

ROAD USE AND MAINTENANCE AGREEMENT

WHEREAS, JAMES A. BOULWARE, III(BOULWARE) is the owner of certain real property located in Shelby County, Alabama described as follows:

LOT NO. 2B OF THE SUBDIVISION OF LOT NO. 2 OF
YELLOWLEAF SUBDIVISION AS RECORDED IN MAP BOOK
21, PAGE 15 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA;

and

WHEREAS, HARRY L. DeARMAN and CHERRY F. DeARMAN (DeARMANS) are the owners of certain real property located in Shelby County, Alabama described as follows:

LOT 1 ACCORDING TO THE SURVEY OF YELLOWLEAF
SUBDIVISION AS RECORDED IN MAP BOOK 9, PAGE
37 IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA;

and

WHEREAS, KELLY CHAPPELL(CHAPPELL) is the owner of certain real property located in Shelby County, Alabama described as follows:

LOT 3D ACCORDING TO A RESUBDIVISION OF LOT 3
OF YELLOWLEAF SUBDIVISION AS RECORDED IN MAP
BOOK 20, PAGE 85 IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.;

and

WHEREAS, All three properties utilize a common private roadway for purposes of vehicular ingress and egress to their respective properties, which is owned by the DeARMANS; and

WHEREAS, The Parties are desirous of entering into this Agreement to confirm the rights, privileges, responsibilities and duties as to each Party as to and for the shared use and maintenance of the private roadway as depicted on Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

Now therefore, for and in consideration of the premises and the mutual benefit to be derived by each Party, their respective heirs, successors and assigns the undersigned do hereby agree by and between themselves and for their respective heirs, successors and assigns as follows:

The sums owing for the initial construction of the private roadway as depicted on said Exhibit "A" have in fact been paid by DeARMAN and CHAPPELL, and BOULWARE is due to pay the sum of \$3695.33 in good funds before BOULWARE is entitled to any privileges under this Agreement.

All costs of future maintenance and repair expense shall be shared on an equal one-third each basis.

The decision to effect maintenance and or repair work will be done on an "as needed" basis and approved by a two thirds(2/3) vote. Work will be let under written bid. Each Party will be responsible for one third of said cost on the bid, which is to be paid into trust to DeARMANS, or their appointed successor, before work will commence. Each Party will also be responsible for one-third of any excess expense which may be incurred.



Should any Party not contribute its one-third share of the expense of such agreed to work and any cost overruns, it is mutually agreed and understood that the right to use and enjoyment of the said private roadway can be suspended or revoked without notice. The revocation shall effect the defaulting Party and any and all family members, guests, and other invitees. Such termination may be published by filing a Statement of Termination in the Probate Office of Shelby County, Alabama referencing the recording information of this instrument, the name of the defaulting Party and the legal description of their real property.

This Agreement is declared to be a covenant running with the land and shall be for the benefit of each Party hereto and their respective heirs, successors and assigns, unless terminated as provided herein.

In Witness Whereof this has been caused to be executed this _____ day of _____, 2001.

James A. Boulware, III SEAL
JAMES A. BOULWARE, III

Kelly Chappell SEAL
KELLY CHAPPELL

Harry L. Dearman SEAL
HARRY L. DEARMAN

Cherry F. Dearman SEAL
CHERRY F. DEARMAN

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES A. BOULWARE, III whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of April, 2001.

MUST AFFIX SEAL

Nancy L. Richard
Notary Public
Print Name: Nancy L. Richard
Commission Expires: 8/14/2001

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KELLY CHAPPELL whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of April, 2001.

MUST AFFIX SEAL

Lynda J. Freeman
Notary Public
Print Name: Lynda J. Freeman
Commission Expires: July 5, 2001

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that HARRY L. DeARMAN and CHERRY F. DeARMAN whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2001.

MUST AFFIX SEAL

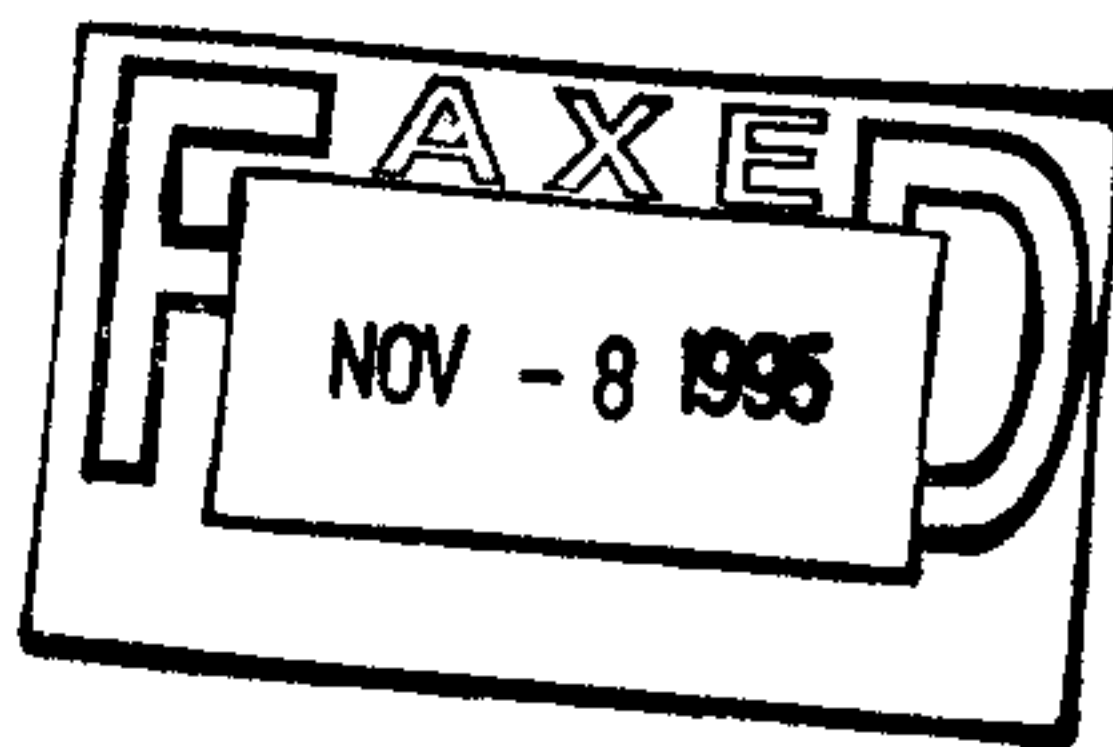
Tracy R. Kelly
Notary Public
Print Name: Tracy A. Kelly
Commission Expires MY COMMISSION EXPIRES
SEPTEMBER 10, 2003.

Prepared by:
Gene W. Gray, Jr.
2100 SouthBridge Parkway
Suite 635
Birmingham, AL 35209
205 879 3400

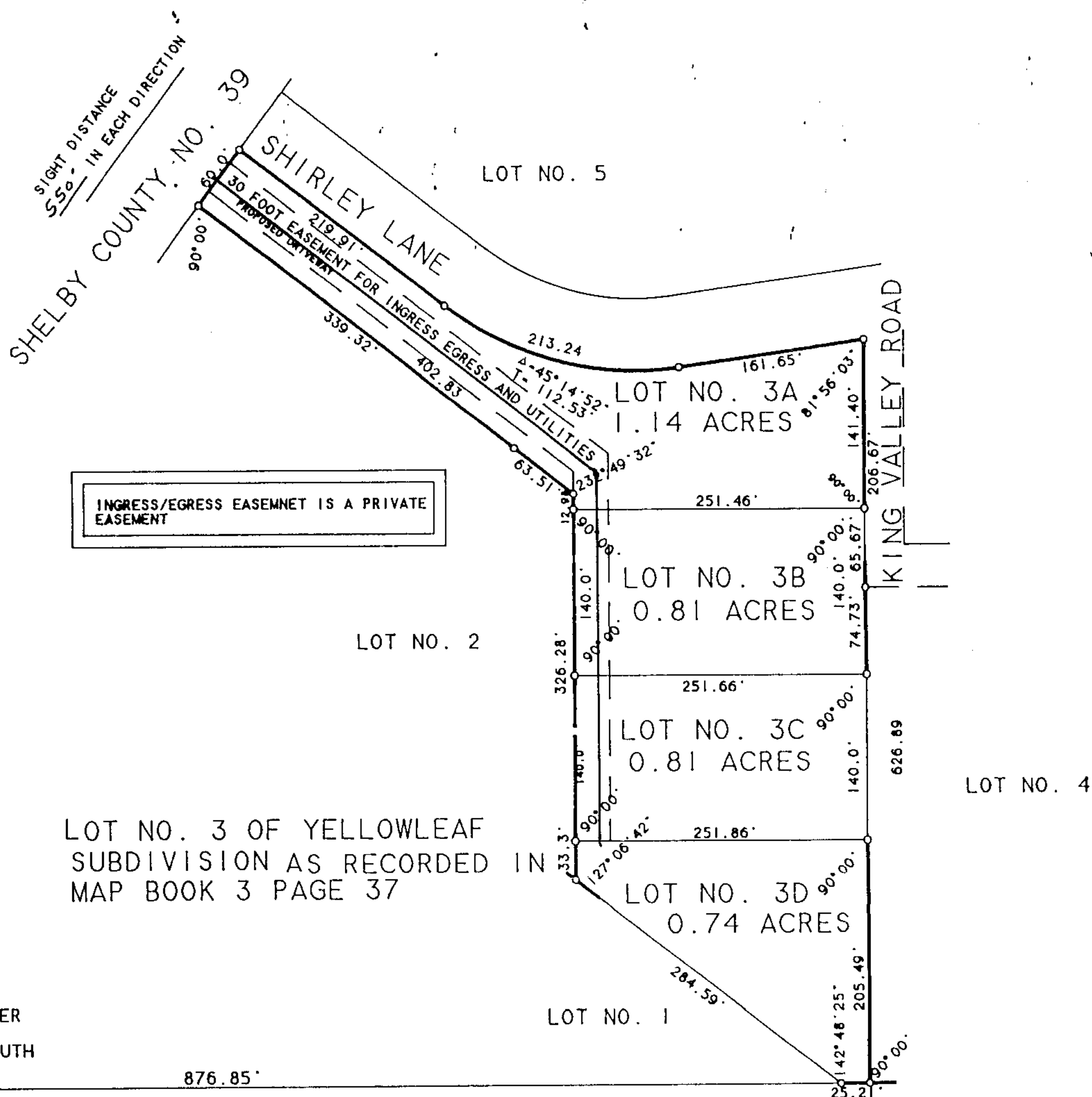


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Shelby Cnty Judge of Probate, AL
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CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING BUILDING SITES FREE OF DRAINAGE PROBLEMS.