

STATE OF ALABAMA)

JEFFERSON COUNTY)

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of August, 1994, by and between Tim Leopard and wife, Leslie Leopard and Jeff Hadaway and wife, Julie Hadaway and Jerry Hackler and wife, Pat Hackler and Rayburn Carter and wife, Cindy Carter and Kenneth Carter and wife, Libba Carter; and

WHEREAS, there is currently an existing roadway easement which has not been accepted for public maintenance, which road is designated as an existing asphalt road on the attached survey prepared by Amos Cory, dated July 29, 1994; and

WHEREAS, the parties of this Agreement own real estate which is served by this existing asphalt road which runs from paved County Road #12 to the property of the parties hereto; and

WHEREAS, the parties have agreed to pay the maintenance of such road so as to reasonable provide for ingress and egress by automobile; and

WHEREAS, the parties hereto now wish to embody their agreement to share the cost of maintenance of the existing asphalt road in this written document; and

WHEREAS, the parties hereto of each of the separate existing tracts agree to equally share the cost of maintenance of the road and to pay the prorata cost of such maintenance. It is

NOW THEREFORE, for and in consideration of the mutual benefits, set forth herein, the parties do agree to each pay one-fifth of the cost of any necessary maintenance of the existing asphalt road in its condition as it now exists so as to reasonably provide for ingress and egress by automobile. No improvement of such road is required by this Agreement, and neither snow removal or chemical treatment is required. This Agreement shall be a covenant running with the title to the respective properties.

08/08/1994-24667
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 27.00

Inst # 1994-24667

By their signatures, the parties hereto evidence their Agreement to the terms and conditions set forth above. This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

WITNESS the following signatures:

Tim Leopard
Tim Leopard
Leslie Leopard
Leslie Leopard
Jeff Hadaway
Jeff Hadaway
Julie Hadaway
Julie Hadaway
Jerry Hackler
Jerry Hackler
Pat Hackler
Pat Hackler
Rayburn Carter
Rayburn Carter
Cindy Carter
Cindy Carter
Kenneth Carter
Kenneth Carter
Libba Carter
Libba Carter

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

On this 2nd day of August, 1994 before me, a notary public, personally appeared Tim Leopard and wife, Leslie Leopard known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

March 12, 1997

Nancy Stevens Kite
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

On this 2nd day of August, 1994 before me, a notary public, personally appeared Jeff Hadaway and wife, Julie Hadaway known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

March 12, 1997

Nancy Stevens Kite
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

On this 2nd day of August, 1994 before me, a notary public, personally appeared Jerry Hackler and wife, Pat Hackler known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

March 12, 1997

Nancy Stevens Kite
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

On this 2nd day of August, 1994 before me, a notary public, personally appeared Rayburn Carter and wife, Cindy

Carter known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

March 12, 1997

Nancy Stennis Kille
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

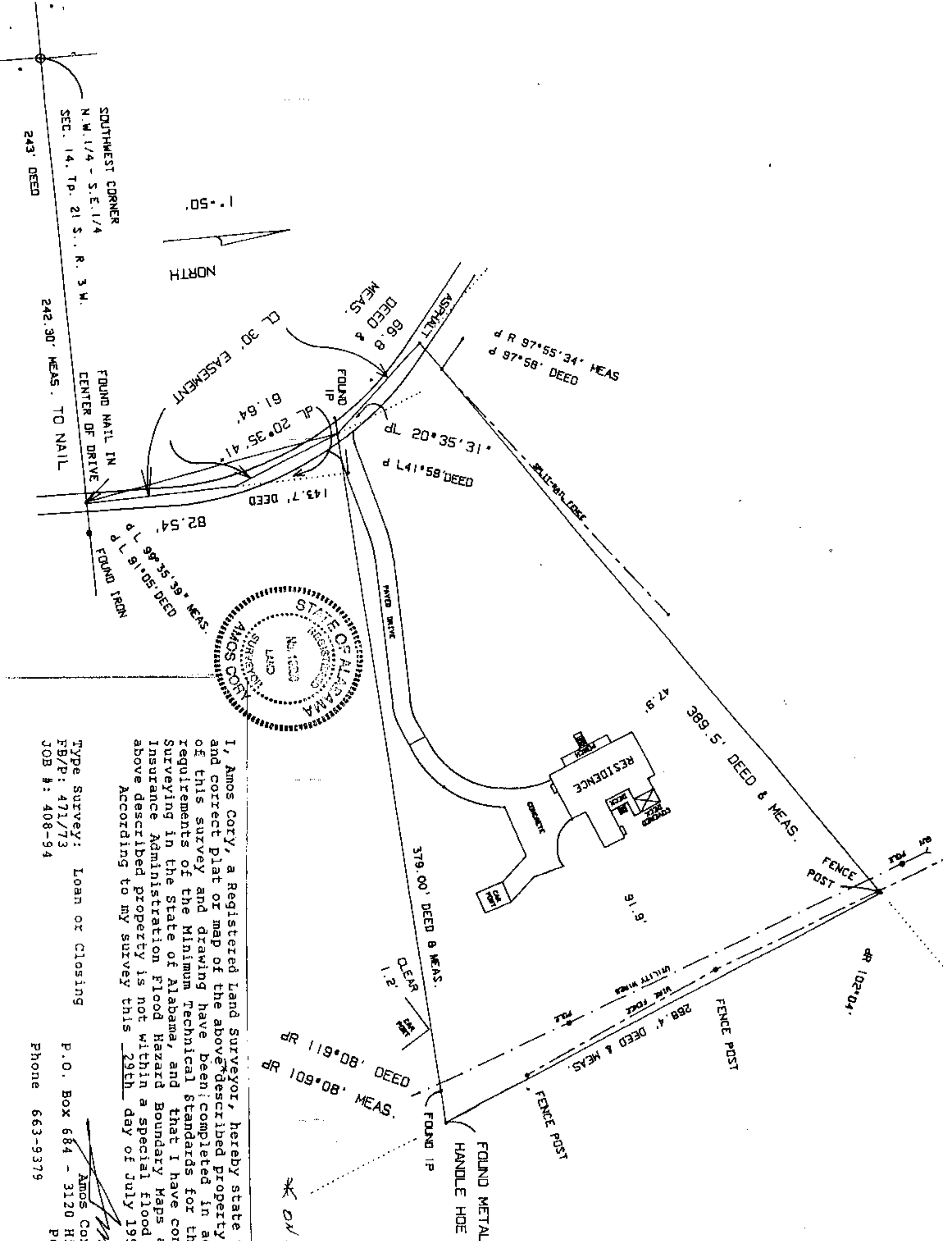
On this 2nd day of August, 1994 before me, a notary public, personally appeared Kenneth Carter and wife, Libba Carter known to me to be the persons whose names are subscribed to the foregoing Road Maintenance Agreement and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

March 12, 1997

Nancy Stennis Kille
Notary Public



I, Amos Cory, a Registered Land Surveyor, hereby state that this is a true and correct plat or map of the above described property and that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above described property is not within a special flood hazard area.

According to my survey this 29th day of July 1994.

* ON REVERSE

Type Survey: Loan or Closing
 FB/P: 471/73
 JOB #: 408-94

Amos Cory P.L.S. #10550
 P.O. Box 684 - 3120 Highway 52, West
 Pelham, AL 35124
 Phone 663-9379 Fax 663-9155

{ State of Alabama }
{ Shelby County }

RE: CARTER to HADAWAY
ADDRESS: 110 CARTER LANE

A parcel of land in the N.W.1/4 of the S.E.1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; described as follows:
Commence at the Southwest corner of said 1/4-1/4 section:
Thence run East along the South 1/4-1/4 line 242.30 feet to a point in the center of an asphalt drive;

Thence turn Left 99 deg. 35 min. 39 sec. and run Northwest 82.54 feet to a point in the center of said asphalt drive,

Thence turn Left 20 deg. 35 min. 41 sec. and run Northwest 61.64 feet to a point in the center of said asphalt drive and the POINT OF BEGINNING:

Thence turn Left 20 deg. 35 min. 31 sec. and run Northwest 66.78 feet,
Thence turn Right 97 deg. 55 min. 34 sec. and run Northeast 389.50 feet to a point on a fence line,

Thence turn Right 102 deg. 04 min. 00 sec. and run Southeast 268.40 feet along said fence to a corner marked by a metal handle garden hoe,

Thence turn Right 109 deg. 08 min. 00 sec. and run Southwest 379.00 feet to the point of beginning. Containing 1.40 acres, more or less.

SUBJECT TO AND BENEFITING from an easement for ingress and egress, 30 feet wide, 15 feet on each side of the following described centerline:

Commence at the Southwest corner of said 1/4-1/4 section:
Thence run East along the South 1/4-1/4 line 242.30 feet to a point in the center of an asphalt drive and the BEGINNING OF SAID CENTERLINE:

Thence turn Left 99 deg. 35 min. 39 sec. and run Northwest 82.54 feet to a point in the center of said asphalt drive,

Thence turn Left 20 deg. 35 min. 41 sec. and run Northwest 61.64 feet to a point in the center of said asphalt drive and the END OF SAID CENTERLINE.

I, Amos Cory, a Registered Land Surveyor, hereby state that this is a true and correct plat or map of the above described property and that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above described property is not within a special flood hazard area.

According to my survey this 29th day of July 1994.

Amos Cory

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Pelham, AL 35124
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