

781

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
P.O. BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned, DONALD G. ELLISON and wife, PATTIE ELLISON; WILLIS CONNELL and wife, BEVERLY CONNELL; JOHN GARY BEANE and wife, JAN BEANE; WILLIAM WALLACE PATE and wife, ERLINDA PATE; JOHNNY JONES and wife, JOHNNIE MAE JONES; and WILLIAM E. CONNELL and wife, GAYLA P. CONNELL, own property located in Section 23, Township 24 North, Range 15 East, Shelby County, Alabama, and whereas said properties are served by a road more particularly described as follows:

A non-exclusive 20-foot wide easement, for ingress and egress, said easement following along the centerline of an existing 10-foot wide dirt road and being described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 23, Township 24 North, Range 15 East, Shelby County, Alabama, and run North 0 degrees 00 minutes 00 seconds East along the West line of said Quarter-Quarter line a distance of 330.43 feet to a point; thence run South 87 degrees 54 minutes 54 seconds East a distance of 205.00 feet to the point of beginning of said 20-foot wide ingress-egress easement; thence run along the centerline of said easement the following courses: South 81 degrees 03 minutes 11 seconds East 189.23 feet; South 63 degrees 44 minutes 28 seconds East 95.36 feet; North 88 degrees 45 minutes 06 seconds East 119.53 feet; North 67 degrees 20 minutes 39 seconds East 44.70 feet; North 15 degrees 53 minutes 18 seconds East 36.39 feet; North 3 degrees 43 minutes 29 seconds West 123.41 feet; North 2 degrees 22 minutes 22 seconds East 251.18 feet; North 49 degrees 04 minutes 53 seconds East 133.82 feet; North 71 degrees 17 minutes 46 seconds East 65.06 feet; North 85 degrees 43 minutes 06 seconds East 204.42 feet; North 46 degrees 51 minutes 20 seconds East 53.46 feet; North 29 degrees 06 minutes 50 seconds West 243.48 feet; North 1 degree 47 minutes 27 seconds West 167.70 feet; North 16 degrees 11 minutes 48 seconds West 228.31 feet; North 2 degrees 54 minutes 52 seconds West 70.56 feet; North 16 degrees 51 minutes 23 seconds West 152.72 feet; North 0 degrees 25 minutes 51 seconds West 309.21 feet; North 47 degrees 07 minutes 14 seconds West 315.51 feet; North 3 degrees 42 minutes 12 seconds West 432.07 feet; North 19 degrees 52 minutes 06 seconds West 199.26 feet; North 34 degrees 58 minutes 09 seconds West 150.67 feet; North 70 degrees 22 minutes 06 seconds West 160.49 feet; North 24 degrees 55 minutes 06 seconds West 114.80 feet; North 32 degrees 26 minutes 18 seconds East 141.74 feet; North 55 degrees 17 minutes 13 minutes East 182 feet, more or less, to a point on the Westerly right-of-way line of a county dirt road and the ending point of said 20-foot wide easement.

According to survey of Joseph E. Conn, Jr., RLS #9049, dated January 2, 1990.

Whereas, the parties hereto desire to reach an agreement for maintenance of said road, which both serves and crosses their respective properties;

NOW THEREFORE, the parties hereto agree as follows:

1. The easement described hereinabove shall be a perpetual non-exclusive easement for ingress, egress, and utilities, and shall enure to the benefit of the parties hereto, and to their heirs and assigns forever.
2. Repairs shall be made to the road at such times as a majority of the parties whose residences are served by the road deem repairs to be necessary.
3. Upon such determination that repairs are necessary, the costs of such repairs shall be divided equally among the parties whose residences are then served by the road.

4. There shall be no assessment to any party whose property is served by the road, until such time as said party shall place improvements upon his or her respective property.

5. If any party shall desire to improve that portion of the road crossing his property to a greater extent than is required for normal traffic and passability, he shall not be restrained from so doing, but shall bear the costs of such additional improvements himself.

6. This agreement shall terminate at such time as the abovedescribed road is dedicated as a public road and maintained by Shelby County.

IN WITNESS WHEREOF, we have set our hands and seals, this the 12th day of March, 1990.

Donald G. Ellison
DONALD G. ELLISON

Pattie Ellison
PATTIE ELLISON

Willis M. Connell
WILLIS CONNELL

Beverly G. Connell
BEVERLY CONNELL

John H. Beane
JOHN GARY BEANE

Jan Beane
JAN BEANE

Johnny Jones
JOHNNY JONES

Johnnie Mae Jones
JOHNNIE MAE JONES

William Pate
WILLIAM WALLACE PATE

Erlinda Pate
ERLINDA PATE

William E. Connell
WILLIAM E. CONNELL

Gayla P. Connell
GAYLA P. CONNELL

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and State hereby certify that DONALD G. ELLISON and wife, PATTIE ELLISON, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March A. D. 1990.

Janet F. Parson
Notary Public
My Commission Expires 10/5/92

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that WILLIS CONNELL and wife, BEVERLY CONNELL, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March A. D. 1990.

Janet F. Panson
Notary Public
My Commission Expires 10/5/92

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that JOHN GARY BEANE and wife, JAN BEANE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March A. D. 1990.

Janet F. Panson
Notary Public
My Commission Expires 10/5/92

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that JOHNNY JONES and wife, JOHNNIE MAE JONES, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March A. D. 1990.

Janet F. Panson
Notary Public
My Commission Expires 10/5/92

BOOK 282 PAGE 33

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that WILLIAM WALLACE PATE and wife, ERLINDA PATE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of March A. D. 1990.

Janet F. Pearson

Notary Public
My Commission Expires 10/3/92

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that WILLIAM E. CONNELL and wife, GAYLA P. CONNELL, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of March A. D. 1990.

Janet F. Pearson

Notary Public
My Commission Expires 10/3/92

BOOK 282 PAGE 34

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

90 MAR 12 PM 2:34

JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 1.30
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$
Total	\$ 24.00