

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, Charles Flynn Gerald and Charles Flynn Gerald, Jr. own real property located in Section 16, Township 20 South, Range 1 West, Shelby County, Alabama, which is served by the following described easement, to-wit:

Together with an non-exclusive 60-foot easement for ingress and egress, lying 30 feet on either side of the centerline described as follows:  
Commencing at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 20 South, Range 1 West, Shelby County, Alabama; thence North 2 degrees 18 minutes 08 seconds West a distance of 680.93 feet; thence continuing Northerly along said line a distance of 30.00 feet for the point of beginning; thence South degrees 38 minutes 46 seconds East a distance of 141.39 feet; thence North 0 degrees 21 minutes 14 seconds East a distance of 172.63 feet; thence North 8 degrees 44 minutes 10 seconds West a distance of 307.91 feet; thence North 22 degrees 28 minutes 04 seconds West a distance of 189.62 feet; thence North 21 degrees 40 minutes 26 seconds East a distance of 233.26 feet to the point of ending.

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 Charles Flynn Gerald and Charles Flynn Gerald, Jr., deem repairs to be necessary.

3. Upon such determination that repairs are necessary, the costs of such repairs shall be paid by Charles Flynn Gerald and Charles Flynn Gerald, Jr.

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 May, 2001.

*Charles Flynn Gerald*  
Charles Flynn Gerald - Fee Owner

*Charles Flynn Gerald Jr.*  
Charles Flynn Gerald, Jr. - Easement Owner

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Charles Flynn Gerald and Charles Flynn Gerald, Jr., 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 21<sup>st</sup> day of May, 2001.

Inst # 2001-21881

My commission expires:

05/30/2001-21881  
10:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 DLH 11.00

*Glenda B. Bradley*  
Notary Public

