

STATE OF ALABAMA
COUNTY OF SHELBY

This Instrument Prepared By:
Shami S. Malone
111 Watterson Parkway
Trussville, AL 35173

JOINT DRIVEWAY AGREEMENT

This Agreement is made and entered into on this 28 day of June, 2024, by and between **Phillip J. Lusco and wife, Virginia Lusco** (hereinafter referred to as "Party of the First Part") and **Robert Ford and wife, Monika Ford**, (hereinafter referred to as "Party of the Second Part");

WITNESSETH, that Whereas, the party of the first part owns in fee simple the following described real estate:

Lot 2, of the Pitchford Subdivision, recorded in Map Book 59, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the party of the second part owns in fee simple the following described real estate:

Lot 3, of the Pitchford Subdivision, recorded in Map Book 59, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the above described properties are adjacent lands which are subject to a joint driveway located on said properties;

Whereas, the parties hereto are desirous to recognize and acknowledge said joint driveway and to grant to each other the free, unencumbered use of same.

KNOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the parties mutually covenant, stipulate and agree as follows:

The parties hereto hereby grant unto each other jointly and severally and their successors and assigns, a joint driveway easement over, upon and along the driveway as currently constructed on the property owned by Party of the First Part, with the full and free right of each of the undersigned, their successors and assigns, tenants, servants, visitors and licensees, in common with all others having a like right, at all times hereafter, together with the right to pass and repass along and over said joint driveway, it being the intention of the parties hereto jointly and severally to grant and they do hereby grant to each other, their successors and assigns, said easement and right of way over said premises described herein.

In addition to the items described hereinabove, the undersigned parties hereby agree to keep the portion of the driveway located on their respective properties in a state of good repair.

It is understood and agreed that in the event the driveway described herein is abandoned and is no longer needed for either of the owners of said properties, their heirs and/or assigns, then this Agreement shall terminate and be of no further force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 28 day of June, 2024.

Party of the First Part:

Phillip J. Lusco
Phillip J. Lusco

Virginia Lusco
Virginia Lusco

Party of the Second Part::

Robert Ford
Robert Ford

Monika Ford
Monika Ford

STATE OF ALABAMA

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ACKNOWLEDGMENT

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Jefferson COUNTY

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Phillip J. Lusco and Virginia Lusco, whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they executed the same voluntarily and with full authority, on the day the same bears date.

Given under my hand this the 28 day of June, 2024.



[Signature]
NOTARY PUBLIC

My Commission Expires: 10-4-25

STATE OF ALABAMA

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ACKNOWLEDGMENT

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JEFFERSON COUNTY

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Ford and Monika Ford, whose names are signed to the foregoing Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they executed the same voluntarily on the day the same bears date.

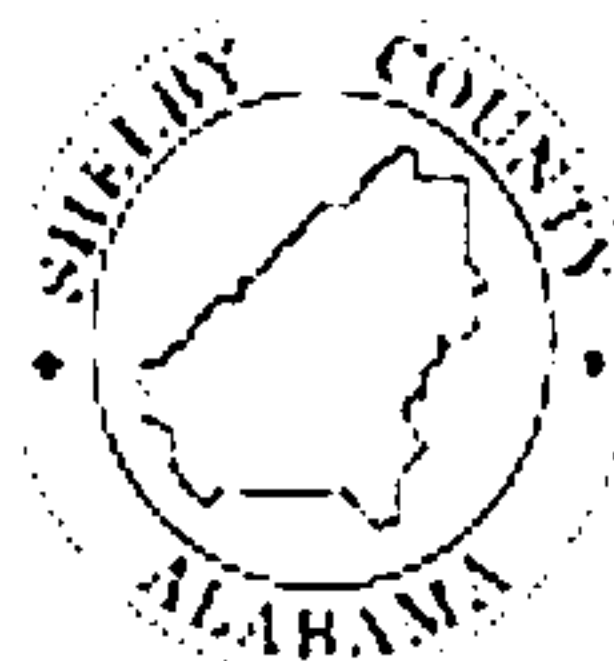
Given under my hand this the 28 day of June, 2024.

[Seal]



[Signature]
NOTARY PUBLIC

My Commission Expires: 10-4-25



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/03/2024 08:22:26 AM
\$28.00 CHARITY
20240703000201080

Alicia S. Bayl