

## PRIVATE ROAD MAINTENANCE AGREEMENT

1. THIS AGREEMENT for the maintenance and repair of that certain private road easement, the legal description and/or plat of which is set forth in Exhibit A attached hereto and made apart hereof, is entered into between Warren W. Hobbs and Victoria M. Hobbs (hereinafter referred to as "Hobbs"), Lawrence R. McCullers and Julia ~~P.T~~ *STM* McCullers (hereinafter referred to as "McCullers") and Michael Rogers and Patricia Rogers (hereinafter referred to as "Rogers") who comprise all of the owners (sometimes herein collectively referred to as "the Owners") who will use the private road easement which is described in the aforementioned Exhibit A.

2. WHEREAS, Hobbs, McCullers and Rogers are each the owners of certain real property parcels and all use and enjoy the benefit of said road easement.

3. WHEREAS, it is the mutual desire of the parties hereto that said private road easement be maintained in a safe and usable condition by the Owners; and,

4. WHEREAS, it is the mutual desire of the parties hereto to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among the Owners; and,

5. WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive LOT OWNER of all or any portion of the property,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The property is benefitted by this Agreement, and present and successors in interest of any of the Owners of the property are expressly bound hereby for the benefit of the land.

2. The cost and expense of maintaining the private road easement shall be divided equally among the subdivided parcels created in the subdivision and paid by the Owners or the heirs, assigns and successors in interest of each such owner.

3. In the event any of the herein described parcels of land are subdivided further, the LOT OWNERS, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.

4. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the Owners:

Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement. Repairs and maintenance under this Agreement shall include, but are not limited to, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

*WH/VH*      *PR/MR*      *STM*



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Shelby Cnty Judge of Probate, AL  
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5. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

6. Repair and maintenance work on the private road easement shall be commenced when a majority of the LOT OWNERS agree in writing that such work is needed, and a majority of the owners must also agree as to the pricing of any repairs or maintenance. Work will not commence until all three owners have provided satisfactory proof that their pro rata portion of the funds have been set aside and made available. When work is completed and a majority of the owners have approved the completed work, then payment shall be made in full for said work. The owners agree that they shall not use any entity for repairs or maintenance who is not fully insured, and each owner should make certain that they are protected from liability for road repairs and maintenance by their own respective insurance policies.

7. Should any LOT OWNER fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any LOT OWNER or OWNERS shall be entitled without further notice to institute legal action for the collection of funds, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney fees.

8. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the LOT OWNERS.

9. The terms of this Agreement may be amended in writing upon majority approval of the LOT OWNERS and consent of the COUNTY.

10. This Agreement shall be governed by the laws of the State of Alabama. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.

WV/VH

PR/MR

Ken  
JTM



IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day  
of June, 2009

Warren W. Hobbs (Seal)  
Warren W. Hobbs

Victoria M. Hobbs (Seal)  
Victoria M. Hobbs

Lawrence R. McCullers (Seal)  
Lawrence R. McCullers

Julia T. McCullers (Seal)  
Julia ~~PT~~ McCullers  
J T M

Michael Rogers (Seal)  
Michael Rogers

Patricia Rogers (Seal)  
Patricia Rogers

STATE OF ALABAMA  
J P Pferson COUNTY

Before me, the undersigned authority, personally appeared Warren W. Hobbs  
and Victoria M. Hobbs, who being first sworn, doth depose and state that they have  
executed the above and foregoing Private Road Maintenance Agreement for and as  
their act and have done so voluntarily, this 18 day of June, 2009.

[Signature]  
Notary Public

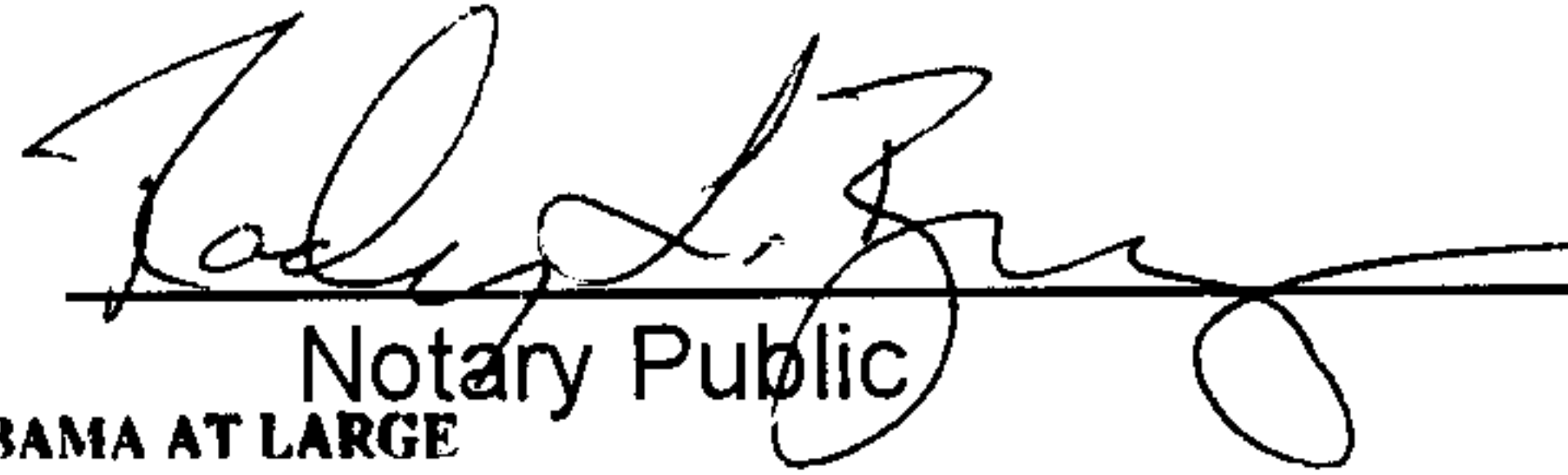
My commission expires: 4/4/12



STATE OF ALABAMA  
Shelby COUNTY

ATM

Before me, the undersigned authority, personally appeared Lawrence R. McCullers and Julia ~~Mc~~ McCullers, who being first sworn, doth depose and state that they have executed the above and foregoing Private Road Maintenance Agreement for and as their act and have done so voluntarily, this 19 day of June, 2009.

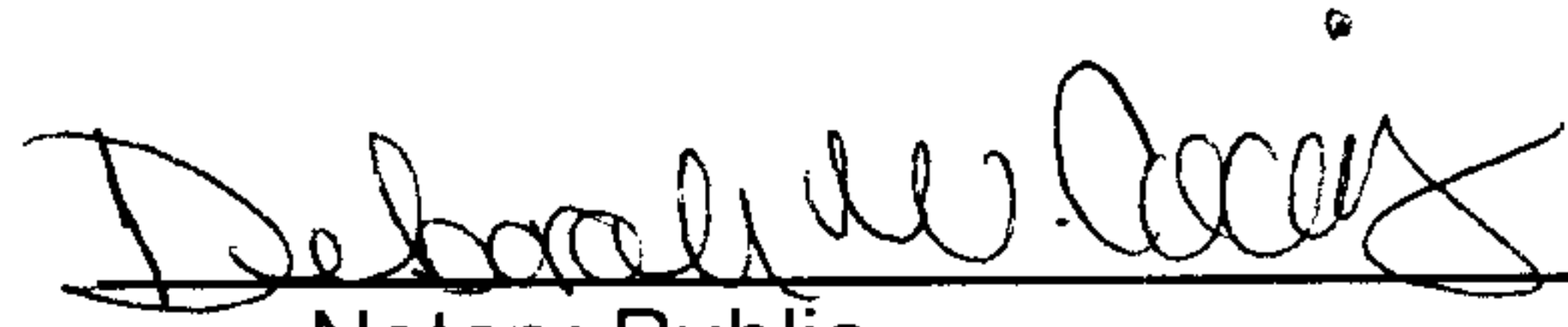
  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: \_\_\_\_\_

STATE OF ALABAMA  
Shelby COUNTY

Before me, the undersigned authority, personally appeared Michael Rogers and Patricia Rogers, who being first sworn, doth depose and state that they have executed the above and foregoing Private Road Maintenance Agreement for and as their act and have done so voluntarily, this 19 day of June, 2009.

  
Notary Public

My commission expires: 4-26-10

Exhibit A to Private Road Maintenance  
Agreement

From the SE corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 1, Township 20 South, Range 1 West run northerly along the East side of said Quarter-Quarter for 252 feet; then turn an angle of 91 degrees 28 minutes 22 seconds to the left and run 527.15 feet; then turn an angle of 88 degrees 14 minutes 52 seconds to the left and run 480.06 feet to an iron pin in the centerline of the 20 foot wide easement being here described. This is the point of beginning; then turn an angle of 105 degrees 36 minutes 30 seconds to the left and run 295.4 feet along the centerline of the 20 foot wide easement; then turn an angle of 78 degrees 18 minutes 30 seconds to the left and run 271.5 feet along the centerline of the 20 foot wide easement; then turn an angle of 66 degrees 25 minutes 18 seconds to the right and run 294.2 feet along the centerline of the 20 foot wide easement to a point on the East side of said Quarter-Quarter; that point being 242 feet North (along the Quarter line) of the SE corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said section; then turn an angle of 25 degrees 44 minutes 34 seconds to the right and run 260 feet, more or less, to the centerline of Shelby County Road #447. Situated in Shelby County, Alabama.



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WAB/VH

DR/MR

ATM