

STATE OF ALABAMA)  
COUNTY OF SHELBY)

JOINT DRIVEWAY  
AGREEMENT

WHEREAS, T & T QUALITY HOMES, INC. is the owner of Lot 290, according to Survey of Brook Highland, an Eddleman Community, 7th Sector, as recorded in Map Book 13, Page 99 A & B, in the Probate Office of Shelby County, Alabama; and

WHEREAS, WILLIAM K. BURKE and DONNA H. BURKE are the owners of Lot 289, according to the Survey of Brook Highland, an Eddleman Community, 7th Sector, as recorded in Map Book 13, Page 99 A & B, in the Probate Office of Shelby County, Alabama; and

WHEREAS, The driveway and bridge serving the two said properties are located and situated on both properties so that the use thereof must be shared and in common; and

WHEREAS, Both property owners are desirous of putting into writing an agreement to set out the rights and obligations of each as to the joint driveway.

NOW THEREFORE, For and in consideration of the premises and the mutual covenants contained herein T & T QUALITY HOMES, INC., for itself, its successors and assigns and WILLIAM K. BURKE and spouse, DONNA H. BURKE for themselves, their heirs, executors, administrators and assigns do hereby grant, bargain, sell and convey, each unto the other party, their respective heirs, executors, administrators, successors and assigns, an ingress and egress easement for purposes of a joint driveway to serve both properties as hereinabove described; said easement being more particularly described as follows:

An ingress and egress easement for joint driveway situated in Lots 289 and 290, Brook Highland, 7th Sector, as recorded in Map Book 13, Page 99 A & B, in the Probate Office of Shelby County, Alabama, said easement lying 40 feet east of and 15 feet west of a line being more particularly described as follows:

Begin at the common front corner of said Lots 289 and 290, thence run northeasterly along the common line between Lots 289 and 290 for a distance of 95.00 feet to the end of said easement.

Said easement shall be used and shared as a "joint driveway" by the Parties hereto and their respective heirs, executors, administrators, successors and assigns. There shall be no right in either Party to, at any time, obstruct or interfere with the use of the other Party of the joint driveway and bridge. Further the maintenance and repair of the joint driveway and bridge shall be equally shared by and between the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

Should, at any time, this Agreement be breached or violated, the injured Party shall have available to them any and all remedies at law and equity and be entitled to receive full compensation for any and all loss, damage and expense, including a reasonable attorney's fees.

This Agreement shall constitute a covenant running with the land.

WHEREAS, This Joint Driveway Agreement has been caused to be executed on this the 6 day of June, 1991.

T & T QUALITY HOMES, INC.

BY: Barry J. Turpin  
Barry J. Turpin  
its Vice-President

William K. Burke  
William K. Burke

Donna H. Burke  
Donna H. Burke

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the Undersigned, a Notary Public in and for said County in said State, hereby certify that Barry J. Turpin whose name as Vice-President of T & T Quality Homes, Inc., a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

the 6<sup>th</sup> Given under my hand and official seal, this day of June, 1991.

*[Signature]*  
NOTARY PUBLIC

My commission expires: 5-29-95

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William K. Burke and Donna H. Burke whose names are signed to the foregoing conveyance, and who 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.

6<sup>th</sup> Given under my hand an official seal this day of June, 1991.

*[Signature]*  
NOTARY PUBLIC

My commission expires: 5-29-95

BOOK 348 PAGE 445

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 JUN 17 AM 8:29

*[Signature]*  
JUDGE OF PROBATE

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