

1853

JOINT DRIVEWAY EASEMENT

THIS AGREEMENT is made on the 14th day of December, 1989, between Donnell H. Culley, Jr. and wife Martha M. Culley, in the County of Shelby, State of Alabama, herein called the "First Party", and Dewey A. White, Jr., and Lillian C. White, of the County of Shelby, State of Alabama, herein called the "Second Party".

WHEREAS, the First Party is the owner of that certain real property whose legal description is attached as Exhibit "A" of this easement, and the Second Party is the owner of that certain real property whose legal description is attached as Exhibit "B" of this easement, and which described tracts of land adjoin each other;

AND WHEREAS, the parties are desirous of creating a joint driveway easement for their common use, to consist of property owned by the First Party and property owned by the Second Party. Said easement is more particularly described as follows:

EASEMENT DESCRIPTION

The following is the centerline description for a proposed twenty (20') foot wide access easement that parallels an existing asphalt driveway ten feet on either side of the said asphalt driveway from the easterly right of way line of Shelby County Highway No. 35 to the end of the easement within Parcel No. 1 as shown on the plat, The centerline of said proposed easement being described as follows:

Commence at the northeast corner of the NE1/4 of the NW1/4 of Section 18, Township 20 south, Range 2 west, Shelby County, Alabama and run thence westerly along the north line of said quarter-quarter section a distance of 84.04' to a point on the easterly right of way line of Shelby County Highway No. 35, Thence turn a deflection angle of 62 degrees 51' 21" left and run southwesterly along said right of way line of said Highway a distance of 195.35' to the point of beginning on centerline of the easement being described, Thence turn a deflection angle of 92 degrees 30' left and run southeasterly along centerline of existing asphalt driveway a distance of 72.16' to the P.C. of a curve to the left having a central angle of 16 degrees 40 and a

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Thompson & Reed

radius of 170.67', Thence continue along the arc of said curve an arc distance of 49.65' to the P.T. of said curve, Thence continue along the tangent of last curve a tangent distance of 10.0' to the P.C. of a curve to the right having a central angle of 10 degrees 37' and a radius of 268.00', Thence continue along the arc of said curve an arc distance of 49.67' to the P.T. of said curve, Thence continue along the tangent of last curve a tangent distance of 77.82' to the P.C. of a curve to the right having a central angle of 12 degrees 38' and a radius of 225.84', Thence continue along the arc of said curve an arc distance of 49.80' to the P.T. of said curve, Thence continue along the tangent of last curve a tangent distance of 14.21' to the P.C. of a curve to the left having a central angle of 38 degrees 15' and a radius of 174.13', Thence continue along the arc of said curve an arc distance of 116.25' to the P.T. of said curve, Thence continue along the tangent of last curve a tangent distance of 253.11' to the P.C. of a curve to the right having a central angle of 77 degrees 30' and a radius of 40.0', Thence continue along the arc of said curve an arc distance of 54.10' to the P.T. of said curve, Thence continue along the tangent of last curve a tangent distance of 50.0' to the P.C. of a curve to the left having central angle of 36 degrees 20' and a radius of 150.0, Thence continue along the arc of said curve an arc distance of 95.12' to the P.T. of said curve and the end of easement.

NOW THEREFORE, the parties hereto agree that the easement hereinabove described shall be and forever remain a joint driveway easement for the use of said parties, their heirs and assigns, for ingress and egress, for private vehicles only, to and from any home or garage now or hereafter erected.

The easement, rights and privileges herein granted shall be perpetual. The parties, their heirs and assigns, further covenant that they will not convey any other easements which conflict with the rights within the area covered by this grant. The parties and their heirs or assigns, shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed and both parties shall equally be financially responsible for the up keep, repair and maintenance of said ingress and egress, including but not limited to clearing and grading of said easement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FIRST PARTY:

Donnell H. Culley Jr

Martha M. Culley

SECOND PARTY:

Lilian C. White

Dewey A. White, Jr

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public, in and for said county, in said State, hereby certify that Donnell H. Culley, Jr. and Martha M. Culley, whose names are signed to the foregoing Joint Driveway Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this Joint Driveway Easement, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, 1989.

Charlotte Kay Luns
NOTARY PUBLIC

My Commission Expires: _____
My Commission Expires April 7, 1992

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public, in and for said county, in said State, hereby certify that Lilian C. White and Dewey A. White, Jr., whose names are signed to the foregoing Joint Driveway Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this Joint Driveway Easement, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, 1989.

Charlotte Kay Luns
NOTARY PUBLIC

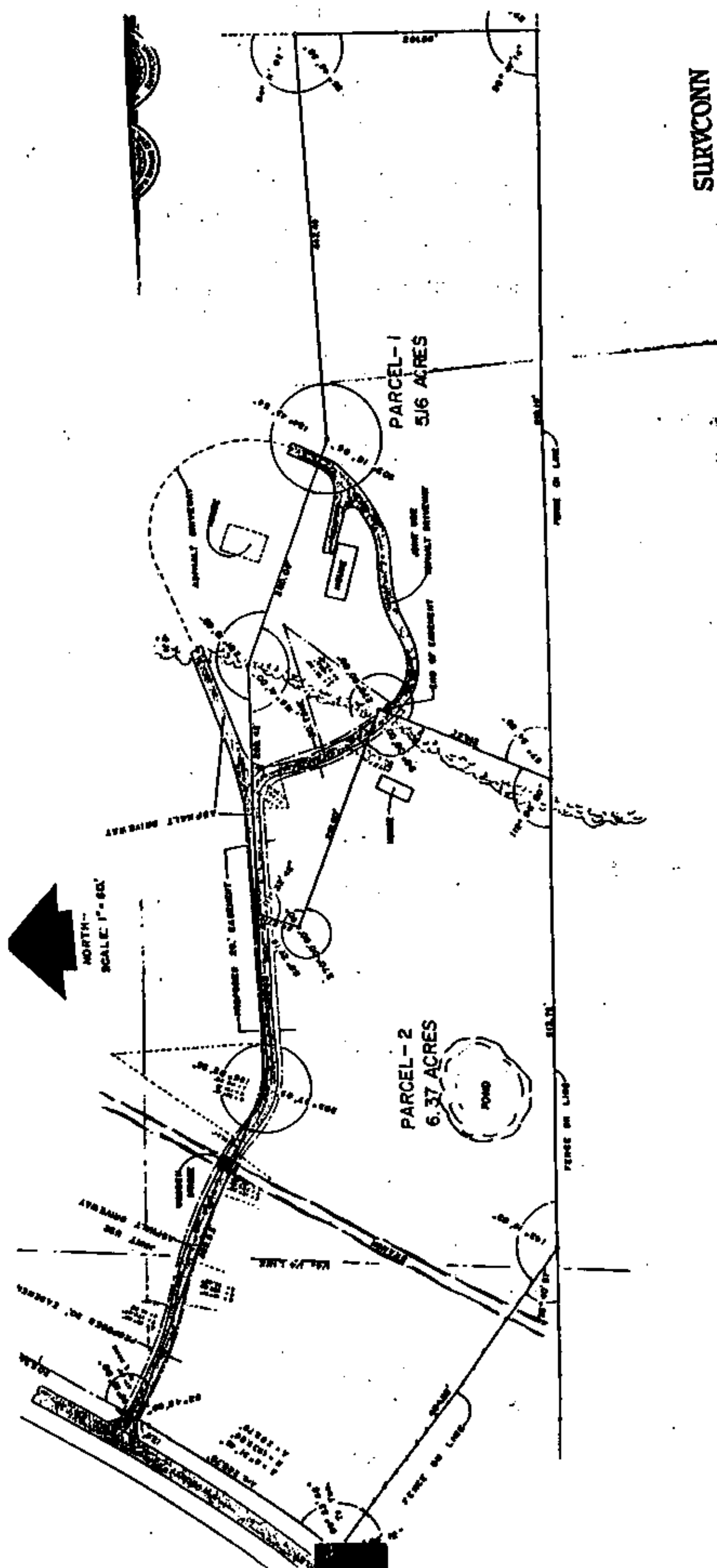
My Commission Expires: _____
My Commission Expires April 7, 1992

EXHIBIT "A"

A tract of land in the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the North $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, lying East of County Road No. 35 included in the area more particularly described as follows: Begin at the Northeast Corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in said Section 18; thence West along the North line thereof a distance of 84.04 feet to a point on the East Right of Way line of County Road No. 35; thence an angle left of 62 degrees, 51 minutes, 21 seconds left and run Southwesterly along said Right of Way a distance of 202.36 feet; thence 93 degrees, 45 minutes left and run Southeast 389.93 feet; thence 23 degrees, 57 minutes, 05 seconds left and run East 456.85 feet; thence 21 degrees, 19 minutes, right and run Southeast 260.08 feet; thence 25 degrees, 16 minutes, 06 seconds left and run Northeast 447.79 feet to the East line of North $\frac{1}{4}$; thence 85 degrees, 48 minutes, 58 seconds left and run North 385.62 feet to the Northeast Corner; thence 89 degrees, 40 minutes, 30 seconds left and run West 1325.64 feet to the Point of Beginning.

EXHIBIT "B"

A tract of land in the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the North $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, lying East of County Road No. 35 more particularly described as follows: Commence at the Northeast Corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in said Section 18; thence west along the North line thereof a distance of 84.04 feet to a Point on the East Right of Way line of County Road No. 35; thence an angle left of 62 degrees, 51 minutes, 21 seconds left and run Southwesterly along said Right of Way a distance of 202.36 feet to the Point of Beginning; thence continue on last described course a distance of 13 feet to the beginning of a curve to the right, said curve having a radius of 1939.86 feet and a central angle of 8 degrees, 31 minutes, 46 seconds; thence run in a Southwesterly direction along the arc of said curve a distance of 288.78 feet; thence an angle left of 90 degrees, 06 minutes, 12 seconds from tangent of curve; thence run Southeasterly a distance of 404.80 feet to the Southwest Corner of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18; thence an angle left of 36 degrees, 40 minutes, 57 seconds and run East along the South line thereof a distance of 1332.94 feet to the Southeast Corner of said North $\frac{1}{4}$; thence an angle left of 89 degrees, 12 minutes, 46 seconds and run North along the East line of said North $\frac{1}{4}$ a distance of 261.88 feet; thence an angle left of 94 degrees, 11 minutes, 02 seconds and run Southwest a distance of 447.79 feet; thence 25 degrees, 16 minutes, 06 seconds Right and run Northwest 260.08 feet; thence 21 degrees, 19 minutes left and run west 456.85 feet; thence 23 degrees, 57 minutes, 05 seconds Right and run Northwest 389.93 feet to the Point of Beginning.



AGREEMENT BY MORTGAGEE CENTRAL BANK OF THE SOUTH

This agreement is to be attached to and incorporated into and with that certain easement dated December 14, 1989 between Donnell H. Culley, Jr. and wife Martha M. Culley; and Lillian C. White and husband Dewey A. White, Jr.

WHEREAS Central Bank of the South currently is a Mortgagee on that certain property described as Exhibit A, and

WHEREAS it is necessary for the Mortgagee to also agree to the joint driveway easement for the use and benefit of the "First" and "Second" parties;

IT IS HEREBY AGREED that Central Bank of the South consents to the easement for the use of the "First" and the "Second" Party according to the terms of this easement agreement.

CENTRAL BANK OF THE SOUTH

BY: *M. Michael*

VICE PRESIDENT

Sworn to and subscribed before me this the 28th day of December, 1989.

Maryrose Howell
NOTARY PUBLIC
MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES SEPTEMBER 20, 1992

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 DEC 28 PM 2:48

Thomas W. Snowden, Jr.
JUDGE OF PROBATE

1. Doc. Tax	\$ 1.50
2.	\$ 17.50
3.	\$ 3.00
4.	\$ 1.00
5.	\$ 22.00
6.	
7.	
8.	
9.	
10.	
Total	\$ 43.00

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