

STATE OF ALABAMA) SHELBY COUNTY

ROAD MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT entered into this 27th day of March, 2017, by and between John Lloyd Suttle and James W. Suttle, as Trustees of the Suttle Revocable Trust, dated January 15, 2000 (hereinafter referred to as "Suttle"), and Walter Scott Vansant and Emily May Vansant (hereinafter referred to as "Vansant").

In consideration of the sale of certain property from Suttle to Vansant pursuant to a real estate Sales Contract dated January 24, 2017, and which is more specifically described and identified on a survey dated March 3, 2017, by Rodney Shiflett, AL. REG. No. 21784, and for One and 00/100 Dollar (\$1.00) and other good and valuable consideration, Suttle and Vansant hereby agree as follows:

The cost of the maintenance of the access road from Highway 30 and the bridge crossing the creek, as located on the sixty (60) foot wide ingress/egress and utility easement set forth as shown on Exhibit "A" hereto, will be shared equally by the owners of the property using the road and bridge at the time any maintenance work is undertaken. In the event the road is improved for development purposes and/or to meet subdivision regulations, however, such improvements and increased maintenance expense shall be the responsibility of the developer or party causing such to be done.

This Road Maintenance and Repair Agreement shall be binding and shall enure to the benefit of the parties, their heirs, representatives, successors, grantees, and assigns.

SUTTLE REVOCABLE TRUST, DATED

JANUARY 15, 2000

W. Suttle, Trustee

Than James

Scott

Vansant

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I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared John Lloyd Suttle, whose name as Trustee for the Suttle Revocable Trust, dated January 15, 2000, 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, in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

March, Given under my hand and 1, 2017. official seal The Stees

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State of Connecticut My Commission Expires May 31, 2012

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Commission Expires:

I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared James W. Suttle, whose name as Trustee for the Suttle Revocable Trust, dated January 15, 2000, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day,

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Shelby Cnty Judge of Probate, AL 06/17/2019 03:51:30 PM FILED/CERT

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that, being in his capacity day the same

informed of the contents of the instrument, he, in as Trustee, executed the same voluntarily on the bears date.

My Commission Expires: 10-11- 3

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Walter Scott Vansant and wife, Emily May Vansant, 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 offici March, 2017. this day of

My Commission Expires:

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EXHIBIT "A" LEGAL DESCRIPTION

BEGIN at the SE Corner of the NE 1/4 of the SW 1/4 of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N89°32'37"E, a distance of 300,00"; thence S00°27'23"E, a distance of 411.18'; thence S89°32'37"W. a distance of 569.91'; thence N40°34'17"W, a distance of 430.34'; thence N14° 43'56"E, a distance of 338.41"; thence N59"04'54"W, a distance of 582.02"; thence N76"07'19"W, a distance of 51.46" to the centerline of a road and a 60' Ingress/Egress and Utility Easement, all further calls will be along said centerline until otherwise noted, said point also being the beginning of a non-tangent curve to the left, having a radius of 570.00, a central angle of 16°15'58", and subtended by a chord which bears N66°16'42"W, and a chord distance of 161.28; thence along the arc of said curve, a distance of 161.82'; thence N74°24'41"W, a distance of 155.78'; thence N63°42'30"W, a distance of 67.82' to a curve to the right, having a radius of 150.00, a central angle of 41°32'44", and subtended by a chord which bears N21°10'46"W, and a chord distance of 106.40"; thence along the arc of said curve, a distance of 108.77"; thence N00°24'24"W, a distance of 213.87" to a curve to the left, having a radius of 285.00, a central angle of 50°50'24", and subtended by a chord which bears N25*31'00"W, and a chord distance of 244.67"; thence along the arc of said curve, a distance of 252.89"; thence N50°56'12"W, a distance of 398.58" to a curve to the right, having a radius of 650.00, a central angle of 10°25'53", and subtended by a chord which bears N45°54'45"W, and a chord distance of 113.85"; thence along the arc of said curve, a distance of 113.99' to the Southerty R.O.W. line of Shelby County Highway 30, 80' R.O.W.; thence. leaving said centerline of road and easement, N61*16'20"E, and along said Highway 30 R.O.W. line, a distance of 557.26'; thence \$00°05'09"W and leaving said R.O.W. line, a distance of 531,53'; thence \$88°55'08"E, a distance of 420.12"; thence N10"04'59"W, a distance of 23.33"; thence N89"30'54"E, a distance of 517.50"; thence N89°25'18"E, a distance of 443.47" to the NE Comer of the NE 1/4 of the SW 1/4 of said Section 20; thence S01°44'55"E, a distance of 1314.14' to the POINT OF BEGINNING.

ALSO AND INCLUDING a 60' Wide Ingress/Egress and Utility Easement, lying 30' either side of and parallel to the following described centerline:

Commence at the SE Corner of the NE 1/4 of the SW 1/4 of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama; thence N89°32'37"E, a distance of 300.00'; thence S00°27'23"E, a distance of 411.18'; thence \$89°32'37"W, a distance of 569.91'; thence N40°34'17"W, a distance of 430.34'; thence N14°43'56"E, a distance of 338.41'; thence N62°20'21"W, a distance of 514.72' to the POINT OF BEGINNING OF SAID CENTERLINE; said point being the beginning of a non-tangent curve to the left, having a radius of 570.00, a central angle of 28°10'01", and subtended by a chord which bears N60°19'41"W, and a chord distance of 277.40'; thence along the arc of said curve, a distance of 280.22'; thence N74°24'41"W, a distance of 155.78'; thence N63°42'30"W, a distance of 67.82' to a curve to the right, having a radius of 150.00, a central angle of 41°32'44", and subtended by a chord which bears N21°10'46"W, and a chord distance of 106.40'; thence along the arc of said curve, a distance of 108.77; thence N00°24'24"W, a distance of 213.87 to a curve to the left, having a radius of 285.00, a central angle of 50°50'24", and subtended by a chord which bears N25°31'00"W, and a chord distance of 244.67'; thence along the arc of said curve, a distance of 252.89'; thence N50°56'12"W, a distance of 398.58' to a curve to the right, having a radius of 650.00, a central angle of 10°25'53", and subtended by a chord which bears N45°54'45"W, and a chord distance of 113.85'; thence along the arc of said curve, a distance of 113.99' to the Southerly R.O.W. line of Shelby County Highway 30, 80' R.O.W. and the POINT OF ENDING OF SAID CENTERLINE

According to the survey of Rodney Shiffett, dated March 3, 2017.

Grantor, and its successors and assigns, reserve right of use of the above said easement.