

JOINT DRIVEWAY AGREEMENT

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AGREEMENT 1/6

STATE OF ALABAMA

COUNTY OF SHELBY

AGREEMENT made and entered into this the 24th day of May, 2018, by and between Robert E. Mahaffey, hereinafter referred to as Owner of Parcel A; Gail Bowen Harrison, hereinafter referred to as Owner of Parcel B; and Gerald Dwayne Riffe, hereinafter referred to as Owners of Parcels C, D, and E.

Gerald D. Riffe is one and the same person as Dwayne Riffe and Gerald Dwayne Riffe.

WITNESSETH:

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

Begin at the Southwest corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 4, Township 22, Range 3 West, said point being the point of beginning; thence run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 165 feet to a point; thence run North, parallel with the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 528 feet to a point; thence run West, parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 165 feet to the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 528 feet to the point of beginning.

There is also conveyed a 12-foot easement for ingress and egress, the center line of which is described as follows:

Begin at the Southeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 22, Range 3 West; run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 522 feet to a point; said point being the point of beginning of the centerline herein described; thence run West, parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 159 feet to a point; thence run North, parallel to the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 798 feet, more or less, to the point of intersection with the South line of Shelby County Highway No. 22; said point being the point of ending of said easement.

Property Address: 213 Caroline Drive, Montevallo, AL 35115
Parcel No.: 27-2-04-0-003-007.002

and,

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

Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 22, Range 3 West; Thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 528 feet to a point; said point being the Point of Beginning of the property herein conveyed; Thence run West a distance of 165 feet to a point; Thence run North parallel with the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 200 feet to a point; Thence run East parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 165 feet to a point; Thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 200 feet to the Point of Beginning; said property lying in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 22, Range 3 West, Shelby County, Alabama.

Property Address: 149 Caroline Drive, Montevallo, AL 35115
Parcel No.: 27-2-04-0-003-007.004

and,

WHEREAS, the Owner of Parcels C, D and E is the owner of the following described properties situated in Shelby County, Alabama, viz:

PARCELS C and D

Begin at the SE corner of the NW 1/4 of the SW 1/4 of §4, Twp 22S, R3W; thence run W along the S line of said 1/4 1/4 § 165 feet; thence run N, parallel to the E line of said 1/4 1/4 § 528 feet; thence run E, parallel to the S line of said 1/4 1/4 § 165 feet to a point on the E line of said 1/4 1/4 §; thence run S along the E line of said 1/4 1/4 § 528 feet to the point of beginning.

Conveyed herewith is a 12 foot easement for ingress and egress, the center line of which is described as follows:

Commence at the SE corner of said 1/4 1/4 §; thence run N along the E line of said 1/4 1/4 § 528 feet; thence run W, parallel to the S line of said 1/4 1/4 § 159 feet to a point, being the point of beginning of the center line description. Thence run N, parallel to the E line of said 1/4 1/4 § 798 feet to the S right of way of Shelby County Highway 22, being the point of ending of said easement.

Property Addresses: 152 and 156 Caroline Drive, Montevallo, AL 35115
Parcel No.: 27-2-04-0-003-007.001

PARCEL E

Commence at the Southwest corner of the NE 1/4 of SW 1/4, Section 4, Township 22, Range 3 West; run East along the South line of said 1/4-1/4 section a distance of 165 feet to a point; said point being the point of beginning of the property herein conveyed; thence continue East along the South line of said 1/4-1/4 section a distance of 495 feet to a point; thence run North, parallel with the West line of said 1/4-1/4 section a distance of 528 feet; thence run West, parallel with the South line of said 1/4-1/4 section a distance of 495 feet to a point; thence run South, parallel to the West line of said 1/4-1/4 section a distance of 528 feet to the point of beginning.

ALSO, a 12 foot easement for ingress and egress, the centerline of which is described as follows:

Commence at the Southwest corner of the NE 1/4 of SW 1/4 of Section 4, Township 22, Range 3 West; run thence East along the South line of said 1/4-1/4 section a distance of 165 feet to a point; thence run North parallel to the West line of said 1/4-1/4 section a distance of 522 feet to a point; said point being the point of beginning of the centerline of said easement; thence run West, parallel to the South line of said 1/4-1/4 section a distance of 165 feet to a point on the West line of said 1/4-1/4 section; thence continue West, parallel to the South line of the NW 1/4 of SW 1/4 of said Section 4 a distance of 159 feet to a point; thence run North, parallel to the East line of said NE 1/4 of SW 1/4 of Section 4, a distance of 798 feet, more or less to the point of intersection with the South right of way line of Shelby County Hwy. No. 22, said point being the point of ending of said easement.

Property Address: 228 Caroline Drive, Montevallo, AL 35115 also known as 128 Caroline Drive, Montevallo, AL 25115

Parcel No.: 27-2-04-0-003-007.003

WHEREAS, there is presently located on the properties of Owner of Parcel A, Owner of Parcel B and the Owner of Parcels C, D, and E, a driveway which services the properties of the parties hereto; and,

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

WHEREAS, the Owner of Parcels C, D, and E has agreed to grant and convey to the Owner of Parcel A and the Owner of Parcel B, 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 and the Owner of Parcels C, D, and E, 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 and the Owner of Parcels C, D, and E, 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 Parcels C, D, and E, hereby grants, bargains, sells and conveys to the Owner of Parcel A and Owner of Parcel B, the non-exclusive right of ingress and egress along the driveway now situated on the properties owned by the Owner of Parcels C, D, and E.
4. The Owner of Parcel A hereby covenants and agrees to pay one-fifth (or 20%) of all expenses incurred in connection with the maintenance of the driveway now located on the above described properties.
5. The Owner of Parcel B hereby covenants and agrees to pay one-fifth (or 20%) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.
6. The Owner of Parcels C, D, and E, hereby covenant and agree to pay three-fifths (or 60%) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.
7. Neither the Owner of Parcel A, Owner of Parcel B nor the Owner of Parcels C, D, and E, will undertake any improvement or maintenance of said driveway without the consent and approval of the other parties hereto.
8. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th day of May, 2018.

{SIGNATURE PAGES TO FOLLOW}

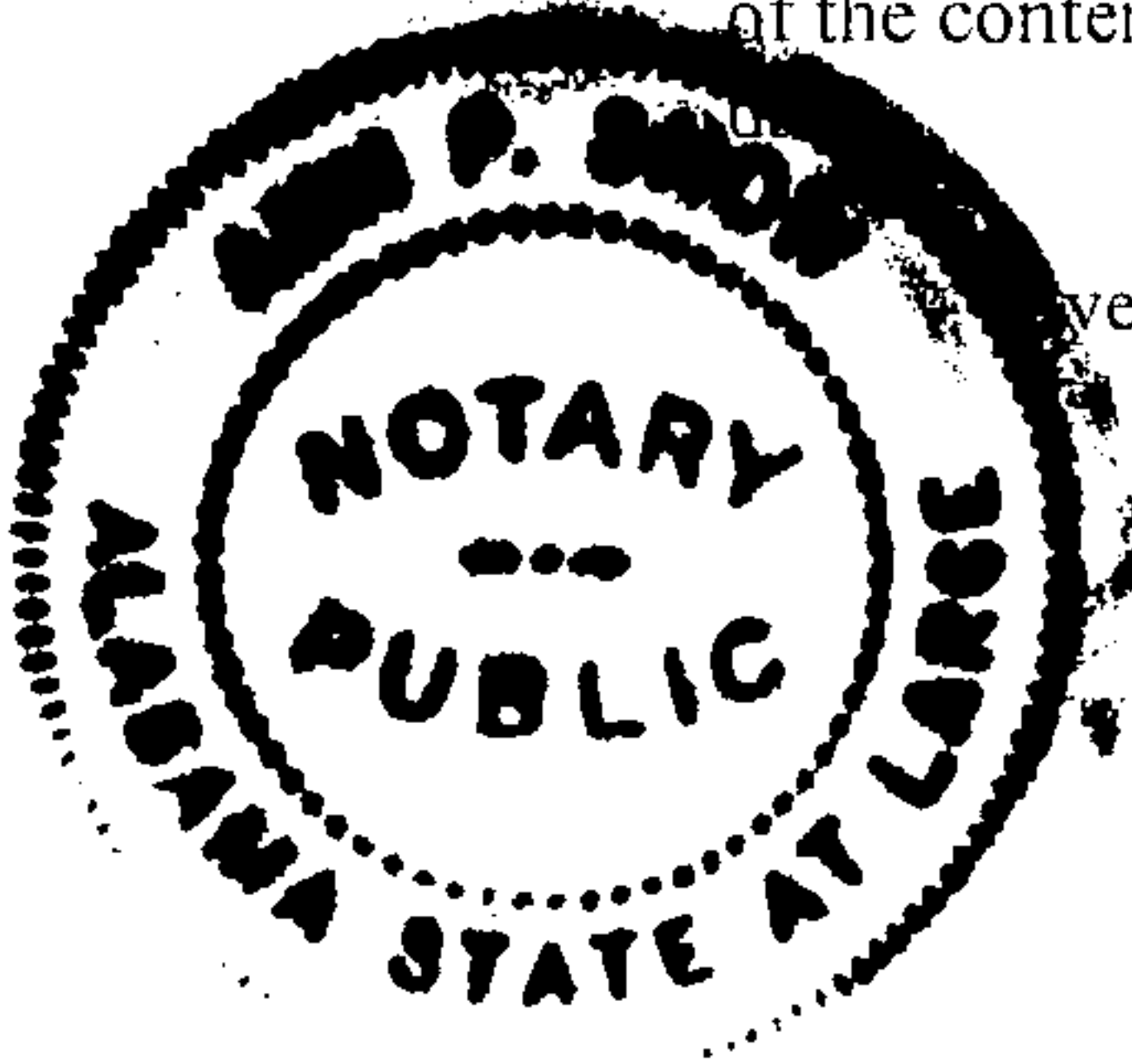
Robert E. Mahaffey by
Robert E. Mahaffey Quita M. McCroskey POA

STATE OF ALABAMA
COUNTY OF Shelby

I, Ann P. Anaw, a Notary Public in and for said County,
in said State, hereby certify that **Robert E. Mahaffey**, whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this day that, being informed
of the contents of this conveyance, he/she executed the same voluntarily on the day the same bears

*Mahaffey

Given under my hand and official seal this 24th day of May, 2018.



Ann P. Anaw
Notary Public

My Commission Expires: Aug 13, 2021

{SIGNATURE PAGES TO FOLLOW}

OWNER OF PARCEL B:

Gail Bowen Harrison
Gail Bowen Harrison

STATE OF ALABAMA
COUNTY OF Shelby

I, Ann P. Snow, a Notary Public in and for said County,
in said State, hereby certify that **Gail Bowen Harrison** whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this day that, being informed
of the contents of this conveyance, he/she executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this 24th day of May, 2018.

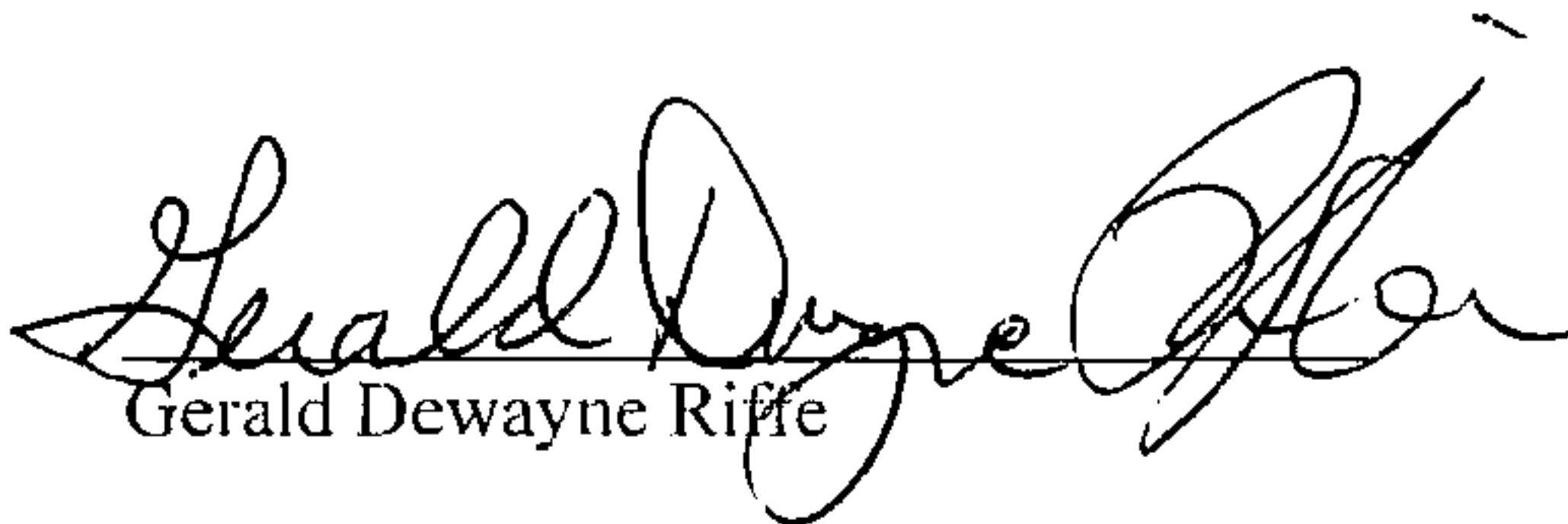


Ann P. Snow
Notary Public

My Commission Expires: Aug 13, 2021

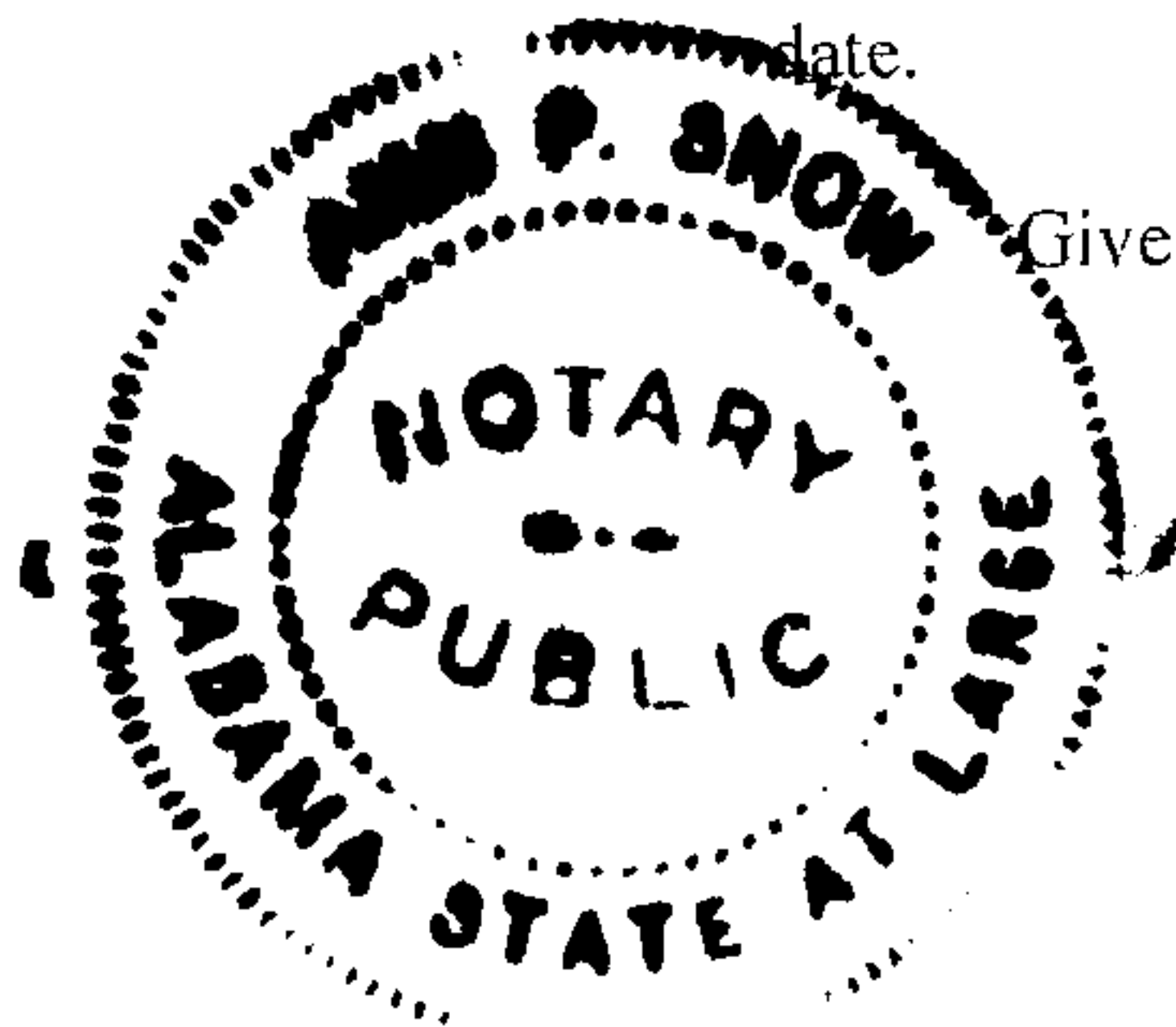
{SIGNATURE PAGE TO FOLLOW}

OWNER OF PARCELS C, D and E:

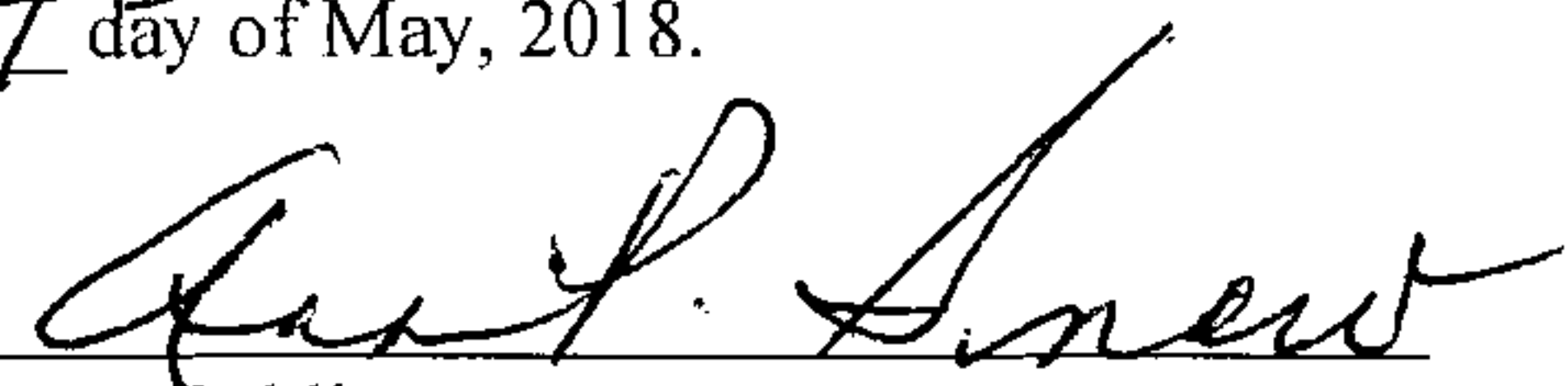

Gerald Dwayne Riffe

STATE OF ALABAMA
COUNTY OF Shelby

I, Ann P. Snow, a Notary Public in and for said County,
in said State, hereby certify that **Gerald Dwayne Riffe**, whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this day that, being informed
of the contents of this conveyance, he/she executed the same voluntarily on the day the same bears
date.



Given under my hand and official seal this 27th day of May, 2018.


Notary Public
My Commission Expires: Aug 13, 2021

PREPARED BY:
The Law Office of B. Christopher Battles, LLC
3150 Highway 52 W
Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/01/2018 01:24:15 PM
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