



20101122000391010 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
11/22/2010 11:08:18 AM FILED/CERT

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

Brian K. Allen

See attached

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

Brian K. Allen

26-10-10-00-10-1-6001

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF
OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR
ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL
MAINTENANCE OF THE: INSERT LEGAL OF EASEMENT HERE

See Exhibit A

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.



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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. **SUCCESSIONS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**
4. **UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (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 THE 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 SERVICE 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**



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OR HERS 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
WASHINGTON.

Donald Baurly
OWNERS NAME

Marshall J. Goggins
OWNERS NAME

Willis R. Allen
OWNERS NAME

Dean Deely
OWNERS NAME

NOTARY: Charles M. Hardin

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 14, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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20101020000351620 3/3 \$24.00
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10/20/2010 03:13:36 PM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 22 South, Range 4 West, Shelby County, Alabama and thence run southerly along the east line of said Section 1 a distance of 413.66 feet to the point of beginning of the property being described; thence continue along the last described course for a distance of 234.04 feet to a point; thence turn an angle to the right of 91 degrees 00 minutes 09 seconds and run westerly for a distance of 102.35 feet to a point; thence turn an angle to the right of 79 degrees 06 minutes 52 seconds and run northwesterly for a distance of 238.29 feet to a point; thence turn an angle to the right of 100 degrees 53 minutes 08 seconds and run easterly for a distance of 143.26 feet to the point of beginning.

A non-exclusive 30.00 foot wide easement for access to this property as show on the plat and described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 22 South, Range 4 West, Shelby County, Alabama and run thence southerly along the east line of said 1/4-1/4 a distance of 413.66 feet to a point; thence turn an angle to the right of 91 degrees 00 minutes 09 seconds and run westerly for a distance of 143.26 feet to the point of beginning of the easement being described; thence continue along the last described course 172.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run southerly for a distance of 30.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run easterly for a distance of 177.77 feet to a point; thence turn an angle to the left of 100 degrees 53 minutes 08 seconds and run northwesterly 30.55 feet to the point of beginning and the end of said easement.

Together with a non-exclusive easement for ingress and egress:

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 22 South, Range 4 West, Shelby County, Alabama and run thence southerly along the east line of said quarter-quarter a distance of 443.66 feet to a point; thence turn 91 degrees 00 minutes 09 seconds right and run westerly 30 feet south of and parallel with the north line of the Allen Property located in said quarter-quarter a distance of 315.26 feet to a point on the west boundary line of the Allen Property and the point of beginning on the centerline of the easement being described; thence continue along last described course a distance of 15.00 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds for a distance of 215.13 feet to the intersection of easement centerline and the south right of way line of Shelby County Highway #22 and the end of the proposed easement. Said easement being fifteen feet on each side of just described centerline.