

## **ROAD MAINTENANCE AGREEMENT**

This agreement is made by and between :

WILLIAM F. SPITZER and DEBORAH A. SPITZER and COUNTRYWIDE FUNDING CORPORATION.

LEGAL DESCRIPTION OF REAL ESTATE SERVED: Begin at the northwest corner of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 1 East, thence proceed in an easterly direction along the northern boundary of said 1/4-1/4 for a distance of 913.20 feet to a point; thence turn an angle of 128 degrees 12 minutes 19 seconds to the right and run 629.66 feet to a point; thence turn an angle 90.00 degrees to the right and run 800.00 feet to a point, being a point on the northern boundary of the SE 1/4 of SW 1/4 of Section 2, Township 21 South, Range 1 East, thence turn an angle of 141 degrees 47 minutes and 41 minutes to the right and proceed along the northern boundary of said SE 1/4 of SW 1/4 for a distance of 104.87 feet to the point of beginning. Said parcel lying in the SE 1/4 of SW 1/4 and the SW 1/4 of SE 1/4 Section 2 Township 21 South, Range 1 East. All lying within Shelby County, Alabama.

LEGAL DESCRIPTION OF ROADWAY : A roadway being the south 20 feet of that property described in Deed Book 220 pages 284 and 285 as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the parties hereto desire to provide for the maintenance of said road and provide for the annual upkeep they do enter freely into this contract. Now, therefore in consideration of the mutual promises, agreements, representations and warranties set forth herein, the parties hereto do hereby agree as follows:

Each of the undersigned by the execution of this agreement and each subsequent owner of the property described in the hereinabove mentioned deeds does by acceptance of this agreement, shall be jointly and severally responsible for the maintenance, repair and upkeep of the roadway mentioned hereinabove which is jointly used for ingress and egress to the subject properties. The parties shall annually fund the sum of \$300.00 for repair and routine maintenance of the road.

THIS AGREEMENT RUNS WITH THE LAND AND IS NOT SPECIFIC TO THE CURRENT OWNERS! This instrument shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns.

Each of the undersigned, by execution of this instrument and each subsequent owner agree that said costs, together with interest thereon and reasonable attorney fees shall be a lien thereon upon the property using the road which is the subject of this agreement. Said lien shall be subordinate to the lien of any after acquired first mortgage and voluntary transfer of any parcel served by or fronting the aforementioned roadway.

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This agreement shall run with the land and is not particular to the current owners herein.

GOVERNING LAW; SEVERABILITY. This Contract shall be construed in accordance with, and governed by, the Laws of the State of Alabama.

IN WITNESS WHEREOF, we have hereunto set my hand and seal this 21 day of DECEMBER 1994.

  
WILLIAM F. SPITZER

  
DEBORAH A. SPITZER

State of Alabama  
Jefferson County

I, MARK E. TIPPINS a Notary Public in and for said County, in said State, hereby certify that WILLIAM F. SPITZER and DEBORAH A. SPITZER whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of DECEMBER 1994.

Notary Public: 

My commission expires: 7-23-1997.

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