

ROAD MAINTENANCE AGREEMENT

We, Robert N. Green, are the owners of 170 Tiger Lane, Helena, AL35080, being more particularly described as Exhibit "A".

AND

We, Jason L. Green and Jennifer E. Green, are the owners of 205 Tiger Lane, Helena, AL 35080, being more particularly described as Exhibit "B".

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the ingress egress easement being more particularly described as Exhibit "C".

Each Party Agrees as Follows:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance and repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to each party.

2. **Payment.** The cost for agreed maintenance and repair shall be borne and shared equally by the owners of the parcels having equal access therefrom. In the consent to repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.

3. **Successors in Interest.** This agreement is binding on the heirs, assigns and successors in interest of the parties.

4. **Underground Utilities Repairs.** Whenever changes to or emergency repairs are required to the underground servicing systems (Including but not limited to: Gas, Water, Electricity, Sewer, Cable, and Phone) that require breaking the surface of the easement property to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for change or repair shall be agreed to by the property owner prior to initiation.

5. **Damage.** It is also understood and agreed that if that owner of a parcel having access over this easement damages or disturbs the surface of the roadway over this easement, (other than normal automobile and servicing ingress and egress.) Then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.

6. **Unpaid Costs or Unrepaired Damage to be a Lien on Land.** In the event a party does not pay his or her pro rata share on costs within thirty (30) days after it is requested or a party responsible for damage to the roadway does not immediately correct the damage, then the remaining parties shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby. Said lien shall be foreclosable as a mortgage pursuant to the laws of the state of Alabama.

Signed this 18th day of May, 2012.

* Robert N. Green
Robert N. Green

Jason L. Green
Jason L. Green

Jennifer E. Green
Jennifer E. Green

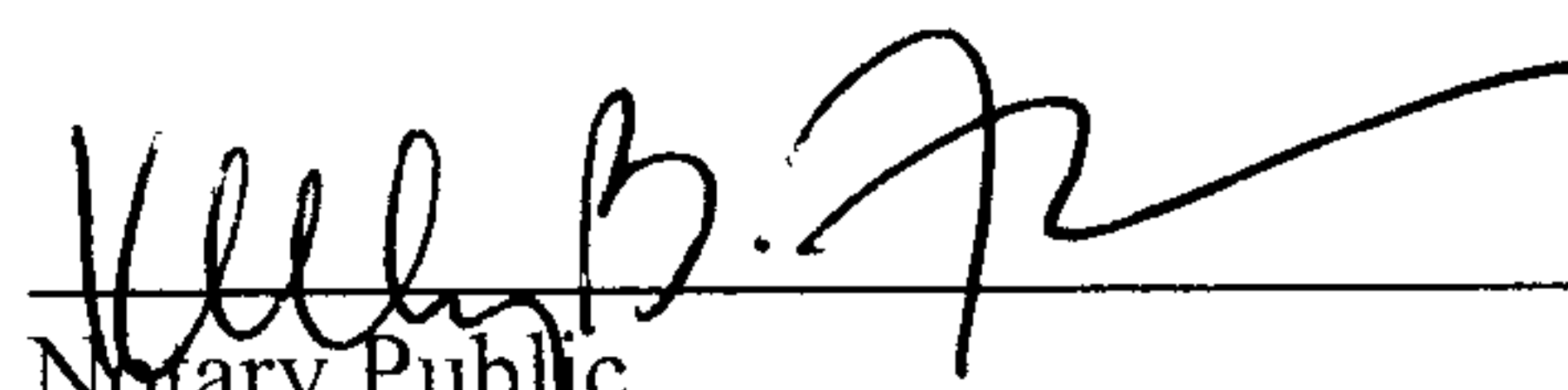
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Shelby Cnty Judge of Probate, AL
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**STATE OF ALABAMA
COUNTY OF SHELBY**

I, Kelly B. Furgerson, a Notary Public in and for said County, in said State, hereby certify that Jason L. Green and Jennifer E. Green whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 18th day of May, 2012.

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014

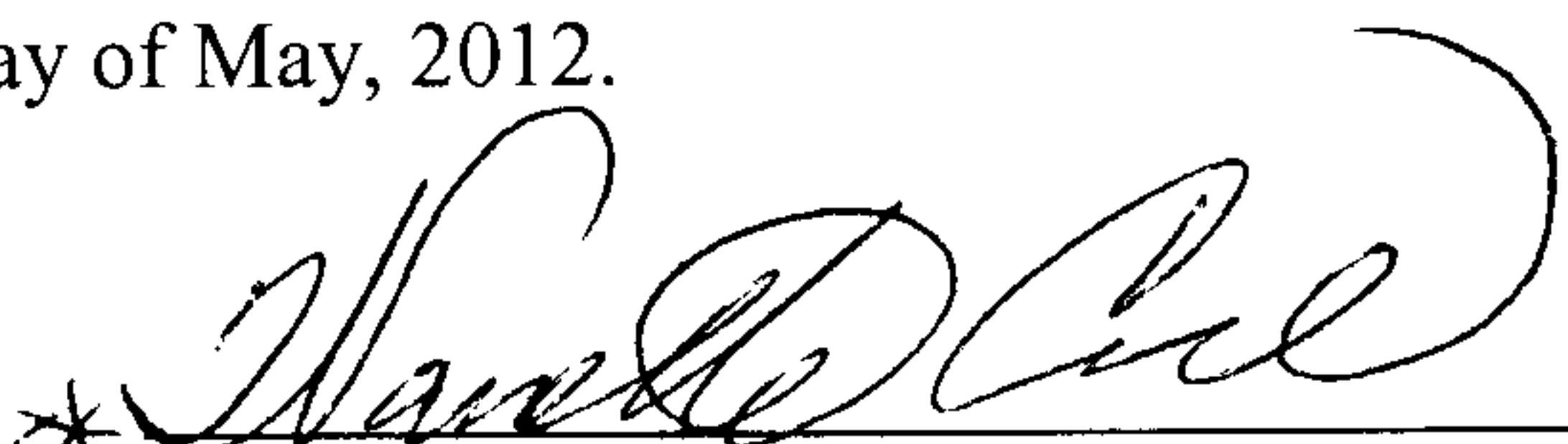


Notary Public
My Commission Expires: 10-20-2014

**STATE OF ALABAMA
COUNTY OF SHELBY**

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

Given under my hand and official seal, this 18th day of May, 2012.



Notary Public
* My Commission Expires: 8-18-2014

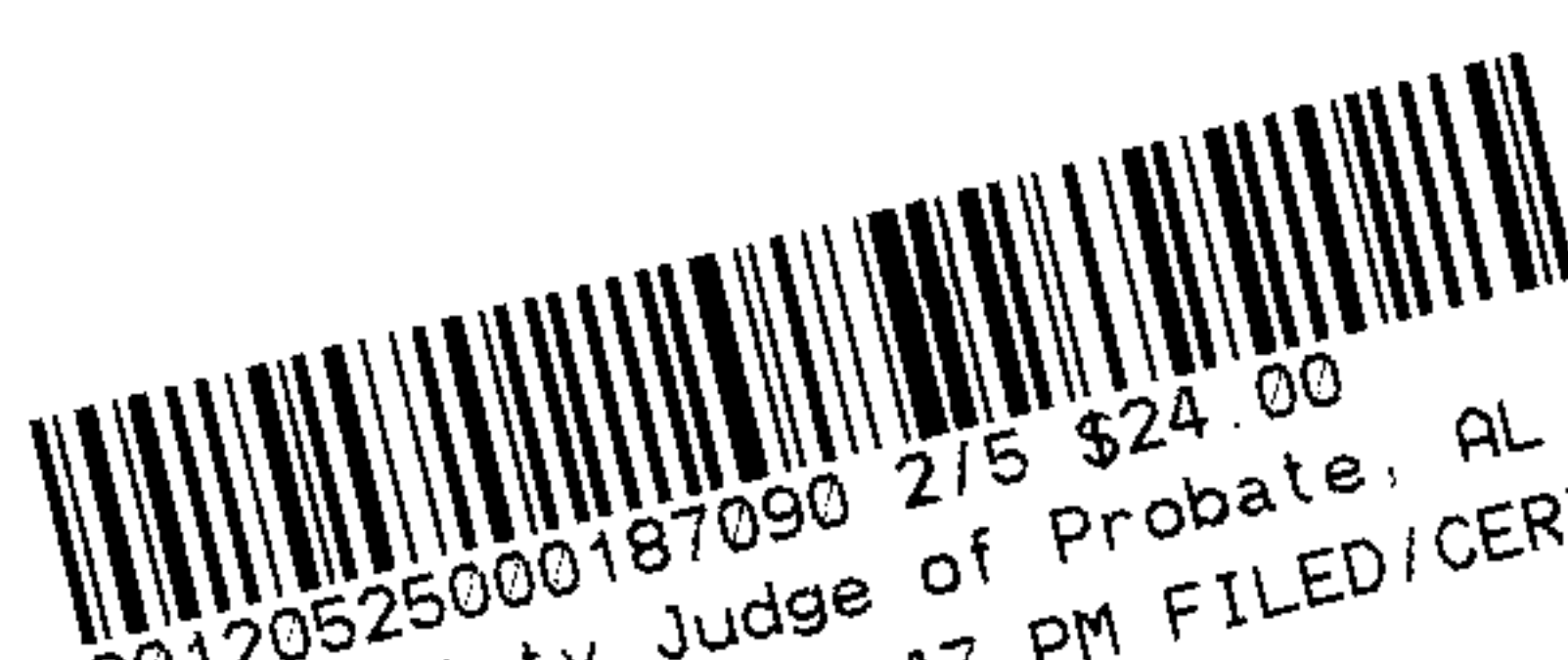

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EXHIBIT "A"

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 4 West, Shelby County, Alabama.

Less and Except:

Commence at the Southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section and run North $04^{\circ}23'22''$ West along the West boundary 187.23 feet to an iron; thence run South $89^{\circ}51'44''$ East parallel to the South boundary 290.50 feet to an iron; thence run South $04^{\circ}23'22''$ East parallel to the West boundary 187.23 feet to an iron at the intersection of the South boundary of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence run North $89^{\circ}51'44''$ West along said boundary 290.50 feet to the point of beginning.



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EXHIBIT "B"

A parcel of land located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section and run North $04^{\circ}23'22''$ West along the West boundary 187.23 feet to an iron; thence run South $89^{\circ}51'44''$ East parallel to the South boundary 290.50 feet to an iron; thence run South $04^{\circ}23'22''$ East parallel to the West boundary 187.23 feet to an iron at the intersection of the South boundary of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence run North $89^{\circ}51'44''$ West along said boundary 290.50 feet to the point of beginning.

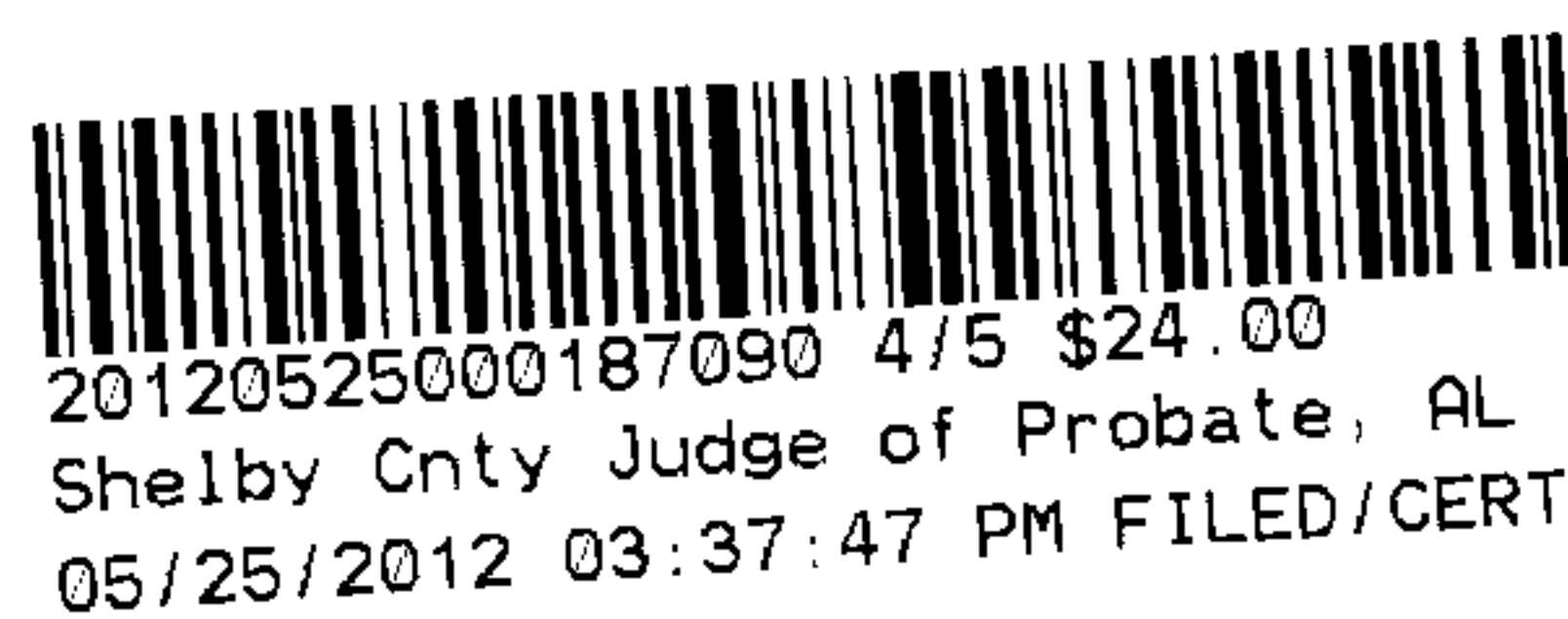


EXHIBIT "C"

A right of way 20 feet in width along an existing drive whose centerline is described as follows:

Commence at the Northwest corner of the above described tract and run South 89 degrees 51 minutes 44 seconds East along the North boundary 193.31 feet to the Intersection of the centerline of an existing gravel drive, said point being the Point of Beginning; thence run North 53 degrees 34 minutes 44 seconds East along said centerline 119.18 feet; thence run South 76 degrees 49 minutes 11 seconds East along said centerline 55.54 feet; thence run North 87 degrees 09 minutes 50 seconds East along said centerline 31.40 feet; thence run North 75 degrees 41 minutes 36 seconds East along said centerline 120.03 feet; thence run North 72 degrees 09 minutes 56 seconds East along said centerline 111.20 feet to the intersection of the centerline of Tiger Lane; thence run South 59 degrees 17 minutes 11 seconds East along said centerline of Tiger Lane 154.17 feet; thence run South 51 degrees 48 minutes 12 seconds East along said centerline 104.92 feet; thence run South 37 degrees 25 minutes 12 seconds East along said centerline 168.01 feet; thence run South 23 degrees 57 minutes 24 seconds East along said centerline 116.60 feet; thence run South 36 degrees 54 minutes 24 seconds East along said centerline 138.74 feet; thence run South 19 degrees 43 minutes 24 seconds East along said centerline 104.05 feet to the intersection of the North right of way of Shelby County Highway No. 13, said point being the termination of said right of way.

Also an easement to the following described property:

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 7, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said 1/4 - 1/4 section and run North 04 degrees 23 minutes 22 seconds West along the West boundary 187.23; thence run South 89 degrees 51 minutes 44 seconds East 290.50 feet to the Point of Beginning; thence run North 76 degrees East 150 feet; thence run South 04 degrees 23 minutes 22 seconds East 110 feet; thence run South 76 degrees West 150.0 feet; thence run North 04 degrees 23 minutes 22 seconds West 110 feet to the Point of Beginning.

