

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 17th day of December, 2004, by and between Frank I. Owen and wife, Betty S. Owen, hereinafter referred to as "Owen;" and Shelby County Board of Education, hereinafter referred to "Board:"

WITNESSETH:

WHEREAS, Owen and Board are the joint users of a private driveway serving the residence located as 107 Ferry Road, Columbiana, Alabama and also serves as access to a portion of Shelby County High School; and

WHEREAS, Owen and Board desire to set forth the terms of their agreement as to the maintenance of said driveway; and

WHEREAS, Owen and Board will each agree to make an equal contribution to cover the expenses for the safe and necessary maintenance of said driveway after applying contributions from other sources, if any; and

WHEREAS, Owen and Board 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:

1. That Owen and Board will make an equal contribution to cover the expenses for the safe and necessary maintenance of said private road after applying contributions from other sources, if any. The road shall be maintained in the same condition and with like materials as of the date of this agreement.

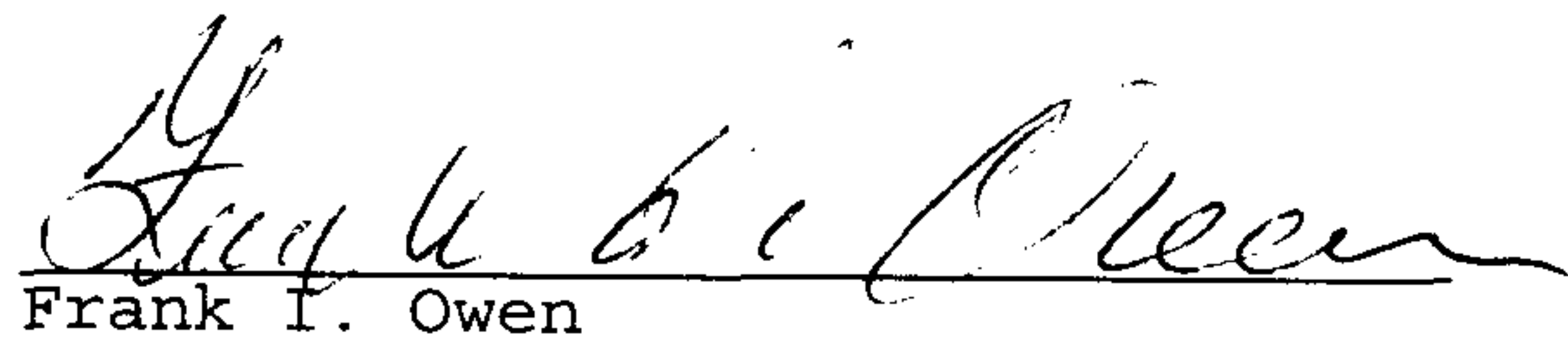
2. That this agreement is between the parties hereto and except for the parties' mortgagees, successors and assigns, no other third party shall be construed to be a third party beneficiary to this agreement, whether or not said party may, now or in the future, utilize a portion of said private road.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

3. In the event any party to this agreement fails to make a required contribution under this agreement then such failure shall constitute a breach under this agreement. The nonbreaching party may proceed in a court of competent jurisdiction to enforce this agreement. The breaching party agrees to pay all costs, including a reasonable attorney's fees.

4. The anticipated annual cost of maintaining the driveway is ^{150⁰⁰}~~\$100.00~~ per year. However, the preceding statement shall not, in any way, limit the amounts for which a party to this agreement may be liable.

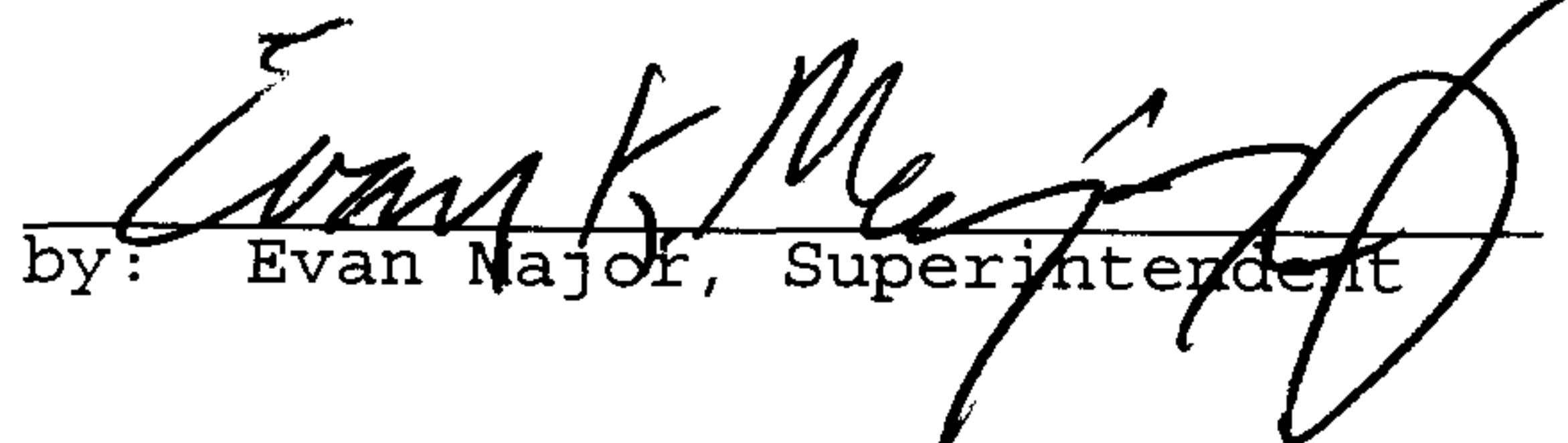
5. This agreement shall be binding on the parties hereto, their successors and assigns. The covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
on this the 21 day of December, 2004.


Frank I. Owen

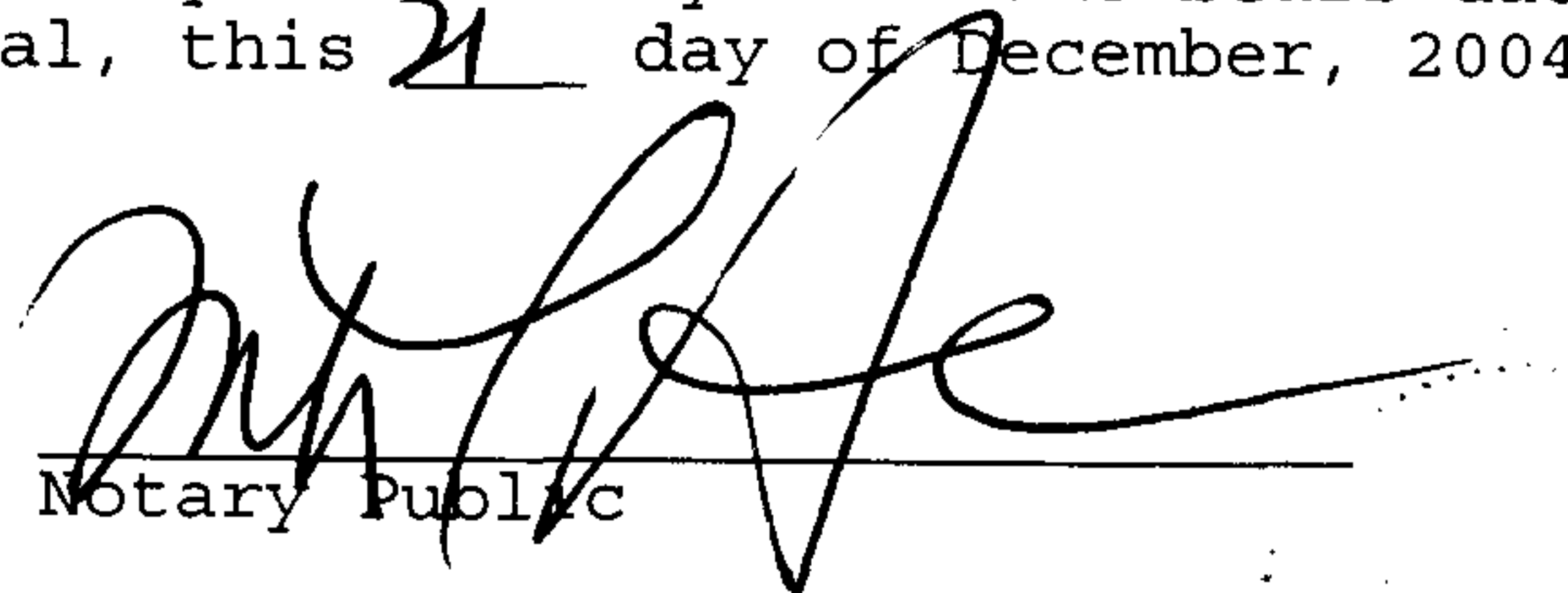

Betty S. Owen

SHELBY COUNTY BOARD OF EDUCATION


by: Evan Major, Superintendent

STATE OF ALABAMA
SHELBY COUNTY

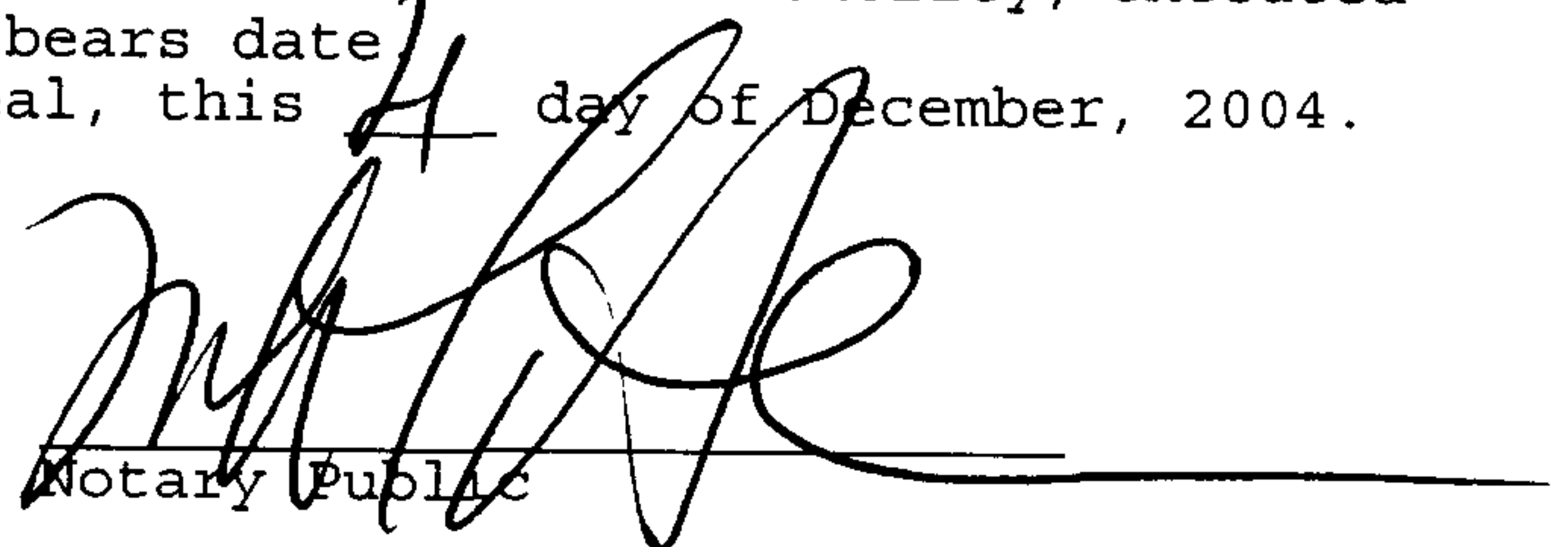
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Frank I. Owen and wife, Betty S. Owen, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this 21 day of December, 2004.


Notary Public

My commission expires:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Evan Majors, who name as Superintendent of the Shelby County Board of Education, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this 21 day of December, 2004.


Notary Public

My commission expires:

