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DRIVEWAY AGREEMENT

THIS AGREEMENT is entered into between Ben Trott and Onie Trott as parties of the first part and Mark Allen Overton and Elizabeth J. Overton as parties of the second part. Parties of the second part are the owners of the following described property:

A parcel of land situated in a part of the NW 1/4 of SW 1/4 of Section 16, Township 19 South, Range 1 West, and being more particularly described as follows: Commence at the SW corner of the NW 1/4 of SW 1/4 of Section 16, Township 19 South, Range 1 West, Thence East along the South line of said 1/4-1/4 Section a distance of 97.65 feet, Thence 101 degrees 02 minutes to the left in a Northwesterly direction a distance of 52.70 feet to the point of beginning of tract herein described, Thence continue along the last named course a distance of 100.00 feet, thence 90 degrees 00 minutes to the right in a Northeasterly direction a distance of 75.00 feet, Thence 90 degrees 00 minutes to the right in a Southeasterly direction a distance of 100.00 feet, Thence 90 degrees 00 minutes to the right in a Southwesterly direction a distance of 75.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

Parties of the first part are the owners of all property surrounding above described property.

1) Parties of the first part agree that parties of the second part have a right to use the driveway leading from the front of above described property across the lands of parties of the second part to the Right-of-Way of the Dunavant Highway.

2) Parties of the second part agree that parties of the first part have the right to use the secondary (old driveway) which leads Easterly from the above described property and crosses party of the first part lands to the North Right-of-Way of Dunavant Highway. This provision shall take affect only in the event that other parties not a party to this agreement should attempt to block or stop the parties of the second part in their use of the driveway leading from front of lot to the North Right-of-Way of Dunavant Highway.

This agreement is executed for the purpose of giving parties of the second part an alternate method of Ingress and Egress should other parties not a party to this agreement attempt to close the front driveway currently in use.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of Nov 2, 1985.

Kathleen Trott  
Witness

Wanda Roberson  
Witness

Norma M. Mosley  
Witness

Mary B. O'Brien  
Witness

Ben Trott  
Ben Trott

Onie Trott  
Onie Trott

Mark Allen Overton  
Mark Allen Overton

Elizabeth J. Overton  
Elizabeth J. Overton

THIS DOCUMENT PREPARED BY:  
Mike T. Atchison, Attorney  
Post Office Box 822  
Columbiana, Alabama 35051

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 NOV 13 AM 8:56

Thomas A. Atchison, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 2.50
Index Fee	1.00
TOTAL	\$ 3.50