

STATE OF ALABAMA)

COUNTY OF SHELBY)

20160902000320520 1/2 \$18.50
Shelby Cnty Judge of Probate, AL
09/02/2016 01:25:11 PM FILED/CERT

JOINT DRIVEWAY AND INGRESS/EGRESS EASEMENT

500⁰⁰

This Agreement, made and entered into this the 11th day of August, 2016, by and between SUNNY R. CLOWDUS, a single woman (hereinafter referred to as "CLOWDUS") and JAY CARTER and wife, TRACEY CARTER (hereinafter referred to as "CARTER").

WITNESSETH:

WHEREAS, **CLOWDUS** is currently the owner of Lots 4 and 5, according to the Survey of Stone Briar, as recorded in Map Book 38, Page 108, in the Probate Office of Shelby County, Alabama (hereinafter referred to as "Lots 4 and 5), and

WHEREAS, **CARTER** is purchasing Lot 4, according to the Survey of Stone Briar, as recorded in Map Book 38, Page 108, in the Probate Office of Shelby County, Alabama (hereinafter referred to as "Lot 4"), and

WHEREAS, on the recorded plat of Stone Briar as recorded in Map Book 38, Page 108, in the Probate Office of Shelby County, Alabama, there exists a 30 foot wide private ingress/egress easement to be used as a joint driveway and ingress/egress easement for access to both Lots 4 and 5.

NOW, THEREFORE, **SUNNY R. CLOWDUS, a single woman and JAY CARTER and wife, TRACEY CARTER**, for themselves their heirs, personal representatives, successors and assigns, do hereby grant, bargain, sell and convey to one another an exclusive 30 foot wide private ingress/egress easement for ingress/egress and utilities on, over, under, above and across to be used as a joint driveway and easement for ingress/egress and utilities as shown on the recorded plat of Lots 4 and 5 of Stone Briar, as recorded in Map Book 38, Page 108, in the Probate Office of Shelby County, Alabama

WHEREFORE, **CLOWDUS** and **CARTER**, their successors and assigns, shall be jointly responsible for the maintenance of such portion of said joint driveway constructed on or upon said ingress/egress easement that shall be used in common by both owners of Lots 4 and 5 and shall maintain separately any portion of such driveway(s) that are not shared and used by both owners to serve their respective Lot. In the event that such driveway is damaged by either owner or their respective contractors or delivery persons, the owner of such lot who caused or whose contractors or delivery persons caused such damage shall be responsible for the repair or replacement of such damaged sections of the joint driveway.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

Shelby County, AL 09/02/2016
State of Alabama
Deed Tax: \$.50

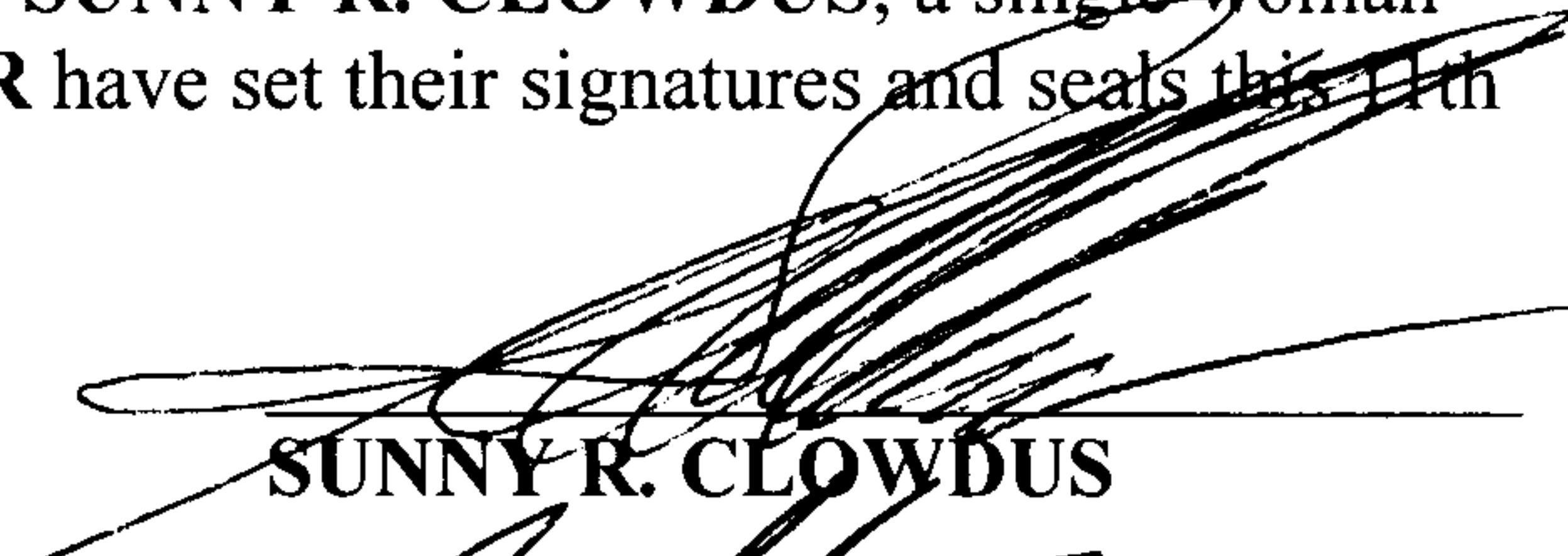
CLAYTON J. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the undersigned, **SUNNY R. CLOWDUS**, a single woman and **JAY CARTER and wife, TRACEY CARTER** have set their signatures and seals this 11th day of August, 2016.

Witness

Witness

Witness



SUNNY R. CLOWDUS



JAY CARTER

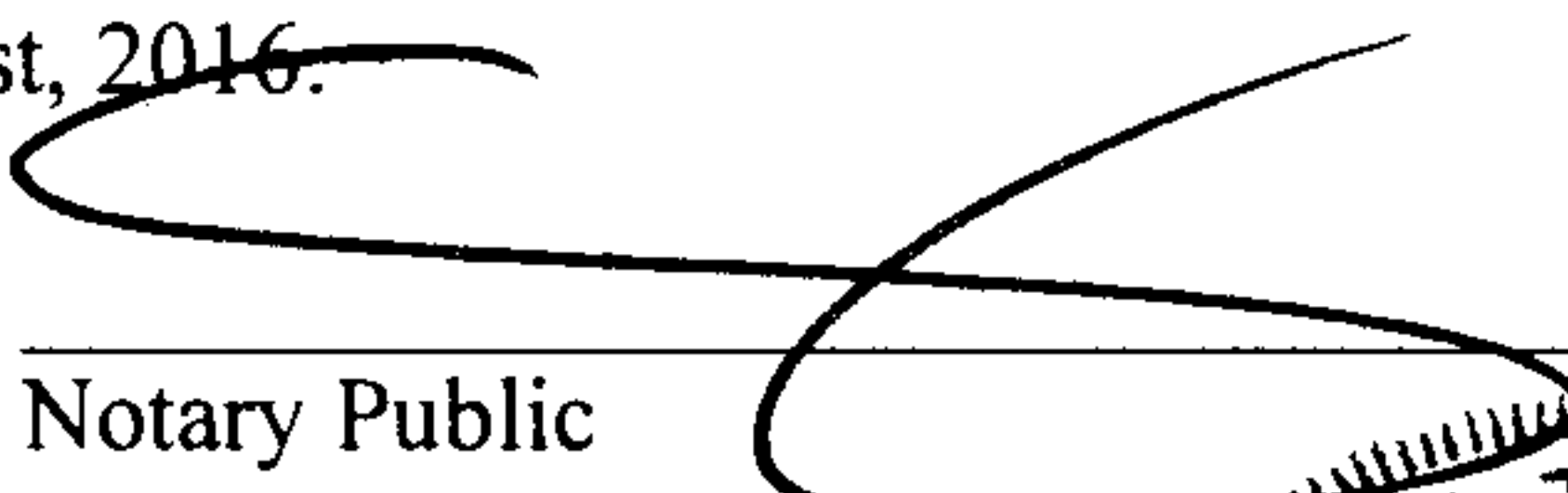


TRACEY CARTER

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, a Notary Public in and for said County in said State, hereby certify that Sunny R. Clowdus, whose name 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 the instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of August, 2016.



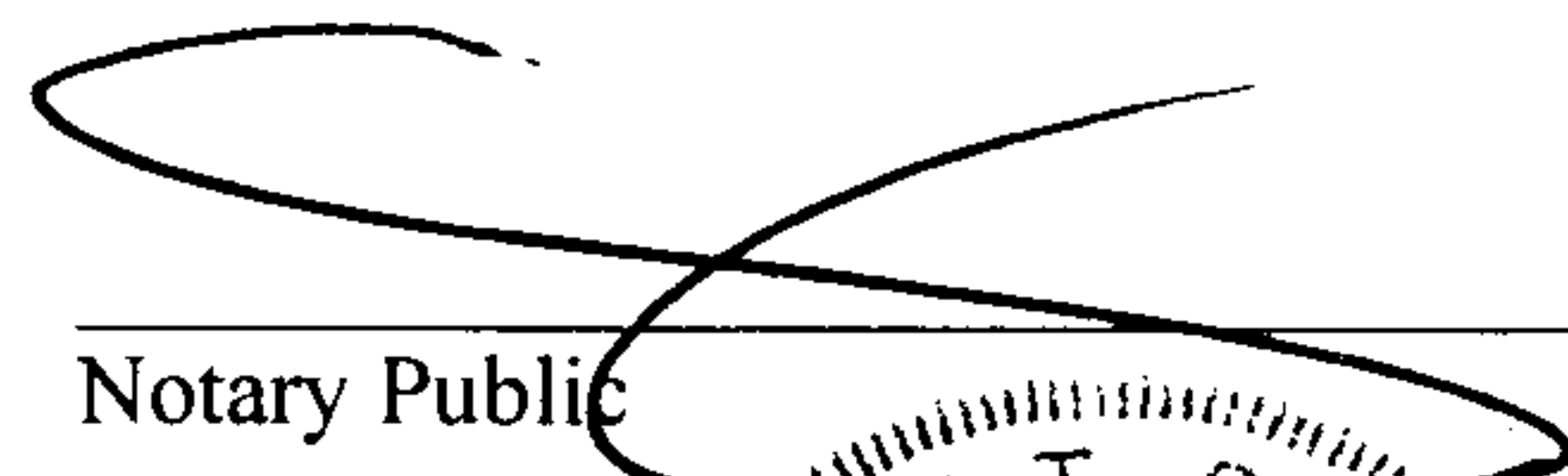
Notary Public

My commission expires: 6-2-2019

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, a Notary Public in and for said County in said State, hereby certify that Jay Carter and wife, Tracey Carter, whose name 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 the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of August, 2016.



Notary Public

My commission expires: 6-2-2019

This instrument prepared by:
Clayton T. Sweeney
Attorney at Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

