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Shelby Cnty Judge of Probate, AL  
07/06/2005 01:19:40PM FILED/CERT

**STATE OF ALABAMA:**  
**SHELBY COUNTY:**

**JOINT DRIVEWAY AGREEMENT**

THIS AGREEMENT, made by and between **Joseph N. Cassese and Jenna Knox Cassese**, husband and wife (hereinafter "Cassese") and **Helen H. Walker**, (hereinafter "Walker"), for the purpose of establishing a joint driveway agreement and easement with respect to certain real property described herein below and owned by Cassese and Walker.

WHEREAS, Cassese is the owner of Lots 157, according to the Survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Page 79, in the Probate Office of Shelby County, Alabama; and,

WHEREAS, Walker has purchased from Cassese, and is now the owner of that certain real property contiguous to that owned by Cassese, and more particularly described as Lot 158, , according to the Survey of Greystone Legacy, 1<sup>st</sup> Sector, as recorded in Map Book 26, Page 79, in the Probate Office of Shelby County, Alabama; and

WHEREAS, there exists a roadway running along and meandering across the common boundary between these two Lots which provides ingress and egress from Legacy Drive; and

WHEREAS, there exists an instrument of record entitled "Declaration of Easement" recorded in Inst. No. 1999-50996, which provides for aforesaid roadway and requires the owners of said lots to be responsible for the maintenance of the same; and

WHEREAS, Cassese and Walker desire to enter into this agreement for the purpose of providing for an easement across Lots 157 and 158, and for the perpetual maintenance of the roadway/driveway located thereon providing ingress and egress for said Lots described herein; then

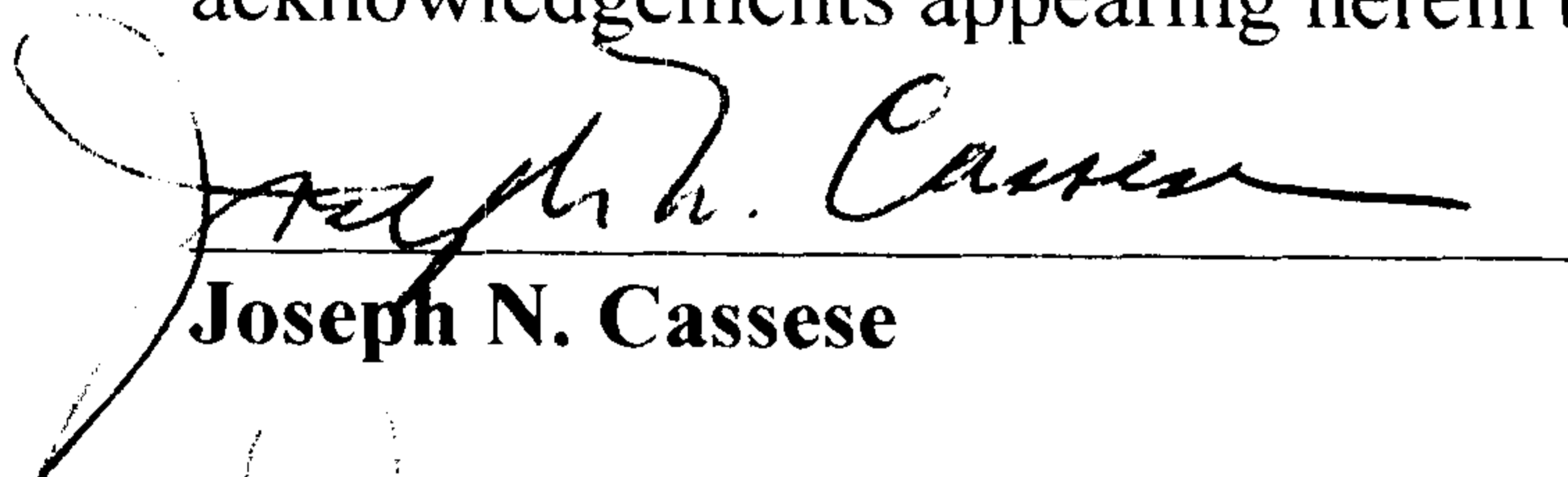
NOW, THEREFORE, in consideration of TEN AND 00/100 (\$10.00) Dollars and other good and valuable consideration, Cassese and Walker do hereby agree to the establishment of and easement for said driveway and for the maintenance thereof as follows:

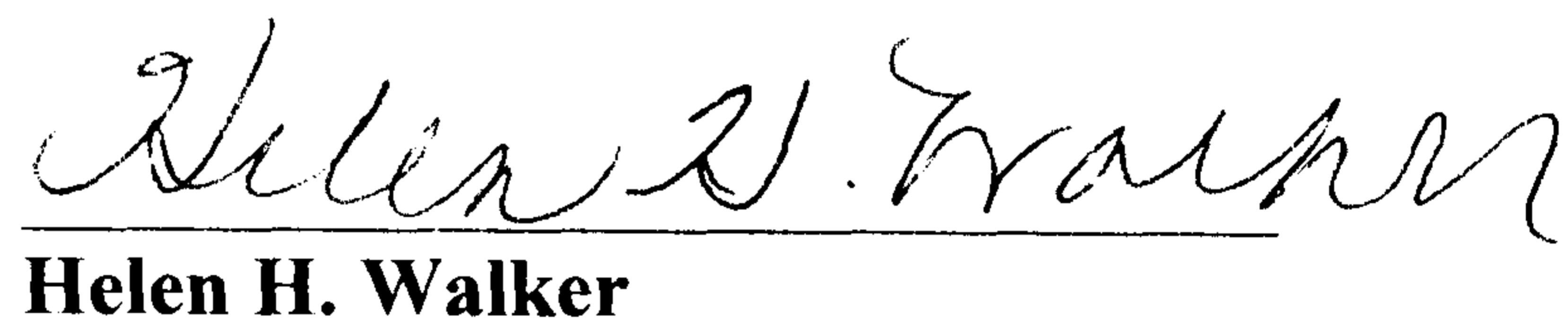
1. An easement shall be established equal to the width of the roadway/driveway and extending 600 feet, more or less, from Legacy Drive into the properties as said roadway/driveway exists now and as changed in the future by the parties hereto, and/or their heirs, successors and assigns; said location being currently as shown on the plat of said properties recorded in Map Book 26, Page 79, and as shown on a Survey of Laurence D. Weygand, Reg.P.E.-L.S.#10373, dated 01/12/05 and attached hereto and made a part hereof.:
2. The parties hereto agree that they shall equally share the maintenance expenses for the driveway located on the above described easement.

3. A future easement shall be granted by Cassese to Walker from the end of the easement described above and extending to the common boundary between Lots 157 and 158 in a modification agreement of this instrument when the location of the same is determined. The purpose of said easement shall be the final approach to the residence to be built thereon. The maintenance for the roadway built on the future easement shall be the sole responsibility of Walker and any subsequent owner of Lot 158.

This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and shall create a covenant that shall run with the lands subject to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed by affixing their hands and seals hereunto on the respective dates of their separate acknowledgements appearing herein below.

  
Joseph N. Cassese

  
Helen H. Walker

  
Jenna Knox Cassese

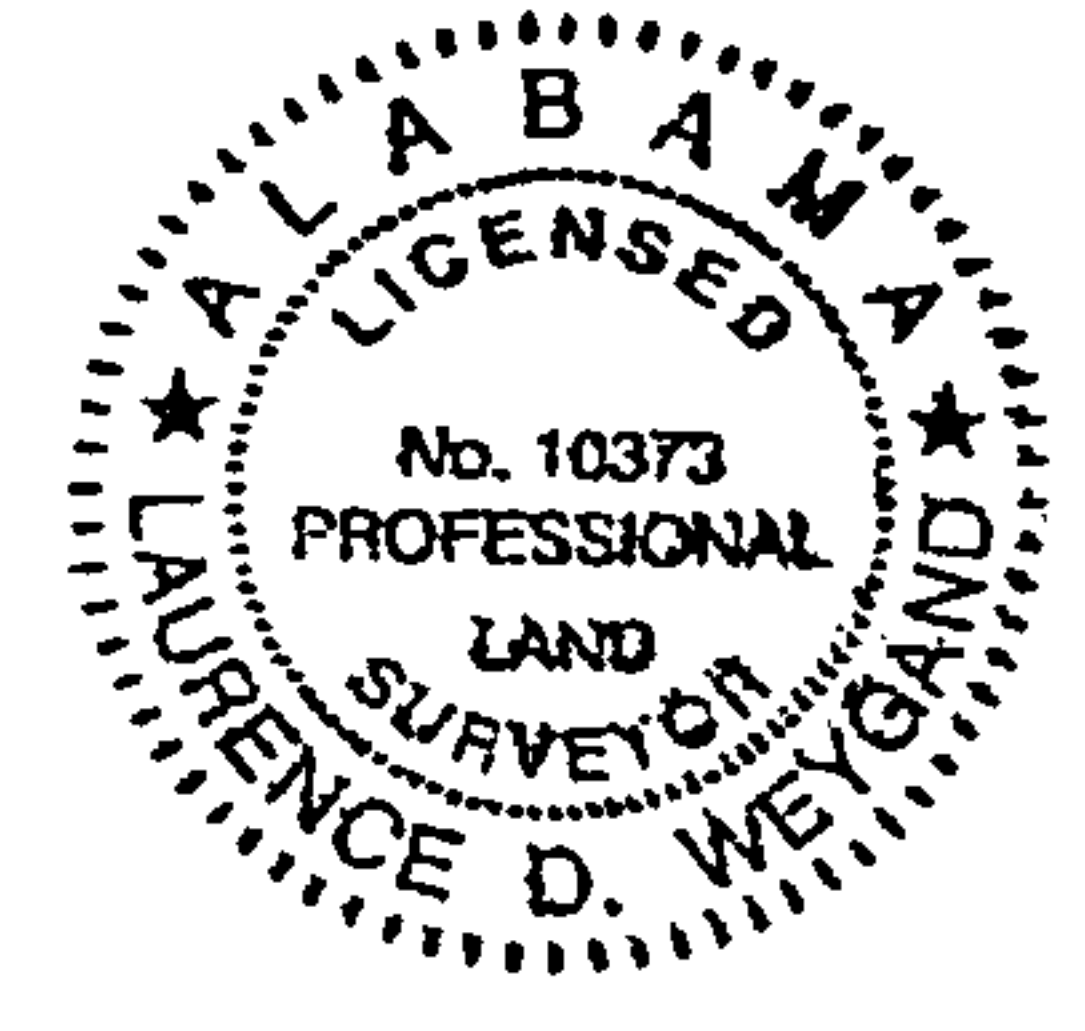
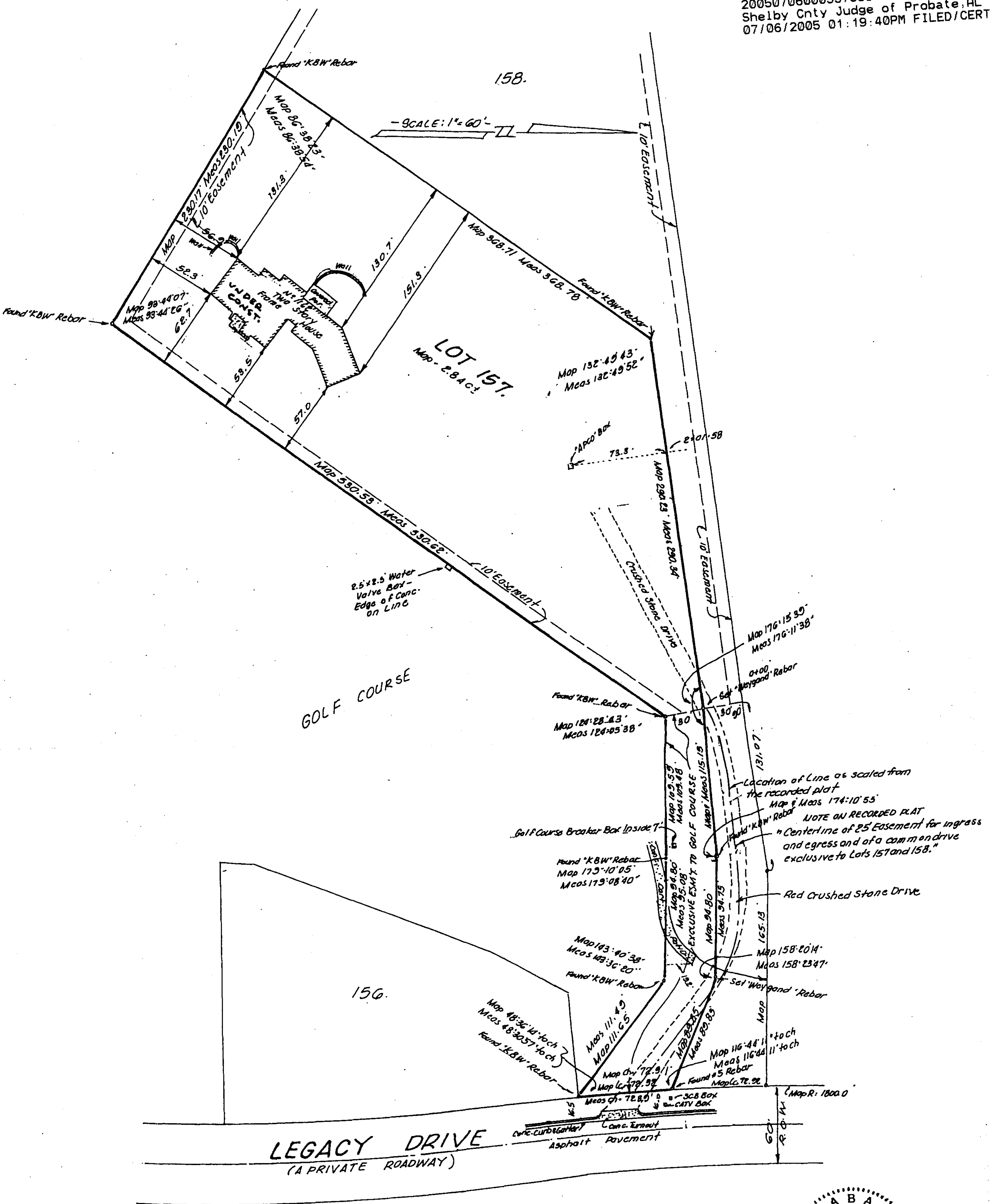
**STATE OF ALABAMA:**  
**SHELBY COUNTY:**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph N. Cassese, Jenna Knox Cassese, and Helen H. Walker, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of June, 2005

  
NOTARY PUBLIC  
My Commission Expires: 09/21/06

This Instrument Prepared By:  
W. Russell Beals, Jr., Attorney  
Beals & Associates, P.C.  
4898 Valleydale Road #B3  
Birmingham, Alabama 35242



STATE OF ALABAMA  
 (SHELBY COUNTY)

"CLOSING SURVEY"

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Roy Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 157, Block GREYSTONE LEGACY 157 SECTOR, as recorded in Map Volume 61A, Page 29A B C in the Office of the Judge of Probate, Shelby County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of JAN. 14, 2005.  
 Survey invalid if not sealed in red, 18953  
 Order No.: RATLIF  
 Purchaser: 116 Legacy Drive  
 Address: 116 Legacy Drive  
 Flood Zone: C, Map Number: 01012100258

Laurence D. Weygand, Reg. P.E.-L.S. #10373  
 Roy Weygand, Reg. L.S. #24873  
 169 Elmwood Road, Homewood, AL 35209  
 Phone: (205) 942-0086 Fax: (205) 942-0087

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for monuments and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, zoning, and restrictions that may be found in the public records of said county and/or city. (b) as bearings and/or angles, are dead/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or fire manholes covers. (d) The shown north arrow is based on deed/record map. © Copyright.