

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

ROAD AND MAINTENANCE AGREEMENT

THIS ROAD AND MAINTENANCE AGREEMENT is made and entered into this 30th day of May, 1986, by and between Greg A. Church, an individual ("Church"), and Bert N. Adams, an individual, and William W. Adams, Jr., an individual, (herein collectively "Adams").

WHEREAS, simultaneously with execution of these presents, Adams among others, have conveyed to Church Easements for Ingress/Egress and Roadway purposes; and

WHEREAS, the purpose of this Agreement is to set forth with particularity the mutual rights and responsibilities as between the parties hereto with respect to the Roadway which Church has agreed to construct within the Easements granted Church.

NOW, THEREFORE, in consideration of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do agree among themselves as follows:

1. Agreement to Construct Road. Church at his sole cost and expense agrees to construct a Roadway within the Easements which have been granted Church which Easements are described with particularity in Exhibit "A" and are recorded in Real Volume 075, Page 902; Real Volume 075, Page 905; Real Volume 075, Page 908; Real Volume 075, Page 910; all in the Office of the Judge of Probate of Shelby County, Alabama. Church agrees to build said Roadway by clearing same and using a dirt surface crowned and ditched for all weather approximately eighteen (18) feet in width, with culverts as needed. Church agrees to expend in construction of said Roadway an amount necessary to construct said roadway, which amount is estimated to be Forty Five Thousand and no/100 Dollars (\$45,000.00). The parties hereto shall agree on the design of the Roadway prior to commencement of construction.

2. Indemnification from Liability. Church hereby agrees during the construction of said Roadway to maintain liability insurance with the Adams' named as additional insureds and Church further agrees to indemnify and hold harmless Adams from any and all costs or expenses and damages on account of construction of said Roadway or the use of said Roadway by Church, his guests, licensees, heirs and assigns.

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Church does herewith consent to and grant a continuing lien on his real property conveyed to him by Adams for the purpose of securing his performance of all the obligations and indemnification set forth with particularity in this Agreement.

3. Dedication to County. Either of the parties hereto may, at their election, improve said Roadway to Shelby County standards and the party initiating such improvements shall pay sixty percent (60%) of the costs of improvements and the other party shall pay forty percent (40%) of such costs.

4. Roadway Maintenance. Church and Adams shall contribute the costs of maintenance of the Roadway according to useage by the respective parties, or their assigns and licensees. During the first 12 months of this Agreement, maintenance costs will be divided 85% to Church and 15% to Adams, total not to exceed \$15,000.00. Thereafter, the parties will allocate costs on the anniversary date hereof based upon proven usage; however, if the parties do not agree on new allocations, the 85%-15% allocation shall prevail. In the event of a dispute the same may be submitted by either party to binding arbitration under rules of the American Arbitration Society. Any extraordinary wear and tear on the Roadway shall be repaired by the person responsible.

5. Entire Agreement. This Road and Maintenance Agreement constitutes and contains an entire agreement and understanding between the parties hereto pertaining to the subject matter and supersedes and replaces all prior negotiations, proposed agreements or agreements written or oral of the parties hereto. This Roadway and Maintenance Agreement may not be modified or amended except pursuant to a written instrument executed by both parties. The Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This roadway Agreement shall be binding upon and shall enure to the benefit of all of the parties hereto and their respective heirs and assigns.

On this the 19 day of May, 1986.

Bert N. Adams
Bert N. Adams

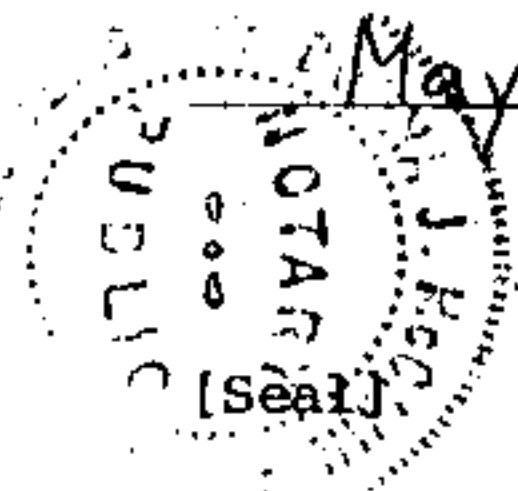
William W. Adams, Jr.
William W. Adams, Jr.

Greg A. Church
Greg A. Church

STATE OF Wisconsin
COUNTY OF Dane

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BERT N. ADAMS, whose name is signed to the foregoing instrument, and who is known to me, Donna J. McCann acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of May, 1986.



Donna J. McCann
NOTARY PUBLIC
My Commission Expires: 9-14-86

STATE OF Massachusetts
COUNTY OF Suffolk

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM W. ADAMS, JR., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of May, 1986.

[Seal]
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN 11 AM 9:34

Will W. Adams
NOTARY PUBLIC
My Commission Expires: April 11, 1990

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GREG A. CHURCH, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of May, 1986.

Greg A. Church

[Seal]

Greg A. Church
NOTARY PUBLIC
My Commission Expires: 12/28/87