

COURTNEY MASON & ASSOCIATES, P.C.
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THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

JOINT DRIVEWAY AGREEMENT

Whereas, James E. Pardue and wife, Debbie A. Pardue are the owners of the following described property, to-wit:

That certain tract of land described as commencing at the Northeast corner of the East half of the Northeast Quarter of the Northwest Quarter of Section 3, Township 24 North, Range 13 East; thence run South 79 degrees West for a distance of 380 feet to a point; thence run South 64 degrees 40 minutes West for a distance of 210 feet to a pine tree; thence run South 27 degrees 10 minutes East for a distance of 1050 feet along a fence line to the point of beginning of the lot herein described and conveyed; thence run North 67 degrees 42 minutes East for a distance of 210 feet; thence run North 27 degrees 10 minutes West for a distance of 124.20 feet; thence run South 65 degrees 27 minutes 52 seconds for a distance of 209.46 feet; thence run South 27 degrees 10 minutes East for a distance of 116.0 feet to the point of beginning. Situated in Shelby County, Alabama.

Also, Lot 10, Block D, according to the survey of Farris Subdivision, 1st Addition, as recorded in Map Book 4, Page 20, in the Office of the Judge of Probate, Shelby County, Alabama. Situated in Shelby County, Alabama.

And Whereas, James E. Pardue and wife, Jewell J. Pardue are the owners of the following described property, to-wit:

That certain tract of land described as commencing at the Northeast corner of the East Half of the Northeast Quarter of the Northwest Quarter of Section 3, Township 24 North, Range 13 East, and run thence South 79 degrees West 380 feet to a point; run thence South 64 degrees and 40 minutes West a distance of 210 feet to a pine tree; run thence South 27 degrees and 10 minutes East a distance of 1050 feet along a fence line to the point of beginning of the lot herein described and conveyed; run thence North 64 degrees and 40 minutes East a distance of 210 feet; run thence North 27 degrees and 10 minutes West a distance of 210 feet; run thence South 64 degrees and 40 minutes West a distance of 210 feet; run thence South 27 degrees and 10 minutes East a distance of 210 feet to the point of beginning. LESS AND EXCEPT that portion of caption lands previously sold to James E. Pardue, as described hereinabove.

And Whereas, Billy J. Blackerby and Shirley Blackerby are the owners of the following described property, to-wit:

Lot 11, Block D, according to Farris Subdivision, First Addition, as shown by map recorded in Map Book 4, Page 20, in the Probate Office of Shelby County, Alabama.

And Whereas, the parties hereto all use a road known as 22nd Street for access to their properties;

And Whereas, a copy of the survey of Steven H. Gay, RLS#17522, showing said road is attached hereto, as Exhibit "A";

Therefore, the parties to this agreement do hereby agree as follows:

1. Each party to the agreement, his successors, heirs, and assigns, shall be entitled to the use of the easement for ingress to and from their respective properties.
2. This joint driveway agreement shall be a covenant running with the land.
3. The road shall be maintained by the parties to this agreement until such time as the municipality of Calera takes over the maintenance of said road as a public street.

INST. # 1993-06889

03/11/1993-06889
01:33 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
D03 MCD 11.50

In Witness Whereof, we have set our hands and seals, this 3rd day of March, 1993.

James Eugene Pardue
James Eugene Pardue

Debbie A. Pardue
Debbie A. Pardue

James E. Pardue
James E. Pardue

Jewell J. Pardue
Jewell J. Pardue

Billy J. Blackerby
Billy J. Blackerby

Shirley Blackerby
Shirley Blackerby

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared James Eugene Pardue and wife, Debbie A. Pardue, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of March, 1993.

Just F. Parson
Notary Public

My commission expires: 10/16/96

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared James E. Pardue and wife, Jewell J. Pardue, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of March, 1993.

Shirley J. Blackerby
Notary Public

My commission expires:

MY COMMISSION EXPIRES AUG. 15, 1996

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Billy J. Blackerby and wife, Shirley Blackerby, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of March, 1993.


Notary Public

My commission expires:

November 5, 1994

Inst # 1993-06889

