

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way of lands to which such easement is known as Yellow Jacket Road, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.
4. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.
5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
6. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owners shall have the right to apply for such relief as may be available under the law as if this agreement were not in effect.
7. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public road by a

(1)

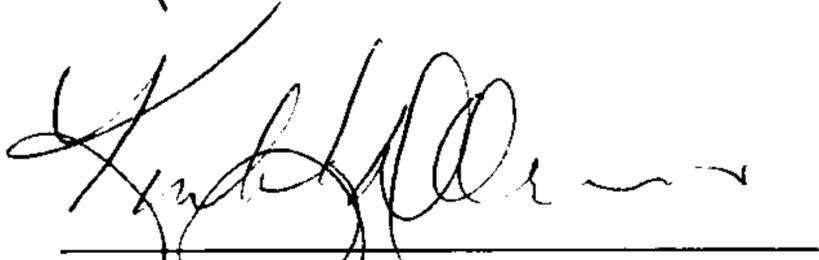


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governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.

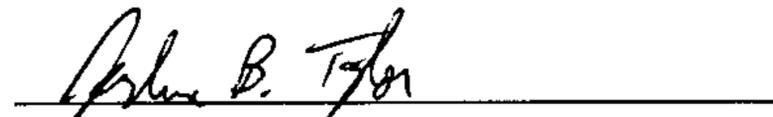
8. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.

IN WITNESS WHEREOF, we have executed this declaration this 30th day of April, 2018.



Kimberly D. Orsini

20-8-27-0-000-011.000 & 11.004
Parcel ID



Joshua B. Taylor

20-8-27-0-000-011.003
Parcel ID



Elizabeth M. Taylor

20-8-27-0-000-011.003

State of Alabama

County of Shelby

I, The Undersigned, a notary public, hereby certify that ~~Kimberly D Orsini~~ ^{Joshua B Taylor and Elizabeth M Taylor} whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal this the 2nd day of April, 2018.

Barbara Himes Calhoun
Notary Public

My Commission Expires: May 20, 2018



State of Alabama

County of Shelby

I, The Undersigned, a notary public, hereby certify that ~~Joshua B Taylor and Elizabeth M Taylor~~ ^{Kimberly D Orsini} whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal this the 30th day of March, 2018.

[Signature]
Notary Public

My Commission Expires: 1-23-22

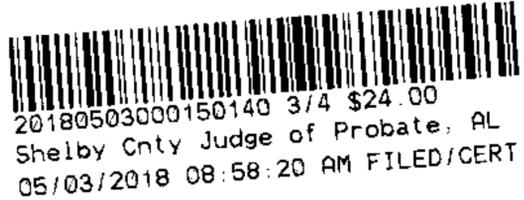
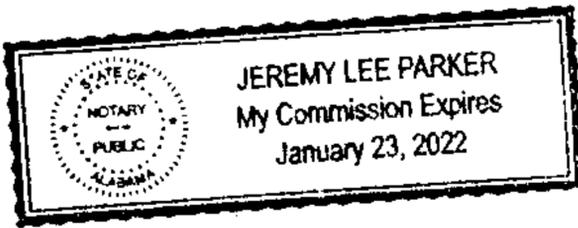


Exhibit "A"

A 20 foot wide ingress/egress and utility easement lying 10 feet either side of and parallel to the following described centerline:

Commence at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 21 South, Range 1 East, Shelby County, Alabama; thence North 85 degrees 19 minutes 14 seconds West a distance of 665.06 feet; thence South 03 degrees 29 minutes 18 seconds West a distance of 125.60 feet; thence South 86 degrees 30 minutes 42 seconds East a distance of 10.00 feet to the beginning of said centerline; thence South 03 degrees 29 minutes 18 seconds west a distance of 1915.33 feet; thence South 86 degrees 30 minutes 42 seconds East a distance of 441.60 feet to the point of ending of said centerline; Said easement situated in Section 22 and 27, all in Township 21 South, Range 1 East, Shelby County, Alabama


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