

State of Alabama
Shelby County

Private Road Maintenance Agreement

THIS AGREEMENT, made and entered into this 30th day of January, 2020, by and between and Richard S. Fix and wife, Jo Anne D. Fix, and Joyce S. Terry, a single person.

WHEREAS, there is currently an existing roadway which has not been accepted for public maintenance, which road is designated as an existing easement known as Rimcrest Drive.

WHEREAS, the parties of this Agreement own real estate which is served by this existing paved road which runs from paved County **South Shades Crest Road** to the property of the parties hereto; and

WHEREAS, the parties have agreed to pay the maintenance of such road so as to reasonable provide for ingress and egress by automobile; and

WHEREAS, the parties hereto of each of the separate existing tracts agree to equally share the cost of maintenance of the road and to pay the prorata cost of such maintenance. It is

NOW THEREFORE, for and in consideration of the mutual benefits, set forth herein, the parties do agree to each pay one-half of the cost of maintenance of the existing paved road in its condition as it now exists so as to reasonably provide for ingress and egress by automobile. No improvement of such road is required by this Agreement, and neither snow removal or chemical treatment is required. This Agreement shall be a covenant running with the title to the respective properties.

By their signatures, the parties hereto evidence their Agreement to the terms and conditions set forth above. This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, I/WE have hereunto set MY/OUR hand(s) and seal(s), this the 30th day of January, 2020



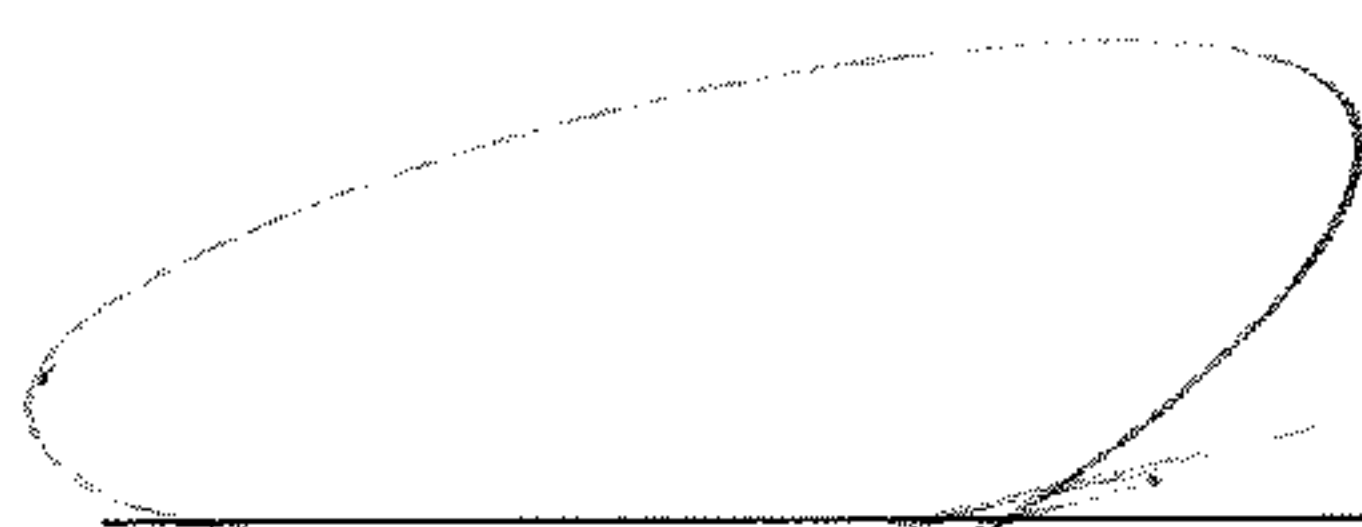
Richard S Fix



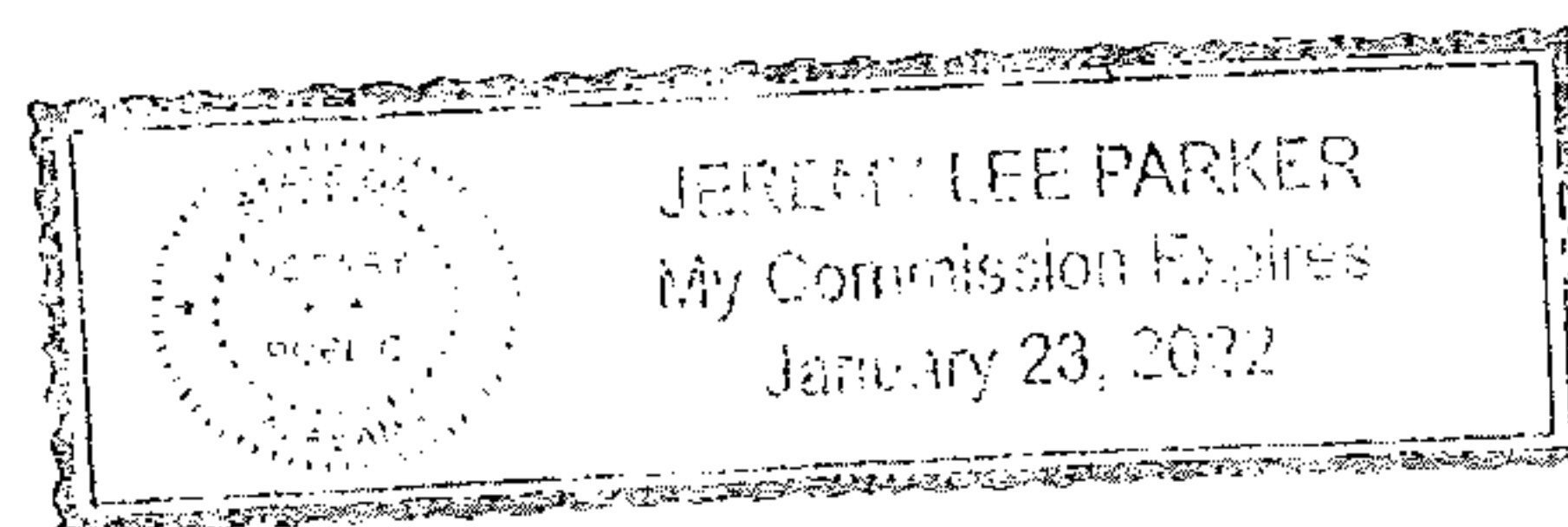
Jo Anne D. Fix

State of Alabama
County of Shelby

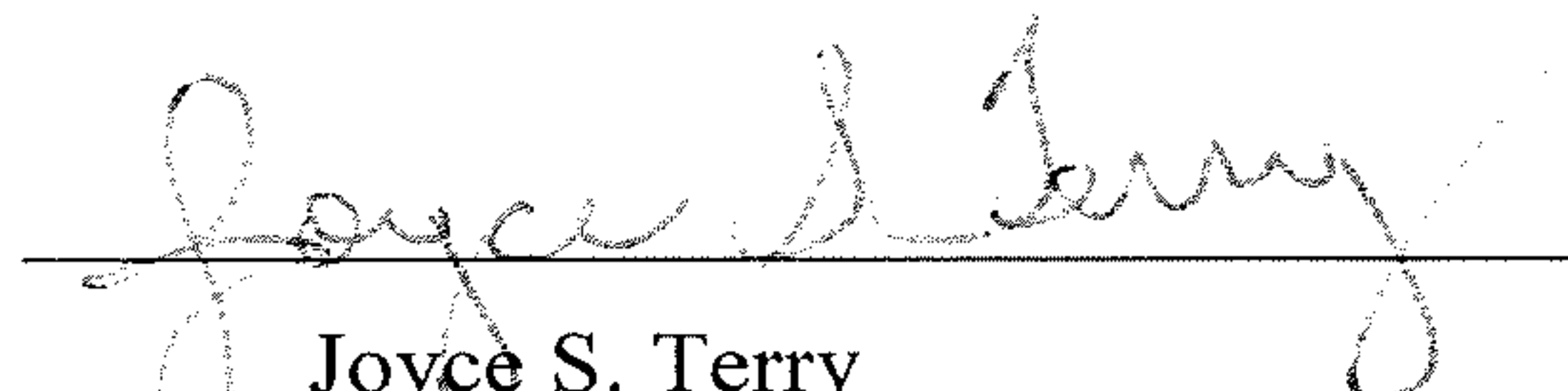
I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Richard S. Fix and Jo Anne D. Fix whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the 30th day of January, 2020.



Notary Public
My Commission Expires: 12322

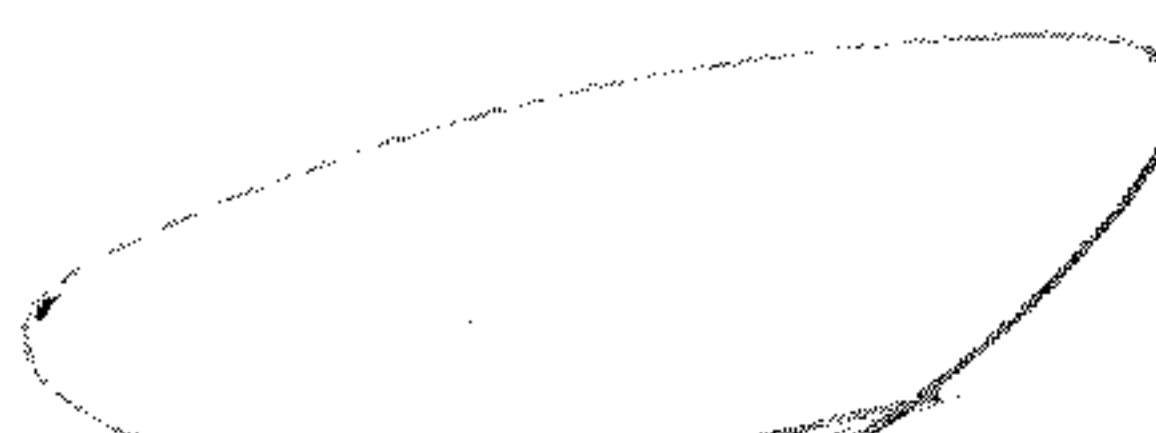


IN WITNESS WHEREOF, I/WE have hereunto set MY/OUR hand(s) and seal(s), this the 30th day of January, 2020

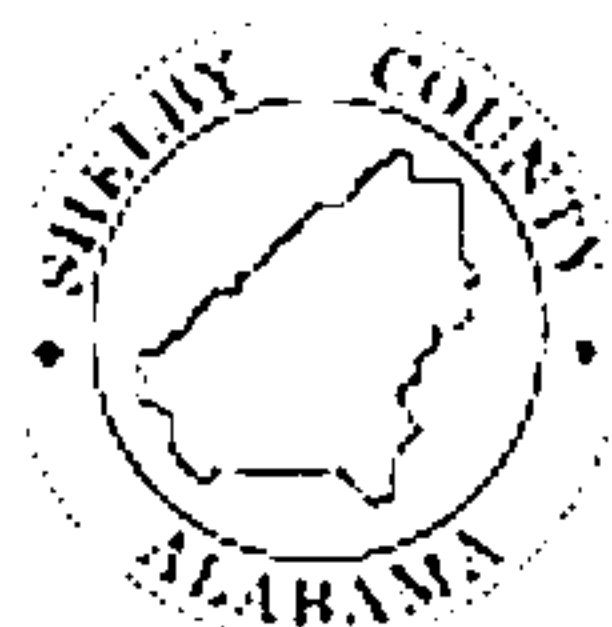

Joyce S. Terry

State of Alabama
County of Shelby

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Joyce S. Terry whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the 30th day of January, 2020.

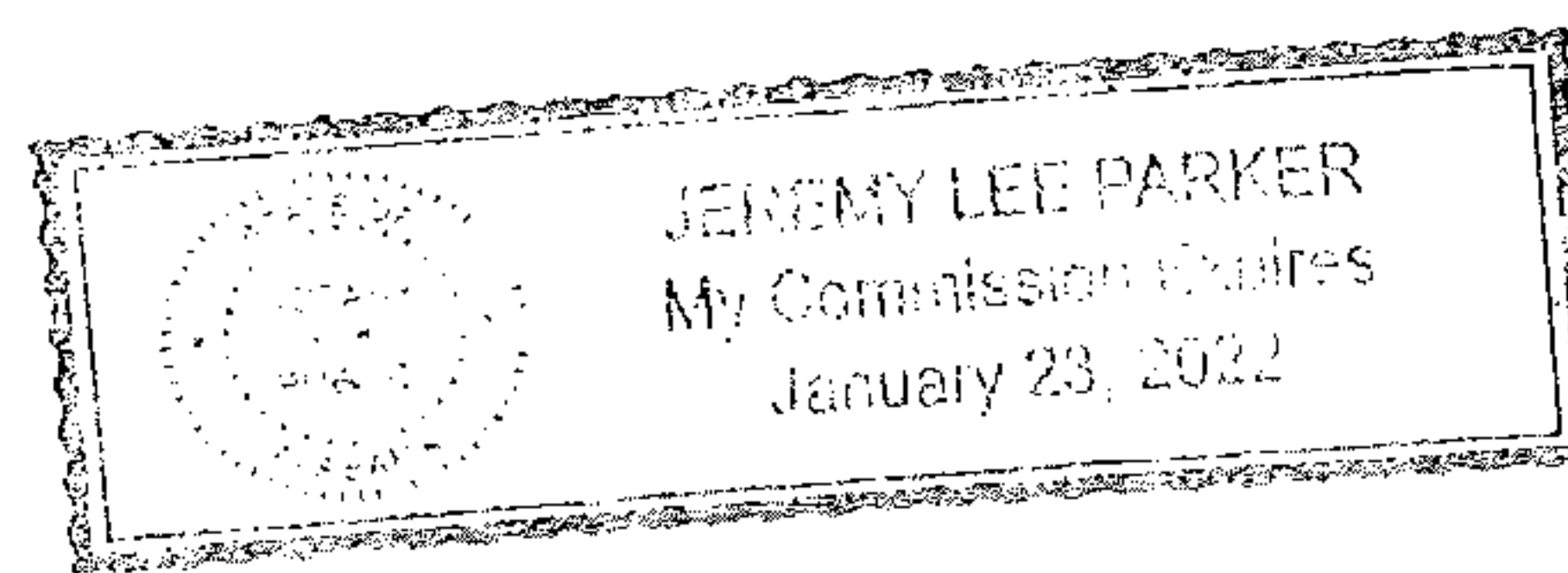


Notary Public
My Commission Expires: 1-23-22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2020 09:03:16 AM
\$28.00 CHERRY
20200225000072780

Allen S. Bayal



Prepared by
Jeremy L. Parker
Parker Law Firm, LLC
1560 Montgomery Hwy Ste 205
Hoover, AL 35216