

STATE OF ALABAMA)
COUNTY OF SHELBY)

This instrument was prepared by:
DANIEL M. SPITLER
ATTORNEY AT LAW
Spitler Building - Suite 100
1970 Chandler South Office Bldg.
PELSHAM, ALABAMA 35124



19780925000128600 1/2 \$.00
Shelby Cnty Judge of Probate, AL
09/25/1978 12:00:00 AM FILED/CERT

972

A G R E E M E N T

This Agreement entered into this 13th day of September, 1978, by and between Calvin Reid Construction Co., Inc., hereinafter for convenience called "Seller", and W. Gary Floyd and wife, Brenda L. Floyd, hereinafter for convenience called "Purchasers".

WHEREAS, Purchasers are this date purchasing from Seller certain real property in Shelby County, Alabama, more particularly described as follows, to-wit: Lot 12, according to the Survey of Riverchase West Residential Subdivision, 1st Addition, as recorded in Map Book 7, Page 2, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, there exists a utility easement on the East side of said property on which is constructed a driveway; and

WHEREAS, it is the purpose of this Agreement to provide for repairs to said driveway in the event it is necessary to work on the sewer line contained in the easement or other utilities.

NOW, THEREFORE, in consideration of the undersigned Purchasers purchasing and the undersigned Seller selling the above described real property, the sufficiency of which is hereby acknowledged and the covenants of this Agreement, the parties agree as follows:

1. Seller shall be responsible for replacing the driveway in the event it is removed and not replaced in connection with utilities in said easement for a period of five (5) years from date.
2. Purchasers agree that they, their heirs and assigns, will repair the driveway in the event it is removed and not replaced by a utility company or companies after five (5) years from date.
3. This Agreement is binding upon the successors, heirs, assigns and grantees of the parties hereto and shall run with the land.

Daniel Spitler

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Done the date first set out above.

CALVIN REID CONSTRUCTION CO., INC.

BY Calvin Reid
Its President - Seller

W. Gary Floyd
W. Gary Floyd - Purchaser

Brenda L. Floyd
Brenda L. Floyd - Purchaser

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Calvin Reid, whose name as President of Calvin Reid Construction Co., Inc., a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13th day of September, 1978.

Virginia T. Swin
Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Gary Floyd and wife, Brenda L. Floyd, 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 and official seal this 13th day of September, 1978.

Virginia T. Swin
Notary Public

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

1978 SEP 25 AM 9:08 Rec. 3.00
1.00

Thomas P. Shores, Jr.
JUDGE OF PROBATE

4.00