

STATE OF ALABAMA)

SHELBY COUNTY)

Inst # 1997-28547

09/05/1997-28547
ROAD MAINTENANCE AGREEMENT
OFFICE OF THE CLERK OF THE COURT
SHELBY COUNTY JUDGE OF PROBATE
006 SNA 21.00

THIS AGREEMENT, made and entered into as of the 5 day of September, 1997, by and among EASTWOOD MINI-STORAGE COMPANY, an Alabama general partnership (hereinafter referred to as "Eastwood"); CAHABA VALLEY SELF-STORAGE, an Alabama general Partnership (hereinafter referred to as "Cahaba"); and, Jack Whitson Kidd, an individual (hereinafter referred to as "Kidd").

W I T N E S S E T H:

WHEREAS, Eastwood and Kidd are the owners of a certain private, thirty (30) foot right-of-way for ingress and egress in Shelby County, Alabama, known as "Walt Drive" (hereinafter sometimes referred to as the "Roadway"), described on Exhibit "A", attached hereto and included herein by reference, the same as if set forth in its entirety; and,

WHEREAS, the Roadway presently accesses three (3) parcels of real property with ingress and egress, namely: the Eastwood Property described on Exhibit "B"; the Cahaba Property described on Exhibit "C"; and, the Kidd Property described on Exhibit "D", all of which exhibits are attached hereto and included herein by reference the same as if set forth in their entirety; and,

WHEREAS, the parties hereto are mutually desirous of entering this ROAD MAINTENANCE AGREEMENT for the purpose of sharing equally the cost of maintenance, upkeep and repair of the Roadway;

NOW, THEREFORE, for Ten and No/100 Dollars (\$10,00) and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto to the other, the mutual promises and covenants herein contained and the recitals stated above, IT IS HEREBY AGREED AS FOLLOWS:

1. Eastwood, Cahaba and Kidd shall and do hereby agree to share equally in the cost and expense of maintenance, upkeep and repair of the Roadway in a good and workmanlike condition.

2. The cost and expense of maintenance, upkeep and repair of the Roadway shall include, but not be limited to, signage, paving, striping, maintaining curbs, gutters and manhole covers, insuring proper drainage and the free-flow of vehicular traffic for ingress and egress to the subject real properties herein described.

3. As one of the titleholders to a part of the Roadway, Eastwood shall be entitled to reasonably determine when and to what extent maintenance, upkeep and repairs are necessary. Eastwood shall advise Cahaba and Kidd, in writing, as to the nature and extent to the proposed maintenance and repairs and the estimated costs and expenses associated therewith. Eastwood shall cause such maintenance, upkeep and repair to be performed and upon completion of such work, Eastwood shall invoice Cahaba and Kidd for one-third (1/3) each of the costs and expenses incurred, and payment shall be remitted to Eastwood within ten (10) days of receipt of the invoice.

4. It is acknowledged, understood and agreed among the parties hereto that (i) this ROAD MAINTENANCE AGREEMENT shall be and is hereby deemed a covenant running with the four (4) parcels of real property described on Exhibits "A", "B", "C" and "D", inclusive; (ii) references to Eastwood, Cahaba and Kidd shall include their successors in interest to the property described in Exhibits "B", "C" and "D"; (iii) the rights, obligations, and remedies contained herein shall be enforceable by and binding upon the parties hereto and their successors in interest to the property described in Exhibits "A", "B", "C" and "D"; and (iv) this agreement shall be publicly recorded in the Office of Judge of Probate of Shelby County, Alabama. This ROAD MAINTENANCE AGREEMENT shall remain a covenant running with the land unless and until such time as the parties hereto shall otherwise mutually agree in writing.

5. In the event the Roadway hereafter becomes a public right-of-way and is accepted for maintenance by the appropriate governing authority, this agreement and the covenant running with the land shall be deemed terminated, void and of no force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
as of the date first written above.

EASTWOOD MINI-STORAGE COMPANY,
an Alabama general partnership

By: Jack Whitson Kidd
JACK WHITSON KIDD,
general partner

By: Faye D. Kidd
FAYE D. KIDD,
general partner

CAHABA VALLEY SELF-STORAGE,
an Alabama general partnership

By: Jack Whitson Kidd
JACK WHITSON KIDD,
general partner

By: Miller Gorrie
MILLER GORRIE,
general partner

Jack Whitson Kidd
JACK WHITSON KIDD,
an Individual

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JACK WHITSON KIDD, whose name, as general partner of EASTWOOD MINI-STORAGE COMPANY, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 5 day of September, 1997.

Sharon E. Gray
NOTARY PUBLIC
My Commission Expires: 12/5/97

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that FAYE D. KIDD, whose name as general partner of EASTWOOD MINI-STORAGE COMPANY, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, she, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 5 day of September, 1997.

Sharon E. Gray
NOTARY PUBLIC
My Commission Expires: 12/5/97

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JACK WHITSON KIDD, whose name as general partner of CAHABA VALLEY SELF-STORAGE, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 5 day of September, 1997.

Sharon E. Gray
NOTARY PUBLIC
My Commission Expires: 12/5/97

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MILLER GORRIE, whose name as general partner of CAHABA VALLEY SELF-STORAGE, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 5th day of September, 1997.

Nancy Morrison
NOTARY PUBLIC
My Commission Expires: 10/9/99

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said county in said state, personally appeared JACK WHITSON KIDD, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 5 day of September, 1997.

Sharon E. Gray
NOTARY PUBLIC
My Commission Expires: 12/5/97

AGR/KIDD.RMA

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