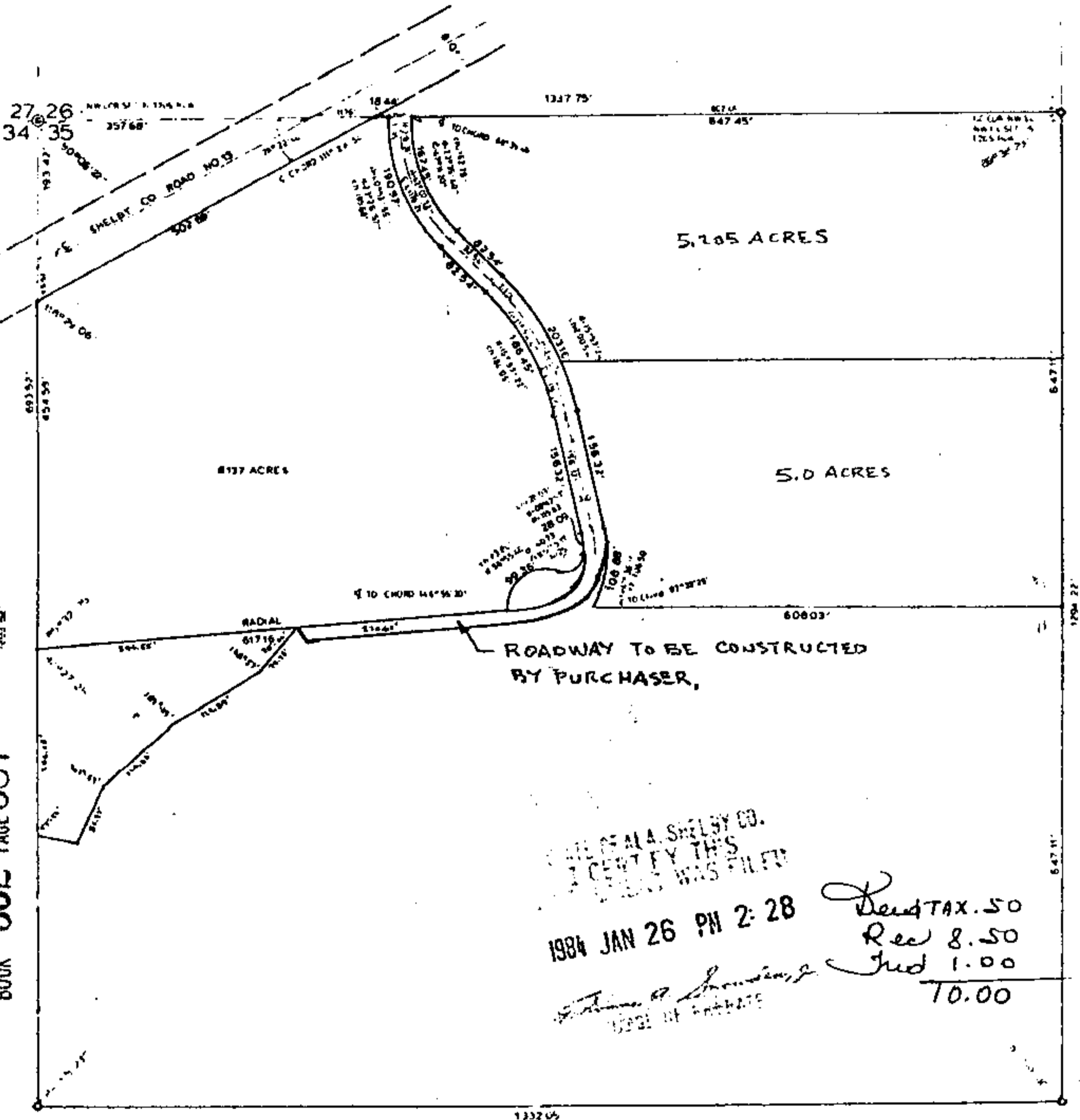
NOTARY PUBLIC (SEAL)

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**8.137 ACRES**

# EXHIBIT "B"

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DEED WAS FILED

1984 JAN 26 PM 2:28

*Thomas A. Shouse, Jr.*  
DEED BY ATTORNEY

Land TAX. 50  
Rec 8.50  
Ind 1.00  
10.00

SITUATED IN THE NW 1/4 NW 1/4  
SECTION 15, T11N, R10E, S10E  
RANGE 10 WEST, SH - CO ALA