

DRIVEWAY AGREEMENT

THIS AGREEMENT is made on this the 15th day of November, 1993, between LARRY PEARCE and wife, JUDY PEARCE, herein called the "PEARCES", and B.R. RIVES and wife, KATHY R. RIVES, herein called the "RIVES".

WHEREAS, the PEARCES are the owners of Lot 16 of Mulberry Landing Subdivision, and the RIVES are the owners of Lot 17 of Mulberry Landing Subdivision, which last described tract of land adjoins the first described tract of land;

AND WHEREAS, the parties are desirous of creating an automobile driveway for their common use over the land of the PEARCES lying south of the boundary line between the tracts and over the land of the RIVES lying north of said boundary line, said land to constitute together a 30 foot automobile driveway.

NOW THEREFORE, the parties hereto agree that the aforesaid land lying partially on the PEARCES' side of said boundary line and partially on the RIVES' side of said boundary line shall be and forever remain an automobile driveway for the use of said parties, their heirs and assigns, for ingress and egress of pleasure or private automobiles only, to and from any structures erected on said premises.

Inst # 1994-01242

Cornell + Justice

01/12/1994-01242
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 11.00

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day the year first above written.

Larry W Pearce
Larry Pearce

Judy Pearce
Judy Pearce

B. R. Rives
B.R. Rives

Kathy R. Rives
Kathy R. Rives

WITNESS TO SIGNATURES:

Herl M. Davis

ADDRESS: P.O. Box 342

COLUMBIANA AL

Inst # 1994-01242

01/12/1994-01242
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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