

PARTY DRIVEWAY AGREEMENT

AGREEMENT made January 25, 1988, by and between
 PEAK, INC., an Alabama corporation and BIG BEN, INC., an
 Alabama corporation.

R E C I T A L S

WHEREAS, Peak, Inc. owns certain real property known as
 Lot 10-A, resurvey of Lot 10, Cahaba Park South, Shelby
 County, Alabama, as more particularly described by a deed
 recorded in the office of the Judge of Probate of Shelby
 County, Alabama in Book 160, at Page 843; said property to
 be improved by a driveway running along its southerly line;
 and

WHEREAS, Big Ben, Inc. owns certain real property known
 as Lot 8, Cahaba Park South, Shelby County, Alabama, as more
 particularly described by a deed recorded in the office of
 the Judge of Probate of Shelby County, Alabama in Book 160,
 at Page 830; said property to be improved by a driveway
 running along its northerly line; and

WHEREAS, the driveway improvements on the respective
 properties adjoin and abut each other along the common
 property line between the two properties, and each driveway
 improvement alone may not be sufficient to accommodate the
 vehicular traffic relating to the use of the respective
 properties; but both driveway improvements, together, are

Mark Bond
 710 Brook Highland
 B'ham, AL
 252121

sufficient and adequate for the vehicular traffic of both properties; and

WHEREAS, the parties wish to provide for the unobstructed use of the driveway improvements for ingress and egress and for the maintenance of the driveway improvements for their mutual benefit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. Mutual Easements. An easement for a common driveway in favor of Lot 10-A, owned by Peak, Inc., is created over the strip of land seven and a half (7 1/2) feet in width and approximately one hundred fifty (150) feet in length along the northerly boundary line of Lot 8, and an easement for a common driveway is created in favor of Lot 8, owned by Big Ben, Inc. over a strip of land seven and a half (7 1/2) feet in width and approximately one hundred fifty (150) feet in length along the southerly boundary line of Lot 10-A for the purpose of creating a common driveway, as specifically described in Exhibit 1 attached hereto (the "Common Driveway").

BOOK 170 PAGE 263

2. Obstructions. The parties shall not obstruct, impede, or interfere, either with the other, or allow others to obstruct, impede, or interfere, in the use of the Common Driveway for purpose of ingress and egress to and from the respective properties.

3. Maintenance. The parties shall maintain their respective driveway improvements in a usable, neat and uniform manner, so that the overall appearance of the Common Driveway is that of one driveway. Any extraordinary cost of repair and rebuilding the Common Driveway shall also be shared equally; except that any damage due to the negligence of any third person who uses or has used the Common Driveway pursuant to the authority of either party hereto, will be the responsibility of the party providing such authority and said party shall be liable for such damages.

4. Additional Consideration. As additional consideration for Peak, Inc. providing an easement pursuant to this agreement, Big Ben, Inc. agrees to provide Peak, Inc. access to and use of refuse collection services contracted for by Big Ben, Inc., or others, for the benefit of owners and/or tenants of Lot 8 for a period running from the initiation of such services until May 30, 1990.

5. Effective Term. This agreement shall be effective perpetually and the parties agree that it is a covenant that shall run with the land.

6. Binding Effect. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns forever.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Lincoln H. Bond
Secretary

PEAK, INC.

By: Mark W. Bond
Its: President

Walter M. Lyle
Secretary

BIG BEN, INC.

By: William W. White
Its: President

BOOK 170 PAGE 265

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Mark W. Bond, whose name as President of Peak, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of January, 1988.

George Ann Bolan
Notary Public

My commission expires: 8/5/90

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Ben K. Miree, whose name as President of Big Ben, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of January, 1988.

Clara B. Cooper
Notary Public

My commission expires: 5/1/91

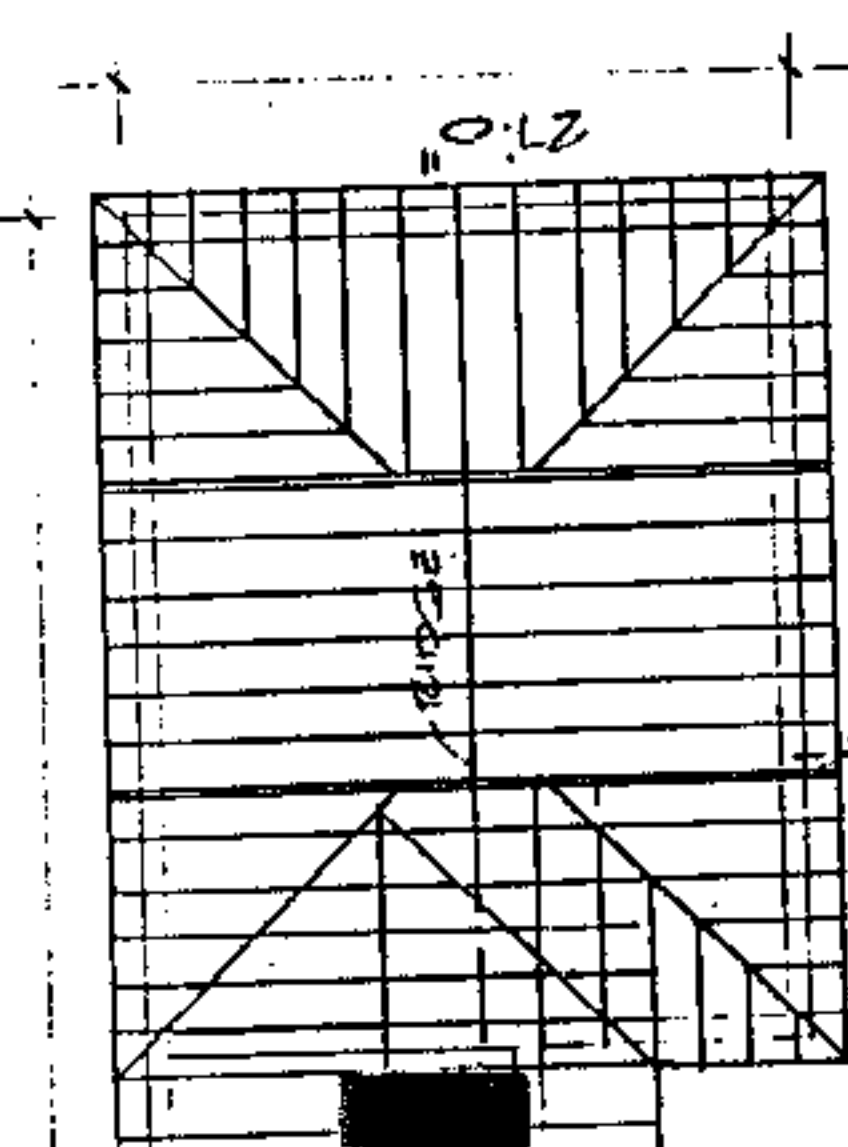
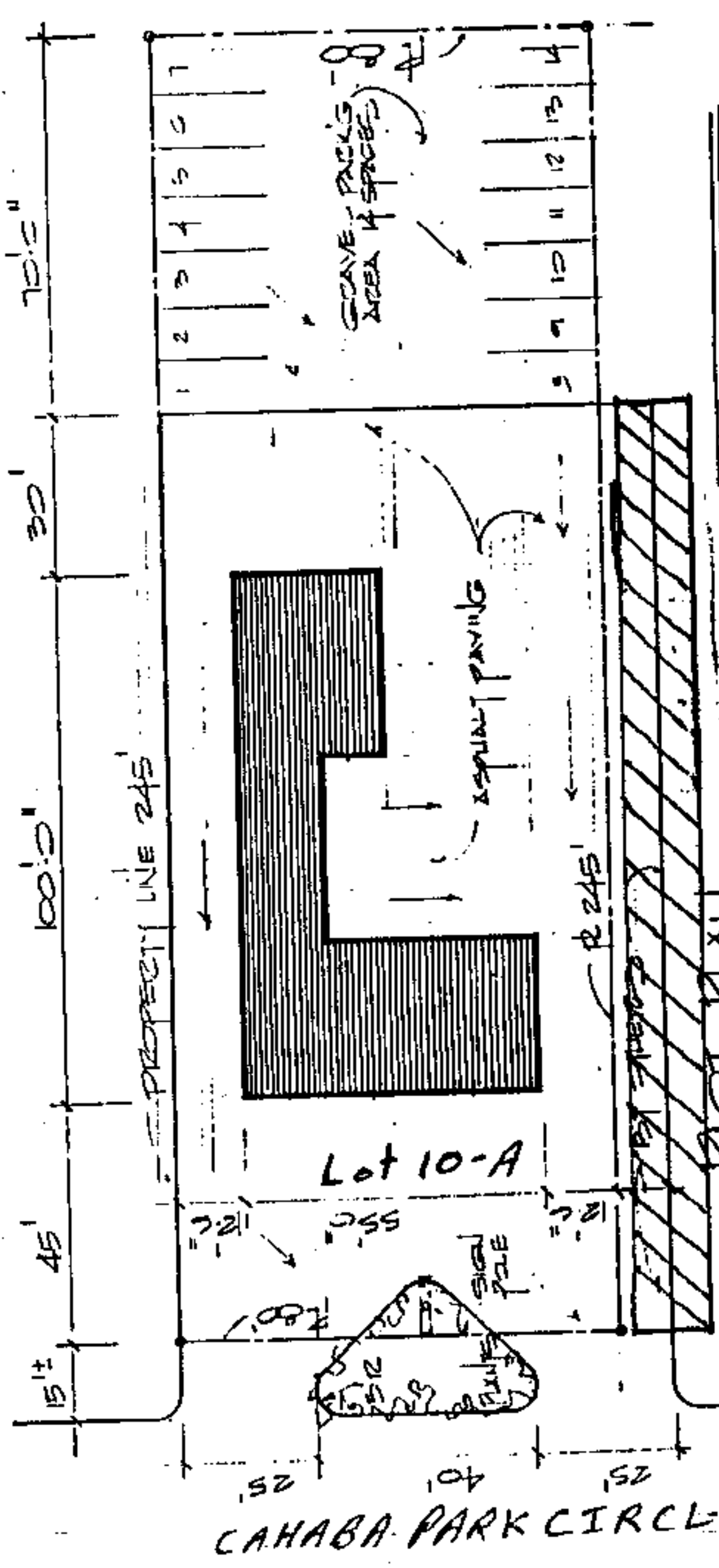
BOOK 170 PAGE 266



BOOK 170 PAGE 267

ROOF PLAN SCALE 1/8"=1'-0"

NOTE:
INSTALL FOUNDATION
FOR HYDRO-PNEUMATIC
TANKS (TYPE N)
SUPPLIER



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
88 FEB -5 PH 3:07
JUDGE OF PROBATE

Revised 15.00
and 1.00
16.00

EXHIBIT 1

PROJECT	31002	DATE	12/2/87	SHEET	1 A
J. NORMAN LYNCH 3570 INDEPENDENCE DRIVE (206) 870-8910					
OIL CHANGE					

