

STATE OF ALABAMA)
SHELBY COUNTY)

1116

CROSS USE AND MAINTENANCE
AGREEMENT FOR PRIVATE
EASEMENT

WHEREAS, Parcel A, as described on Exhibit "A," attached hereto and made a part hereof, is a strip of land approximately fifty (50) feet in width and is to be used and maintained as a Private Easement for the mutual benefit and use of its owners, David E. Pawlik and wife, Michele J. Pawlik; William Hamer and wife, Elizabeth Hamer; and Burton Lungmus and wife, Mary Lou Lungmus, their respective heirs and assigns forever; and

WHEREAS, The Pawliks are the owners of Parcel X, described on Exhibit "B", attached hereto and made a part hereof; Hamers are the owners of Parcel Y, described on Exhibit "C", attached hereto and made a part hereof; and the Lungmuses are the owners of Parcel Z, described on Exhibit "D", attached hereto and made a part hereof, which Parcels are collectively served by the said Parcel A; and

WHEREAS, All Parties to this Agreement are desirous of confirming the rights, privileges, duties and responsibilities of each to the other.

WITNESS:

NOW THEREFORE, For and in consideration of the premises and mutual benefit to the Parties executing this Agreement, they do each covenant one with the other as follows:

1. Each Party as a tenant in common in the ownership of Parcel A shall have the full, free and uninterrupted use for the purpose of pedestrian and vehicular ingress and egress to and from their respective properties adjacent to Parcel A, both for their personal benefit and that of their family members, guests and invitees.

2. All cost of ad valorem taxes, maintenance, improvement and repair costs as to Parcel A shall be borne one-third each by the Parties. All work done or performed on said Parcel A shall be done in accordance with the terms of a separate written agreement between the Parties.

3. No Party, without the consent of all other Parties, shall convey any interest in and to Parcel A to any person or entity except subject to the terms of this Agreement and in

"I CERTIFY THIS TO BE A
TRUE AND CORRECT COPY."

Althea Bank

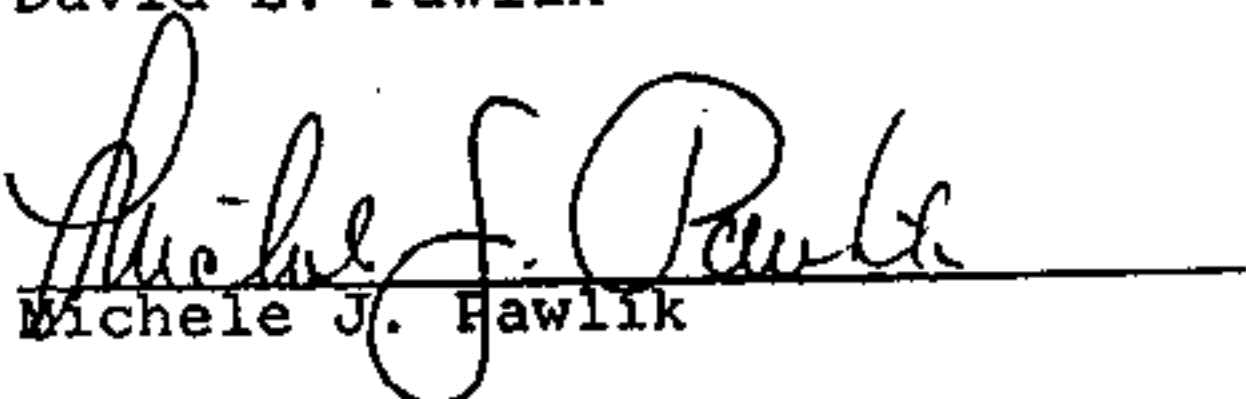
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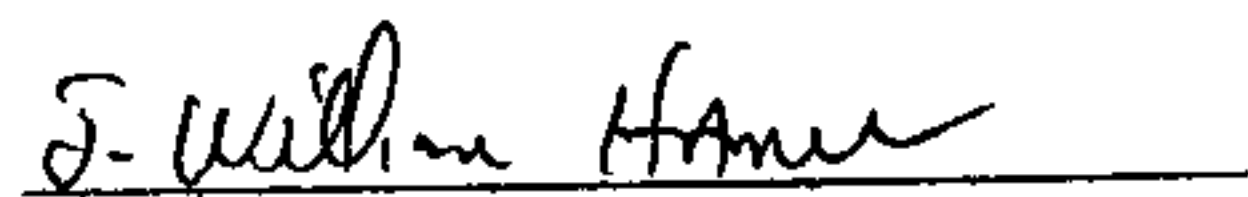
connection with the sale of all or part of their respective Parcel of land (Parcels X, Y or Z).

4. The covenants and agreement herein contained shall be covenants running with the land, and shall bind and inure to the benefit of the respective owners of Parcel X, Parcel Y and Parcel Z, and may not be amended, modified or terminated without the written consent and approval of each of said Parties, and successors and assigns.

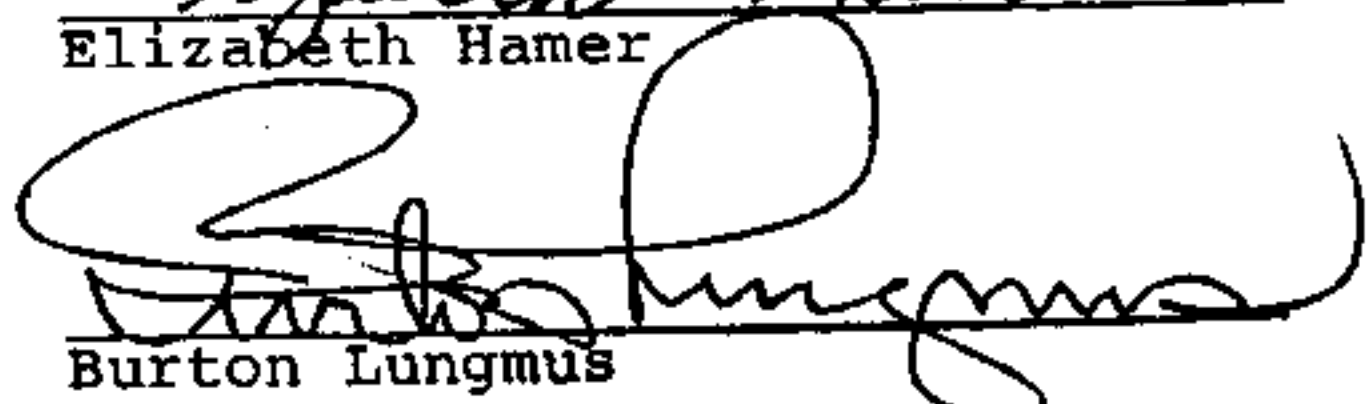
IN WITNESS WHEREOF, David E. Pawlik and wife, Michele J. Pawlik; William Hamer and wife, Elizabeth Hamer; and Burton Lungmus and wife, Mary Lou Lungmus have executed this Agreement on this the 3 day of June, 1987.


David E. Pawlik


Michele J. Pawlik


William Hamer


Elizabeth Hamer


Burton Lungmus


Mary Lou Lungmus

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that David E. Pawlik and wife, Michele J. Pawlik, 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 Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of June, 1987.


Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that William Hamer and wife, Elizabeth Hamer, 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 Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 5 day of June, 1987.


Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Burton Lungmus and wife, Mary Lou Lungmus, 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 Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of ~~June~~ ^{November}, 1987.

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

88 JAN 18 AM 8:32


JUDGE OF PROBATE


Notary Public

My Commission Expires October 9, 1990

RECORDING FEES

Recording Fee \$ 7.50

Index Fee 1.00

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