

11649
STATE OF ALABAMA ()
JEFFERSON COUNTY ()

JOINT DRIVEWAY AGREEMENT

Agreement made and entered into on this the 30th day of August, 1999, by and between James M. Henson and wife, Geraldine C. Henson, hereinafter referred to as the Party of the first part, and Mark E. French and wife, Spring L. French, hereinafter referred to as party of the second part.

Whereas, the party of the first part are the owners of real property being: 490 Church Street, Wilton, Alabama 35187, further described as Lot 6, Block 2, according to the Map of Lands of G.A. Nabors in Section 8, Township 24 North, Range 15 East, as recorded in Map Book 3 page 33 in the Probate Office of Shelby County, Alabama; Being Situated in Shelby County, Alabama.

Whereas, the Party of the Second Part are the purchasers of real property being: 444 Church Street, Wilton, Alabama 35187, further described as Lot 5, Block 2, according to the Map of Lands of G.A. Nabors in Section 8, Township 24 North, Range 15 East, as recorded in Map Book 3 Page 33 in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama.

Whereas, all parties have seen a copy of the survey prepared by GRS Surveying, Gary R. Smith, dated July 9, 1999, a copy of which is attached to this agreement.

Whereas, all parties are aware that a private asphalt drive is situated on the real property owned by both parties, as shown by the attached survey of GRS Surveying, Gary R. Smith.

Whereas, the parties are desirous of obtaining an agreement regarding their joint driveways from each other for the use of the parties, their heirs, assigns and future owners, and it is the desire and intention of the undersigned that said driveway shall be continuously available for use by the owners, their heirs, assigns and future owners.

Now therefore, for a good and valuable consideration to each of the undersigned, the receipt of which is hereby acknowledged, the undersigned, do hereby grant, bargain, sell and convey each unto the other, their heirs and assigns forever, with the full right for them and each of them, for all purposes connected with the use of the drive, to pass and repass along the drive, All parties further agree for a common driveway in favor of the above-described lots as shown on the attached survey for the purpose of creating a common driveway for the benefit of all properties listed above.

Inst # 1999-37629

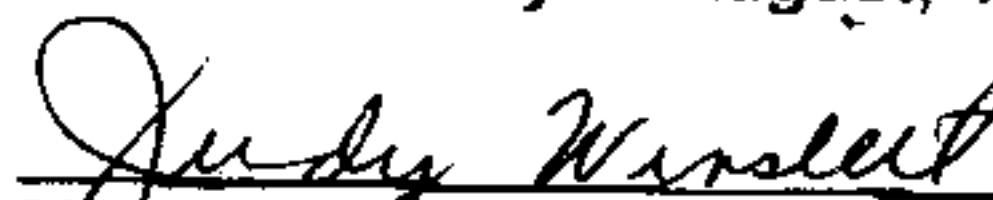
09/08/1999-37629
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 16.00

STATE OF ALABAMA
SHELBY COUNTY

MY COMMISSION EXPIRES JULY 1, 2003

Before me, the undersigned, a notary public in and for said state and county personally appeared James M. Henson and wife, Geraldine C. Henson, 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 this instrument, they executed the same voluntarily and as their act on the day the same bears date.

Sworn to and subscribed before me on this the 30th day of August, 1999.



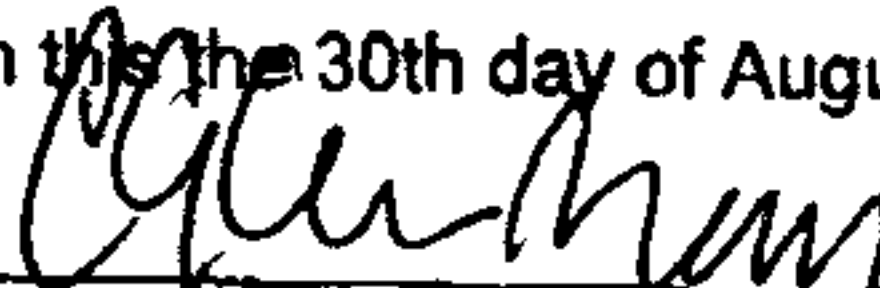
Notary Public

My Commission Expires: 07/01/2003

STATE OF ALABAMA
JEFFERSON COUNTY

Before me, the undersigned, a notary public in and for said state and county personally appeared Mark E. French and wife, Spring L. French, whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of this instrument, they executed the same voluntarily and as her act on the day the same bears date.

Sworn to and subscribed before me on this the 30th day of August, 1999.



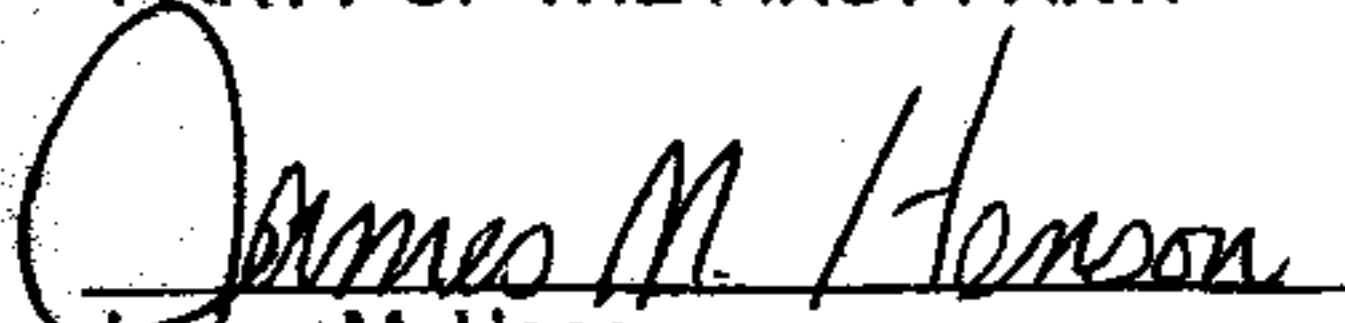
Notary Public

My Commission Expires: 2/17/03

All parties further agree that this agreement shall constitute a covenant running with the lots and shall insure to the benefit of the assigns, heirs, grantees or successors of the undersigned and to all future owners of said lots and shall be superior and paramount to the rights of any of the parties hereto.

In witness whereof, we have hereunto set our hands and seals this the 30th day of August, 1999.

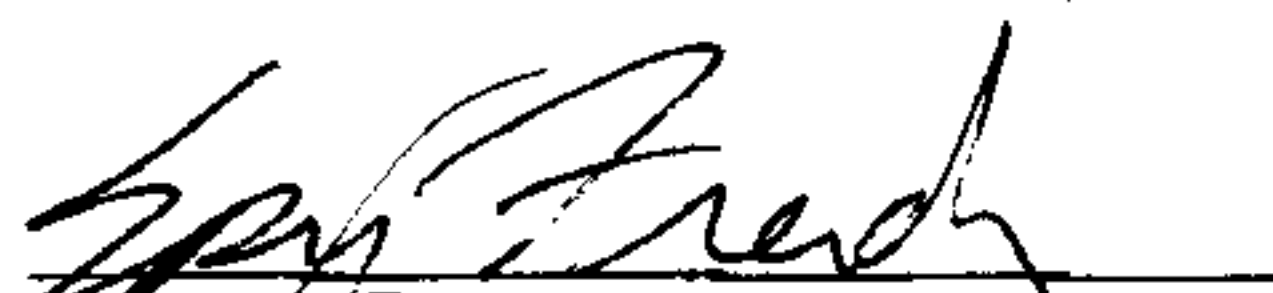
PARTY OF THE FIRST PART:

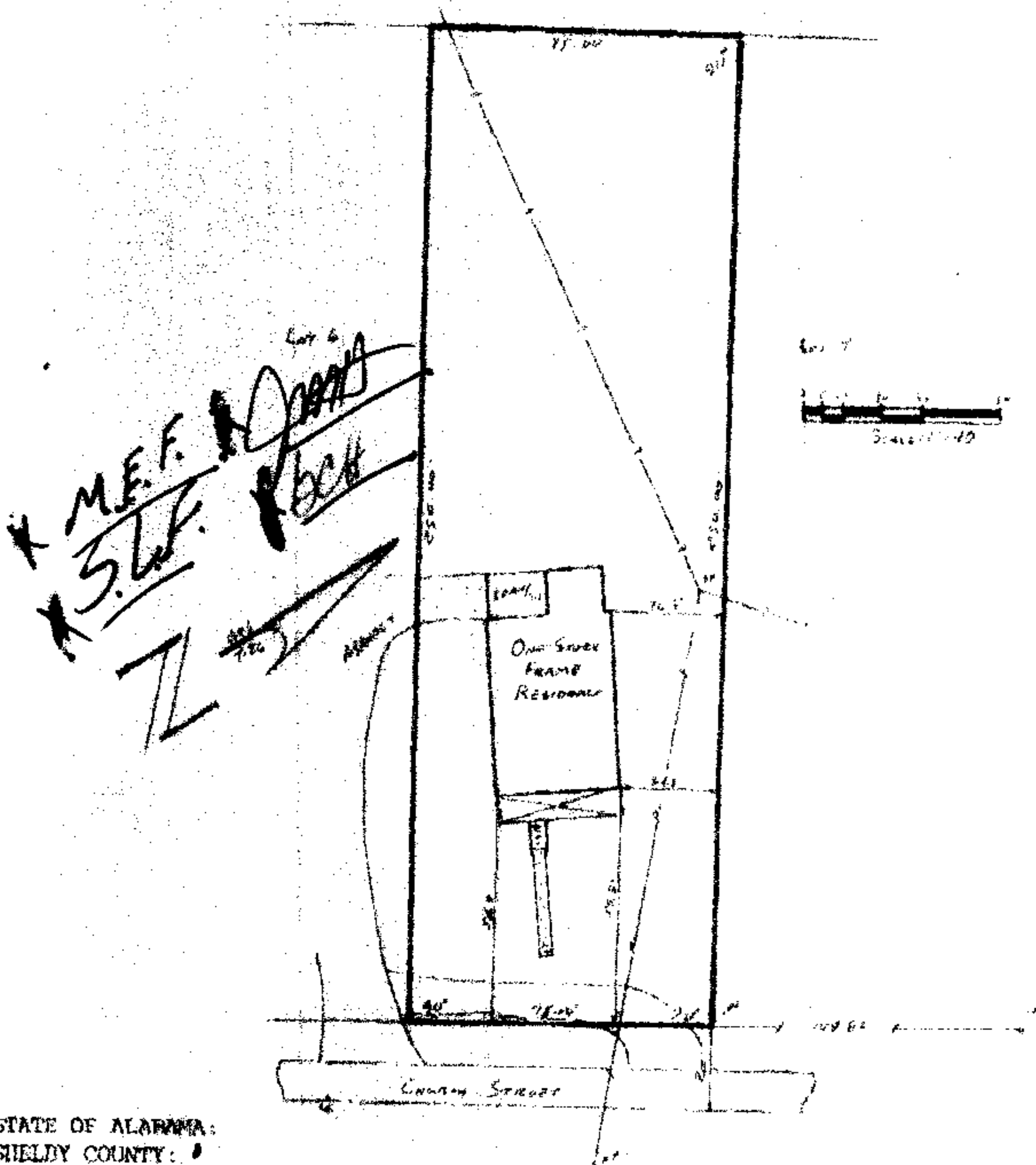

James M. Henson


Geraldine C. Henson

PARTY OF THE SECOND PART:


Mark E. French


Spring L. French



STATE OF ALABAMA:
SHELBY COUNTY:

I, Gary R. Smith, a Registered Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a map or plat of the following described property:

Lot 5, Block 2 of the Map of Land of G. A. Nabors, as recorded in Map Book 3, Page 33, Judge of Probate's Office, Shelby County, Alabama

I further state that: the building now erected on said land is within the boundaries of same; there are no encroachments by buildings on the adjoining lands; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as shown; iron pins shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property DOES NOT APPEAR to be within a Special Flood Hazard Area; and, this survey and drawing comply substantially with the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

The correct address is 444 Church Street, Wilton, Alabama.

According to my survey this 9 day of July, 1999.

Gary R. Smith
GARY R. SMITH
PLS, Ala. Reg. #13199
GRS Surveying
431 Woodland Road
Bessemer, Alabama 35020
(205) 424-7322

This survey prepared for title transfer/mortgage purposes only

Survey Order #99-316

Inst # 1999-37629

09/08/1999-37629
09:40 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CRH 16.00