

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

THIS AGREEMENT, made and entered into on this 30th day of November, 1995, by and between Robert Kendrick and wife, Grace Kendrick; Jimmy Earl Vickery, a single man; Bobby Gene Smith, II and wife, Marsha R. Smith (hereinafter referred to "Grantors"; and Fred Wayne Horton, hereinafter referred to "Grantee:"

WITNESSETH:

WHEREAS, Grantors and Grantee are the joint users of a private road known as Slab Hill Road, located upon property owned by Grantors, hereinafter referred to "private road", more particularly described as follows:

A 30-foot private access easement, the centerline of which being more particularly described as follows:

Commence at the NW corner of the N 1/2 of the NW 1/4 of Section 15, Township 24 North, Range 14 East; thence run East along the North line thereof 1830 feet, more or less, to the center of an existing road and the point of beginning of said centerline; thence 78 degrees 36 minutes 29 seconds left run Northerly 154.26 feet; thence 18 degrees 39 minutes 39 seconds right run 231.97 feet; thence 12 degrees 23 minutes 51 seconds left run 181.42 feet; thence 23 degrees 05 minutes 32 seconds left run Northwesterly 100.73 feet; thence 33 degrees 04 minutes 07 seconds left run 380.68 feet; thence 79 degrees 06 minutes 24 seconds right run Northeasterly 451.09 feet; thence 13 degrees 18 minutes 21 seconds left run 295.66 feet; thence 14 degrees 32 minutes 43 seconds left run 239.65 feet; thence 21 degrees 28 minutes 27 seconds left run Northwesterly 235.37 feet; thence 3 degrees 18 minutes 15 seconds right run 143.37 feet; thence 11 degrees 05 minutes 58 seconds left run 161.82 feet; thence 26 degrees 16 minutes 25 seconds right run Northeasterly 155.33 feet; thence 23 degrees 56 minutes 40 seconds left run Northwesterly 80.00 feet; thence 27 degrees 39 minutes 11 seconds left run 509.25 feet; thence 4 degrees 44 minutes left run 202.96 feet; thence 11 degrees 51 minutes 17 seconds right run Northwesterly 306.27 feet; thence 17 degrees 48 minutes 39 seconds right run 182.79 feet; thence 9 degrees 13 minutes 08 seconds right run Northwesterly 232.12 feet to the Southerly right of way of Hiawatha Road and the point of ending.

which abuts property which is owned by Grantee, described as follows:

Situated in the NE 1/4 of NW 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama, being more particularly described as follows:

Commence at the NW corner of the N 1/2 of the NW 1/4 of Section 15, Township 24 North, Range 14 East; thence run East along the North line thereof 1785.45 feet to the point of beginning; thence continue along the last described course 652.07 feet; thence 89 degrees 46 minutes 12 seconds right run Southerly 1275.94 feet; thence 89 degrees 34 minutes 14 seconds right run Westerly 1064.94 feet; thence 90 degrees right run Northerly 247.50 feet; thence 90 degrees right run Easterly 414.41 feet; thence 89 degrees 34 minutes 14 seconds left run Northerly 1035.94 feet to the point of beginning.

WHEREAS, Grantors and Grantee desire to set forth the terms of their agreement as to the use of said private road; and

WHEREAS, Grantors and Grantee desire this agreement to run with the land and to be binding not only on themselves, but to their heirs, successors and assigns.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00), cash, and the mutual covenants contained herein, the parties hereto agree as follows:

12/22/1995-36775
 01:45 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE

Just.
H.C.R.

~~1. That Grantors and Grantee agree to maintain said road in the same condition and with like materials as of the date of this agreement.~~

2. That the use of the road by Jimmy Earl Vickery and Bobby Gene Smith, II and wife, Marsha R. Smith, is limited to that portion of the road located on their respective properties.

3. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said private road. Further, no third party shall have the right to enforce the agreement between the parties.

4. This agreement shall be binding on the parties hereto, their successors and assigns. The covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the ____ day of November, 1995.

Robert Kendrick
Robert Kendrick

Grace Kendrick
Grace Kendrick

Jimmy E. Vickery
Jimmy Earl Vickery

Bobby Gene Smith, II
Bobby Gene Smith, II

Marsha R. Smith
Marsha R. Smith

Fred Wayne Horton
Fred Wayne Horton

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Robert Kendrick and wife, Grace Kendrick, 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 30th day of November, 1995.

Janet F. Parson
Notary Public

My commission expires:

DEED _____
MORTG _____
REC. 12.50
INDEX 3.00
D.P.FEE 2.00