

This Instrument was prepared by: Michael T. Atchison,  
Attorney At Law  
Post Office Box 822  
Columbiana, AL. 35051

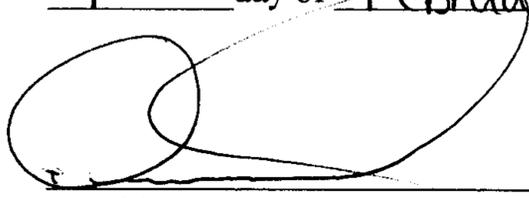
STATE OF ALABAMA  
SHELBY COUNTY

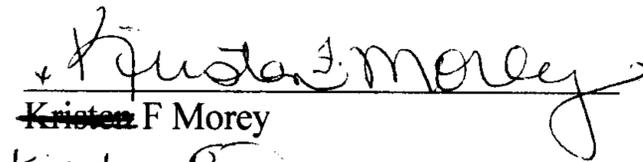
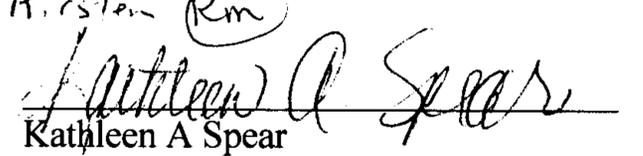
**PRIVATE ROAD MAINTENANCE AGREEMENT**

NOW THEREFORE, in consideration of \$1.00 and the use of the above described non-exclusive easement, to be known as (See Exhibit 'A'), we do hereby agree to the following terms and conditions:

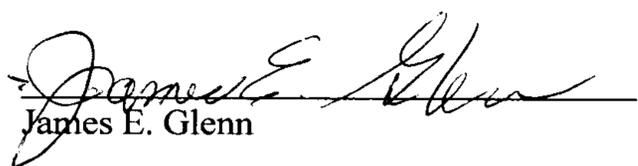
1. The above described easement for the benefit of the undersigned parties, their customers, guest and invites, and their heirs, successors and assigns and shall be used solely for the purpose of ingress, egress and installation of utilities to and from the property of the respective parties to this agreement and any future parties owning land.
2. The easement herein, set out shall be a covenant and run with the land of the present owners, hereinabove named and subsequent owners, and their respective heirs, successors and assigns, and it shall be perpetual and non-exclusive.
3. The easement, restrictions, benefits and obligations hereunder shall create mutual benefits and service running with the land. This Agreement shall bind and inure to the benefit of the parties thereto, their respective heirs, successors and assigns.
4. Any damage to said easement and improvements that might occur as a result of normal wear and tear shall be corrected by the owners, at their equal expense. Time of repair will be of the essence. It shall be the owner's responsibility to make necessary repairs on an as needed basis.

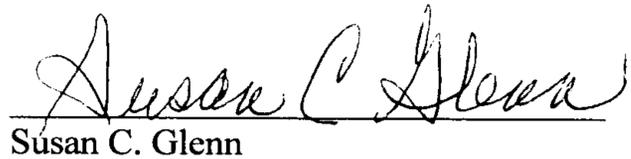
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the 9<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
David M. Morey

  
~~Kristen~~ F Morey  
Kristen (Rm)  
  
\_\_\_\_\_  
Kathleen A Spear

  
\_\_\_\_\_  
John C Spear III

  
\_\_\_\_\_  
James E. Glenn

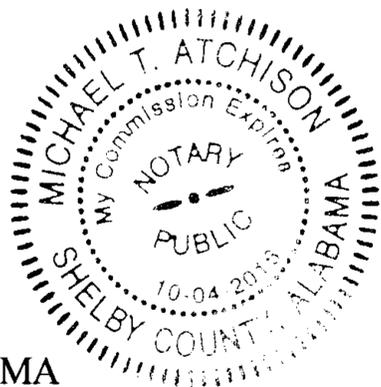
  
\_\_\_\_\_  
Susan C. Glenn

  
20160210000042680 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
02/10/2016 10:32:45 AM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared David M. Morey and wife ~~Kristen~~ <sup>Kristen</sup> F. Morey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4<sup>th</sup> day of February, 2016.

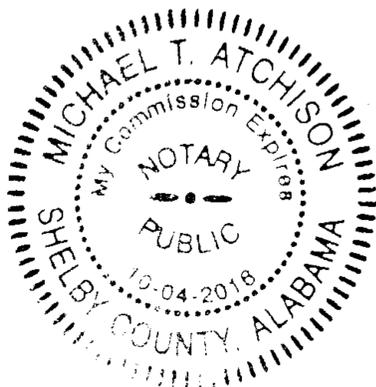


  
Notary Public  
My Commission Expires: 10-4-16

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared John C. Spear III and Kathleen A. Spear, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7<sup>th</sup> day of February, 2016.

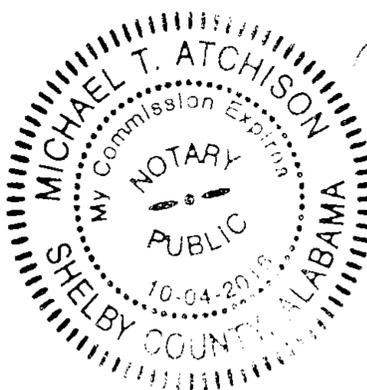


  
Notary Public  
My Commission Expires: 10-4-16

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared James E. Glenn and Susan C. Glenn, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4<sup>th</sup> day of February, 2016.



  
Notary Public  
My Commission Expires: 10-4-16

  
20160210000042680 2/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
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