

STATE OF ALABAMA     )  
                             :  
SHELBY COUNTY         )

**JOINT DRIVEWAY AND INGRESS/EGRESS EASEMENT**

**This Agreement, made and entered into this the 26th day of September, 2007, by and**  
  
**between J. ANTHONY JOSEPH (hereinafter referred to as "JOSEPH") and ROBERT C.**  
  
**ROPER and BRYNDA D. ROPER (hereinafter referred to as "ROPER").**

WITNESSETH:

WHEREAS, JOSEPH is the owner of Lots 4-A and 5-A, according to the Re-Survey of  
  
Lots 4 and 5, Rhett Butler Ridge, as recorded in Map Book 39, Page 28, in the Probate Office of  
  
Shelby County, Alabama (hereinafter referred to as "Lot 4-A and 5-A"), and

WHEREAS, ROPER is purchasing from JOSEPH, Lot 5-A, according to the Re-Survey  
  
of Lots 4 and 5, Rhett Butler Ridge, as recorded in Map Book 39, Page 28, in the Probate Office

Shelby County, AL 10/03/2007  
State of Alabama  
Deed Tax: \$.50

CLAYTON T. GIBBNEY, ATTORNEY AT LAW

of Shelby County, Alabama (hereinafter referred to as "Lot 5-A"), and

WHEREAS, JOSEPH has established on the record plat of Lot 4-A and 5-A, an ingress/egress easement located on Lot 4-A being sixty (65') feet in width along Tara Drive and lying between Lot 5-A and Lot 3 of Rhett Butler Ridge. Said ingress/egress easement was reserved on the record plat to serve both Lots 4-A and 5-A.

WHEREAS, the Joseph and Roper are desirous of entering into an ingress/egress easement allowing for the construction and maintenance of a joint driveway over, upon and through the property described as a sixty five (65') foot easement for ingress and egress and utilities which lies entirely on Lot 4-A as said ingress/egress easement lies between said Lot 5-A and 3, of Rhett Butler Ridge; and

WHEREAS, JOSEPH and ROPER agree that ROPER shall construct and maintain a joint driveway from Tara Drive within said easement to serve both Lots 4-A and 5-A.

NOW, THEREFORE, the undersigned, JOSEPH, does hereby grant, bargain, and convey unto ROBERT C. ROPER and BRYNDA D. ROPER, their heirs, successors and assigns, a non-exclusive sixty five (65') foot wide easement for ingress/egress and utilities as shown on the

record plat of Lot 4-A, according to the Re-Survey of Lots 4 and 5, Rhett Butler Ridge, as recorded in Map Book 39, Page 28, in the Probate Office of Shelby County, Alabama; and

The ROPERS shall be responsible for the construction of a driveway within said ingress/egress located on said Lot 4-A to the point where the individual drive to serve Lot 5-A divides near the common property boundary of said Lots 4-A and 5-A. The ROPERS shall be responsible for the maintenance of said ingress/egress easement and all improvements located within therein until such time as construction of a dwelling commences on Lot 4-A. The ingress/egress easement and all improvements located therein shall be jointly maintained by the owners of Lots 4-A and 5-A, their respective heirs, successors and assigns, after construction commences on a dwelling Lot 4-A.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

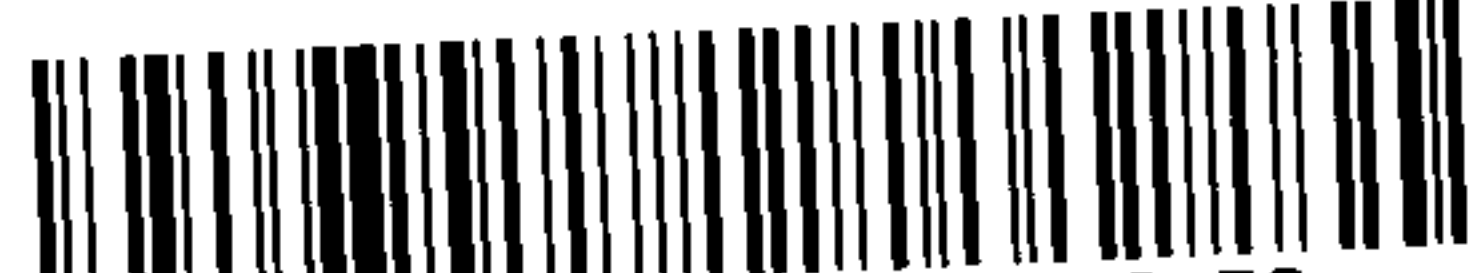
IN WITNESS WHEREOF, the JOSEPH and ROPER have set their signatures and seals this 26th day of September, 2007.

GRANTEE:

  
ROBERT C. ROPER

GRANTOR:

  
J. ANTHONY JOSEPH

  
20071003000463630 3/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
10/03/2007 04:01:10PM FILED/CERT

STATE OF ALABAMA     }  
COUNTY OF JEFFERSON }

I, a Notary Public in and for said County in said State, hereby certify that J. ANTHONY JOSEPH whose name 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 instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of September, 2007.

  
Notary Public

My commission expires: 6-5-2011

STATE OF ALABAMA     }  
COUNTY OF JEFFERSON }

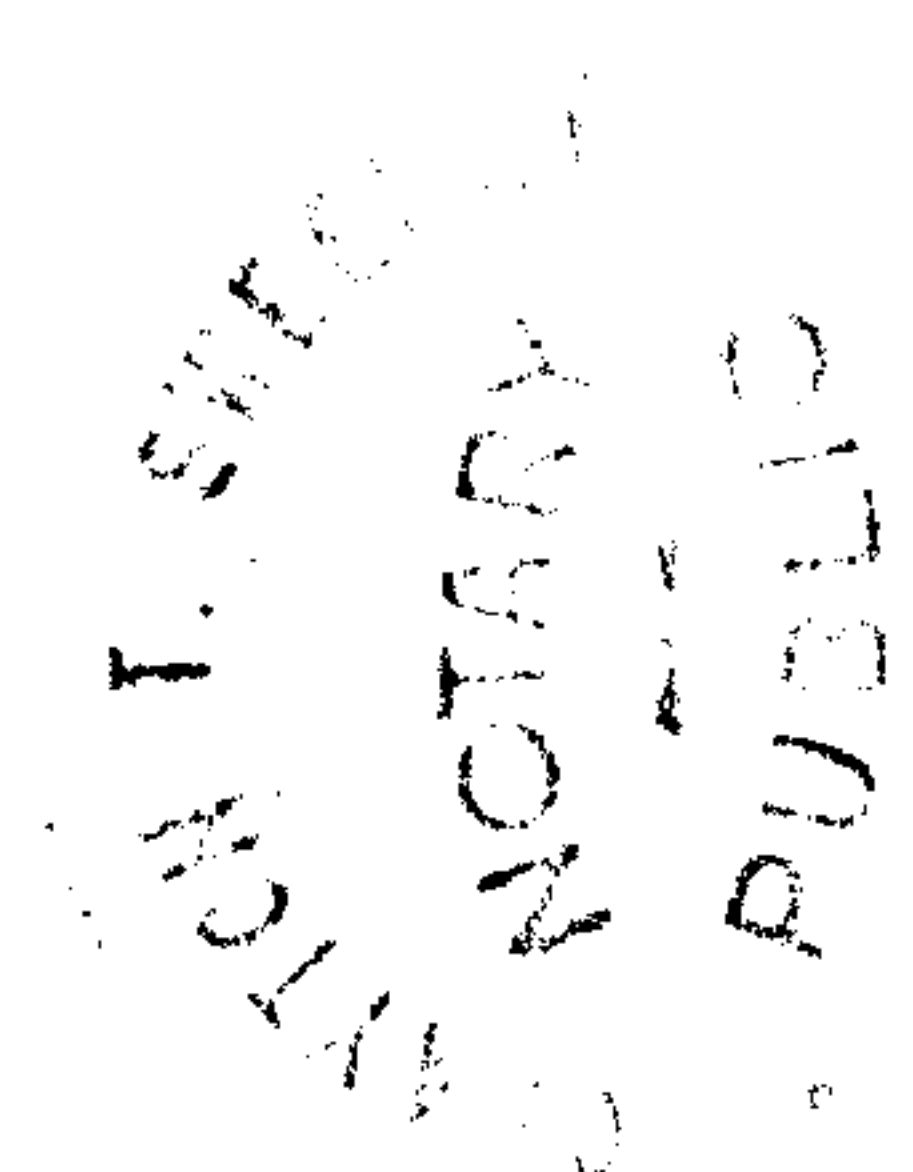

I, a Notary Public in and for said County in said State, hereby certify that ROBERT C. ROPER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of September, 2007.

  
Notary Public

My commission expires: 6-5-2011

This instrument prepared by:  
Clayton T. Sweeney  
Attorney At Law  
2700 Highway 280 East Suite 160  
Birmingham, AL 35223

  
  
20071003000463630 4/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
10/03/2007 04:01:10PM FILED/CERT