

8-8-02

The under signed Bill C. Jones
and Carol E. Jones do here by
resend and revoke and Terminate
all agreements made to Michael
L. Jones and Tonya R. Jones
and there desc~~end~~ents.
See Attached copy of Legal
description.

No moneys Ever received or
crossed hands and contract was
never recorded so contract
is void and Terminated.

Bill Jones

Bill Clark Jones

Carol E. Jones

Carol E. Jones

Bill Jones appeared before me this day August 8,
2002 to sign above document in my presence.

Debi B. Fortenberry, Notary Public

my commission expires

06-04-04

EXHIBIT "A"

The E ½ of E ½ of NE 1/4, North of Highway 26, Section 19, Township 21 South, Range 1 West, Shelby County, Alabama. Situated in Shelby County, Alabama.

EXHIBIT "B"

Commence at the Northeast corner of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 89 degrees 31 minutes 43 seconds West for a distance of 634.22 feet; thence South 00 degrees 02 minutes 59 seconds East, for a distance of 436.94 feet to the point of beginning; thence South 85 degrees 40 minutes 41 seconds East for a distance of 445.21 feet; thence South 20 degrees 53 minutes 34 seconds East for a distance of 475.47 feet; thence North 82 degrees 13 minutes 19 seconds West for a distance of 618.86 feet; thence North 0 degrees 02 minutes 59 seconds West for a distance of 394.00 feet to the point of beginning.

EXHIBIT "C"

15 foot Ingress, Egress and Utility Easement

Commence at the Northeast corner of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 89 degrees 31 minutes 43 seconds West for a distance of 634.22 feet; thence South 00 degrees 02 minutes 59 seconds East for a distance of 436.94 feet; thence South 85 degrees 40 minutes 41 seconds East for a distance of 445.21 feet; thence South 20 degrees 53 minutes 34 seconds East for a distance of 264.43 feet to the POINT OF BEGINNING of the centerline of a 15 foot easement lying parallel to and to either side of described centerline; thence North 73 degrees 41 minutes 38 seconds East along said centerline for a distance of 20.16 feet; thence South 22 degrees 09 minutes 33 seconds East along said centerline for a distance of 128.47 feet; thence South 12 degrees 25 minutes 11 seconds East along said centerline for a distance of 24.13 feet; thence South 04 degrees 31 minutes 28 seconds East along said centerline for a distance of 155.38 feet; thence South 02 degrees 40 minutes 01 seconds East along said centerline for a distance of 171.00 feet; thence South 01 degrees 35 minutes 49 seconds West along said centerline for a distance of 76.70 feet; thence South 22 degrees 33 minutes 02 seconds West along said centerline for a distance of 135.28 feet; thence South 04 degrees 53 minutes 27 seconds West along said centerline for a distance of 186.55 feet to the END of said easement and the Northerly right-of-way line of Shelby County Highway 26.

JOINT DRIVEWAY AGREEMENT

This agreement made and entered into this 2nd day of January, 2002, by and between **Bill C. Jones and Carol E. Jones**, as first party and **Michael L. Jones and Tonya R. Jones**, as second party, bears witness that the parties hereto have agreed and contracted as follows:

1. First party is the owner in fee simple absolute of the following described property situated in Shelby County, Alabama:

See attached Exhibit "A"

2. Second party is the owner in fee simple absolute of the following described property situated in Shelby County, Alabama:

See attached Exhibit "B"

which property abuts the said property of the first party.

3. The parties are desirous of creating easements for a joint driveway situated equally in the abutting land of the two parties.
4. First party therefore hereby gives, grants and demises to second party an easement for a driveway described as follows:

See attached Exhibit "C"

5. Second party hereby gives, grants and demises unto first party, his heirs, successors and assigns an easement for a driveway described as follows:

See attached Exhibit "C"

6. The parties further agree that each of the parties shall have common use of the said driveway for themselves, their families, guests and invitees.
7. Each party shall make reasonable use of the easement so that each party may have approximately one-half of the use thereof and neither party shall obstruct such driveway in any manner as to interfere with reasonable use thereof by the other party.
8. Neither party shall make use of the driveway for business purposes so as not to increase the taxes, assessments or insurance rates of the other party nor as to make the continuance of the driveway illegal.
9. Any tort liability arising out of the driveway not occasioned by an act of misfeasance or nonfeasance of one party shall be the joint liability of both parties.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 2nd
day of January, 2002.

Witness

Bill C. Jones (Seal)
Bill C. Jones

Witness

Carol E. Jones (Seal)
Carol E. Jones

Witness

Michael L. Jones (Seal)
Michael L. Jones

Witness

Tonya R. Jones (Seal)
Tonya R. Jones

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Bill C. Jones and Carol E. Jones and Michael L. Jones and Tonya R. Jones**, whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of January, 2002.

Notary Public

My Commission Expires: