

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, Victor W. Mayfield, III own real property located in Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, which is served by the following described easement, to-wit:

A 20' easement for ingress and egress being the East 20' of the following described property: Part of the E 1/2 of the SE 1/4 of the NW 1/4, Section 1, Township 20 South, Range 2 West, being more particularly described as follows: Commence at the NE corner of the SE 1/4 of the NW 1/4, Section 1, Township 20 South, Range 2 West; thence run Southerly along the East line of said 1/4-1/4 section for 330.23 feet to the point of beginning; thence 90 deg. 17 min. 40 sec. right and run Westerly for 650.58 feet; thence 90 deg. 32 min. 40 sec. left and run Southerly for 330.47 feet; thence 89 deg. 28 min. 33 sec. left and run Easterly for 649.14 feet to a point on the East line of said 1/4-1/4 section; thence 90 deg. 16 min. 27 sec. left and run Northerly along the East line of said 1/4-1/4 section for 330.23 feet to the point of beginning and a 20' strip lying immediately north of above described strip to Hodgens Road. Situated in Shelby County, Alabama.

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

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 enure 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 Victor W. Mayfield, III deem repairs to be necessary.
3. Upon such determination that repairs are necessary, the costs of such repairs shall be paid by Victor W. Mayfield, III.
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 21 day of

Jan, 2000

Victor W. Mayfield III
Victor W. Mayfield, III

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Victor W. Mayfield, III, 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 Jan, 2000

[Signature]
Notary Public

My commission expires:

10-16-2000

Inst # 2000-00123

01/04/2000-00123
10:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
001 HNS 8.50