

EASEMENT AND JOINT DRIVEWAY AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

AGREEMENT made and entered into this the 14th day of February, 2023, by and between **DONOVAN BUILDERS, LLC**, hereinafter referred to as Owner of Parcel A and **CHRISTINA ROUSE and DERRICK ROUSE, JR.** hereinafter referred to as Owners of Parcel B.

WITNESSETH:

WHEREAS, the Owner of Parcel A is the owner of the following described property situated in Shelby County, Alabama, viz:

Lot 27, according to the Survey of Lake Wood Estates Subdivision, as recorded in Map Book 37, Page 99, in the Probate Office of Shelby County, Alabama.

Property Address: **6304 Highway 42, Calera, AL 35040**

and,

WHEREAS, the Owner of Parcel B, a deed is recorded simultaneously herewith, is the owner of the following described property situated in Shelby County, Alabama, viz:

Lot 28, according to the Survey of Lake Wood Estates Subdivision, as recorded in Map Book 37, Page 99, in the Probate Office of Shelby County, Alabama.

Property Address: **6378 Highway 42, Calera, AL 35040**

and,

WHEREAS, there is presently located on the properties of Owner of Parcel A and Owner of Parcel B, an easement (hereinafter referred to as "driveway") which services the properties of the parties hereto. A copy of the easement survey which depicts the driveway is attached hereto as **EXHIBIT "A"**; and described as follows, to-wit:

A 20' wide easement for ingress and egress across Lots 27 and 28 of Lakewood Estates Subdivision as recorded in Map Book 37, Page 99, in the Office of the Judge of Probate in Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of Lot 27 of Lakewood Estates Subdivision, as recorded in Map Book 37, Page 99; thence Southeasterly along the westerly right of way line of Shelby County Highway 42 a distance of 2.47' to the Point of Beginning; thence turn an angle of 96°44'17" to the right for a distance of 29.64' to the point of a curve to the left, having a radius of 125.00', a central angle of 18°23'52" and a chord distance of 39.97'; thence along said curve an arc distance of 40.14'; thence southwesterly, tangent to said curve a distance of 46.46' to the point of a curve to the left, having a radius of 260.00', a central angle of 09°52'57" and a chord distance of 44.79'; thence southwesterly along said curve an arc distance of 44.85' to the Point of Termination of said easement.

WHEREAS, the Owner of Parcel A has agreed to grant and convey to the Owner of Parcel B, the right to use such driveway for ingress and egress to their property; and,

WHEREAS, the Owner of Parcel B has agreed to grant and convey to the Owner of Parcel A, the right to use such driveway for ingress and egress to their property.

WHEREAS, the parties hereto believe it to be mutually beneficial to share in the expense of maintaining the common driveway now located on the above-described properties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein expressed, the parties hereto agree as follows:

1. The Owner of Parcel A hereby grants, bargains, sells and conveys to the Owner of Parcel B, the non-exclusive right of ingress and egress along the driveway now situated on the property owned by the Owner of Parcel A.
2. The Owner of Parcel B hereby grants, bargains, sells and conveys to the Owner of Parcel A, the non-exclusive right of ingress and egress along the driveway now situated on the property owned by the Owner of Parcel B.
3. The Owner of Parcel A hereby covenants and agrees to pay Fifty and 00/100 Percent (50%) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.
4. The Owner of Parcel B hereby covenants and agrees to pay Fifty and 00/100 Percent (50%) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.
5. Neither the Owner of Parcel A nor the Owner of Parcel B, will undertake any improvement or maintenance of said driveway without the consent and approval of the other parties hereto.
6. This Agreement shall run with the lands described herein and shall inure to the benefit and be binding upon the heirs, transferees, successors and assigns of the parties hereto.

{SIGNATURE PAGES TO FOLLOW}

14th IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of February, 2023.

OWNER OF PARCEL A:

DONOVAN BUILDERS, LLC

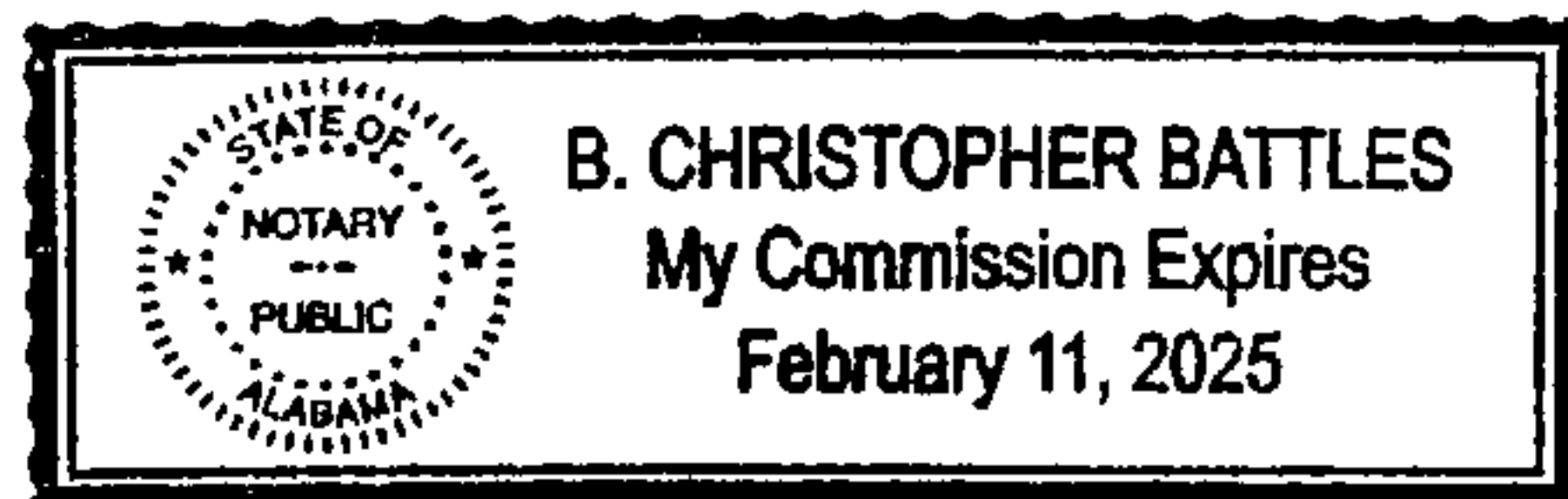

BY: Jerrica Fletcher
ITS: Authorized Agent

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jerrica Fletcher**, whose name as **Authorized Agent** of **Donovan Builders, LLC**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 14th day of February, 2023.

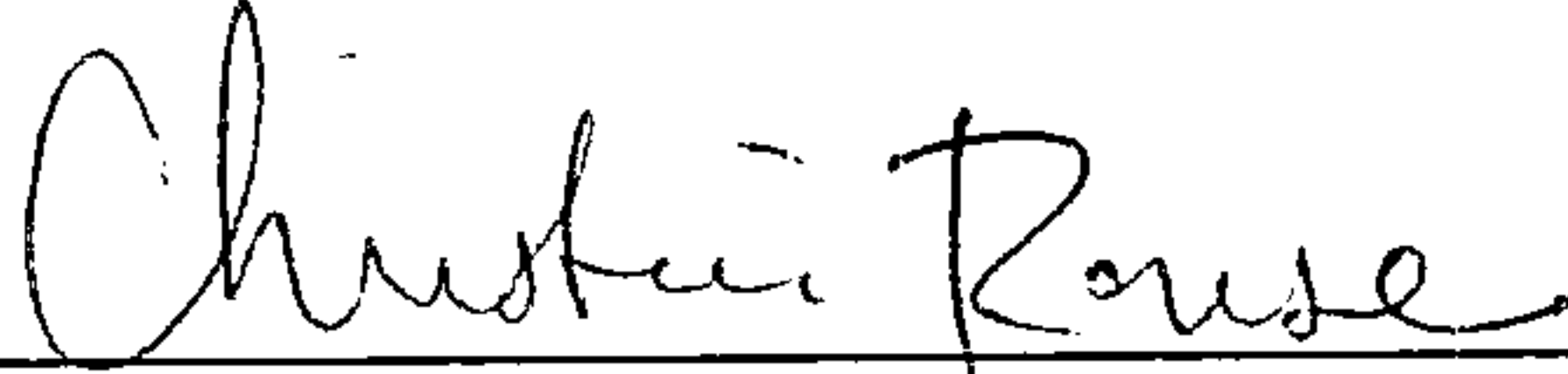





Notary Public
My Commission Expires: _____

14th IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of February, 2023.

OWNERS OF PARCEL B:


CHRISTINA ROUSE

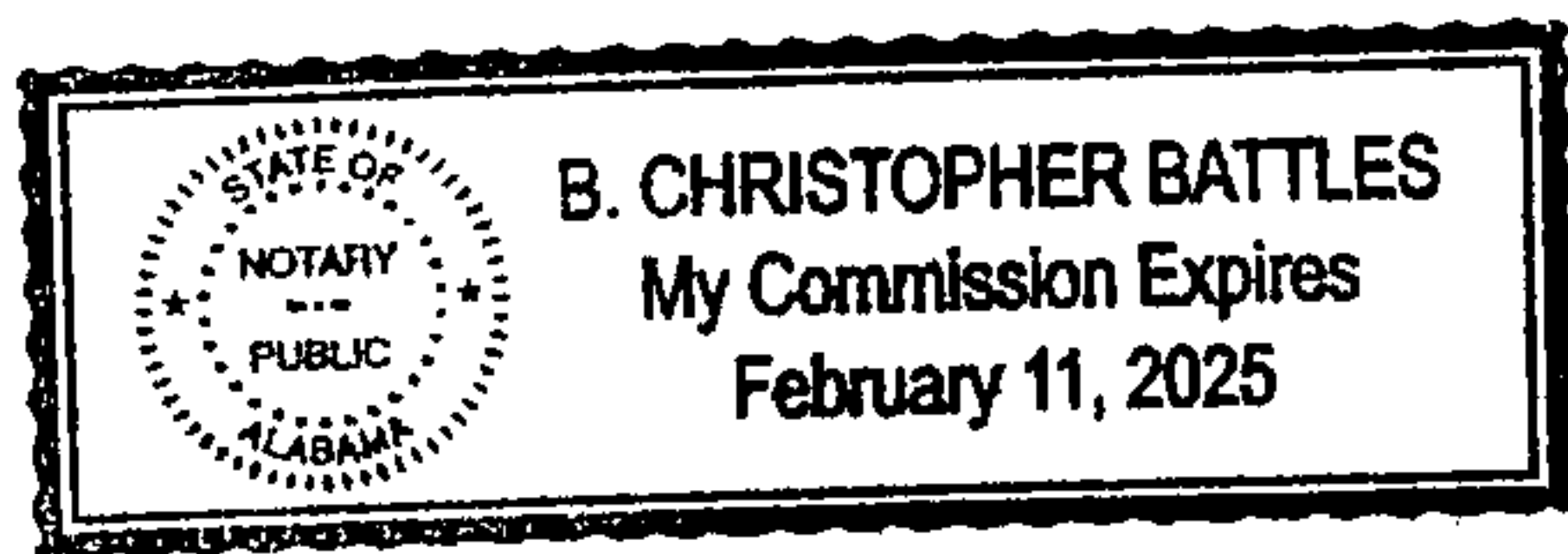

DERRICK ROUSE, JR.

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHRISTINA ROUSE and DERRICK ROUSE, JR.**, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of February, 2023.



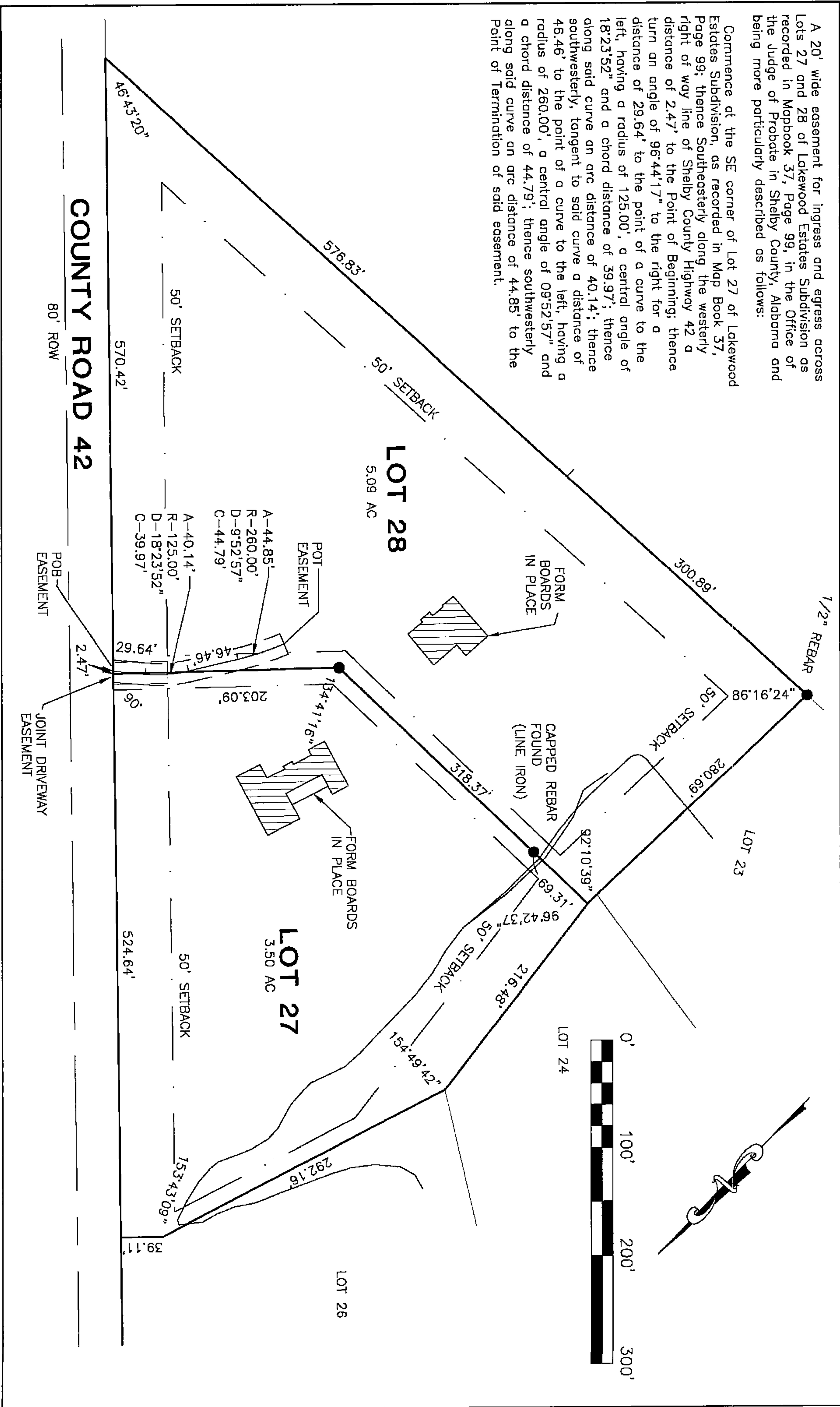


Notary Public
My Commission Expires: _____

PREPARED BY:

B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

EXHIBIT "A"



DR. JR
CR
Allie S. Bayl

