

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

JOINT DRIVEWAY AND ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of May, 1995, by and between Carvel Anderson and wife, Evelyn W. Anderson, hereinafter referred to as "Anderson;" and Calvin E. Hyer and wife, June W. Hyer, hereinafter referred to as "Hyer."

WITNESSETH:

WHEREAS, Anderson owns the following described property, to-wit:

Lot 3, according to the survey of Panorama Point, as recorded in Map Book 10, Page 19, in the Probate Office of Shelby County, Alabama. Being situated in Shelby County, Alabama; and

WHEREAS, Hyer owns the following described property, to-wit:

Lot 2, according to the survey of Panorama Point, as recorded in Map Book 10, Page 19, in the Probate Office of Shelby County, Alabama. Being situated in Shelby County, Alabama; and

WHEREAS, Anderson and Hyer propose to build a common driveway serving both of the property described hereinabove, and being more particularly described as follows:

A joint driveway being 16-feet in width, lying 8 feet on either side of the common lot line between Lots 2 and 3, Panorama Point, as recorded in Map Book 10, Page 19, in the Probate Office of Shelby County, Alabama, except that said driveway shall not extend over the Northernmost 50 feet of said common lot line.

and

WHEREAS, Anderson and Hyer desire to set forth the terms of their agreement as to the maintenance of said joint driveway; and

WHEREAS, Anderson and Hyer will each agree to make an equal contribution to cover the expenses for the safe and necessary construction and maintenance of said joint driveway; and

WHEREAS, Anderson and Hyer desire this agreement to run with the land and to be binding not only on themselves, but to their heirs, successors and assigns.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00), cash, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That Anderson and Hyer will make an equal contribution to cover the expenses for the safe and necessary construction and maintenance of said joint driveway. The road shall be maintained in the same condition and with like materials as of the completion of the construction of same.

2. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said joint driveway. Further, no third party shall have the right to enforce the agreement between the parties.

3. In the event any party to this agreement fails to make a required contribution under this agreement then such failure shall constitute a breach under this agreement. The nonbreaching party may proceed in a court of competent jurisdiction to enforce this agreement. The breaching party agrees to pay all costs, including a reasonable attorney's fee.

4. This agreement shall be binding on the parties hereto and for their benefit, and their successors and assigns. The covenants herein shall run with the land.

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
on this the 4th day of May, 1995.

Carvel Anderson
Carvel Anderson

Evelyn W. Anderson
Evelyn W. Anderson

Calvin E. Hyer
Calvin E. Hyer

June W. Hyer
June W. Hyer

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Carvel Anderson and wife, Evelyn Anderson, 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.

Given under my hand and official seal, this 4th day of May, 1995.

Joel P. Pason
Notary Public

My commission expires:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Calvin E. Hyer and wife, June W. Hyer, 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.

Given under my hand and official seal, this 17 day of May, 1995.

Joel P. Pason
Notary Public

My commission expires:

10-10-95

Inst # 1995-13252

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