


Maintenance Agreement


20150807000272760 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
08/07/2015 11:08:13 AM FILED/CERT

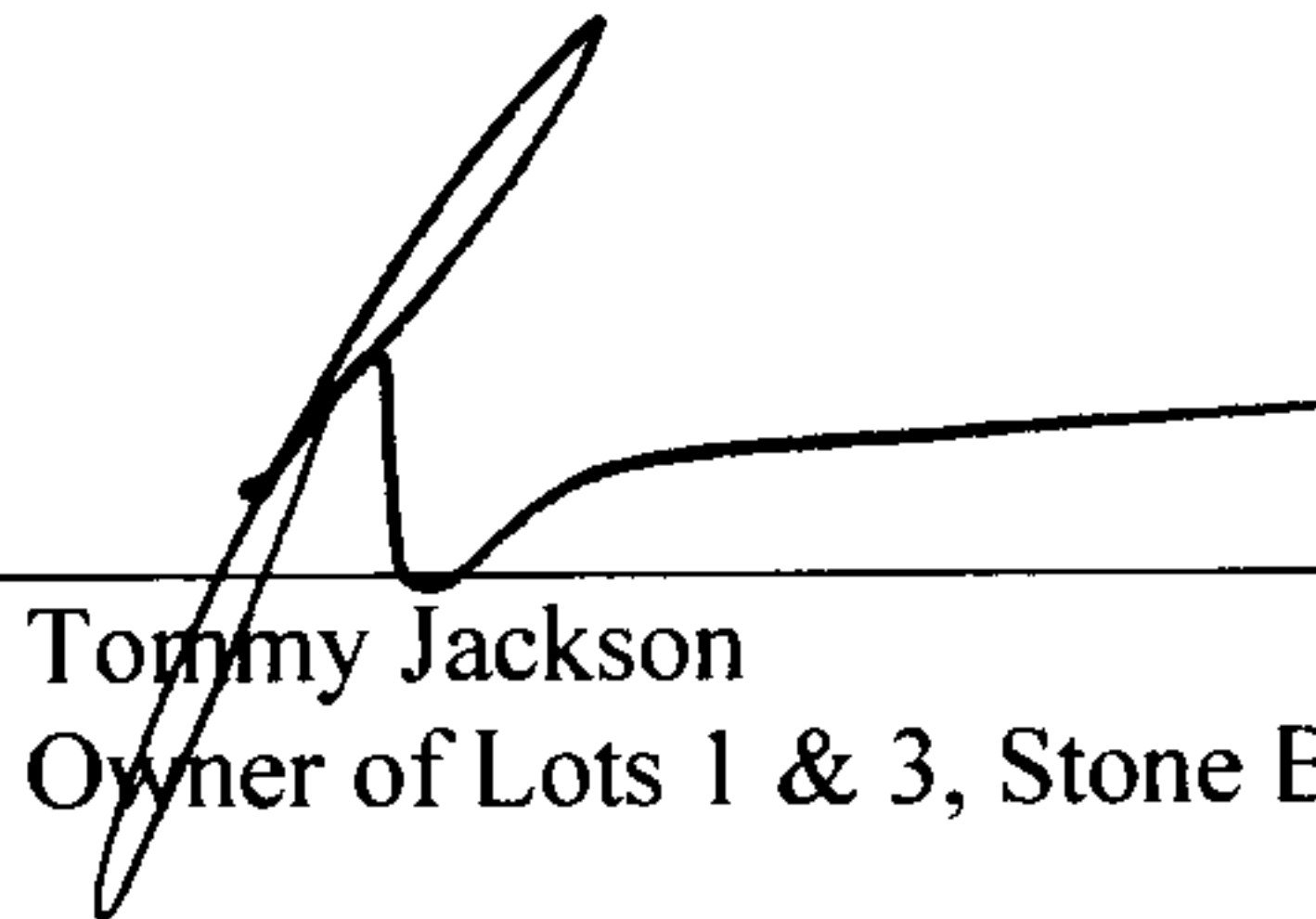
Whereas Tommy Jackson is the owner of Lots 1 and 3, according to the survey of Stone Briar, as recorded in Map Book 38, Page 108, in the Probate Office of Shelby County, AL; and

Whereas Dan W. Burns, Jr. and Karen Burns are the owners of Lot 2, according to the Survey of Stone Briar, as recorded in Map Book 38, Page 108 in the Probate Office of Shelby County, AL; and

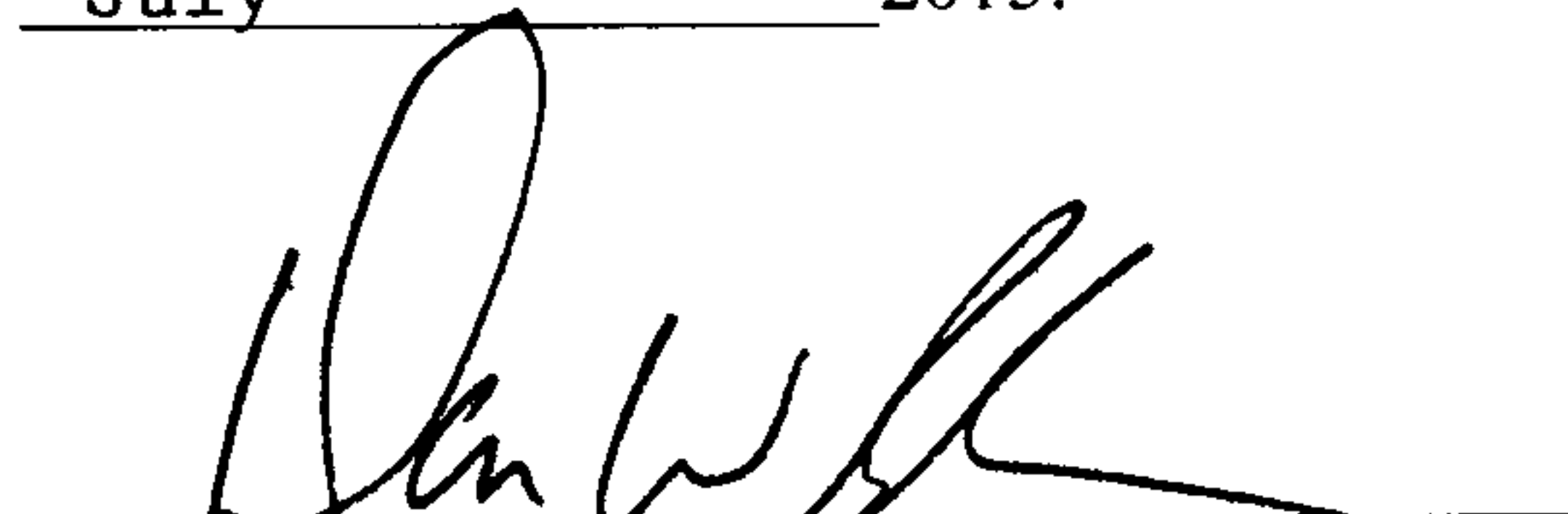
Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, desire to establish and provide for perpetual maintenance of the ingress egress easement as established by recorded map in Map Book 38, page 108 in the Probate Office of Shelby County, AL. and further provide for joint ownership and maintenance of gates or other limitations on access if established on said ingress egress easement in the future, it is mutually agreed as follows:

- (1) The parties shall maintain and repair the existing road and share equally in the expense for normal maintenance and repair with each lot owner paying one-third of the expense. No expense shall be incurred by any party without unanimous consent of all parties hereto. Such consent shall be in writing and signed by all parties
- (2) The cost for agreed maintenance and repair shall be borne and shared equally by the owners of the three parcels having access to said easement. 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) Should all parties to this agreement unanimously elect to construct entrance gates or other limitations on access on the established easement the cost of same together with the maintenance and repair would be handled as set forth above.
- (4) This agreement is binding on the owners of the Three (3) lots described above, their heirs, successors or assigns.
- (5) It is understood and agreed that if an owner of a parcel subject to this agreement damages or disturbs the surface of the roadway under this easement (other than normal automobile and servicing ingress and egress), then that party shall be responsible to immediately restore the road surface to as nearly as possible the condition in which existed prior to being disturbed.
- (6) In the event a party does not pay its pro rata share of agreed to costs within 30 days from repair or maintenance completion, or a party responsible for damage to the improvements 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 property, and may bring legal action for such costs, including court costs and attorney fees.

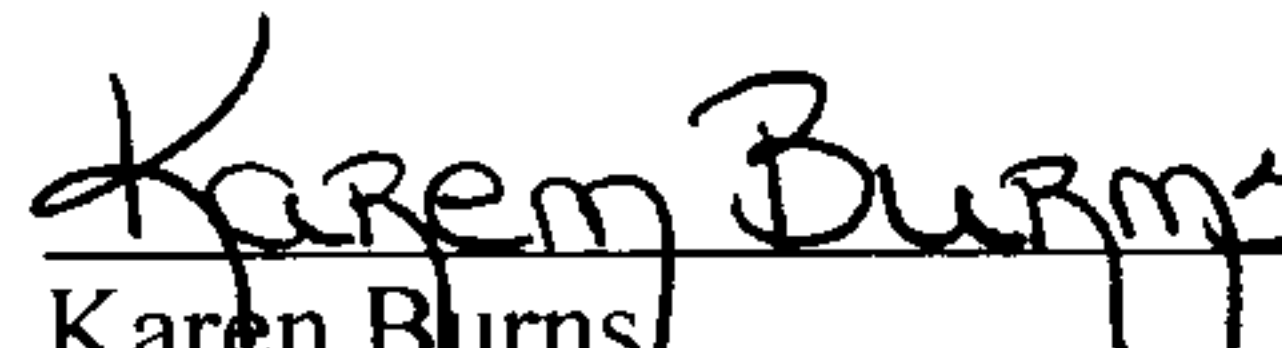
This agreement entered into on the 27th Day of July 2015.



Tommy Jackson
Owner of Lots 1 & 3, Stone Briar



Dan W. Burns, Jr,



Karen Burns
Owners of Lot 2, Stone Briar


STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

General Acknowledgment

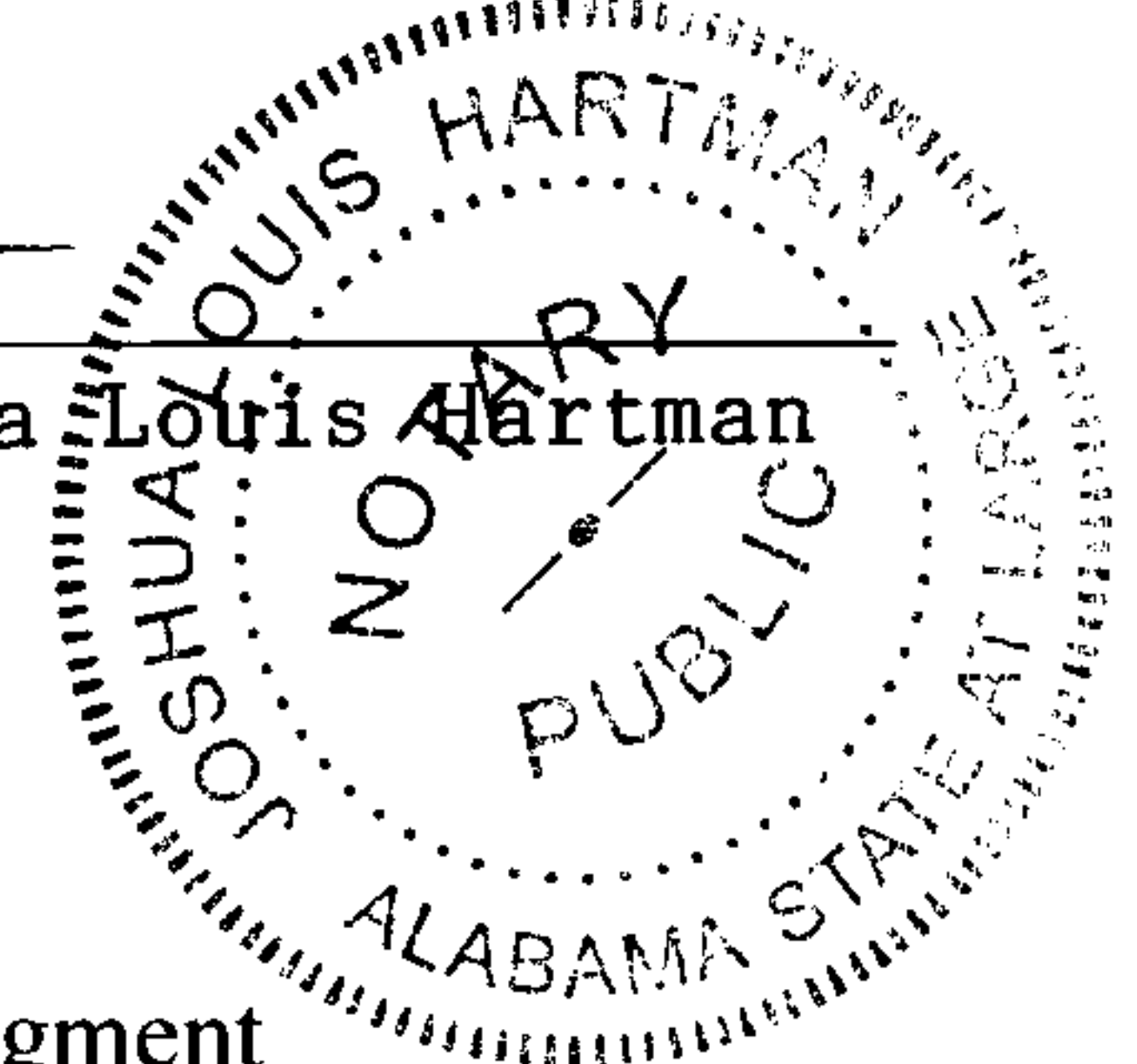
I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify Tommy Jackson, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of July, 2015, A.D., 2015.

My Commission Expires: 3/19/16



Notary Public: Joshua Louis Hartman




STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

General Acknowledgment

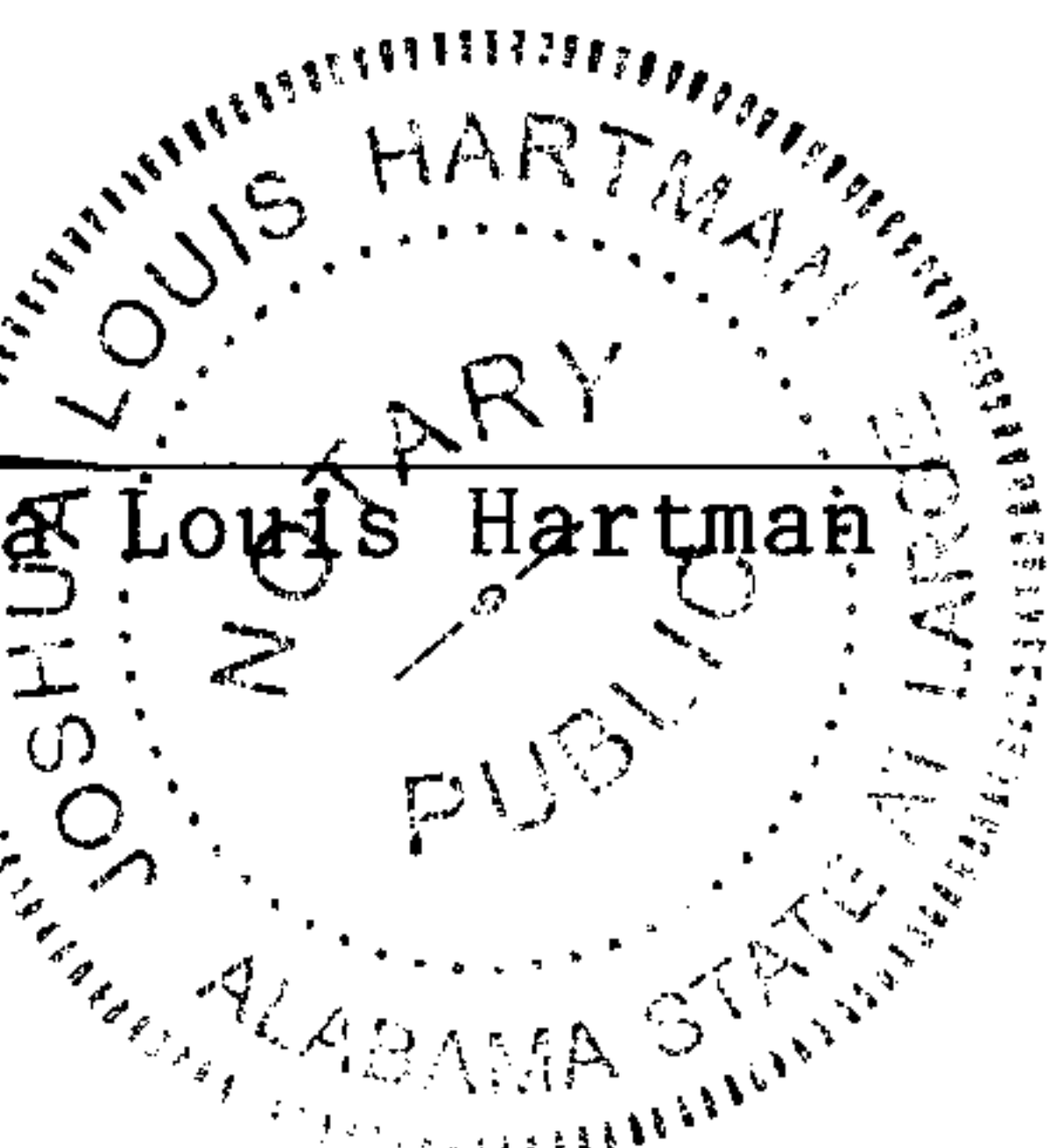
I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify Karen Burns & Dan W. Burns, Jr., whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they/he/she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 27th day of July, 2015, A.D., 2015.

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