

STATE OF ALABAMA)

COUNTY OF SHELBY)

MAINTENANCE AGREEMENT

THIS AGREEMENT is by and between James H. Burchfield and James H. Burchfield, Jr. and is dated this 7th day February, 1990.

B A C K G R O U N D

James H. Burchfield is the grantor of that certain Easement For Ingress and Egress, a copy of which is attached hereto as Exhibit "A." James H. Burchfield, Jr. is the grantee. James H. Burchfield and James H. Burchfield, Jr. are the sole users of the roadway over which the easement runs, and James H. Burchfield and James H. Burchfield, Jr. have agreed jointly to maintain the roadway.

The purpose of this instrument is to set out the obligations agreed to between the parties hereto and to bind the performance thereof.

NOW, THEREFORE, in consideration of the premises, James H. Burchfield and James H. Burchfield, Jr. do hereby agree as follows:

1. The roadway will be maintained in a manner and up to a standard not less than that which presently exists.
2. The cost of maintaining the roadway will be borne equally between the parties hereto.
3. In the event that the roadway is in need of maintenance and repairs and one party hereto fails or refuses to contribute his one-half portion of the cost thereof, the other party may advance the funds and have the work performed and have a right of action against the non-contributing party for the cost thereof, plus interest and attorney's fees.
4. These covenants are intended to run with the land and shall bind the heirs and assigns of the parties hereto.

BOOK 278 PAGE 987

✓ James J. Odom

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above-written.

WITNESSES:

James H. Burchfield
James H. Burchfield
James H. Burchfield, Jr.
James H. Burchfield, Jr.

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Given under my hand and seal this 7th day of February, 1990.

Loraine S. Cantrell
Notary Public

My Commission Expires: 6-21-93

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Given under my hand and seal this 7th day of February, 1990.

Loraine S. Cantrell
Notary Public

My Commission Expires: 6-21-93

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 9.00

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
211-B Yeager Parkway
Pelham, AL 35124

STATE OF ALABAMA)

COUNTY OF SHELBY)

EASEMENT FOR INGRESS AND EGRESS

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of the premises and Love and Affection, we, James H. Burchfield and wife, Nellie M. Burchfield (referred to herein, together, as "Grantor"), do hereby grant, bargain, sell and convey unto James H. Burchfield, Jr. (herein referred to as "Grantee"), a perpetual easement for access to the following described property:

A parcel of land situated part in the SE 1/4 of the NW 1/4 and part in the SW 1/4 of the NE 1/4 of Section 2, Township 22 South, Range 2 West, described as follows: Commence at the SE corner of the SE 1/4 of the NW 1/4 of Section 2 and go North 87 degrees 30 minutes 35 seconds East for 12.48 feet to an existing iron pin; thence North 00 degrees 47 minutes 16 seconds West for 663.95 feet to the Point of Beginning; thence continue along previous course for 200.00 feet; thence South 89 degrees 50 minutes 13 seconds West for 155.04 feet; thence South 00 degrees 13 minutes 45 seconds East for 200.00 feet; thence North 89 degrees 49 minutes 57 seconds East for 157.00 feet to the Point of Beginning. Situated in Shelby County, Alabama.

The easement granted hereby is for ingress and egress from Shelby County Highway 42 to and from the above-described parcel of land, across, over and along the existing roadway. The said easement has a width of 19.8 feet at the South right-of-way line of Highway 42 and widens to 30 feet, as shown on the map of James A. Riggins, dated August 28, 1989, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, his heirs

2520 - Crossbow Dr.
Bham, Al. 35214

EXHIBIT A

and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of February, 1990.

WITNESSES:

James H. Burchfield Sr.
James H. Burchfield

Nellie M. Burchfield
Nellie M. Burchfield

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Burchfield and wife, Nellie M. Burchfield, whose names are signed to the foregoing conveyance, 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 seal this 5th day of February, 1990.

Louise S. Cantrell
Notary Public

My Commission Expires: 6-21-93

066 PAGE 990 278 PAGE 363 277 PAGE 363 0008

DATE: August 28, 1987

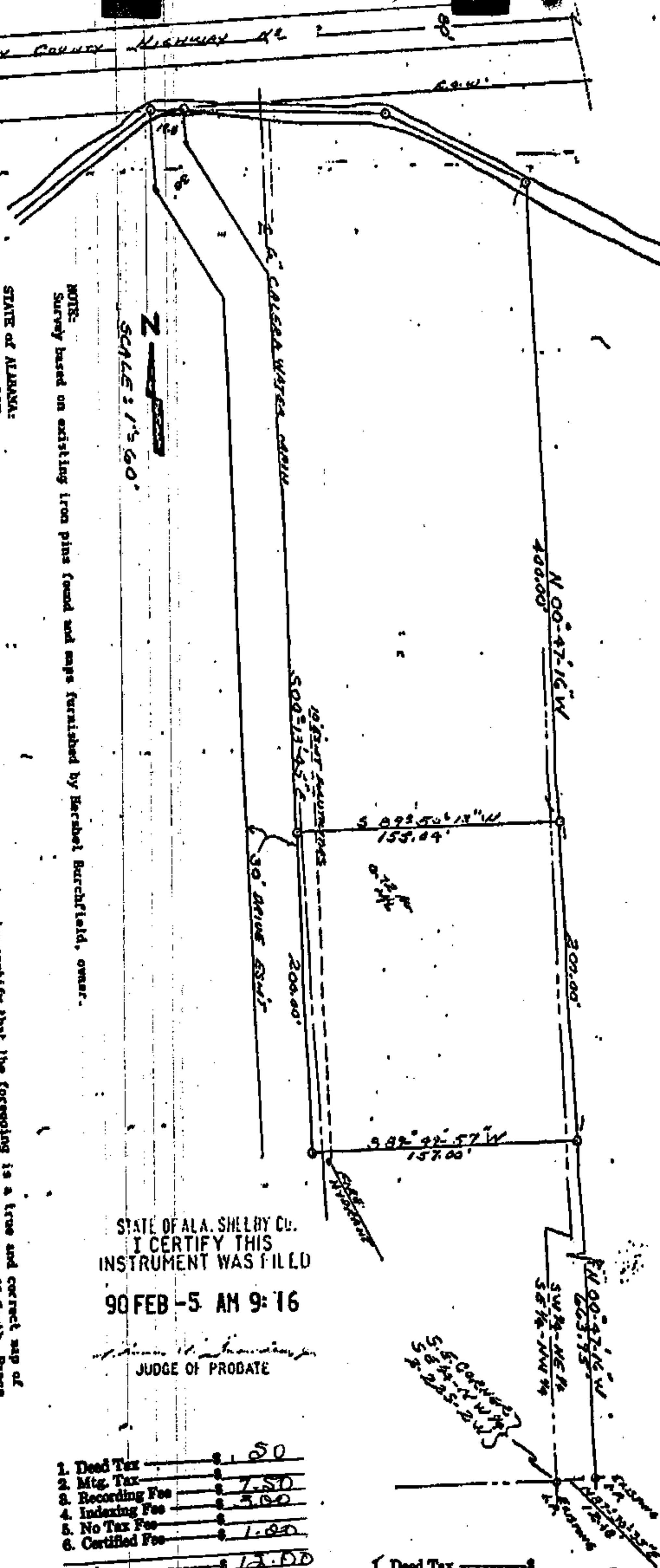
SIGNED: James A. Higgins
James A. Higgins Reg. No. 9428

Subject property is not in a flood hazard area according to F.I.R.M. Panel No. 010191 0125 B dated September 16, 1982.

STATE OF ALABAMA:
COUNTY OF SHELBY:
I, James A. Higgins, a registered Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and correct map of a parcel of land situated part in the S.E. 1/4 of the N.W. 1/4 and part in the S.W. 1/4 of the N.E. 1/4 of Section 2, Township 22 South, Range 2 West, described as follows:
Commence at the S.E. Corner of the S.E. 1/4 of the N.W. 1/4 of Section 2 and go North 87 Degrees 38 Minutes 35 Seconds East for 12.60 feet to an existing iron pin; thence North 88 Degrees 47 Minutes 16 Seconds West for 663.95 feet to the Point of Beginning; thence South 80 Degrees 13 Minutes 45 Seconds East for 208.08 feet; thence South 69 Degrees 50 Minutes 13 Seconds West for 155.84 feet; thence South 60 Degrees 13 Minutes 45 Seconds East for 208.08 feet; thence North 89 Degrees 49 Minutes 57 Seconds East for 157.00 feet to the Point of Beginning.

NOTE:
Survey based on existing iron pins found and maps furnished by Herbert Burchfield, owner.

SCALE: 1" = 60'



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 FEB -5 AM 9:16

JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 FEB 15 AM 8:46

JUDGE OF PROBATE

1. Deed Tax	\$.50
2. Mtg. Tax	\$.00
3. Recording Fee	\$ 7.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$.00
Total	\$ 12.00

1. Deed Tax	\$.50
2. Mtg. Tax	\$.00
3. Recording Fee	\$ 12.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$.00
Total	\$ 16.50