

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

JOINT DRIVEWAY AGREEMENT

This agreement made this 1 day of March, 1992, by and between Gilbert R. Whitworth & Wife, Barbara H. Whitworth, (hereinafter referred to as parties of the first part), and Catherine Frosina, A Married Woman, (hereinafter referred to as party of the second part), WITNESSETH:

WHEREAS, the parties of the first part owns and has title to the following described real estate, located in Shelby County, State of Alabama to-wit:

A parcel of land situated in the NE 1/4 of the SW 1/4 of Section 31, Township 18 South, Range 1 East, described as follows:
Commence at the NW corner of said 1/4 1/4 Section and go South 00 deg. 02 min. 41 sec. West along the West boundary of said 1/4 1/4 Section for 469.71 feet to the point of beginning; thence continue along previous course for 475.00 feet; thence South 54 deg. 11 min. 37 sec. East for 671.47 feet to the Northerly boundary of Shelby County Highway No. 43; thence North 40 deg. 51 min. 00 sec. East along said Northerly boundary for 209.84 feet; thence North 43 deg 51 min 37 sec. West for 983.46 feet to the point of beginning; being situated in Shelby County, Alabama.

and

WHEREAS, the party of the second part owns and has title to the following described real estate, located in Shelby County, State of Alabama, to-wit:

A parcel of land situated in the NE 1/4 of the SW 1/4 of Section 31, Township 18 South, Range 1 East, described as follows:
Commence at the NW corner of said 1/4 1/4 Section and go South 00 deg. 41 min. West along the West boundary of said 1/4 1/4 Section for 153.03 feet to the point of beginning; thence continue along previous course for 316.68 feet; thence South 43 deg. 51 min. 37 sec. East for 983.46 feet to the Northerly boundary of Shelby County Highway No. 43; thence North 40 deg. 51 min. 00 sec. East along said Northerly boundary for 209.84 feet; thence North 43 deg. 20 min. 52 sec. West for 1192.33 feet to the point of beginning; being situated in Shelby County, Alabama.

and

WHEREAS, the above described properties are adjoining to each other so that the Northeasterly line of the property of party of the second part is the Southwesterly line of the property of parties of the first part and

WHEREAS, there is now located a driveway partially on property of parties of the first part and partially on property of the party of the second part, said driveway at this time serves both parties property. The location of the aforementioned driveway is as shown on Plot plan of Amos Cory, dated October 8, 1991, a copy of which is attached to and made a part of this agreement as Exhibit "A" and

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WHEREAS, the parties hereto in consideration of the sum of One Dollar (\$1.00) in hand paid each to the other grant each other an easement or right of way along said existing driveway to establish a driveway of mutual use and benefit of said parties; and now therefore in consideration of the premises and of the sum of One Dollar (\$1.00), paid by each of the said parties to each other, receipt of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows

FIRST: The parties of the first part hereby agree, bargain and sells and conveys unto the party of the second part, her heirs or assigns, an easement along said existing driveway fifteen (15') feet in width as shown on the attached copy of Amos Cory's plot plan (See Exhibit "A") for use as a joint drive, it being the intent of the grantor to grant such easement to the full length and extent of said driveway as now used for ingress and egress to said adjoining parcels.

SECOND: The party of the second part hereby agree, bargain, sell and convey unto the parties of the first part their heirs or assigns, an easement along the said existing driveway fifteen (15') feet in width as shown on the aforementioned plot plan of Amos Cory (See Exhibit "A"), it being the intent of the grantors to grant such easement to the full length and extent of said driveway as now used for ingress and egress to said property.

THIRD: It is understood and agreed by and between the parties hereto, that the parties of the first part will and does hereby assume and agree to pay one-half and the party of the second part will and do hereby assume and agree to pay one-half of the cost of maintaining the present driveway for its entire length over the respective easements herein granted.

FOURTH: It is mutually understood and agreed that said driveway shall not be used at any time for the parking of any vehicles of any nature whatsoever, but that the same shall remain open and clear at all time during the entire length and width thereof for vehicular and pedestrian travel.

FIFTH: The parties hereto do hereby covenant for themselves and their heirs and assigns forever that these are easements running with the lands described herein, and do hereby execute this agreement in duplicate, with each copy thereof to be considered and original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

PARTIES OF THE FIRST PART

Gilbert R. Whitworth
Gilbert R. Whitworth

Barbara H. Whitworth
Barbara H. Whitworth

PARTY OF THE SECOND PART

Catherine Frosina
Catherine Frosina



Carl T. Frosina, M.D.
Diplomate

INTERNAL MEDICINE
GASTROENTEROLOGY

2806 HOSPITAL DR.
PELL CITY, AL 35125

TEL. (205) 884-1550
FAX (205) 884-2125

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We, the under signed:

Robert R. Whitworth

Barbara H. Whitworth

and

Carl T. Frosina

Catherine M. Frosina

hereby agree to assume equal cost for the surfacing of the common road which adjoins our properties and residence as described above. We also agree to assume individual full burden and responsibilities for any damages incurred to said road and to individual subterranean utilities as a result of any subterranean or eventual damages as a result of repair to same. However, should repair of those utilities include a liability to the surface of the road, we hereby agree to repair the surface of that road at a cost which will not exceed 2/3 of the total for the responsible party and 1/3 for the other party.

We agree also to share equally in the regular and agreed to maintenance of the said surface and common road.

This day: 4, 25, 97.

Robert R. Whitworth

Barbara H. Whitworth

and

Catherine M. Frosina

Carl T. Frosina

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