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STATE OF ALABAMA }
JEFFERSON COUNTY }

JOINT DRIVEWAY AGREEMENT

This joint driveway agreement is made and entered into this 25rd day of May, 1990, by and between the undersigned, Windy Oaks, an Alabama Partnership, (hereinafter referred to as Windy Oaks) and the undersigned Daniel Barowsky, and wife, Deborah Barowsky (hereafter referred to as Barowsky).

WITNESSETH:

WHEREAS, Barowsky is the owner of property located at Part of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 21 South, Range 3 West, described as follows: All that portion of that lies South of Maylene Public Road right of way and West of the Easement of the Plantation Pipeline Company, situated in Shelby County, Alabama. according to K. B. Weygand Survey dated May 18, 1990 and;

WHEREAS, Windy Oaks is the owner of property adjacent to property owned by Barowsky, and;

WHEREAS, there exists a driveway which is situated on said property, said driveway and it's location being more accurately depicted on the attached Exhibit "A" which is incorporated herein as if set out in full, and

WHEREAS, The parties do desire to enter into a joint driveway agreement.

NOW THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by the respective parties at the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Windy Oaks does hereby mutually consent to the location of the driveway as shown on the attached Exhibit "A", and do hereby grant to the Barowsky lot, an easement for said driveway, said easement to be perpetual in nature.
2. The parties hereto agree that this joint driveway agreement shall be binding upon each party, their heirs, administrators, executors, successors and assigns.
3. Barowsky does agree to maintain said driveway at their expense.
4. Barowsky does agree that Windy Oaks, may at any time and at it's expense, replace the twelve (12") inch pipe, as shown on the survey, with a larger pipe.
5. The parties agree that Windy Oaks, it's successors and assigns, may at any time, and at it's expense, move the driveway servicing the property owned by Barowsky, so that the new driveway, will be located within the boundaries of Barowsky's property. The location of a new driveway to be mutually agreed upon the parties. Any new driveway so constructed shall be of similar quality, material and width as the present driveway servicing the property owned by Barowsky.

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Windy Oaks

IN WITNESS WHEREOF, the parties have set their hand and seal
this 23th day of May, 1990.

Daniel A. Barowsky
DANIEL A. BAROWSKY

Deborah K. Barowsky
DEBORAH K. BAROWSKY

WINDY OAKS PARTNERSHIP
BY:

ROY L. MARTIN CONSTRUCTION, INC.
it's General Partner
BY: Roy L. Martin
ROY L. MARTIN, President

SHELBY HOMES, INC, it's General Partner
BY: Reid Long
REID LONG, President

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STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned Notary Public, in and for said County, in
said State, hereby certify that ROY L. MARTIN, President of ROY
MARTIN CONSTRUCTION, INC., a corporation, as General Partner of
WINDY OAKS PARTNERSHIP, an Alabama general partnership, whose name
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 such capacity, and with full
authority, executed the same voluntarily for and as the act of said
corporation, as general partner of said Partnership, on the day the
same bears date.

Given under my hand and official seal, this 25th day of May,
1990.

Martha Noyes
Notary Public
MY COMMISSION EXPIRES MARCH 16, 1991

STATE OF ALABAMA }
JEFFERSON COUNTY }

I the undersigned Notary Public, in and for said County, in
said State, hereby certify that REID LONG, as President of SHELBY
HOMES, INC., a corporation, as General Partner of WINDY OAKS
PARTNERSHIP, an Alabama general partnership, whose name 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 such capacity, and with full authority executed
the same voluntarily for and as the act of said corporation, as
general partner of said Partnership, on the day the same bears
date.

Given under my hand and official seal, this 25th day of May,
1990.

R. O. Long

STATE OF ALABAMA}
JEFFERSON COUNTY}

I, the undersigned, Notary Public, in and for said County, in said State, hereby certify that DANIEL A. BAROWSKY, and wife, DEBORAH K. BAROWSKY, 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, executed the same voluntarily on the day the same bears date.

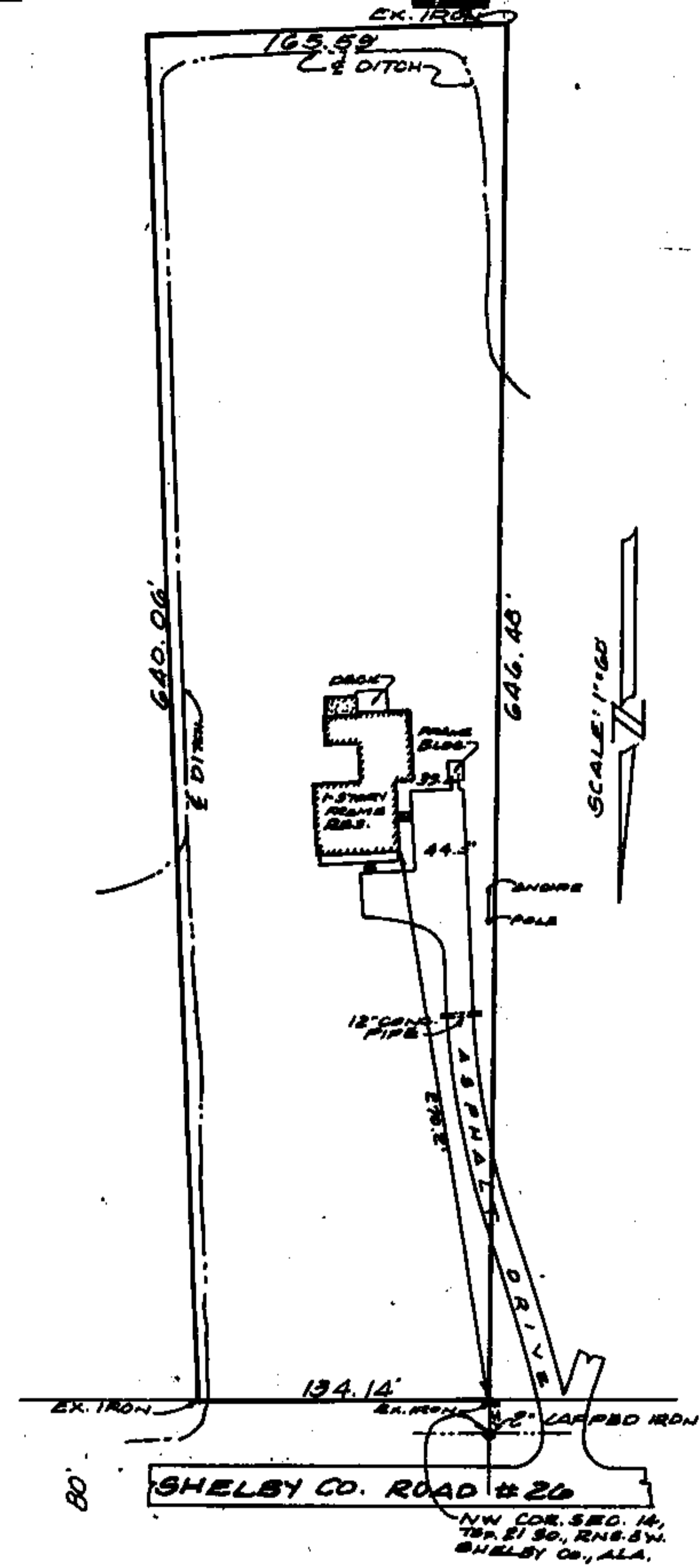
Given under my hand and official seal, this 25th day of May, 1990.


NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: OCT. 9, 1993.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

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90 MAY 31 P11 1: 19
 JUDGE OF PROBATE

1. Deed Tax	\$ 1.50
2. Mtg. Tax	\$ 0.00
3. Recording Fee	\$ 10.00
4. Indenting Fee	\$ 2.10
5. N. Tax Fee	\$ 0.00
6. Certified Fee	\$ 1.00
Total	\$ 14.60



STATE OF ALABAMA
 JEFFERSON COUNTY)

I, Laurence D. Weygand, Registered Engineer-Land Surveyor, certify that I have surveyed the land shown hereon and described below; 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 there are no encroachments on said land 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 improvements are located as shown above, and that the correct description is as follows:

Parcel I: Part of the north 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 21 South, Range 3 West, described as follows: All that portion that lies south of Maylene Public Road right of way and west to the easement of the Plantation Pipeline Company, excepting right of way of the Plantation Pipeline Company. Grantor represents that the property described above fronts approximately 146' on the south line of Maylene Road, and extends in a southerly direction 663', more or less. This tract is slightly wider at the southern end than at the northern end.

According to my survey of: MAY 18, 1990
 Order No.: 55855
 Address: _____
 Parcels: BOYLE

Laurence D. Weygand
 Laurence D. Weygand
 Reg. P.E. & L.S. #10373
 Phone: 871-7620

Flood Zone "C"
 Panel #100 SHELBY CO., AL.