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JOINT DRIVEWAY AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This agreement is made the 31st day of January, 1992 by James A. Wade and Linda J. Wade (Parcel I) and Ruby Boling (Parcel II), as the owners of the following described parcels:

Parcel I

A portion of Lot 7, Block "Q", according to the survey of Lyman's Addition to Montevallo as recorded in Map Book 3 page 27 in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of Lot 7, Block "Q" of Lyman's Addition to Montevallo, as recorded in Map Book 3 page 27, Shelby County, Alabama, and run Northeasterly along the North line of said Lot 7 for a distance of 58.88 feet to point of beginning; thence continue Northeasterly along said lot line for a distance of 119.37 feet to a point of intersection with the West right of way line of Alabama Highway No. 119; thence right 51 deg. 29 min. 25 sec. and run South along the West right of way line of said Highway 119 for a distance of 191.65 feet; thence right 141 deg. 29 min. 25 sec. and run Northwesterly for a distance of 150.00 feet to point of beginning; being situated in Shelby County, Alabama.

PARCEL II

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A portion of Lot 7, Block "Q", according to the survey of Lyman's Addition to Montevallo, Alabama, as recorded in Map Book 3 page 27 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of Lot 7, Block "Q" of Lyman's Addition to Montevallo, as recorded in Map Book 3 page 27, Shelby County, Alabama and run Northeasterly along the NORTH LINE OF SAID Lot 7 for a distance of 58.88 feet; thence right 90 deg. 00 min. 00 sec. and run Southwesterly for a distance of 150.00 feet; thence right 90 deg. 00 min. and run Southeasterly for a distance of 58.88 feet; thence right 90 deg. 00 min. and run Northwesterly for a distance of 150.00 feet to point of beginning; being situated in Shelby County, Alabama.

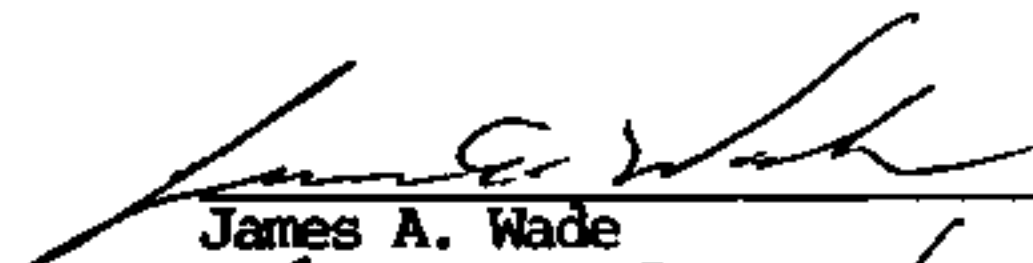
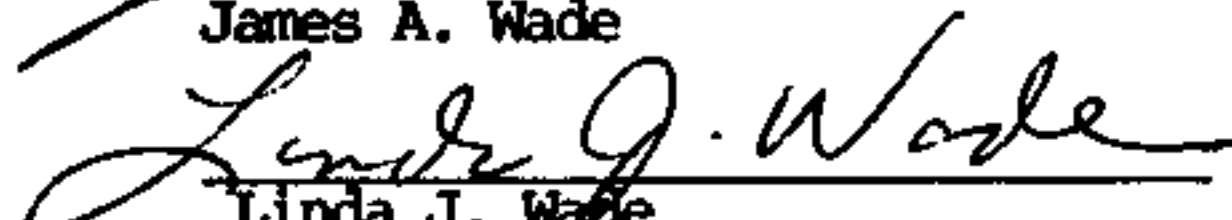
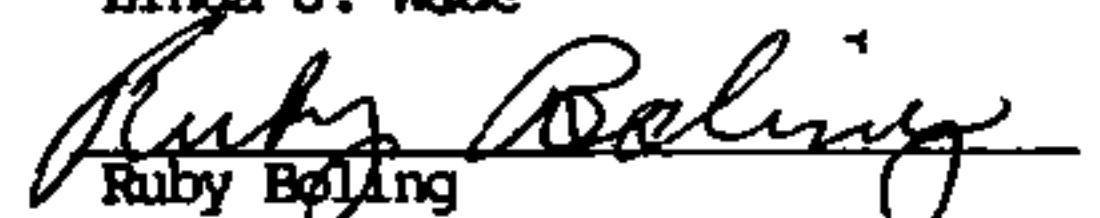
Both parcels are jointly serviced by a driveway and garage as shown in the survey prepared by W.M. Varnon dated January 21, 1992 and which is attached hereto and incorporated herein by reference.

- 1) The owner, their assigns and/or grantees shall be entitled to the benefit of the use of the driveway as it presently exists and to equally share the space in the garage. The owner(s) of Parcel I and Parcel II shall have the joint right to use the driveway and the garage.
- 2) The owner(s) of Parcel I and Parcel II shall equally bear the expenses of maintaining the driveway and the garage.
- 3) In the event that Parcel I or Parcel II are conveyed by devise or sale to some other entity, all subsequent title holders shall become obligated under the terms of this driveway agreement.
- Courtney*

4) This agreement may be modified by the unanimous consent of the owner(s) of Parcel I and Parcel II and any lien holder that may have an encumbrance against either parcel.

5) This agreement shall attached to and run with the land.

6) This agreement shall inure to the benefit of the owner of Parcel I and Parcel II or their heirs and assigns.


James A. Wade

Linda J. Wade

Ruby Boling

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the County, in said State, hereby certify that James A. Wade and wife, Linda J. Wade, and Ruby Boling a single individual, whose names are signed as owners of Parcel I and Parcel II described herein, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said agreement, they executed the same voluntarily on this the 31st day of January, 1992.


Notary Public

My commission expires: 3-5-92

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

92 FEB -7 AM 9:48

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00