

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 29th day of October, 1999, by and between K. Michael Anderson and Holly O. Anderson, husband and wife; Charles Scarborough, a ~~Sing~~ man; Golson Harrison and Carol Harrison, husband and wife; Jeff Champion and Patti Champion, husband and wife, hereinafter referred to as "Owners"; Gerald Metros and Marilyn Metros, husband and wife; Scott McDaniel and Terri McDaniel, husband and wife; and Randy Starita and Gail Starita, husband and wife, hereinafter referred to as "Users"; and Phillip M. Edwards and Tammy M. Edwards, husband and wife, hereinafter referred to as "Edwards."

WITNESSETH:

WHEREAS, Owners, Users, and Edwards are the joint users of a private road, consisting of a 20-foot easement, known as Country Hills Road, located upon property owned by the Owners, hereinafter referred to "private road", which abuts property which is owned by Edwards, described as follows:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:
Beginning at the southwest corner of the SE 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama and run thence easterly along the south line of said 1/4-1/4 section a distance of 669.38 feet to a point; thence turn a deflection angle of 94 degrees 24 minutes 47 seconds to the left and run northerly a distance of 350.68 feet to a point; thence turn a deflection angle of 80 degrees 35 minutes 11 seconds to the left and run westerly a distance of 646.86 feet to a point in the centerline of a chert road named Country Ridge Road; thence turn a deflection angle of 90 degrees 43 minutes 52 seconds to the left and run southerly along the centerline of said road a distance of 349.68 feet to the point of beginning.

and

WHEREAS, Owners, Users, and Edwards desire to set forth the terms of their agreement as to the maintenance of said private road; and

WHEREAS, Edwards agrees to cover the expenses for the safe and necessary maintenance of said private road after applying contributions from other sources, if any; and

WHEREAS, Owners, Users, and Edwards 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 Edwards will 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. *The road may be paved or improved at owners' discretion*

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.

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

4. The anticipated annual cost of maintaining the private road is \$100.00 per year.

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

Inst # 1999-46477

11/12/1999-46477
01:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HWS 29.00

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
on this the 29th day of October, 1999.

	Date
<u>K. Michael Anderson</u> K. Michael Anderson	10-29-99
<u>Holly O. Anderson</u> Holly O. Anderson	10-29-99
<u>Charles Scarborough</u> Charles Scarborough	11-2-99
<u>Colson Harrison</u> Colson Harrison	11-1-99
<u>Carole Harrison</u> Carole Harrison	11-1-99
<u>Jeff Champion</u> Jeff Champion	11-2-99
<u>Patti Champion</u> Patti Champion	11-2-99
<u>Gerald R. Metros</u> Gerald Metros	11-10-99
<u>Marilyn Metros</u> Marilyn Metros	11-10-99
<u>Scott McDaniel</u> Scott McDaniel	11-10-99
<u>Terry McDaniel</u> Terry McDaniel	11-10-99
<u>Sandy Starita</u> Sandy Starita	11-10-99
<u>Gail Starita</u> Gail Starita	11-10-99
<u>Philip M. Edwards</u> Philip M. Edwards	10-31-99
<u>Fanny N. Edwards</u> Fanny N. Edwards	10-31-99

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared K. Michael Anderson and Holly O. Anderson, 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 29th day of October, 1999.

My commission expires: 10/16/2000

James J. Parson
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Charles Scarborough, 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 2nd day of November, 1999.

James J. Parson
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Golson Harrison and Carol Harrison, 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 1st day of ~~October~~ ^{November}, 1999.

Just F. Harrison
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Champion and Patti Champion, 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 2nd day of ~~October~~ ^{November}, 1999.

Just F. Harrison
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Gerald Metros and Marilyn Metros, 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 10th day of ~~October~~ ^{November}, 1999.

Just F. Harrison
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Scott McDaniel and Terri McDaniel, 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 16th day of ~~October~~ ^{November}, 1999.

Just F. Harrison
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Randy Starita and Gail Starita, 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 16th day of ~~October~~ ^{November}, 1999.

Just F. Harrison
Notary Public

My commission expires: 10/16/2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Phillip M. Edwards and wife, Tammy M. Edwards, 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 October, 1999.


Notary Public

My commission expires: 10/16/2000

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