

Prepared By:

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9/13/05 12:23:29
BK 509 PG 647
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

JOINT DRIVEWAY AGREEMENT

This agreement, made the 12th day of September, 202005,
between:

- (1) Rebecca Williams, residing at 5252 East Williams Road, Hernando, Mississippi 38632, the current owner 40 acres more or less, legally described as 32-3-9 SE ¼ NE ¼, as recorded in Deed book 169 page 79 of the office of the Chancery Clerk of DeSoto County, Mississippi hereinafter referred to as party of the first part;
- (2) Ralph and Wendy Jordon, residing at 5181 East Williams Road, Hernando, Mississippi 38632, the current owner of Lot 4 of the Cub Lake Estates as recorded in Plat Book 91, Pages 37-38 in the office of the Chancery Clerk of DeSoto County, Mississippi hereinafter referred to as party of the second part; *Sec 32 Twn 3 Range 09*
- (3) Richard McMinn residing at 5236 East Williams Road Hernando, Mississippi 38632 the owner of Lot 5 of the Cub Lake Estates as recorded in Plat Book 91, Pages 37-38 38 in the office of the Chancery Clerk of DeSoto County, Mississippi, hereinafter referred to as party of the third part. *Sec 32 Town 3 Range 09*

In consideration of the mutual promises herein contained and one dollar (\$1.00) each to the other in hand paid, receipt whereof is hereby acknowledged, and other good and valuable considerations, the said parties hereby agree as follows:

Whereas, the parties hereto wish to establish a perpetual easement for ingress and egress to the properties described herein and for the joint maintenance of a road which borders the west side of Lots 4 and 5 in the Cub Lake Estates and partially through the 40 acres of Rebecca Williams.

*Micki Bailey
3276 Goodman Rd E.
S1d*

Now, therefore, for the consideration of the mutual covenants herein contained, the parties agree as follows:

1. The easement created hereby is described as the roadway which borders along the west side of Lots 4 and 5 and partially through the 40 acres of Rebecca Williams.

2. The parties hereby agree that if any damage is caused to any of the improvements located on the easement, then all said damage shall be immediately repaired and the road restored to its original condition at the sole expense of the damaging party.

3. Should any other damage occur on the improvements located on the easement for any reason including, but not being limited to, normal wear and tear and acts of God, then all of said damage shall be repaired and restored to its original condition and the costs thereof shall be borne by the parties hereto or their successors in the proportion that their road frontage bears to the total road frontage. Said costs shall be a lien upon the nonpaying party's property until paid.

4. All decisions regarding necessary repair on the improvements of the easement shall be made by the mutual consent of the parties to this agreement or their successors in interest, grantees or assigns. Any disagreement in necessary repair shall be resolved by a local registered civil engineer, whose selection shall be mutually agreed upon by and between the parties, and whose decision shall be final and binding. Should any party fail or refuse to pay his or its share of any necessary repair, then the other party shall be free to undertake the necessary repair, paying for the same in full, at which time the party refusing to pay his share will be liable for a pro rata portion according to the frontage of his property on said road. Said amount shall be recoverable by suit filed in the proper Court of DeSoto County, Mississippi.

5. It is intended that this agreement shall become a covenant running with the land whereby the grantees or successors in interest of: (1) Rebecca Williams; (2) Ralph and Wendy Jordan; and (3) Richard McMinn become bound by this agreement.

Witness the signatures of the parties on the dates indicated.

Rebecca Williams 9-12-05
Rebecca Williams Date

Ralph Jordan 9-12-05
Ralph Jordan Date

Wendy Jordan 9-12-05
Wendy Jordan Date

Richard L. McMinn 9-12-05
Richard McMinn Date

State of Mississippi
County of Shelby

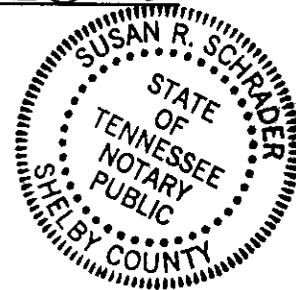
On this the 12 day of September, 2005 before me, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared the parties described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. The parties further state that they are in rightful possession of the properties described herein.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires:

AUG. 30, 2008

Susan R. Schrader
Notary Public



Grantors and Grantees:

Rebecca Williams
5252 East Williams Road
Hernando, Mississippi 38632
Home Phone Number:
Business Phone Number:

Ralph and Wendy Jordon
5181 East Williams Road
Hernando, Mississippi 38632
Home Phone Number:
Business Phone Number:

Richard McMinn
5236 East Williams Road
Hernando, Mississippi 38632
Home Phone Number:
Business Phone Number: