



SHARED ROADWAY AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this 3rd day of February, 2010 by Johnny L. Brown and John F. & Laurie Brown collectively referred to as **Users**.

Background of Agreement

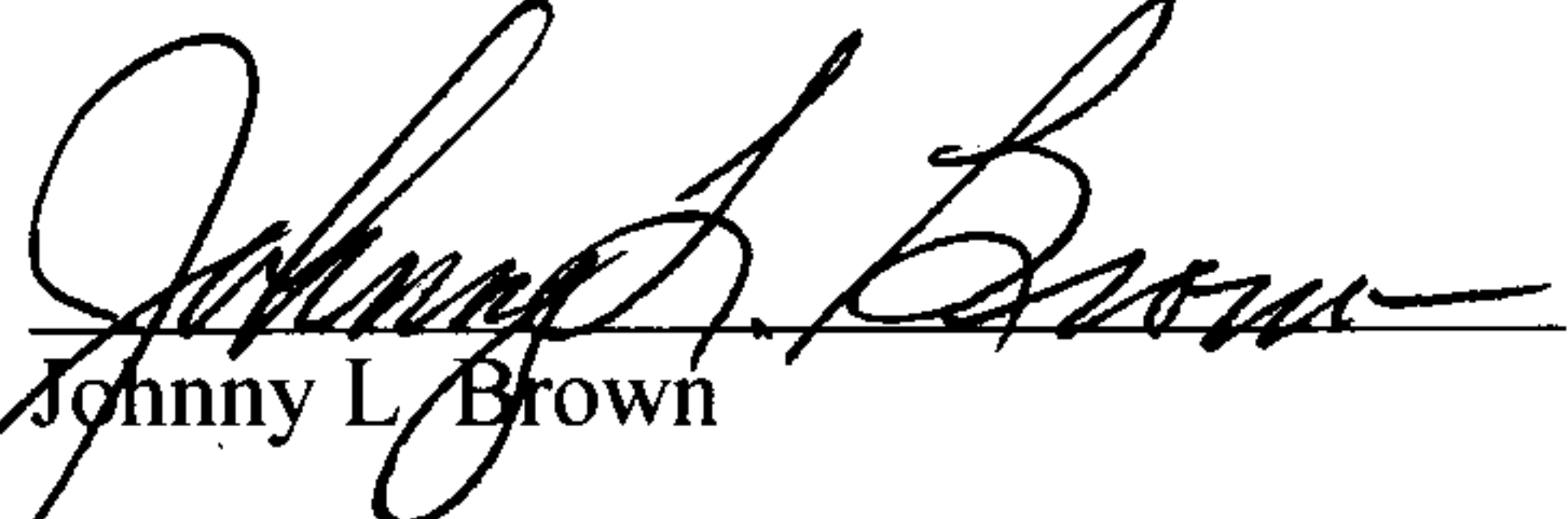
Users are owners of adjacent properties in the City of Calera, Shelby County, Alabama. Johnny L. Brown (Owner A) is owner of the property known as Shelby County Uniform Property Identifier number 28-2-10-0-001-015.002 also known as 290 Hidden Lane. John F. & Laurie Brown (Owner B) is owner of Shelby County Uniform Property Identifier number 28-2-10-0-001-015.000 also known as 275 Hidden Lane. The Users own properties that abut each other and have access from Hidden Lane. There is a driveway that serves both properties; however, the driveway is the property of Owner A. The Users have determined that it is in their mutual interest to have executed and recorded an agreement for sharing the costs of maintenance and repair of the roadway. The purpose of this Agreement is to place into writing the mutual rights and obligations of the users of the jointly used driveway.

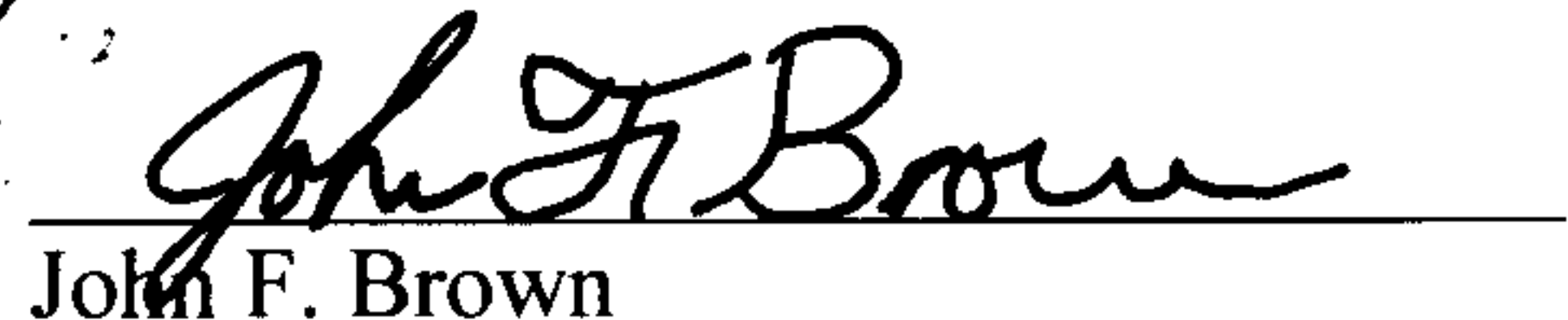
Agreement

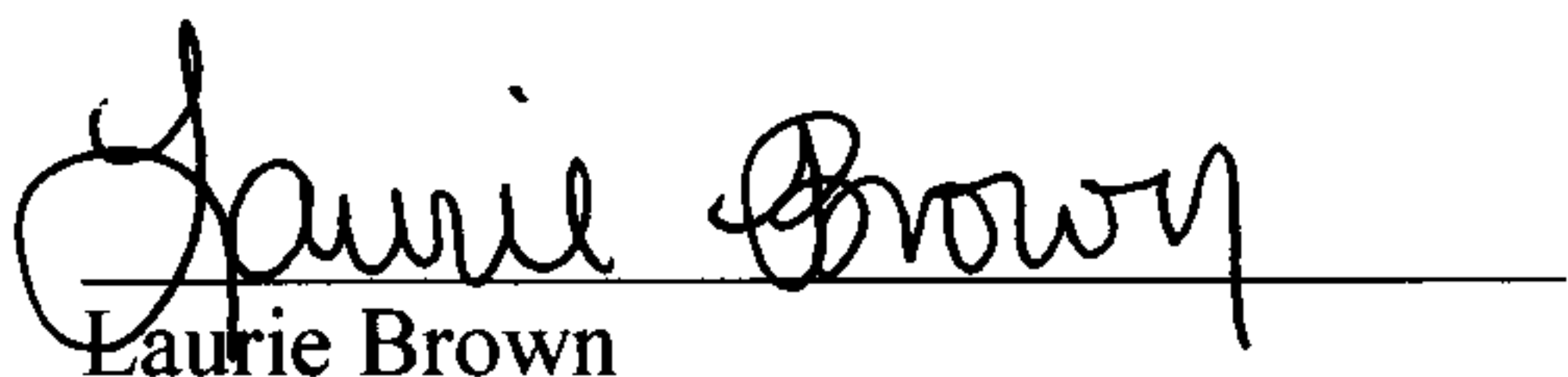
NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. **Grant of Easement.** Owner A grants Owner B an easement over and across his property for the purpose of ingress and egress to their adjoining properties.
2. **Sharing of Costs and Expenses.** The parties shall share the expenses as follows:
Johnny L. Brown, his successors and assigns shall pay one-half of the maintenance and repair of the driveway that is jointly used. John F. & Laurie Brown their successors and assigns shall pay one-half of the costs of maintenance and repair of the jointly used driveway that is used solely by them.
3. **Binding Effect.** This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

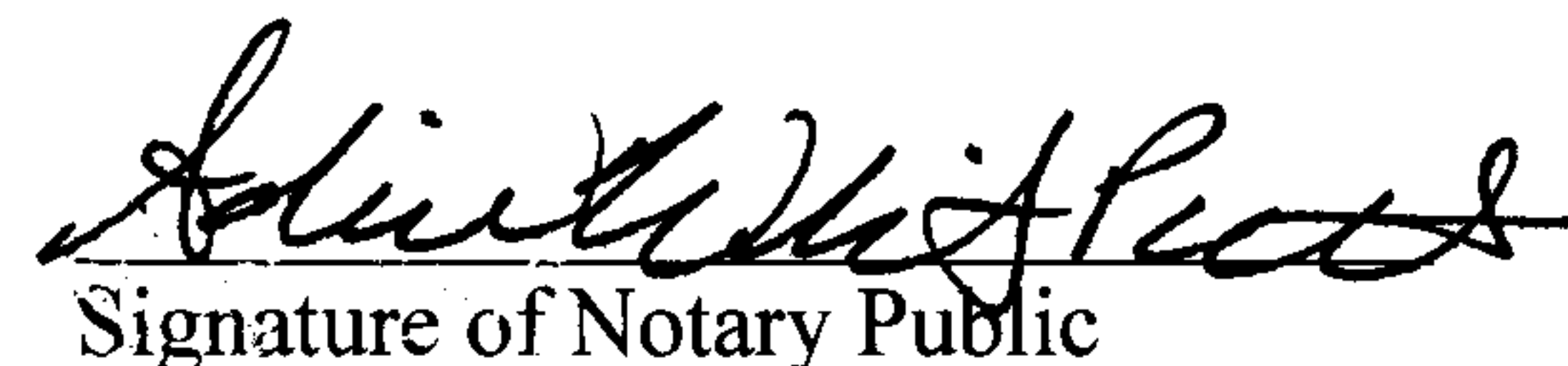
This Agreement dated this 3rd day of February, 2010.


Johnny L. Brown


John F. Brown


Laurie Brown

Sworn to before me this 3rd day of February, 2010.


Signature of Notary Public

My commission expires February 3, 2013