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This Instrument was prepared by:

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Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

JOINT DRIVEWAY AGREEMENT

Whereas, the undersigned, Emco Contracting & Associates, Inc., is the owner of the following described property situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Meadowview, Fourth Sector, as recorded in MapBook 27, Page 57, in the Probate Office of Shelby County, Alabama

and

Whereas, the undersigned, Ashley J. Thomas and Ashley Derrell Thomas, are the present owners of the following described property situated in Shelby County, Alabama, to-wit:

Lot 2, according to the Survey of Meadowview, Fourth Sector, as recorded in MapBook 27, Page 57, in the Probate Office of Shelby County, Alabama

and

Whereas, the parties desired to establish a joint driveway for the common benefit of both of the above described parcels described as follows, to-wit:

A 20 foot wide access easement for the use of both parcels, the centerline of which shall be the property line dividing Lots 1 & 2 aforescribed.

Whereas the said joint driveway will be used as a private driveway by said property owners and it is the desire and intention of the undersigned that said driveway shall be continuously available for use by said owners, their successors and assigns.

Now, Therefore, for a good and valuable consideration to each of the undersigned, in hand paid by each other, the receipt of which is hereby acknowledged and in consideration of the mutual benefits to be enjoyed by each of the undersigned, it is agreed as follows:

(1) That the 20 foot wide access easement described hereinabove does and shall constitute a joint driveway for the use and benefit of the parties to this agreement, their business invitees, their heirs, successors and assigns forever, on condition that the expense of maintenance and repair of said joint driveway be shared equally and that neither owner of either parcel shall park motor vehicles in said driveway or otherwise obstruct or interfere with the use of said joint driveway by the other.

(2) That this agreement shall constitute a covenant running with the lands and shall inure to the benefit of the assigns, heirs and grantees or successors of the undersigned and to all future owners of said lots.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31st day of May, 2002.

Emco Contracting & Associates, Inc.

By: Paul M. McKenzie
Paul Mckenzie, President

Ashley J. Thomas
Ashley J. Thomas

Ashley D. Thomas
Ashley Derrell Thomas

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public, in and for said county and in said state, hereby certifies that Ashley J. Thomas and husband, Ashley Derrell Thomas, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 31st day of May, 2002.

[Signature]
Notary Public
My commission expires: 7/11/02

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, Ashley S. Paden, a Notary Public, in and for said County, in said State, hereby certify that PAUL MCKENZIE, whose name as President of Emco Contracting & Associates, Inc. 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 this the 31st day of May, 2002.

[Signature]
Notary Public

My commission expires: 7/11/02