

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

STATE OF ALABAMA
SHELBY COUNTY

ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Richard P. Fletcher, a widower, and Steven D. Burdett and wife, Lisa Burdett own real property located in Section 11, Township 22 South, Range 4 West, Shelby County, Alabama, which is served by the following described easement, to-wit:

A 15 foot easement for ingress and egress being 7.5 feet on each side of the following described centerline easement. Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 11, Township 22 South, Range 4 West; thence run south along said 1/4-1/4 line a distance of 391.61 feet; thence turn an angle of 90 degrees 10 minutes 48 seconds left and run a distance of 503.00 feet; thence turn an angle of 90 degrees 10 minutes 48 seconds right and run a distance of 7.5 feet to the point of beginning of the centerline of said easement; thence turn an angle of 90 degrees 10 minutes 48 seconds left and run a distance of 494.56 feet to the west right of way of County Hwy. 10 being the end of said easement. According to the survey of Rodney Y. Shiflett, Al. Reg. No. 21784, dated February 5, 1999.

Whereas, the parties hereto desire to reach an agreement for maintenance of said road, which both serves and crosses their respective properties:

NOW THEREFORE, the parties hereto agree as follows:

1. The easement described hereinabove shall be a perpetual non-exclusive easement for ingress, egress and utilities, and shall endure to the benefit of the parties hereto, and to their heirs and assigns forever.
2. Repairs shall be made to the road at such times as a majority of the parties whose residences are served by the road deem repairs to be necessary.
3. Upon such determination that repairs are necessary, the costs of such repairs shall be divided equally amount the parties whose residences are then served by the road.
4. There shall be no assessment to any party whose property is served by the road, until such time as said party shall place improvements upon his or her respective property.
5. If any party shall desire to improve that portion of the road crossing his property to a greater extent than is required for normal traffic and passability, he shall not be restrained from so doing, but shall bear the costs of such additional improvements himself.
6. This agreement shall terminate at such time as the abovedescribed road is dedicated as a public road and maintained by Shelby County.

IN WITNESS WHEREOF, we have set our hands and seals, this the ____ day of November, 1999.


Richard P. Fletcher


Steven D. Burdett


Lisa Burdett

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Richard P. Fletcher, a widower, 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 21 day of November, 1999.


Notary Public

My commission expires:

MY COMMISSION EXPIRES FEB. 12, 2000

Inst # 1999-48482

12/01/1999-48482
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Steven D. Burdett and wife, Lisa Burdett, 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 27 day of November, 1999.


Notary Public

My commission expires:

MY COMMISSION EXPIRES FEB. 12 2000

Inst # 1999-48482

12/01/1999-48482
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00