

STATE OF ALABAMA

COUNTY OF SHELBY

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 2nd day of September, 1993, by and between DANIEL R. OLDHAM and spouse (if any) hereinafter referred to as "STEVE W. CHMIELEWSKI" hereinafter referred to as "CHMIELEWSKI"; FRANK SLEDGE and spouse (if any) hereinafter referred to as "SLEDGE"; WILSON T. RANKIN AND NORMA G. LEWIS, hereinafter referred to as "RANKIN AND LEWIS";

WITNESSETH:

WHEREAS, OLDHAM, CHMIELEWSKI, SLEDGE and RANKIN AND LEWIS are and will be the joint users of a private road which abuts property which is owned by Oldham described as 76 Indigo Lane and property owned by Sledge described as 160 Indigo Lane, property owned by CHMIELEWSKI described as 106 Indigo Lane and property that will be purchased by RANKIN AND LEWIS described as 136 Indigo Lane. (Indigo Lane is a private road 20.0 feet wide situated in the NE quarter of the SE quarter of Section 31, Township 21 South. Range 2 West in Shelby County Alabama).

WHEREAS, Oldham, Chmielewski, Sledge and Rankin and Lewis desire to set forth the terms of their agreement as to the maintenance of said private road: and

WHEREAS, Oldham, Chmielewski, Sledge and Rankin and Lewis will each agree to make an equal contribution to cover the expenses for the safe and necessary maintenance of said private road after applying contributions from other sources, if any: and,

WHEREAS, Oldham, Chmielewski, Sledge and Rankin and Lewis desire this agreement to run with the land and to be binding not only to themselves, but to their heirs, successors and assigns.

NOW THEREFORE, for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash, and the mutual covenants contained herein, the parties hereto agree as follows:

Inst. # 1993-29766

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08:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

1. That Oldham, Chmielewski, Sledge and Rankin and Lewis will make an equal contribution to cover the expenses for the safe and necessary maintenance of said private road after applying contributions from other sources, if any. The road shall be maintained in the same condition and with like materials as of the date of this agreement.

2. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party, beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said private road. Further, no third party shall have the right to enforce the agreement between the parties.

3. In the event any party to this agreement fails to make a required contribution then such failure shall constitute a breach of this agreement. The nonbreaching party may proceed in a court of competent jurisdiction to enforce this agreement. The breaching party agrees to pay all costs, including a reasonable attorney's fee.

4. In the event the state or any governmental entity accepts the maintenance of the private road, then this agreement shall expire and be null and void.

5. The anticipated annual cost of maintaining the private road is \$160.00 per year. However the preceding statement shall not, in any way limit the amounts for which a party to this agreement may be liable.

6. This agreement shall be binding on the parties hereto, their successors and assigns. The covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 2nd day of September, 1993.

[Signature] Daniel R. Oldham [Signature] Wilson T. Rankin

[Signature] Steve W. Chmielewski

[Signature] Norma G. Lewis

[Signature] Frank Sledge [Signature] Emily A. Sledge

WITNESS: [Signature] Joseph R. Penabaz DATE: 9-2-93

WITNESS: [Signature] D.D. Hensley DATE: 9/2/93

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