

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 13th day of July, 2016, by and between David K. Satterwhite, hereinafter referred to as "Satterwhite;" and Jobie Moore, hereinafter referred to "Moore."

WITNESSETH:

WHEREAS, Satterwhite is the owner of a private road hereinafter referred to "private road", more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION,

WHEREAS, said easement crosses other property which is owned by Satterwhite; and

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00), cash, and the mutual covenants contained herein, the Satterwhite hereto agree as follows:

1. That Satterwhite agrees to maintain said easement in the same condition and with like materials as of the date of this agreement.
2. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said private road. Further, no third party shall have the right to enforce the agreement between the parties.
3. In the event the state of any governmental entity accepts the maintenance of the private road, then this agreement shall expire and be null and void.
4. This agreement shall be binding on the parties hereto, their successors and assigns. The covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the 13th day of July, 2016.

David K. Satterwhite

Jobie Moore

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared David K. Satterwhite, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 13th day of July, 2016.

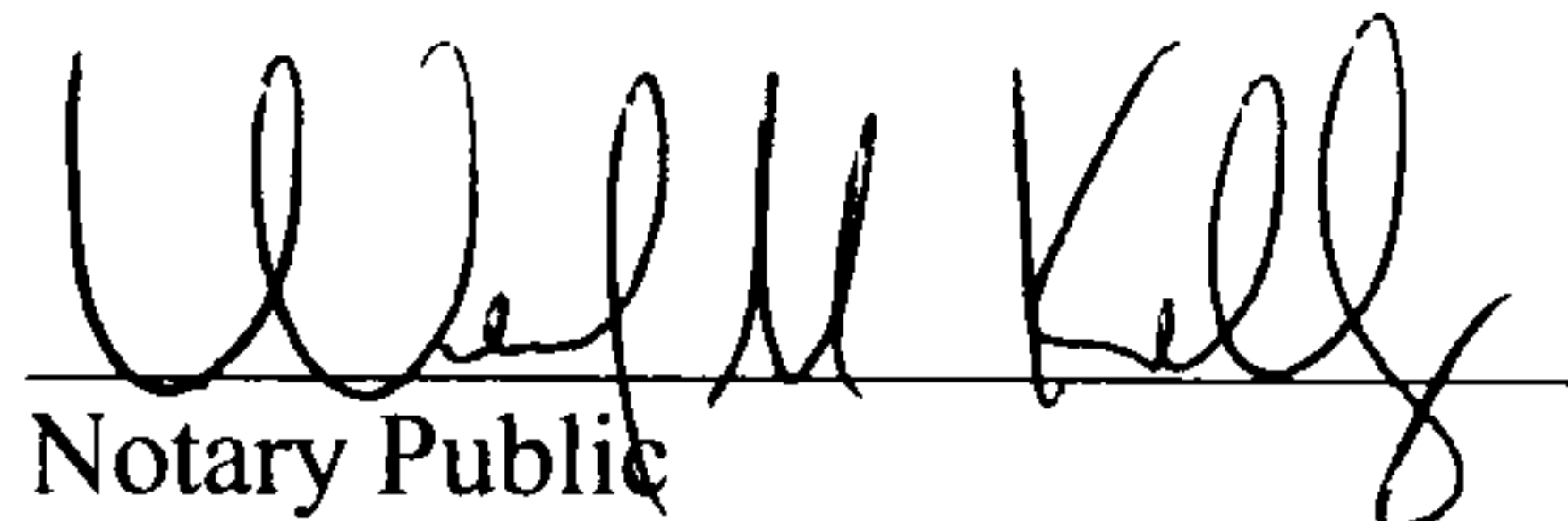
Wendy M. Kelly
Notary Public

My commission expires: 8/14/2019

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Jobie Moore, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 13th day of July, 2016.


Notary Public

My commission expires: 8/14/2019



20160713000244010 2/3 \$21.00
Shelby Cnty Judge of Probate, AL
07/13/2016 03:16:34 PM FILED/CERT

EXHIBIT A – LEGAL DESCRIPTION

Together with an easement across the following described property:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 18, Township 18 South, Range 1 East; thence run East along the South line of said 1/4 - 1/4 Section for 182.46 feet to the point of beginning of said 20-foot strip; thence run North 20 feet, more or less, along the centerline of said 20-foot strip to the intersection of said centerline with the South line of Adams Road.



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