

This Instrument was prepared by: Courtney H. Mason, Jr., Attorney At Law  
P.O. Box 360187  
Birmingham, Alabama 35236-0187

STATE OF ALABAMA  
COUNTY OF SHELBY

### MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned, Carter Homes & Development, Inc. own property located on Yeager Parkway in Pelham, Alabama, more particularly described as Lot 3-AB and 3AA, according to a Resurvey of Lots 3, 4 and 5, of Cambrian Valley Office Park as recorded by Map Book 27 page 129 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

And whereas said property is served by a road more particularly described as follows:

A non-exclusive easement for ingress, egress and utilities; as shown on the record map in Plat Book 27 page 129 and described as a 50 foot public general purpose easement.

Whereas, the parties hereto desire to reach an agreement for maintenance of said road, which serves their respective 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. These benefits shall enure to any mortgagee or lienholder of the undersigned, its successors and/or assigns so long as said lien exists.

2. Repairs shall be made to the road from the public road to the subject property at such times as maybe deemed necessary by property owners of 3AB and 3AA (or their assigns) or any mortgagee or lienholder (or its assigns) of the property. The need for repairs shall be mutually agreed upon or upon majority vote of property served by said road if more than two parcels.

3. Upon such determination that repairs are necessary, the costs of such repairs shall be paid 15% by lot 3AB and 85% by 3AA (should 3AA be further divided the 85% will be allocated to the subparts of Lot 3AA).

4. This agreement shall terminate at such time as the above described road is dedicated as a public road and maintained by Pelham, Alabama.

IN WITNESS WHEREOF, we have set our hands and seals, this the 13 day of January, 2001.

Inst # 2001-02020

Carter Homes & Development, Inc.

  
Rayburn Carter, Vice President

01/19/2001-02020  
08:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 HMB 11.00

State of Alabama) County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rayburn Carter, whose name as <sup>Vice</sup> President of the Carter Homes & Development, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 13 DAY OF JANUARY, 2001.

My Commission Expires:

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES MARCH 5, 2003

  
Notary Public