

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, Gary Wayne Burns, Sr. and wife, Mary Nell Lee Burns; and Raymond King and wife, Brenda King own real property located in Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, more particularly described in the deed recorded in Instrument #1992-14732, which is served by the following described easement, to-wit:

An 60-foot easement for ingress and egress along the existing road known as Hillsdale Drive, which leads in a Westerly direction from caption lands to the Butter and Egg Road, said easement having been previously conveyed in deeds recorded in Real Record 218, Page 280; Real Record 284, Page 897; Real Record 314, Page 167; in Probate Office.

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 amount the parties whose residences are then served by the road.
4. There shall be no assessment to any party whose property is served by the road, until such time as said party shall place improvements upon his or her respective property.
5. 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.
6. This agreement shall terminate at such time as the abovedescribed road is dedicated as a public road and maintained by Shelby County.

IN WITNESS WHEREOF, we have set our hands and seals, this the ___ day of July, 1994.

Gary Wayne Burns Sr
Gary Wayne Burns, Sr.

Raymond King
Raymond King

Mary Nell Lee Burns
Mary Nell Lee Burns

Brenda King
Brenda King

P.O. Box 404
Shelby, AL 35143

07/27/1994-23516
11:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 11.00

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Gary Wayne Burns, Sr. and wife, Mary Nell Lee Burns, 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 21 day of July, 1994.

Marilyn J. Wilder
Notary Public

My commission expires: 10-6-96

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Raymond King and wife, Brenda King, 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 20 day of July, 1994.

Marilyn J. Wilder
Notary Public

My commission expires: 10-6-96

Inst # 1994-23516

07/27/1994-23516
11:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR MCD 11.00