

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

Inst 1996-25251

STATE OF ALABAMA  
SHELBY COUNTY

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 31st day of July, 1996, by and between Samuel L. Arledge, a single man, and Patricia A. Arledge, a single woman, formerly husband and wife, and Violet J. Arledge, a single woman:

WITNESSETH:

WHEREAS, the parties hereto are the joint users of a private road more particularly described as follows:

A non-exclusive easement, 10-feet on either side of a centerline described as follows: Commence at the Southeast corner of Section 15, Township 22 South, Range 1 West; thence run West along the South line of said Section, a distance of 625.02 feet; thence run an angle of 92 degrees 51 minutes 02 seconds to the right and run a distance of 1350.00 feet; thence turn an angle of 88 degrees 13 minutes 29 seconds to the left and run a distance of 135.76 feet to the point of beginning; thence turn an angle of 96 degrees 57 minutes 27 seconds to the left and run a distance of 432.67 feet; thence turn an angle of 32 degrees 07 minutes 40 seconds to the left and run a distance of 285.72 feet to the North right of way line of Shelby County Highway No. 42 and the point of ending.

According to the survey of Frank W. Wheeler, Reg. No. 3385, dated June 6, 1983,

which abuts property which is owned by Samuel L. Arledge and Patricia A. Arledge, described as follows:

Commence at the Southeast corner of Section 15, Township 22 South, Range 1 West; thence run West along the South line of said Section, a distance of 625.02 feet; thence turn an angle of 92 degrees 51 minutes 02 seconds to the right and run a distance of 1350.00 feet to the point of beginning; thence continue in the same direction a distance of 236.93 feet; thence turn an angle of 88 degrees 13 minutes 29 seconds to the left and run a distance of 185.76 feet; thence turn an angle of 91 degrees 46 minutes 31 seconds to the left and run a distance of 236.93 feet; thence turn an angle of 88 degrees 13 minutes 29 seconds to the left and run a distance of 185.76 feet to the point of beginning. Situated in the East 1/2 of the SE 1/4 of Section 15, Township 22 South, Range 1 West, Shelby County, Alabama.

and which crosses the property owned by Violet J. Arledge; and

WHEREAS, the parties hereto desire to set forth the terms of their agreement as to the maintenance of said private road: and

WHEREAS, the parties hereto 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 parties hereto 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 parties hereto will 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. 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. The anticipated annual cost of maintaining the private road is \$    per year. However, the preceding statement shall not, in any way, limit the amounts for which a party to this agreement may be liable.

6. 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 31st day of July, 1996.

Samuel L. Arledge  
Samuel L. Arledge  
Patricia A. Arledge  
Patricia A. Arledge  
Violet J. Arledge  
Violet J. Arledge

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Samuel L. Arledge, Patricia A. Arledge, and Violet J. Arledge, 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 31st day of July, 1996.

  
Notary Public

My commission expires: 10/16/96

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SHELBY COUNTY JUDGE OF PROBATE  
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