

STATE OF ALABAMA)
JEFFERSON COUNTY)

Inst # 1995-30131
10/20/1995-30131
12:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of October, 1995, by and between Michael J. Boohaker and wife, Misti H. Boohaker and Charlie Hearn and wife, Daphne Hearn and Eloise Terry, an unmarried woman ; and

WHEREAS, there is currently an existing roadway which has not been accepted for public maintenance, which road is designated as an existing easement on the attached survey prepared by Laurence D. Weygand dated September 26, 1995; and

WHEREAS, the parties of this Agreement own real estate which is served by this existing gravel road which runs from paved County South Shades Crest Road to the property of the parties hereto; and

WHEREAS, the parties have agreed to pay the maintenance of such road so as to reasonable provide for ingress and egress by automobile; and


WHEREAS, the parties hereto now wish to embody their agreement to share the cost of maintenance of the existing gravel road in this written document; and

WHEREAS, the parties hereto of each of the separate existing tracts agree to equally share the cost of maintenance of the road and to pay the prorata cost of such maintenance. It is

NOW THEREFORE, for and in consideration of the mutual benefits, set forth herein, the parties do agree to each pay one-third of the cost of maintenance of the existing gravel road in its condition as it now exists so as to reasonably provide for ingress and egress by automobile. No improvement of such road is required by this Agreement, and neither snow removal or chemical treatment is required. This Agreement shall be a covenant running with the title to the respective properties.

By their signatures, the parties hereto evidence their Agreement to the terms and conditions set forth above. This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

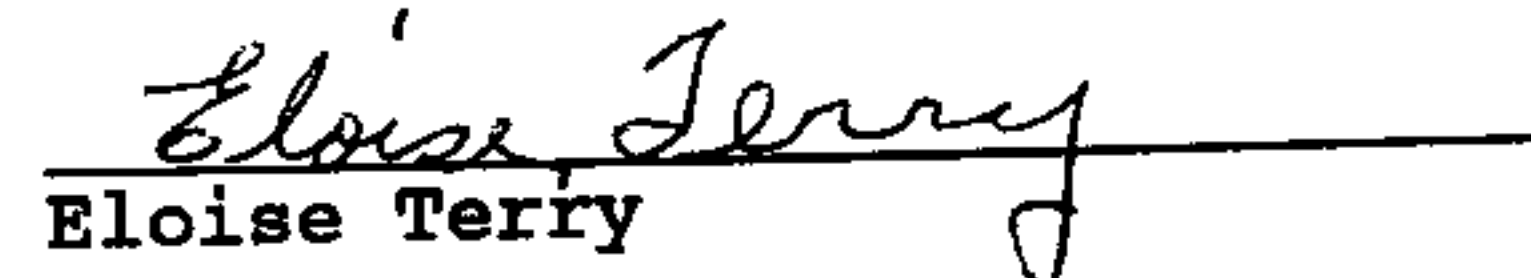
WITNESS the following signatures:


Michael J. Boohaker


Misti H. Boohaker


Charlie Hearn


Daphne Hearn


Eloise Terry

ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

On this 16th day of October, 1995, before me, a notary public, personally appeared Michael J. Boohaker and wife, Misti H. Boohaker known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

10-21-95


Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

On this 16th day of October, 1995, before me, a notary public, personally appeared Charlie Hearn and wife, Daphne Hearn known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

1/6/96

Latrice Yancey
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

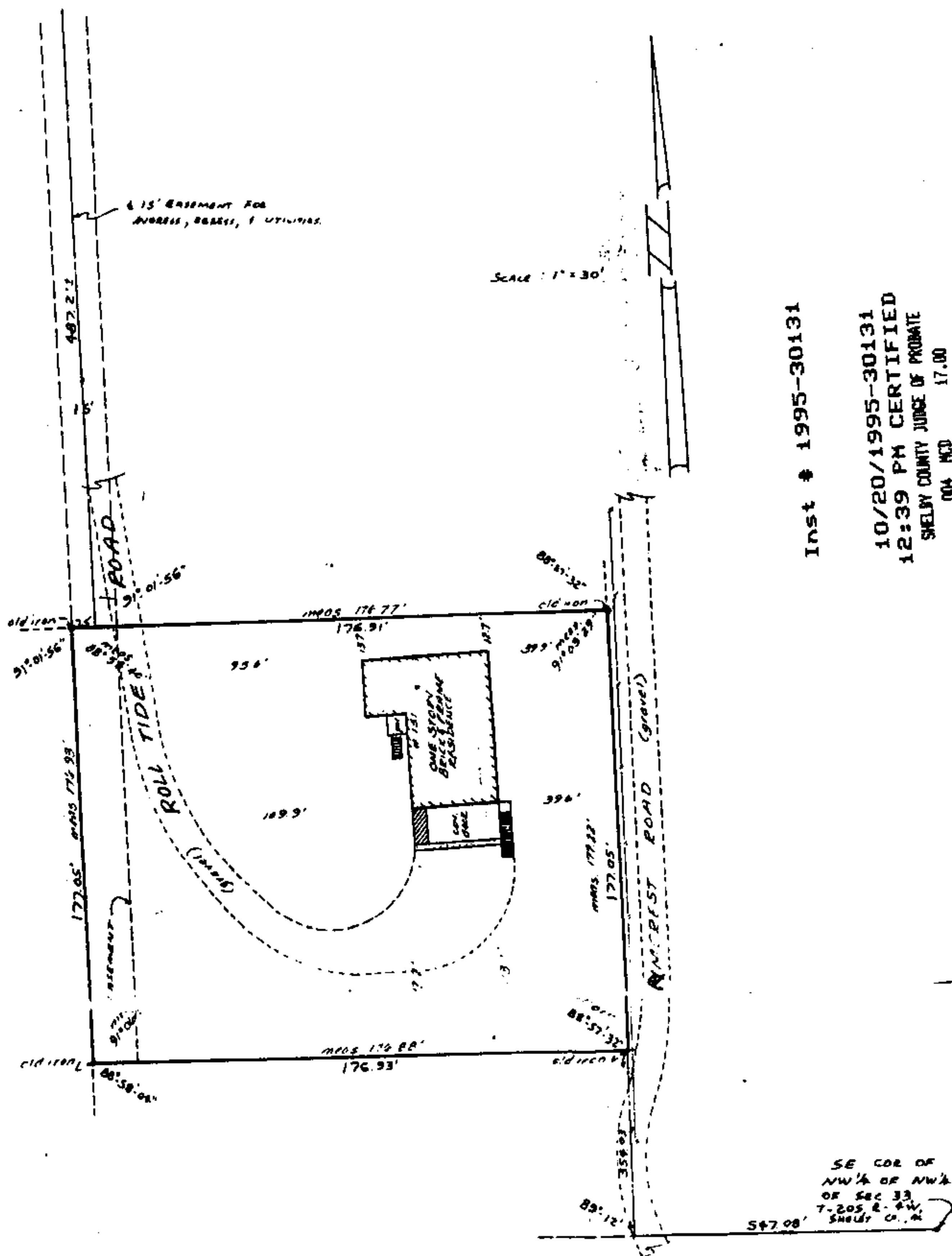
On this 16th day of October, 1995, before me, a notary public, personally appeared Eloise Terry, an unmarried woman known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

1/6/96

Latrice Yancey
Notary Public



State of Alabama)
Shelby County)

"AS-BUILT SURVEY"

I, Laurence D. Weygand, Registered Engineer-Land Surveyor, certify that I have surveyed the land shown hereon and described below; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said land except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that this property is not located in a special flood hazard area; that improvements are located as shown above; that this survey meets the minimum technical standards for surveys as required by the State of Alabama (using 14" long #5 iron rebar); and that the correct description is as follows:

A parcel of land containing 0.72 acre, more or less, located in the NW 1/4 of the NW 1/4 of Section 33, Township 20 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the SE corner of said 1/4-1/4 Section; Thence run West along the South line of said 1/4-1/4 Section a distance of 547.08 feet; Thence turn right 89 degrees 12 minutes 00 seconds a distance of 354.03 feet to the point of beginning; Thence continue last course a distance of 177.05 feet; thence turn left 88 degrees 57 minutes 32 seconds a distance of 176.91 feet; thence turn left 91 degrees 01 minutes 56 seconds a distance of 177.05; thence turn left 88 degrees 58 minutes 04 seconds a distance of 176.93 feet to the point of beginning.

Also a 15 foot easement for the purpose of ingress, egress and utilities, 7-1/2 feet on each side of the following described centerline; Commence at the NW corner of the above described parcel; thence run Easterly along the North line of said parcel a distance of 7-1/2 feet to the point of beginning of said centerline; thence turn left 91 degrees 01 minutes 36 seconds a distance of 487.2 feet, more or less, to the Southerly right-of-way of South Shades Crest Road and the end of said centerline.

There exists a 15 foot easement along the West line of the above described parcel.

According to my survey of: September 26, 1995
Order No.: 56735
Purchaser: Boothwater
Address: 151 Roll Tide Road
Flood Zone: C S.P. 0018121 0025A

Laurence D. Weygand
Reg. P.E.-L.E. #10373
169 Oxmoor Road, PH: 942-008
Homewood, AL 35209

