

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 26th day of April, 1996, by and between Gifford E. Anderson, a single man; Janice A. Shelton, a woman; Michael A. Gillespie, a married man; Buster Horton Killingsworth, a single man, and James D. Alverson, a single man; and Jack I. Gillespie, Jr. and wife, Kelly Jo Gillespie.

WITNESSETH:

WHEREAS, the above named owners are the joint users of a private road known as Anglers Lane, hereinafter referred to "private road", more particularly described as follows:

A road being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section and run in an Easterly direction for a distance of 978.01 feet to the point of beginning; thence continue along the last stated course for a distance of 187.63 feet to a point; thence 94 degrees 42 minutes 26 seconds right in a Southerly direction for a distance of 20.03 feet to a point; thence 85 degrees 17 minutes 34 seconds to the right in a Westerly direction for a distance of 206.08 feet to a point; thence 135 degrees 00 minutes 26 seconds to the right in a Northerly direction for a distance of 28.29 feet to the point of beginning.

which abuts property which is owned by said owners situated as follows:

The South 1/2 of the SW 1/4 of the SW 1/4, Section 24, Township 24 North, Range 15 East, and part of the NW 1/4 of the NW 1/4, Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, as described in their respective recorded deeds.

and

WHEREAS, the above named owners desire to set forth the terms of their agreement as to the maintenance of said private road; and

WHEREAS, the above named owners will each agree to make an equal contribution to cover the expenses for the safe and necessary maintenance of said private road after applying contributions from other sources, if any; and

WHEREAS, the above named owners desire this agreement to run with the land and to be binding not only on themselves, but to their heirs, successors and assigns.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00), cash, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That the above named owners will make an equal contribution to cover the expenses for the safe and necessary maintenance of said private road, not to exceed \$100.00 annually. The road shall be maintained in the same condition and with like materials as of the date of this agreement.

2. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said private road. Further, no third party shall have the right to enforce the agreement between the parties.

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3. In the event any party to this agreement fails to make a required contribution under this agreement then such failure shall constitute a breach under this agreement. The nonbreaching party may proceed in a court of competent jurisdiction to enforce this agreement. The breaching party agrees to pay all costs, including a reasonable attorney's fees.

4. In the event the state or any governmental entity accepts the maintenance of the private road, then this agreement shall expire and be null and void.

5. This agreement shall be binding on the parties hereto, their successors and assigns. The covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the 26 day of April, 1996.


Gifford E. Anderson

Janice A. Shelton

Michael A. Gillespie

Buster Horton Killingsworth

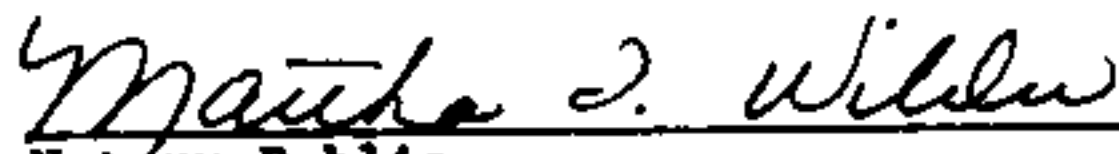

James D. Alverson

Jack V. Gillespie

Kelly Jo Gillespie

NOTE: Marjorie Killingsworth, one of the owners, is now deceased, having died in 1996.

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Gifford E. Anderson, 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 the same bears date.

Given under my hand and official seal, this 26 day of April, 1996.


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 Janice A. Shelton, 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 the same bears date.

Given under my hand and official seal, this 29 day of May, 1996.

Martha 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 Michael A. Gillespie, 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 the same bears date.

Given under my hand and official seal, this 26 day of April, 1996.

Martha 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 Buster Horton Killingworth

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 the same bears date.

Given under my hand and official seal, this 29 day of May, 1996.

Martha 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 James D. Alverson, 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 the same bears date.

Given under my hand and official seal, this 26 day of April, 1996.

Martha 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 Jack I. Gillespie, Jr. and wife, Kelly Jo Gillespie, 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 29 day of May 1996.

Maude A. Wilson
Notary Public

My commission expires:

10-6-96

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