

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW  
P.O. BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Merel E. Upton and Jimmie Nell Upton own real property located in Section 34, Township 21 South, Range 1 West, Shelby County, Alabama, which is served by the following described easement, to-wit:

An easement for ingress and egress, described as follows:  
A non-exclusive right of ingress and egress over and along a road easement 60 feet in width, 30-feet on either side of a centerline described as: Commence at the SE corner of the S 1/2 of the SW 1/4 of NW 1/4 of Section 34, Township 21 South, Range 1 West; thence run North along the East line of said 1/4-1/4 Section a distance of 30.00 feet to the point of beginning; thence turn an angle of 88 degrees 38 minutes 53 seconds to the right and run a distance of 580.00 feet, more or less, to the NW right of way line of Alabama State Highway NO. 25 and the point of ending.  
Situated in Shelby County, Alabama

And whereas, the Uptons are selling the following described property to Roy Mark Youngblood and wife, Barbara S. Youngblood, to-wit:

Begin at the Southeast corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 21 South, Range 1 West; thence run North along the East line of said 1/4-1/4 Section a distance of 743.19 feet to a set iron; thence turn an angle to the left of 91 degrees 35 minutes 13 seconds for a distance of 325.00 feet to a set iron; thence turn an angle to the left of 88 degrees 24 minutes 14 seconds for a distance of 730.88 feet to a set iron; thence turn an angle to the left of 89 degrees 25 minutes 35 seconds for a distance of 325.00 feet to the point of beginning.

And whereas, the property of Jeff S. Livingston and wife, Shelia M. Livingston, as described in Real Record 090, Page 872, in the Probate Office of Shelby County, Alabama, is also served by the above described easement.

And Whereas, the parties hereto desire to reach an agreement for maintenance of said road, which both serves and crosses their respective properties:

NOW THEREFORE, the parties hereto agree as follows:

1. The easement described hereinabove shall be a perpetual non-exclusive easement for ingress, egress and utilities, and shall enure to the benefit of the parties hereto, and to their heirs and assigns forever.

2. Repairs shall be made to the road at such times as a majority of the parties whose residences are served by the road deem repairs to be necessary.

3. Upon such determination that repairs are necessary, the costs of such repairs shall be divided equally among the parties whose residences are then served by the road.

4. If any party shall desire to improve that portion of the road crossing his property to a greater extent than is required for normal traffic and passability, he shall not be restrained from so doing, but shall bear the costs of such additional improvements himself.

5. This agreement shall terminate at such time as the abovedescribed road is dedicated as a public road and maintained by Shelby County.

Inst # 1994-06034

02/23/1994-06034  
03:46 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 15.00

Inst # 1994-06034

MTA

IN WITNESS WHEREOF, we have set our hands and seals, this the 22nd day of February, 1994.

Merel E. Upton  
Merel E. Upton

Roy M. Youngblood  
Roy Mark Youngblood

Jimmie Nell Upton  
Jimmie Nell Upton

Barbara S. Youngblood  
Barbara S. Youngblood

Jeff S. Livingston  
Jeff S. Livingston

Shelia M. Livingston  
Shelia M. Livingston

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Merel E. Upton and wife, Jimmie Nell Upton, and Roy Mark Youngblood and wife, Barbara S. Youngblood, 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 official seal, this 22nd day of February, 1994.

[Signature]  
Notary Public

My commission expires: 10-16-96

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Jeff S. Livingston and wife, Shelia M. Livingston, 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 official seal, this 22nd day of February, 1994.

[Signature]  
Notary Public

My commission expires:

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