

## ROAD MAINTENANCE AGREEMENT

Owners Name/Legal Description/Parcel: Joseph S. Williams AND Mary  
Lee Williams Parcel #1 27-1-01-0-001-010-002  
as recorded in Shelby County, Alabama Map Book 41  
Page 36

Owners Name/Legal Description/ Tax ID: Jeremy Michael House  
Charlotte Elizabeth House Lot 3 of the House -  
Williams Family Subdivision as Recorded in the  
Shelby County Map Book 41, Page 36 as Instrument  
No. 20090616000228920

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the:

Private Road as Drawn in the House - Williams  
Family Subdivision Shelby Co Map Book 41  
Page 36 as Instrument # 20090616000228920

### Each Party Agrees as Follows:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance and repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to each party.

2. **Payment.** The cost for agreed maintenance and repair shall be borne and shared equally by the owners of the parcels having equal access therefrom. In the consent to repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.

3. **Successors in Interest.** This agreement is binding on the heirs, assigns and successors in interest of the parties.

4. **Underground Utilities Repairs.** Whenever changes to or emergency repairs are required to the underground servicing systems (Including but not limited to: Gas, Water, Electricity, Sewer, Cable, and Phone) that require breaking the surface of the easement property to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for change or repair shall be agreed to by the property owner prior to initiation.

**5.Damage.** It is also understood and agreed that if that owner of a parcel having access over this easement damages or disturbs the surface of the roadway over this easement, (other than normal automobile and servicing ingress and egress.) Then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.

**6.Unpaid Costs or Unrepaired Damage to be a Lien on Land.** In the event a party does not pay his or her pro rata share on costs within thirty (30) days after it is requested or a party responsible for damage to the roadway does not immediately correct the damage, then the remaining parties shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby. Said lien shall be forclosable as a mortgage pursuant to the laws of the state of Alabama.

Signed this 29 day of October, 2009.

Joseph S. Williams  
Owners Name

Mary Lou Williams  
Owners Name

Michael H  
Owners Name

Charlotte House  
Owners Name

STATE OF ALABAMA

SHELBY COUNTY

I Terrie Atchison hereby certify that Joseph S. Williams 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 this 29th day of October, 2009.

Terrie Atchison  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 5, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS