

This Instrument was prepared by: Courtney H. Mason, Jr., Attorney At Law
P.O. Box 360187
Birmingham, Alabama 35236-0187

STATE OF ALABAMA
COUNTY OF SHELBY

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned, Maurice R. Booth, Vernis Booth, John Callahan and Susan E. Callahan own property located in Section 5, Township 22 South, Range 3 West, Shelby County, Alabama.

And whereas said property is served by a road more particularly described as follows:

A non-exclusive easement for ingress, egress and utilities;
Description of the center line of a 15 foot wide easement of Ingress and Egress across Boggs, Boothe and Callahan property: Commence at the center of a bridge over McHenry Creek and on the center of a public road called Scott Road; thence an azimuth of 247 degrees 56 minutes Southwesterly along said public road 397.75 feet to the intersection with the center of said Old Field Road; thence an azimuth of 302 degrees 03 minutes Northwesterly along center of said road 189.4 feet; thence an azimuth of 306 degrees 18 minutes Northwesterly along said center 59.9 feet; thence an azimuth of 315 degrees 28 minutes Northwesterly along said road 247.6 feet; thence an azimuth of 345 degrees 35 minutes Northwesterly along said road 66.0 feet to the Southerly line of Callahan property; thence proceed Northwesterly along the previous course 200.0 feet; thence an azimuth of 322 degrees 33 minutes Northwesterly along said road 270.1 feet to the northerly line of said Callahan property, said road continues on into Boykin property and terminates, said easement is 7.5 feet each side of the described Old Field Road center line.

According to survey of E. Franklin Parker, P.L.S. #9983, dated July 26, 1994.

Whereas, the parties hereto desire to reach an agreement for maintenance of said road, which serves their respective property;

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. These benefits shall enure to any mortgagee or lienholder of the undersigned so long as said lien exist.

2. Repairs shall be made to the road from the public road to the subject property at such times as maybe deemed necessary by the undersigned, (or their assigns) or any mortgagee or lienholder (or its assigns) of the property being purchased by the undersigned on this ____ day of August, 1994.

3. Upon such determination that repairs are necessary, the costs of such repairs shall be paid entirely by the undersigned property owners with each property owner maintaining the road along or through their respective properties.

4. This agreement shall terminate at such time as the above described 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 August, 1994.

Maurice R. Booth
Maurice R. Booth

Vernis Booth
Vernis Booth

Ronald Eugene Rhoden
Ronald Eugene Rhoden

John Callahan
John Callahan

Susan E. Callahan
Susan E. Callahan

Donna Faye Rhoden
Donna Faye Rhoden

08/10/1994-25049
01:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KCD 11.00

Inst # 1994-25049

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that Maurice R. Booth, and wife, Vernis Booth, whose names are signed to the foregoing conveyance and who is 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 of same bears date.

GIVEN UNDER MY HAND THIS 5th DAY OF August, 1994.

My Commission Expires:

MY COMMISSION EXPIRES JULY 27, 1996

Laura Lee Leighton
Notary Public

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that John Callahan, a single individual, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day of same bears date.

GIVEN UNDER MY HAND THIS 6th DAY OF August, 1994.

My Commission Expires:

MY COMMISSION EXPIRES JULY 27, 1996

Laura Lee Leighton
Notary Public

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that Susan E. Callahan a single individual, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day of same bears date.

GIVEN UNDER MY HAND THIS 5th DAY OF AUGUST, 1994.

My Commission Expires: 4.9.95

Susan E. Callahan
Notary Public

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that Ronald Eugene Rhoden and wife, Donna Faye Rhoden, 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 of same bears date.

GIVEN UNDER MY HAND THIS 6th DAY OF AUGUST, 1994.

My Commission Expires:

MY COMMISSION EXPIRES JULY 27, 1996

Laura Lee Leighton
Notary Public

Inst # 1994-25049

08/10/1994-25049
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