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THIS INSTRUMENT PREPARED BY:
Robert McNearney
who makes no representation as to
status of title or to matters which would
be disclosed by a current survey. Post
2870 Old Rocky Ridge Road , Ste 160
Birmingham, AL 35243

STATE OF ALABAMA § NON-EXCLUSIVE EASEMENT AND
 § JOINT MAINTENANCE AGREEMENT
SHELBY COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

This Non-Exclusive Easement and Joint Maintenance Agreement ("Agreement") made this 29th day of March, 2019, covers that certain joint use private drive ("Driveway") which Driveway is located off Greenfern Drive in Shelby County, Alabama, and is further described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS

WHEREAS, Larry Robert Cost and Jeannie Carter Cost, husband and wife, (collectively, "Party of the First Part") are the owners of that certain real property located in Shelby County, Alabama, being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Party of the First Part's Parcel"); and

WHEREAS, Phillip R. Jowers and Amy D. Jowers, husband and wife (collectively "Party of the Second Part"), are the owners of that certain real property located in Shelby County, Alabama, being more particularly described in Exhibit "C" attached hereto and incorporated herein by reference ("Party of the Second Part's Parcel") (the Party of the First Part and the Party of the Second Part, each an "Owner" and collectively, the "Owners"); and

WHEREAS, the Party of the First Part desires to grant to Party of the Second Part, and Party of the Second Part desires to grant to Party of the First Part, an easement over and across the portion of the Driveway located on the parties' respective property for the mutual benefit of the parties, pursuant to the terms of this Agreement.

*Consideration amount of \$500.00

NOW THEREFORE, the Party of the First Part, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto Party of the Second Part, their heirs and assigns, a non-exclusive easement for ingress and egress over and across the portion of the Driveway located on the Party of the First Part's Parcel described in Exhibit "B", and;

NOW THEREFORE, the Party of the Second Part, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto Party of the First Part, their heirs and assigns, a non-exclusive easement for ingress and egress over and across the portion of the Driveway located on the Party of the Second Part's Parcel described in Exhibit "C"; subject to the terms and conditions of this Agreement which are as follows:

1. Use of Driveway. The Driveway shall be used for ingress to and egress from the Party of the First Part's Parcel and the Party of the Second Part's Parcel, over and across said Driveway. The Owners shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owners. Normal ingress and egress shall include use by family, guests, invitees, tradesmen, and others bound to or returning from either of the parcels described herein.

2. Limitation of Scope of Agreement. This Agreement provides for the general maintenance and repair of only that portion of the Driveway jointly used by the parties as described in Exhibit "A". The remainder of the Driveway shall be solely the responsibility of the respective parties.

3. Road Maintenance. Road maintenance and road improvements of the Driveway shall include, but not be limited to, grading, dust control, filling in and repairing pot holes, removal of fallen trees and other debris, resurfacing, shoulder and drainage maintenance and repair. Said maintenance will be undertaken and made whenever necessary to maintain the Driveway in good operating condition at all times and to insure the provision of safe access by emergency vehicles. The Owners agree to equally share the costs of any such maintenance and improvements, allocated at 50% to the Party of the First Part's Parcel and 50% to the Party of the Second Part's Parcel.

The Owners shall strive to mutually agree on bids for any road maintenance or improvement contracts, but if no agreement can be reached, either of the Owners may proceed with the maintenance or improvement contracts and shall be entitled to seek reimbursement from the other Owner.

The Owners shall be responsible for their own respective negligent and willful acts and the acts of the Owners' respective agents and guests. Each Owner shall be obligated to repair and

pay for any damage to the Driveway which is caused by or arises out of any such negligent or willful acts within forty-five (45) days.

In the event that the Driveway is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular parcel or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular parcel, then the Owner of the parcel benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Driveway at that Owner's expense and shall hold the Owners of the other parcel harmless from any liability in connection with such damage or repairs.

4. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Driveway which may impede ingress or egress to the public right of way.

5. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Driveway remains private.

6. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, successors, executors, administrators and assigns.

7. Notices. The Owners under this Agreement shall be notified by mail or in person. If an address of an Owner is not known, a certified notice will be mailed to the address to which the Owner's property tax bills are sent.

8. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition should be valid and enforceable and extent permitted by law.

TO HAVE AND TO HOLD said easement to the Party of the First Part and the Party of the Second Part, their heirs and assigns, forever.

IN WITNESS WHEREOF, these presents have been executed this 24th day of March, 2019.

PARTY OF THE FIRST PART:

Larry Robert Cost
Larry Robert Cost

Jeannie Carter Cost
Jeannie Carter Cost

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a Notary Public in and for said County and State, hereby certify that Larry Robert Cost and Jeannie Carter Cost, 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 the conveyance, they did execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of March 2019.



Cassy L. Dailey
Notary Public:

PARTY OF THE SECOND PART:


Phillip R. Jowers


Amy D. Jowers

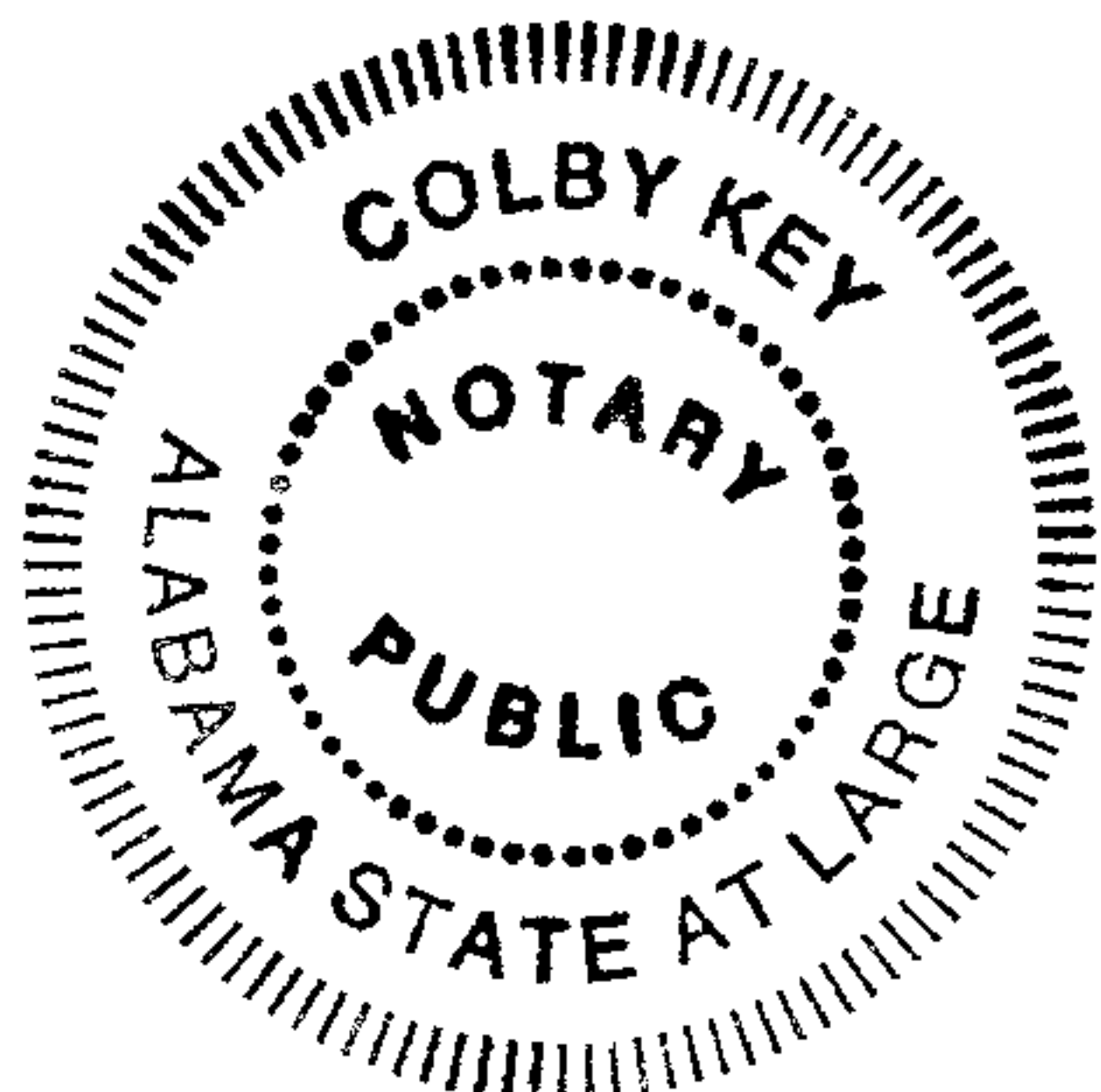
STATE OF ALABAMA

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SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Phillip R. Jowers and Amy D. Jowers, 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 the conveyance, they did execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of March, 2019.



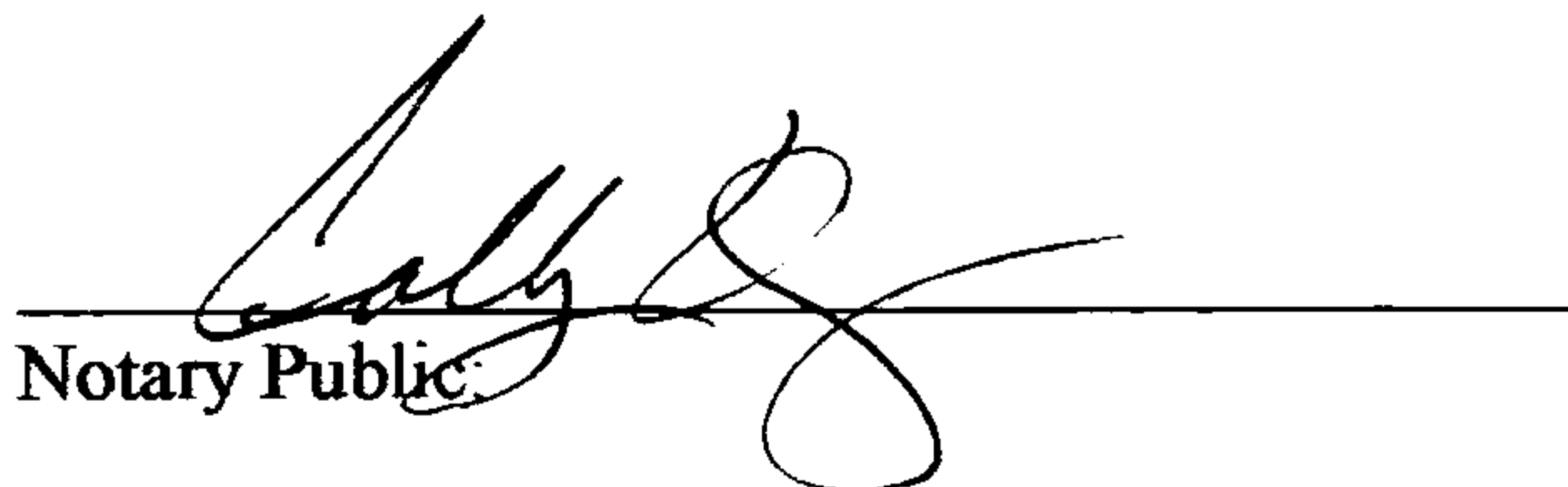
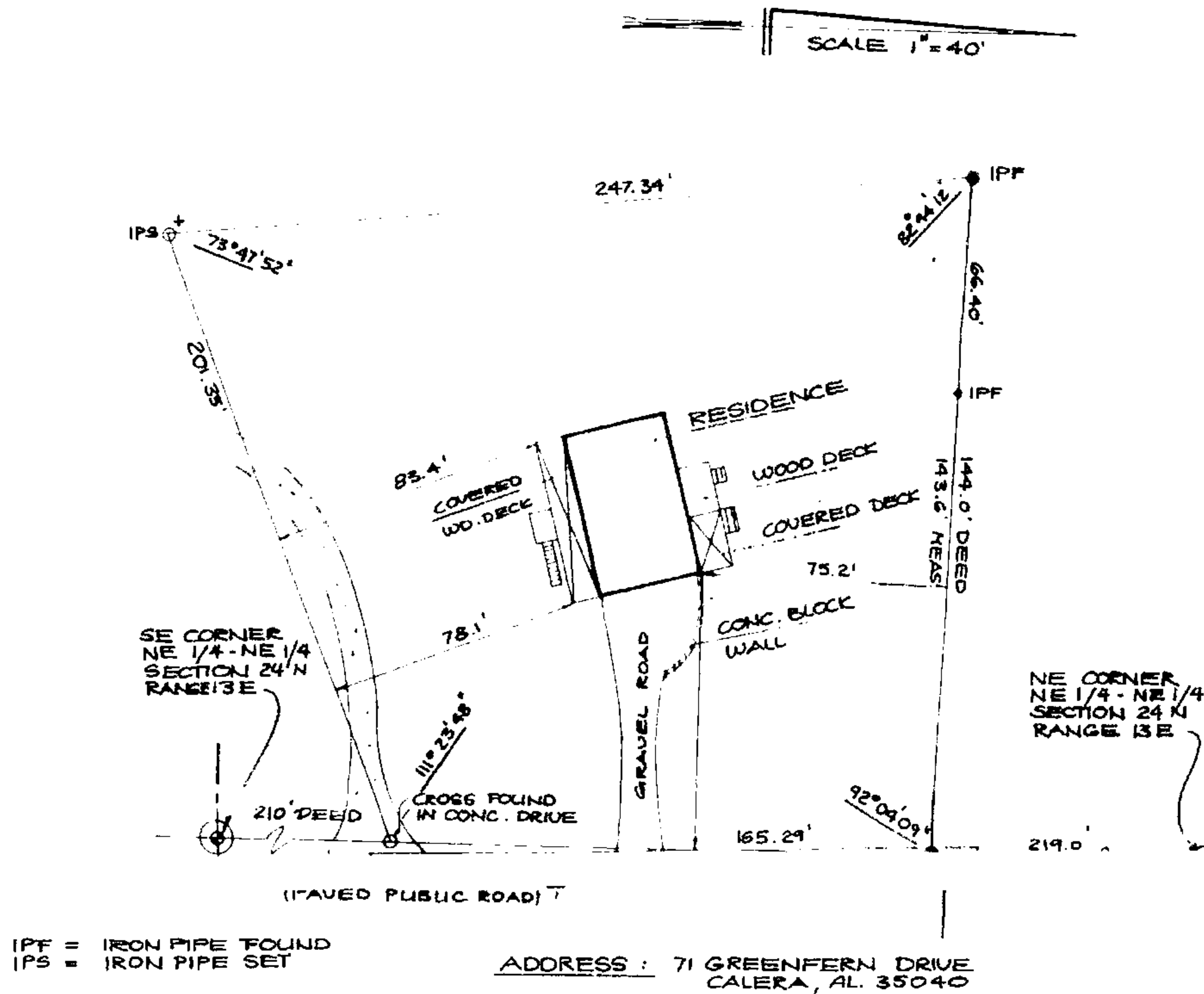

Notary Public

EXHIBIT "A"

Driveway Easement Area



STATE OF ALABAMA
SHELBY COUNTY

OCTOBER 14, 1996

I, Robert C. Farmer, a Professional Land Surveyor registered in the State of Alabama, do hereby certify this to be a true and correct map or plot of my survey of a parcel of land situated in the NE 1/4 of the NE 1/4 of Section 4, Township 24 North, Range 13 East and being more particularly described as follows:

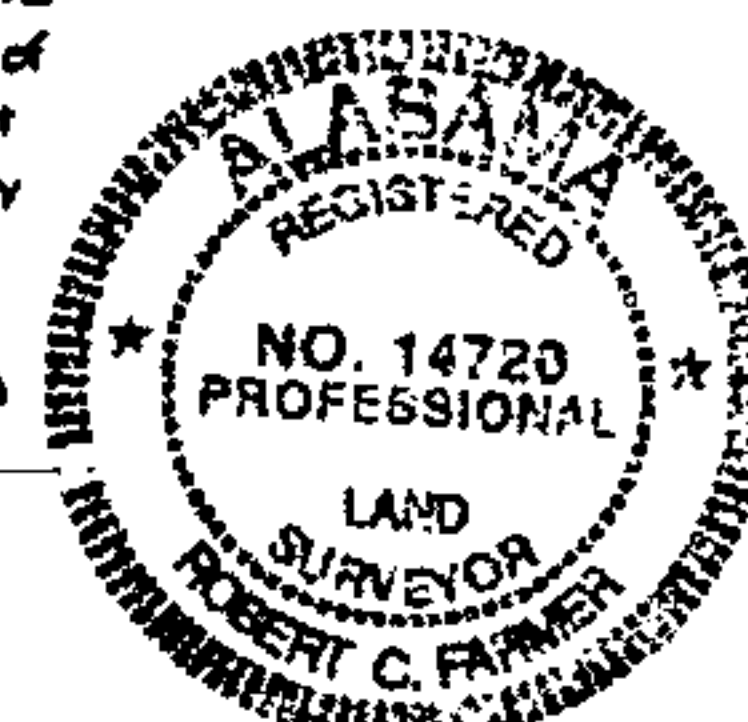
Commence at the NE Corner of the NE 1/4 of the NE 1/4 of Section 4, Township 24 North, Range 13 East and run Southerly along the East line of said 1/4-1/4 section 219.00' to the POINT OF BEGINNING; thence continue along the last described course 165.29'; thence right 88deg-36'-12" and run Westerly 201.35'; thence right 106deg-12'-08" and run Northerly 247.24'; thence right 97deg-15'-48" and run Easterly 210.00' to the Point of Beginning. Containing 0.95 acres more or less.

LESS AND EXCEPT any right-of-way of a Public Road running along the east side of said parcel.

This is to certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, and that I have consulted the Federal Flood Hazard Map for this area and have found that the above described property is in Zone "C" according to Shelby County, Alabama FIRM Community Map 010191 0165 B dated September 18, 1982.

R.C. Farmer and Associates, Inc.
3219 Highway 52 West
Pellham, Alabama 35007
205-664-2588

Robert C. Farmer
Robert C. Farmer, P.L.S.
AL. Reg. No. 14720



JOB NO. 3724
REF. S- 367

EXHIBIT "B"

Party of the First Part's Parcel

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Northeast Quarter of Section 4, Township 24 North, Range 13 East and run Southerly along the east line of said quarter-quarter section 219.00 feet to the point of beginning; thence continue along last described course 165.29 feet; thence right 68 degrees, 36 minutes, 12 seconds and run Westerly 201.35 feet; thence right 106 degrees, 12 minutes, 08 seconds and run Northerly 247.34 feet; thence right 97 degrees, 15 minutes, 48 seconds and run Easterly 210.00 feet to the point of beginning. Les and except any right of way of a public road running along the east side of said parcel.

Physical Address: 71 Greenfern Drive; Calera, AL 35040

EXHIBIT "C"

Party of the Second Part's Parcel

Commence at a point on the east boundary of said quarter quarter section where said east boundary is intersected by the north boundary of the southern railroad right of way; thence run northerly along the east boundary of said quarter quarter section a distance of 210 feet for the point of beginning of the lot herein described; thence continue northerly along the east boundary of said quarter quarter section a distance of 210 feet; thence turn an angle of 90 degrees to the left and run westerly 210 feet; thence turn an angle of 90 degrees to the left and run southerly 210 feet to a point; thence turn an angle of 90 degrees left and run southerly 210 feet to a point; thence turn an angle of 90 degrees left and run easterly 210 feet to the point of beginning. Situated in the NE ¼ of the NE ¼ of section 4, Township 24, Range 13 East, Shelby County, Alabama.

Physical Address: 65 Greenfern Drive; Calera, AL 35040



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/03/2019 03:56:30 PM
\$36.50 CHARITY
20190403000107900

Allen S. Bayl