

This Instrument was prepared by:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT DRIVEWAY AGREEMENT

Whereas, TRINITY HOMES, LLC, an Alabama Limited Liability Company, hereinafter referred to as “TRINITY” is the owner of the following described lots situated in Shelby County, Alabama, to-wit:

Lot 10A & 11A, according to the resurvey of Grand Oaks, as recorded in Map Book 35, Page 58, in the Probate Office of Shelby County, Alabama

and

Whereas, Lot 10A, is subject to a mortgage in favor of SouthFirst Mortgage, Inc., and

Whereas, the aforescribed Lots 10A & 11A use a common and joint driveway which lies on Lot 10A as shown on the attached survey by Robert C. Farmer, dated May 23, 2008, marked Exhibit A, and legally described as set forth in the attached legal description marked Exhibit B, and

Whereas, TRINITY, has a contract to sell Lot 11A, to Robert B. Bliss and Sandra L. Floyd, which is set for closing on even date herewith, and TRINITY desires to convey to the said Robert B. Bliss and Sandra L. Floyd, a non-exclusive right to use said joint driveway as described in Exhibits A & B, subject to the common rights of use by the owners of Lot 10A, and

Whereas, it is the intent of TRINITY that said joint driveway will be used as a non-exclusive driveway for the sole benefit of the owners of Lots 10A & 11A and it is the desire and intention of TRINITY that said driveway shall be continuously available for use by said owners, their successors and assigns, and

Whereas, SouthFirst Mortgage does hereby consent to the granting of the non-exclusive joint driveway for the use and benefit of the owners of Lot 10A and Lot 11A as hereinabove described, their invitees, their heirs, successors and assigns forever.

Now, Therefore, for a good and valuable consideration TRINITY does hereby create a joint driveway on over and across Lot 10A as set forth on Exhibits A & B for the mutual benefit to be enjoyed by the owners of Lot 10A & Lot 11A and it is agreed as follows:

- (1) That the common and joint driveway which lies on Lot 10A as shown on the attached survey by Robert C. Farmer, dated May 23, 2008, marked Exhibit A, and legally described as set forth in the attached legal description marked Exhibit B, does and shall constitute a joint driveway for the use and benefit of the owners of Lot 10A and Lot 11A as hereinabove described, their 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.


(3) That SouthFirst Mortgage, Inc. executes this instrument as mortgagee to Lot 10A thereby showing its consent thereto.


IN WITNESS WHEREOF, the parties described herein have set their hands and seals as to SouthFirst Mortgage, Inc. by its duly authorized agent, Susan S. Clark, by TRINITY HOMES, LLC, by its members, John R. Crawford, and J. Dan Taylor, and by Robert B. Bliss and Susan L. Floyd on this the 30th day of May, 2008.

TRINITY HOMES, LLC

BY: 
JOHN R. CRAWFORD, MEMBER

BY: 
J. DAN TAYLOR, MEMBER


ROBERT B. BLISS


SANDRA L. FLOYD

SOUTHFIRST MORTGAGE, INC.

BY: 
SUSAN S. CLARK, its authorized Agent

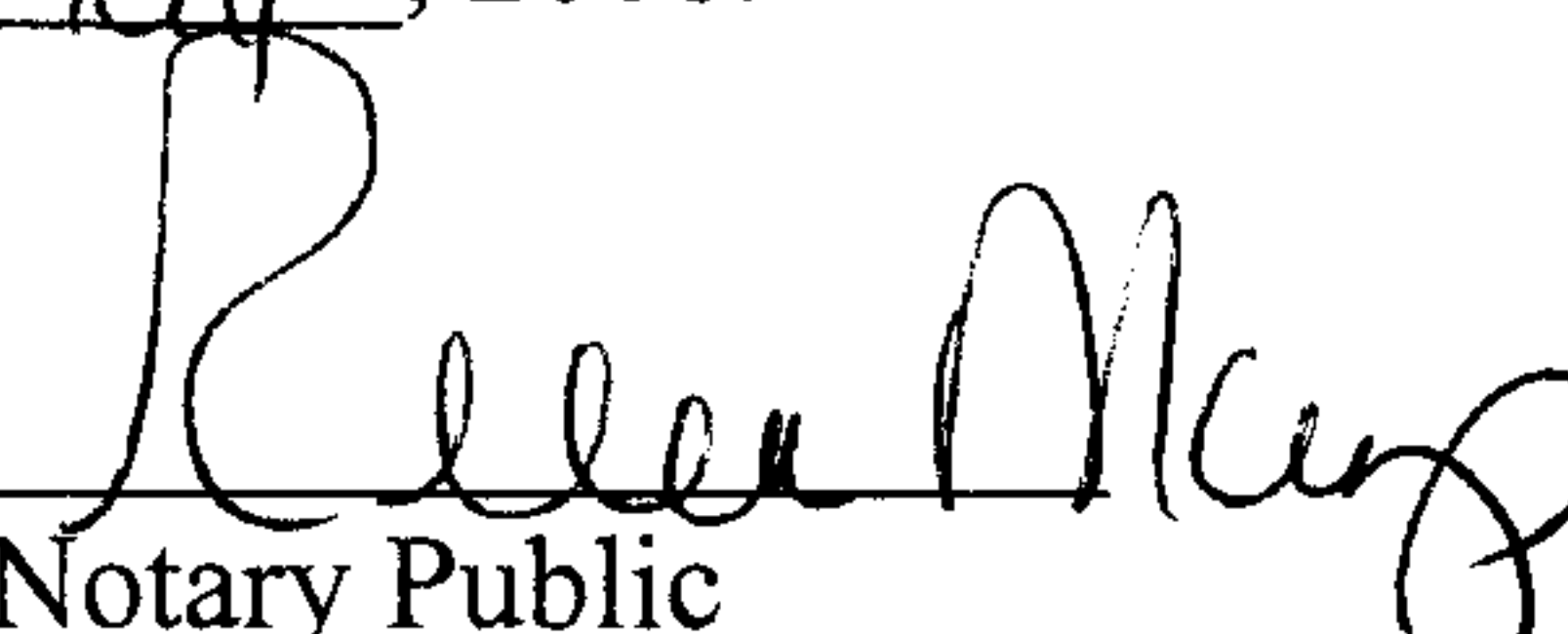
STATE OF ALABAMA)

COUNTY OF SHELBY)

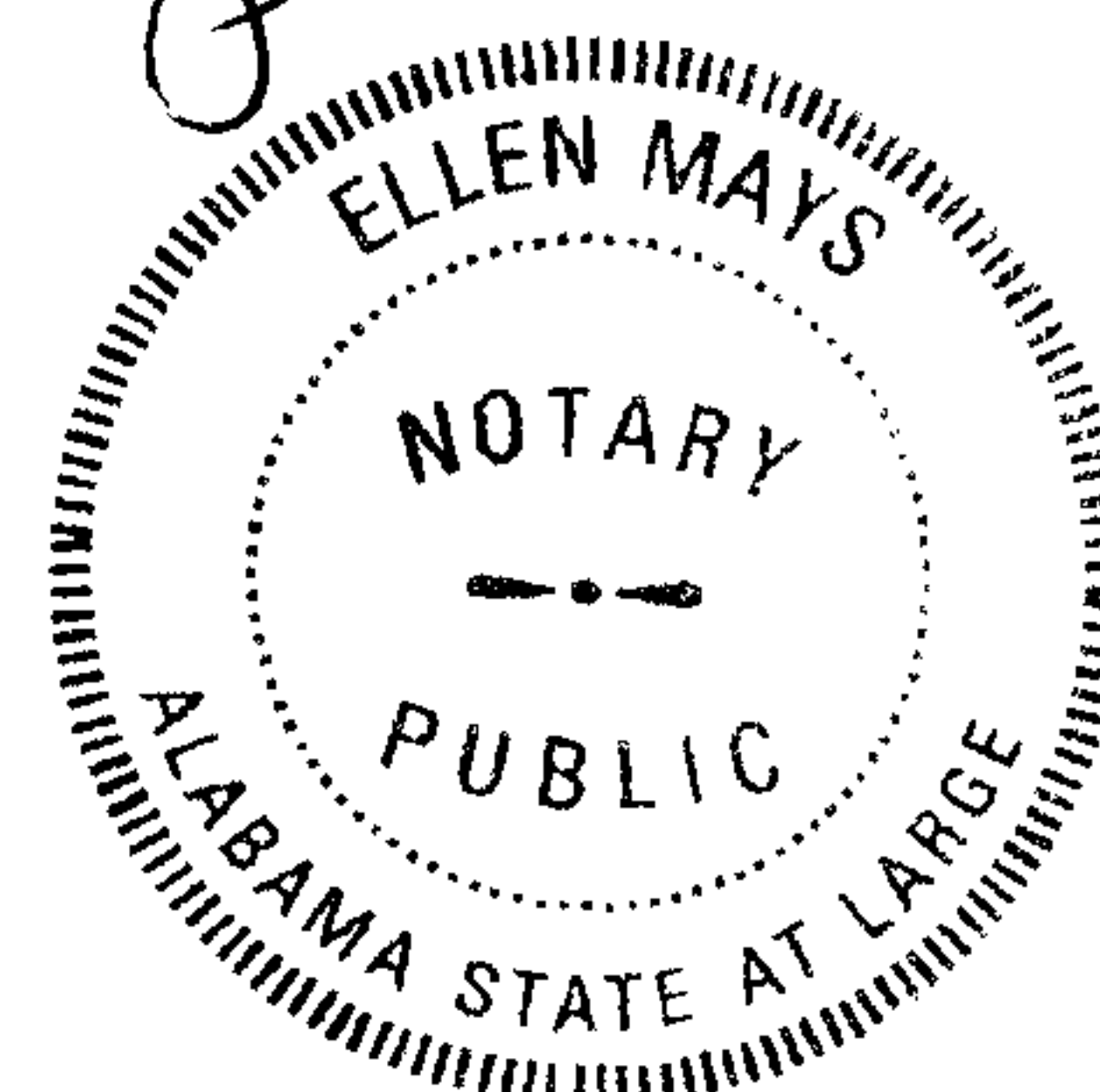
ACKNOWLEDGMENT

I, Ellen Mays, a Notary Public, in and for said County in said State, hereby certify that JOHN R. CRAWFORD, and J. DAN TAYLOR, whose names as members of TRINITY HOMES, LLC, are signed to the foregoing joint driveway agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 30th day of May, 2008.


Notary Public

My commission expires: 12/20/08



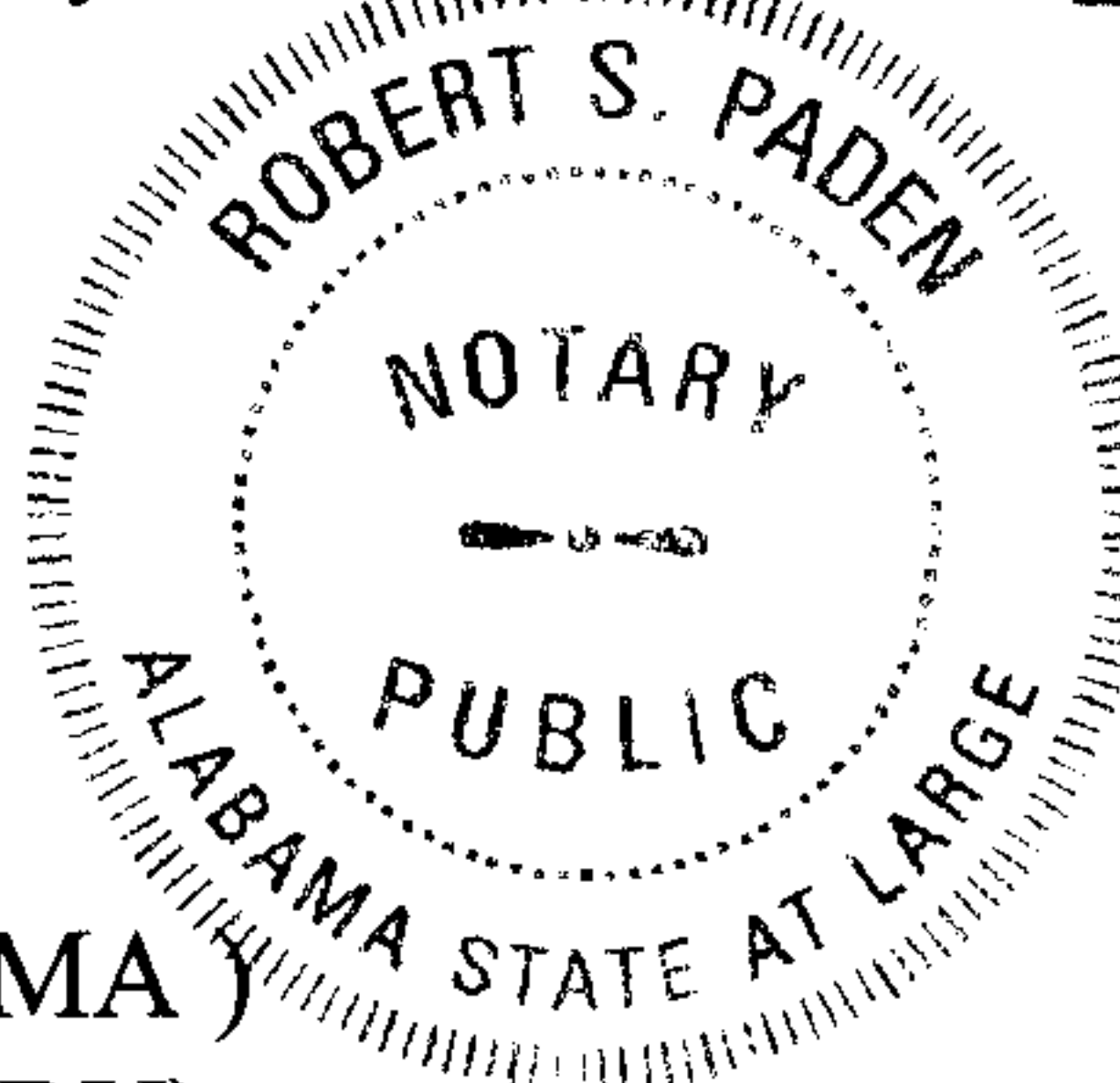
STATE OF ALABAMA)

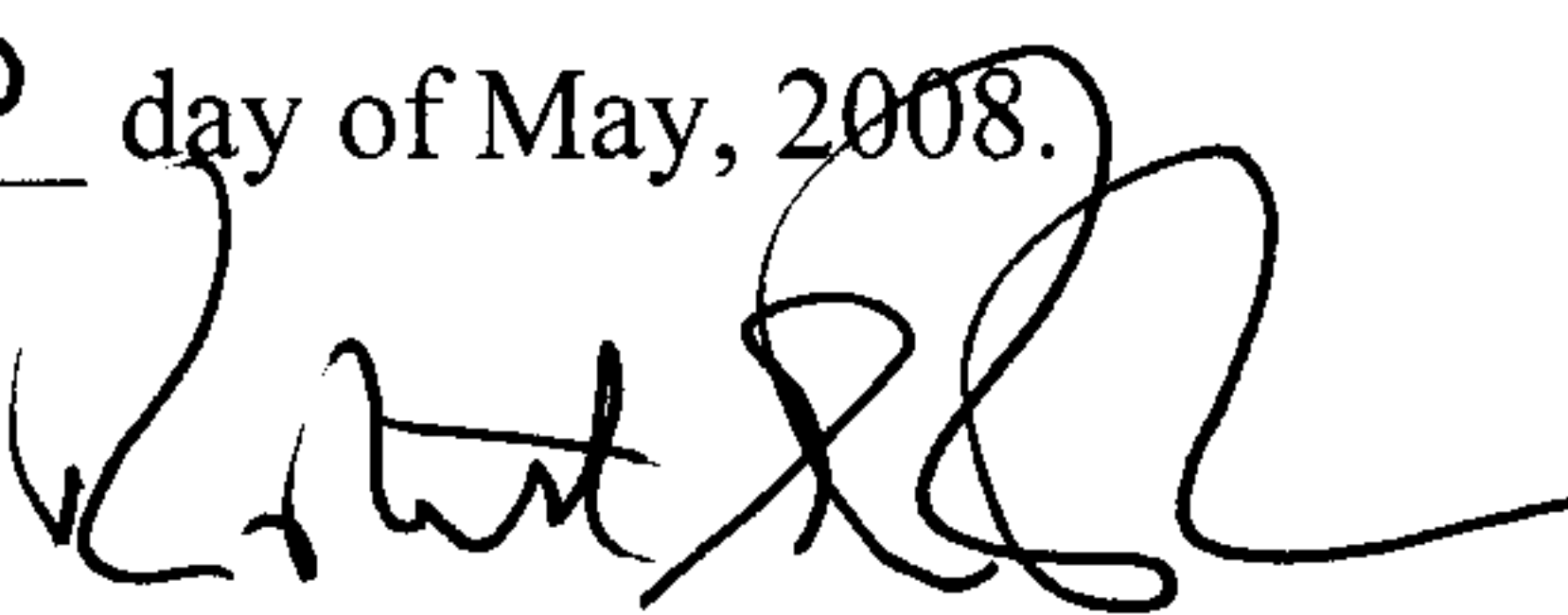
COUNTY OF SHELBY)

20080605000228160 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
06/05/2008 08:37:50AM FILED/CERT

I, the undersigned Notary Public, in and for said county and in said state, hereby certifies that ROBERT B. BLISS, a single person, and SANDRA L. FLOYD, a single person,, 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 instrument, they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 30 day of May, 2008.





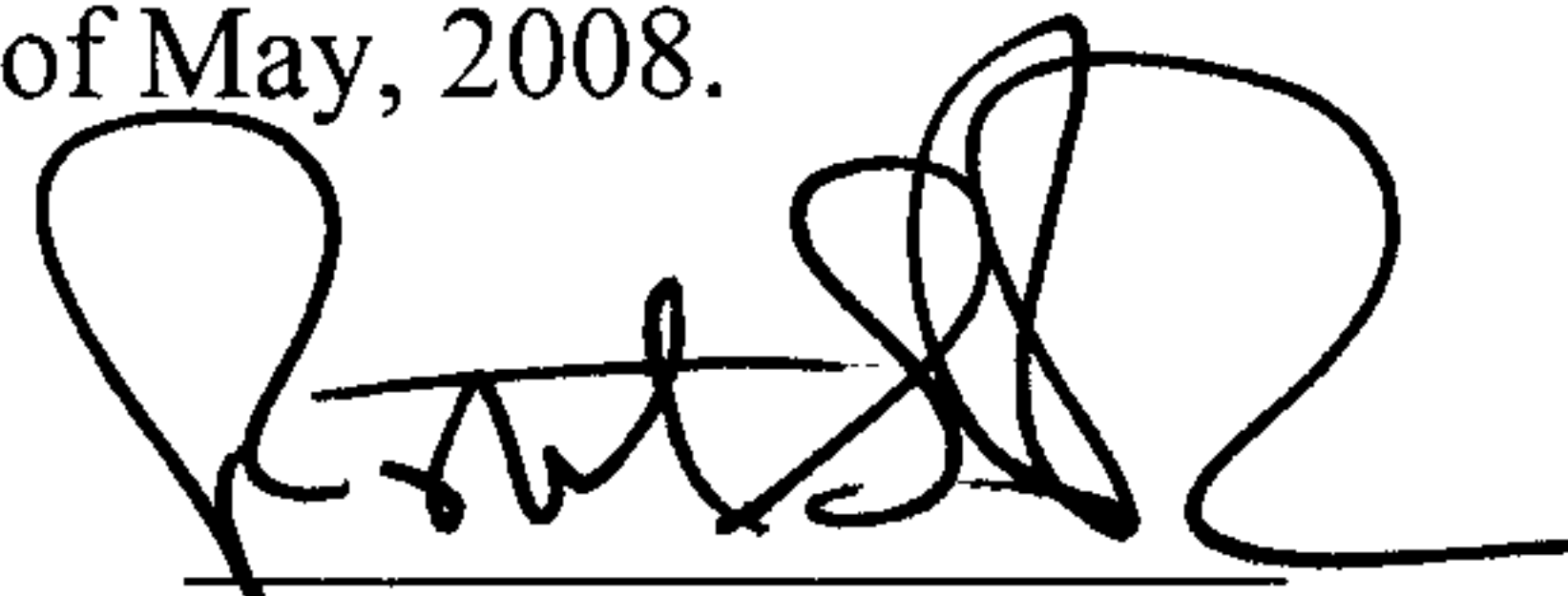
Notary Public

My commission expires: 7/16/10

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, ROBERT S. PADEN, a Notary Public, in and for said County in said State, hereby certify that SUSAN S. CLARK, whose name as AGENT of SOUTHFIRST MORTGAGE, INC., 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, as such agent and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 30th day of May, 2008.



Notary Public

My commission expires: 7/16/10

