



20051215000649090 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
12/15/2005 01:26:06PM FILED/CERT

Conner
ration:
\$500.00

JOINT DRIVEWAY AND EASEMENTS AGREEMENT

THIS AGREEMENT is made as of this 29th day of November, 2005, by and between **SCHAEFFER PROPERTIES, L.L.C.** ("Schaeffer") and **LR PROPERTIES, LLC** ("Rogers"), as follows:

WITNESSETH:

WHEREAS, Rogers is the owner of Lot 1B-1 according to the Resurvey of Lot 1B Resource Center, as recorded in Map Book 35, Page 95, in the Office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, Schaeffer is the owner of Lot 1B-2 according to the Resurvey of Lot 1B Resource Center, as recorded in Map Book 35, Page 95, in the Office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, the parties to this Agreement desire to create a common driveway between the above-described adjoining lots owned by them, for the benefit of each of them and access to the rear portion of Lot 1B-2 for the use and benefit of the owner of Lot 1B-2;

NOW, THEREFORE, in consideration of the above premises and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by one party to the other, it is agreed as follows:

1. An easement for a common driveway is hereby created along the adjoining property line of Lots 1B-1 and 1B-2, twelve (12) feet in width on Lot 1B-1 and twelve (12) feet in width on Lot 1B-2, and extending from Resource Center Parkway along the said joint property line a distance of sixty-two (62) feet, as more particularly depicted on Exhibit "A" attached hereto and made a part hereof.
2. The owner of Lot 1B-2 is hereby given an easement over, across and through the parking area located along the established easterly driveway as depicted on Exhibit "A" or as may exist from time to time on Lot 1B-1 for the sole purpose of accessing the parking area that may, in the future, be located at the rear (north side) of a building to be constructed on Lot 1B-2; provided, however, unless and until a building shall be constructed on Lot 1B-2, this grant of easement shall not be in force and effect, and this easement shall not be used for construction purposes.

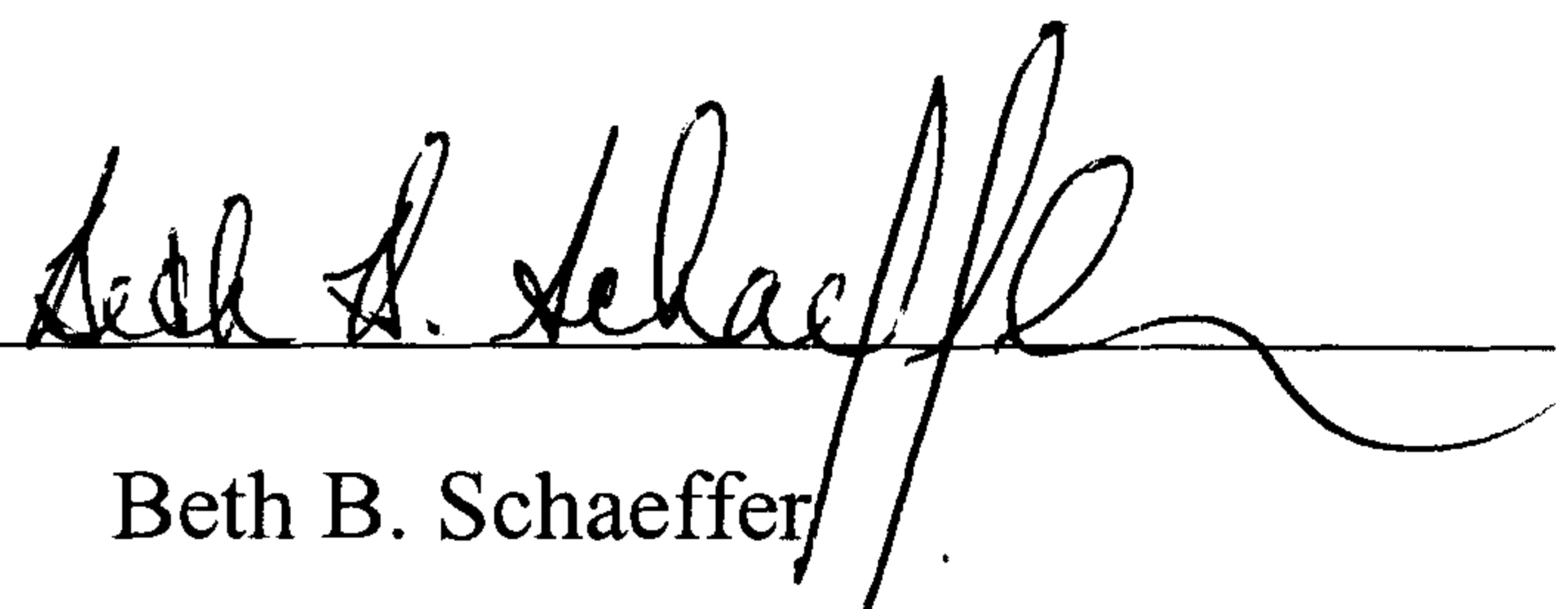
Shelby County, AL 12/15/2005
State of Alabama

Deed Tax: \$.50

3. The parties hereto agree that the driveways within the above-referenced easements shall at all times be free and unobstructed, and available for use by the parties hereto, their successors and assigns, and their respective tenants, employees, guests and invitees.
4. The parties shall jointly maintain the driveway improvements within the easements in good condition and repair, and shall from time to time at the reasonable request of either party, pay one-half of the cost of creating, repairing, maintaining or paving the driveway, curbing and striping of the driveway within the easements.
5. The easements created hereby shall be and are covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

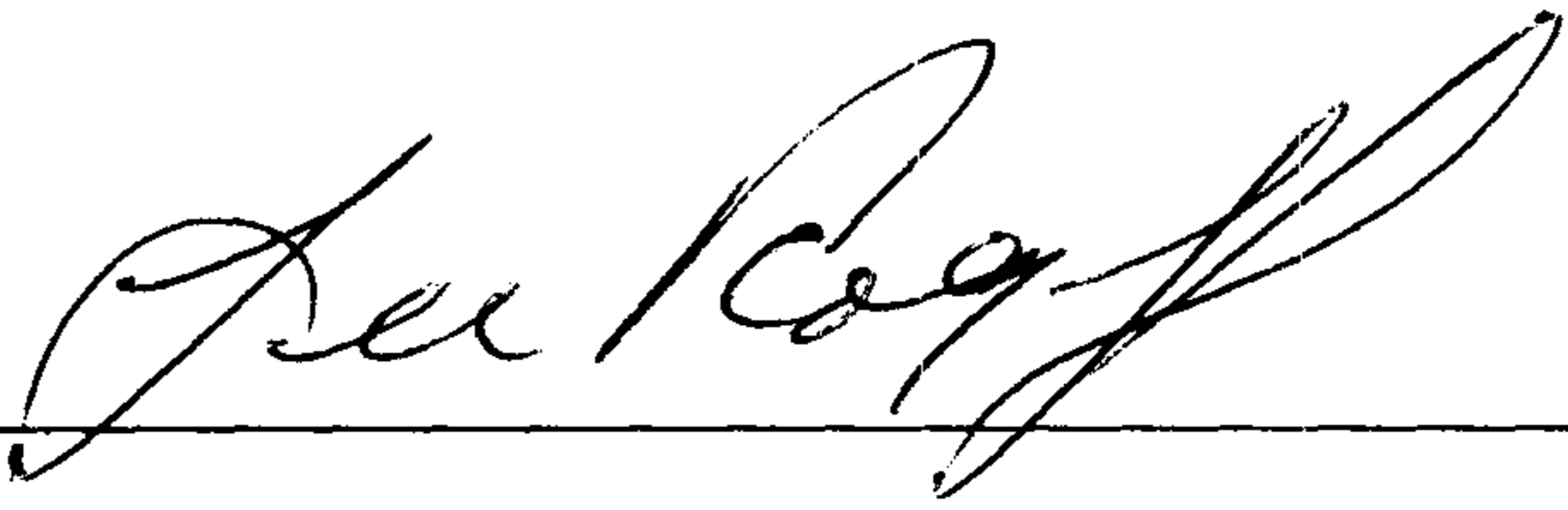
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized members on the day and year first above written.

SCHAEFFER PROPERTIES, L.L.C.

By: 
Beth B. Schaeffer
Its: Manager

(Schaeffer)

LR PROPERTIES, LLC


By: 

Lee Rogoff

Its: Manager

(Rogers)

This instrument prepared by:
Maurice L. Shevin, Attorney at Law
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205


20051215000649090 3/4 \$20.50
Shelby Cnty Judge of Probate, AL
12/15/2005 01:26:06PM FILED/CERT

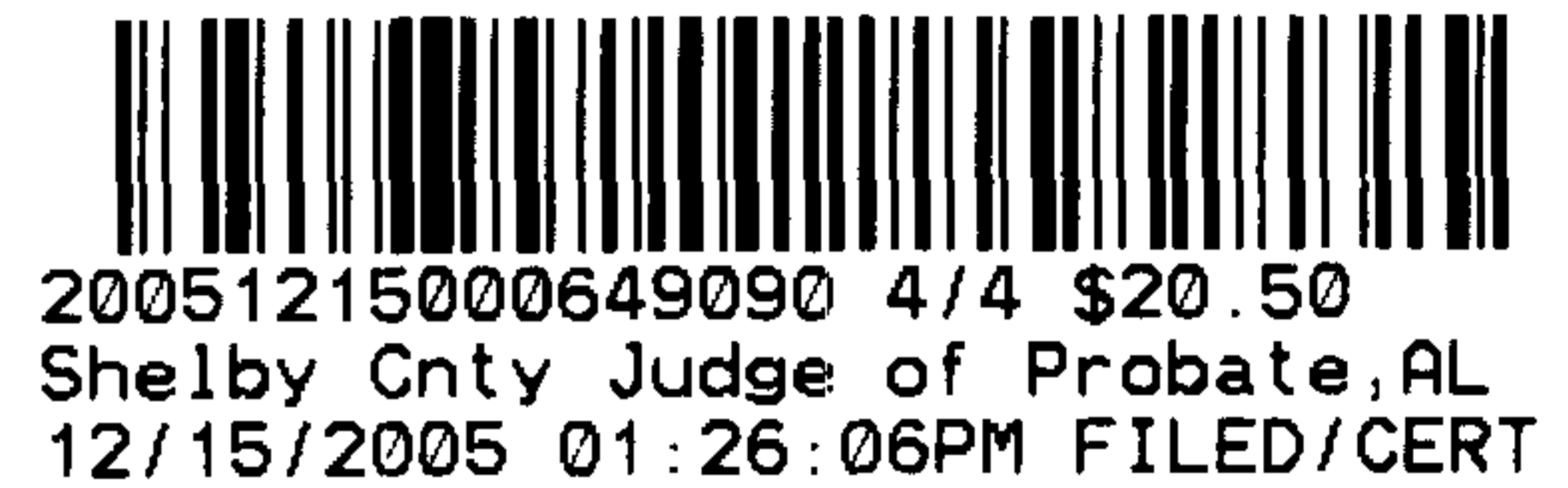
STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Beth B. Schaeffer, whose name as Manager of **Schaeffer Properties, L.L.C.**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 29 day of November, 2005.

Brenda J. Smith
Notary Public
My Commission Expires: 01-30-06

STATE OF ALABAMA)
)
COUNTY OF Jefferson)



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee Rogoff, whose name as Manager of **LR Properties, LLC**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29 day of November, 2005.

Maurice L. Sherin
Notary Public
My Commission Expires: 4-4-06