

MAINTENANCE AGREEMENT  
FOR  
DRIVEWAY/INGRESS-EGRESS EASEMENT

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

WHEREAS, the undersigned, Eugene Erwin Raughley, Jr. and Kathy Raughley, are the owners of the property shown on the attached survey in Shelby County, Alabama, said property being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "the Property"), and

WHEREAS, there is a driveway, described below as the "Ingress-Egress Easement", which is located on property which adjoins the Property.

WHEREAS, said driveway and Ingress-Egress Easement serve the Property and property owned by other persons. The undersigned desire to state their agreement to pay their share of the cost to maintain said driveway and Ingress-Egress Easement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and mutual benefits of the parties, Eugene Erwin Raughley, Jr. and Kathy Raughley agree to pay their share of the cost to maintain the Ingress-Egress Easement for the driveway purposes as shown on the attached survey by Melvin R. Reynolds, registered land surveyor, dated May 29, 1997, said Ingress-Egress easement having been more particularly described in that certain Deed recorded in Instrument #1995-11723, in the Office of the Judge of Probate of Shelby County, Alabama, as required the laws of the State of Alabama or Common Law.

This agreement shall be a covenant running with the Property and shall be binding upon the present and subsequent owners of the Property, their heirs, executors, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 30 day of May, 1997.

5/30/97 Eugene Erwin Raughley, Jr.  
Eugene Erwin Raughley, Jr.  
5/30/97 Kathy Raughley  
Kathy Raughley

06/04/1997-17412  
10:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 13.50

Inst # 1997-17412

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eugene Erwin Raughley, Jr. and wife, Kathy Raughley, whose names are signed to the foregoing Maintenance 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.

Given under my hand and official seal, this the 30 day of May, 1997.

*Reggie Marie Huckley*  
NOTARY PUBLIC

My Commission expires: 11-20-2000

**EXHIBIT "A" TO  
Maintenance Agreement  
For  
Driveway/Ingress-Egress Easement**

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A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section and run East along the North line of said Quarter-Quarter Section 522.20 feet; thence 38 degrees, 03 minutes, 26 seconds right and run in a Southeasterly direction a distance of 477.63 feet to the point of beginning; thence 1 degree, 55 minutes, 23 seconds left and run in a Southeasterly direction a distance of 242 feet; thence 90 degrees right and run in a Southwesterly direction a distance of 180 feet; thence 90 degrees right in a Northwesterly direction a distance of 242 feet; thence 90 degrees right in a Northeasterly direction a distance of 180 feet to the point of beginning.

  
INITIALS  
  
INITIALS

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