

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Inst # 1994-27886
09/09/1994-27886
03:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50

JOINT DRIVEWAY AGREEMENT

WHEREAS, the undersigned Good Earth Builders, Inc.
is the owner of a certain parcel of real
property known as: Lot 3, according to the Survey of SouthPointe, 9th Sector,
1st Addition, as recorded in Map Book 17, Page 4, in the Probate Office of Shelby
County, Alabama; and

WHEREAS, the undersigned Birdwell Building Company, Inc.
the owner of a certain parcel of real
property known as: Lot 4, according to the Survey of SouthPointe, 9th Sector,
1st Addition, as recorded in Map Book 17, Page 4, in the Probate Office of Shelby
County, Alabama; and

WHEREAS, these two (2) aforesaid parcels of real
property adjoin one another; and

WHEREAS, there is a driveway which is located
along the common boundary line of the said parcels, as shown
by the attached survey of J. Albert Hill dated August 25, 1994;

; and

WHEREAS, said driveway serves both of said parcels
as above described and the undersigned are desirous of
creating a joint driveway for the mutual benefit of both of
said prospective parties and properties as aforesaid.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES
and the mutual promises and covenants contained herein, we
do hereby create a private easement for driveway purposes
across the said driveway located on the common boundary
between the two (2) parcels, as it now exists as shown by
the attached survey of J. Albert Hill with the right of
the respective owners of the said two (2) parcels to pass
and repass along the said driveway with or without auto-
mobiles or other vehicles or on foot for the purpose of
ingress and egress to and from the two (2) respective par-
cels of property, except that no party shall obstruct by
vehicle or otherwise, any portion of said Joint Driveway so
as to hinder the free use of said strip both day and night.

It is further understood and agreed that the
respective owners of said parcels assume and agree to pay
one-half (1/2) of the costs of maintaining the said Joint
Driveway hereby created.

THIS AGREEMENT shall be a covenant running with the land and shall be binding upon the present and subsequent owners of said respective parcels.

IN WITNESS WHEREOF, the said GRANTOR, by its President, Tommy Mayson, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 2nd day of September 1994.

Good Earth Builders, Inc.

By [Signature]
President

IN WITNESS WHEREOF, the said GRANTOR, by its President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 2nd day of September 1994.

Birdwell Building Company, Inc.

By [Signature]
President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Larry L. Halcomb, a Notary Public in and for said County in said State, hereby certify that Tommy Mayson whose name as President of Good Earth Builders, 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.

Given under my hand and official seal, this the 2nd day of September 1994.

My Commission Expires:
January 22, 1996

[Signature]
Larry L. Halcomb, Notary Public

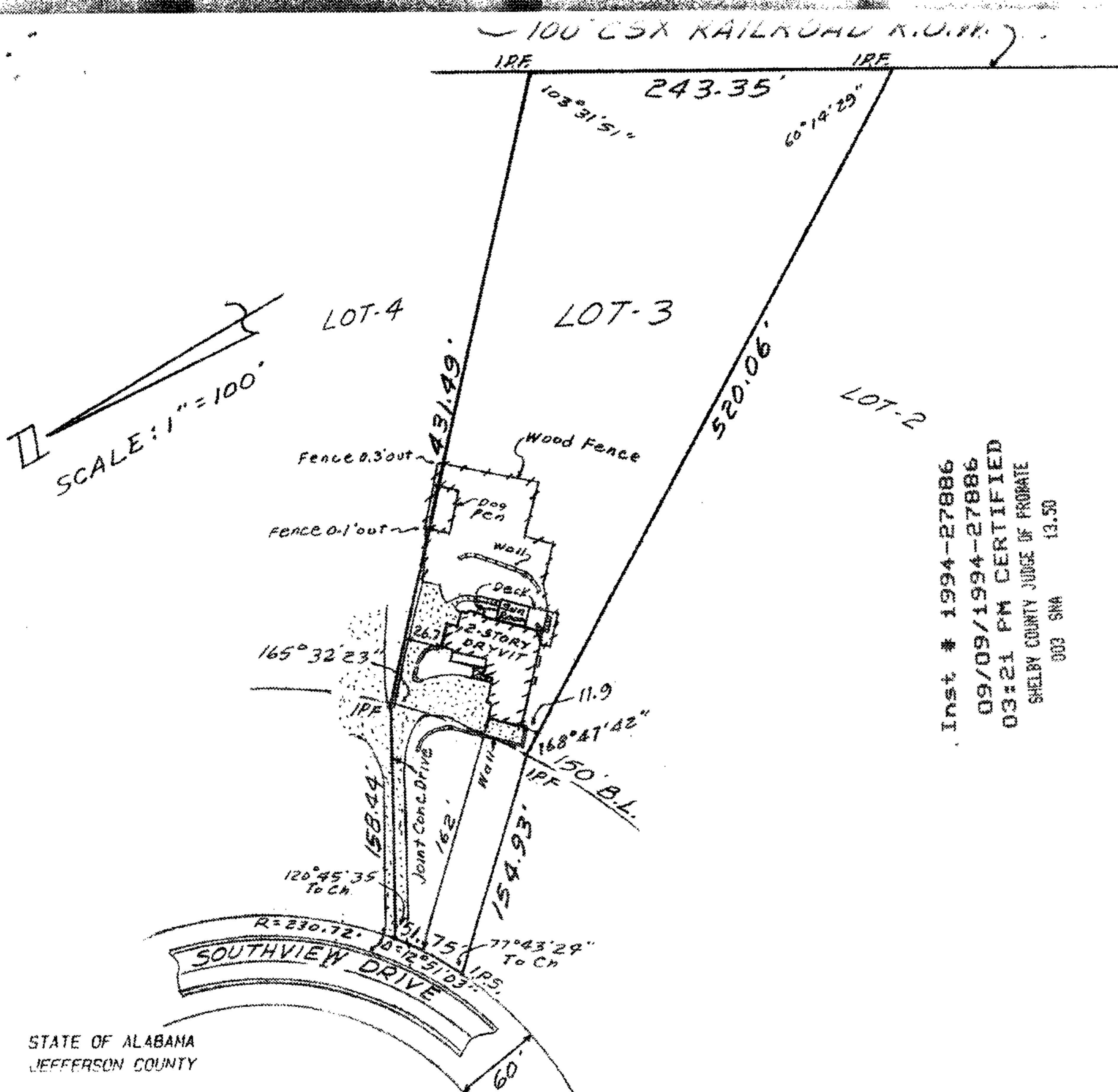
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Jimmy C. Maple, a Notary Public in and for said County in said State, hereby certify that Venson E. Birdwell whose name as President of Birdwell Building Company, 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.

Given under my hand and official seal, this the 2nd day of September 1994.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Aug. 13, 1997.
DONED thru NOTARY PUBLIC UNDERWRITERS.



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I, J. Albert Hill, a Registered Land Surveyor in Birmingham, Alabama, hereby certify that this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for Land Surveying in the State of Alabama and that this is a true and correct map of Lot 3, Block -, SOUTHPOINTE 9TH SECTOR 1ST ADDITION as recorded in Map Book 17, Page 04 in the Probate Office of SHELBY County, Alabama, that there are no visible encroachments, except as shown, and there are no rights-of-way or easements visible across said lands except as shown.

Said property DOES NOT lie in the special flood hazard area as shown on the Federal Insurance Administration Flood Boundary Map.

The correct street address is 100 SOUTHVIEW DRIVE

According to my survey this 25TH day of AUGUST, 1994

Purchaser: MAYSON

HILL SURVEYING COMPANY
1835 - 28th Avenue South
Homewood, Alabama 35209
(205) 871-1980

ALABAMA
REGISTERED
No. 9682
J. ALBERT HILL
LAND SURVEYOR

J. Albert Hill
Alabama Reg. No. 9682
Dwg. No. 894