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THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY  
POST OFFICE BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

EASEMENT AND MAINTENANCE AGREEMENT

Whereas, Loyd L. Anderson, a single man, and W. Scott Vaughn and wife, Denise B. Vaughn, do hereby make the following agreement:

Whereas, Loyd L. Anderson is the owner of that certain property described as follows:

PARCEL A: Tracts 446-455-458-467 and that part of Tract 441 which lies West of Spring Creek Road, according to Loyd's Map, otherwise described as the N 1/2 of the N 1/2 of the SW 1/4, of Section 20, Township 22, Range 2 West (EXCEPT Tract 441, which may be in the NW 1/4 of the SE 1/4 of Section 20, Township 22, Range 2 West.)

PARCELS B & D: A strip of land 50 feet wide, more or less, lying along the South side of Tracts 467 and 458, according to Loyd's Map, also lying along the North side of the S 1/2 of the SW 1/4 of Section 20, Township 22, Range 2 West.

PARCEL C: A Strip of land West of Spring Creek Road, 42-5 feet wide, more or less, lying along the North side of Tracts 455 and 446, according to Loyd's Map, also described as being the South 42-5 feet of the SE 1/4 of the NW 1/4 of Section 20, Township 22, Range 2 West.

Situated in Shelby County, Alabama.

LESS AND EXCEPT property described in Real Book 142, Page 650, recorded in Probate Office of Shelby County, Alabama.

LESS AND EXCEPT those parts sold heretofore.

Whereas, W. Scott Vaughn is the owner of that certain parcel described as follows:

Commencing at the NW corner of the N 1/2 of the N 1/2 of the SW 1/4 of Section 20, Township 22 South, Range 2 West, and run East along the North line of the N 1/2 of the N 1/2 of said SW 1/4 a distance of 770 feet to the point of beginning, being the NE corner of the tract of land conveyed by Loyd L. Anderson to Tommy R. Palmer and Loretta L. Palmer by deed recorded in Real Record 209, Page 279, in the Probate Office of Shelby County, Alabama; then continue East along the North line of the N 1/2 of the N 1/2 of said SW 1/4 to the West line of the tract of land conveyed by Loyd L. Anderson to W. Scott Vaughn recorded in Real Record 209, Page 288, in the Probate Office of Shelby County, Alabama; then turn right and run South 01 degrees 28 minutes 34 seconds East along the West line of W. Scott Vaughn's land and extension thereof, a distance of 427 feet; thence turn right and run West along a course which intersects and runs along the North margin of an existing chert access road to the East boundary of said Palmer land referred to above; then turn right and run North parallel with the West line of the N 1/2 of the N 1/2 of said SW 1/4 and along the East line of said Palmer land to the point of beginning.

Also, a portion of Tracts 458 and 467, according to Loyd's Map, otherwise described as beginning at the NW corner of the N 1/2 of the N 1/2 of the SW 1/4 of Section 20, Township 22 South, Range 2 West,

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Mike A

and run South along the West line of said N 1/2 of the N 1/2 of the SW 1/4 of said Section 480 feet; then turn left and run East parallel with the North line of said N 1/2 of the N 1/2 of the SW 1/4 of said Section 770 feet; then turn left and run North parallel with the West line of said N 1/2 of the N 1/2 of the SW 1/4 of said Section 480 feet; thence turn left and run West along the North line of said N 1/2 of the N 1/2 of the SW 1/4 of said Section 770 feet to the point of beginning.

ALSO, a non-exclusive easement, for ingress and egress over the existing chert road leading from Shelby County Highway No. 63 to the above described property.

Situated in Shelby County, Alabama.

And Whereas, there is a chert road extending from Shelby County Highway No. 63, across the property of Loyd L. Anderson that is currently being used for ingress and egress to and from the property of W. Scott Vaughn, and whereas, it is the intention of the parties to this agreement to make provisions for the maintenance of said chert road;

NOW, THEREFORE, in consideration of the premises, the parties do hereby agree as follows:

1. Loyd L. Anderson does hereby grant, sell, bargain, and convey unto W. Scott Vaughn and Denise B. Vaughn, a non-exclusive right of way for ingress and egress over and across the existing chert road on the property described hereinabove, and does further agree that W. Scott Vaughn and Denise B. Vaughn shall have the right to maintain said chert road in such condition that it is suitable for passage of motor vehicles. Loyd L. Anderson assumes no responsibility for the maintenance of said road, but Loyd L. Anderson, his successors and/or assigns reserve the right to maintain said road, if they so desire.

2. W. Scott Vaughn and Denise B. Vaughn do hereby accept the easement and agree to maintain said easement in a passable condition, and do further agree to maintain the continuation of said chert road to the residence located upon their property in such condition as is suitable for vehicular passage. W. Scott Vaughn and Denise B. Vaughn, their heirs, successors, and assigns, shall not however prohibit Loyd L. Anderson, his heirs, successors, and assigns from maintaining said road, if they so desire.

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5<sup>th</sup> IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of August, 1991.

1. 1.50  
2. 3.00  
3. 3.00  
4. 1.00  
5. 1.00  
6. 1.00  
Total 9.50

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 AUG 12 AM 8:26

JUDGE OF PROBATE

Loyd L. Anderson  
Loyd L. Anderson

W. Scott Vaughn  
W. Scott Vaughn

Denise B. Vaughn  
Denise B. Vaughn

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Loyd L. Anderson, W. Scott Vaughn, and Denise B. Vaughn, 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6<sup>th</sup> day of August, 1991.

[Signature]  
Notary Public