

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, William T. Ross and wife, Charlene Ross own property located in the Southeast corner of SE 14; Section 12, Township 20 South, Range 4 West, Shelby County, Alabama, the subject property begin described as:

Begin at the Southeast corner of SE 1/4; Section 12, Township 20 South, Range 4 West, run thence West along South line of said SE 1/4 of SE 1/4 a distance of 420.32 feet to point of beginning; thence turn right an angle of 58 deg. 00 min. a distance of 223.7 feet to point "A"; continue said course 22.0 feet to edge or crest of mountain; turn left and run Southwesterly along meandering of said edge or crest to Point "B"; the property line being the edge or crest of mountain (Point "B" is more particularly located by the following description; from said 223.7 feet course approaching Point "A", turn left an angle of 90 deg. and run Southwesterly a distance of 358.0 feet to Point "B" being a point on the aforesaid South line of SE 1/4 of SE 1/4); from said Point "B", turn left an angle of 148 deg. 00 min. and run East along said South line a distance of 422.12 feet to point of beginning; being in SE 1/4 of SE 1/4 of Section 12, Township 20 South, Range 4 West, Shelby County, Alabama.

And whereas David V. Didcoct is the owner of property described as follows:

Begin at the southeast corner of the Southeast Quarter of Southeast Quarter Section 12, Township 20 South, Range 4 West for point of beginning; thence run west along the south line of said Southeast Quarter of Southeast Quarter a distance of 296.51 feet, turn right an angle of 58 deg. 00 min. a distance of 290.71 feet to point "D" continue said course a distance of 18.0 feet to Edge or Crest of Mountain; turn right and run northeasterly along meanderings of said Edge or Crest to point "C"; the property line being the Edge or Crest of Mountain; point "C" is more particularly located by the following description; from said 290.71 foot course approaching point "D" turn right an angle of 90 deg. and 00 min. and run northeasterly a distance of 264.4 feet, turn right an angle of 5 deg. 52 min. a distance of 269.32 feet to point "C" being a point on the east line of aforesaid Southeast Quarter of Southeast Quarter; thence turn right an angle of 118 deg. 01 min. along said east line a distance of 505.5 feet to point of beginning; being in the Southeast Quarter of Southeast Quarter, Section 12 Township 20 South, Range 4 West, Shelby County, Alabama. Mineral and mining rights excepted.

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And whereas both properties are served by a road more particularly described as follows:

A right of way for a road 12 feet in width across the above described property, said 12 foot right of way to be located on and along an old road crossing said property from Southwest to Northeast. The reservation herein made for the road is for the purpose of reaching other land owned by the grantors lying to the Northeast of the above described property, and said reservation is intended to be construed as with a covenant running with the land. According to survey of W.B. Bennett,, P.L.S. #1042, dated March 14, 1962.

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 William T. Ross and wife, Charlene Ross, (or their assigns) or David V. Didcoct (or his assigns) or any mortgagee or lienholder (or its assigns) of the property being purchased by the undersigned on this 19th day of December, 1994.

3. Upon such determination that repairs are necessary, the costs of such repairs shall be paid equally by William T. Ross and wife, Charlene Ross (or their assigns) and David V. Didcoct (or his assigns).

4. This agreement shall terminate at such time as the above described road is dedicated as a public road and maintained by Shelby County or upon the undersigned subsequent sale of their property served by the road and the full payment of all mortgages and/or lienholders on the property owned by the undersigned.

IN WITNESS WHEREOF, we have set our hands and seals, this the 19th day of December, 1994.

William T. Ross
William T. Ross

David V. Didcoct
David V. Didcoct

Charlene Ross
Charlene Ross

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that William T. Ross and wife, Charlene Ross, 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 19TH DAY OF DECEMBER, 1994.

My Commission Expires:

Ann Juana York
Notary Public

Notary Public, Alabama, State of License
My Commission Expires September 10, 1997

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that David V. Didcoct, 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 21ST DAY OF DECEMBER, 1994.

My Commission Expires:

3/5/95

[Signature]
Notary Public

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