

STATE OF ALABAMA

COUNTY OF SHELBY

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09/24/2019 10:17:28 AM
ESMTAROW 1/14

\$560.00

JOINT DRIVEWAY EASEMENT

THIS AGREEMENT, made and entered into on this the 20th day of September, 2019, by and between William Bruce Osborn, a married man ("Osborn") and Wares Timberland, LLLP, a Georgia limited liability limited partnership ("Wares"), Day, LLC, an Alabama limited liability company, ("Day"), and Joshua Layne Reidinger, a married man, ("Reidinger"), and James R. Davis, Sr. and Joanne G. Davis, husband and wife ("Davis").

WITNESSETH

WHEREAS, William Bruce Osborn is the owner of a certain parcel of land located in Shelby County, Alabama, (hereinafter, the "Osborn Lot", as further described by "Exhibit A" to this Agreement), which is not the homestead of Osborn or his spouse, and;

WHEREAS, Wares Timberland, LLLP, is the owner of a certain parcel of land located in Shelby County, Alabama, (hereinafter, the "Wares Lot", as further described by "Exhibit B" to this Agreement), which is adjacent to the Osborn Lot, and;

WHEREAS, Day, LLC, is the owner of a certain parcel of land located in Shelby County, Alabama, (hereinafter, the "Day Lot", as further described by "Exhibit C" to this Agreement), which is adjacent to the Osborn Lot and Wares Lot; and,

WHEREAS, James R. Davis, Sr. and Joanne G. Davis are the owners of a certain parcel of land located in Shelby County, Alabama (hereinafter, the "Davis Lot", as further described by "Exhibit D" to this Agreement), which is adjacent to the Osborn Lot; and;

WHEREAS, Joshua Layne Reidinger hereby intends to purchase, and James R. Davis, Sr. and Joanne G. Davis hereby intend to sell the Davis Lot described in "Exhibit D" to this Agreement, and;

WHEREAS, there exists a driveway which is located partially on the Osborn Lot, Day Lot, and the Wares Lot, and which is used mutually by the Osborn Lot, the Davis Lot, the Day Lot, and the Wares Lot for access from each of those lots to the public road; and,

WHEREAS, the parties wish to acknowledge the mutual and joint use of this driveway (as further described in "Exhibit E") and grant each other a perpetual easement and the

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2/14

perpetual right to use the driveway over and across the lots owned by the respective parties, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Each party grants to the other party the perpetual right to use the mutual driveway over and across the Osborn Lot, the Wares Lot, and the Day Lot at its present location for ingress and egress to the respective parking areas and houses located or to be located on each lot. This easement shall run with the land described herein.
2. The use of the aforesaid mutual driveway shall be only for reasonable and customary access, ingress, and egress to the aforesaid parking areas and houses, and not for any other purposes. The use of the aforesaid mutual driveway shall be for residential and personal use only, not for commercial use.
3. The cost of maintaining and repairing the driveway shall be shared equally by the owner(s) of each parcel covered by this Agreement, except that if one party shall cause damage or degradation to the driveway, such party shall promptly restore it to its condition before such damage or degradation, at no cost to the other parties.
4. This agreement is for the mutual benefit of the Osborn Lot, the Day Lot, the Wares Lot, and the Davis Lot, and shall be considered as a perpetual covenant running with these properties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day, month and year first hereinabove written.


William Bruce Osborn

Joshua Layne Reidinger

Betty C. Ware, General Partner
Wares Timberland, LLLP

James R. Davis, Sr.

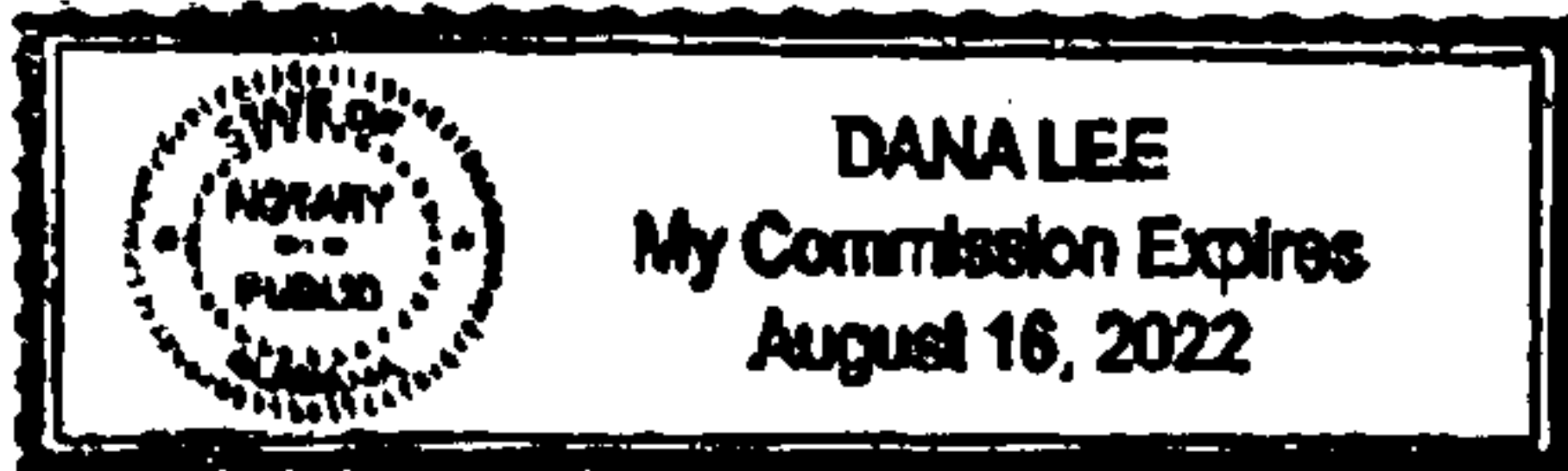
Day, LLC
Stephen D. Upton, Sr., Managing Member

Joanne G. Davis by James R. Davis, Sr.
As Attorney-in-Fact

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said State and County, hereby certify that William Bruce Osborn, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the 11 day of Sept, 2019



[Signature]
Notary Public

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Stephen D. Upton, Sr., in his representative capacity as authorized agent and Managing Member on behalf of Day, LLC, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the ___ day of _____, 2019

Notary Public

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Betty C. Ware, in her representative capacity as authorized agent and general partner on behalf of Wares Timberland, LLLP, 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 on this the ___ day of _____, 2019

Notary Public

perpetual right to use the driveway over and across the lots owned by the respective parties, on the terms and conditions set forth herein;

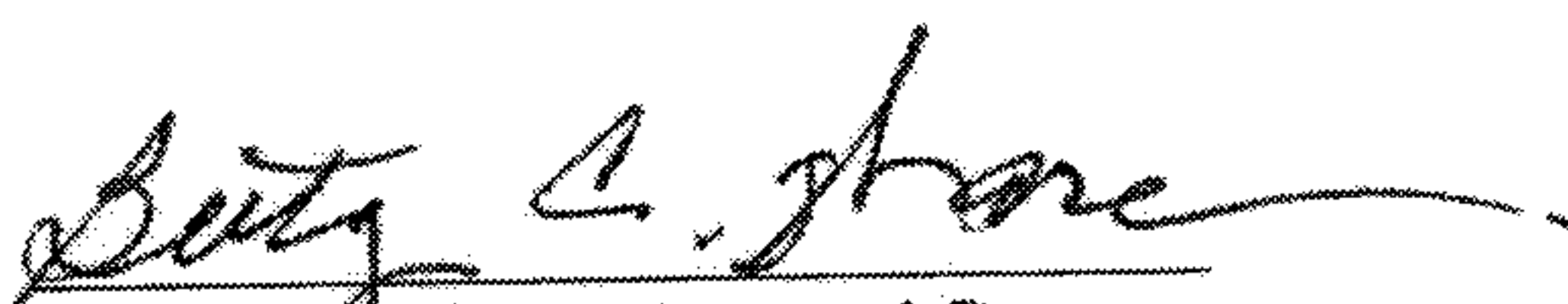
NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Each party grants to the other party the perpetual right to use the mutual driveway over and across the Osborn Lot, the Wares Lot, and the Day Lot at its present location for ingress and egress to the respective parking areas and houses located or to be located on each lot. This easement shall run with the land described herein.
2. The use of the aforesaid mutual driveway shall be only for reasonable and customary access, ingress, and egress to the aforesaid parking areas and houses, and not for any other purposes. The use of the aforesaid mutual driveway shall be for residential and personal use only, not for commercial use.
3. The cost of maintaining and repairing the driveway shall be shared equally by the owner(s) of each parcel covered by this Agreement, except that if one party shall cause damage or degradation to the driveway, such party shall promptly restore it to its condition before such damage or degradation, at no cost to the other parties.
4. This agreement is for the mutual benefit of the Osborn Lot, the Day Lot, the Wares Lot, and the Davis Lot, and shall be considered as a perpetual covenant running with these properties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day, month and year first hereinabove written.

William Bruce Osborn

Joshua Layne Reidinger



Betty C. Ware, General Partner
Wares Timberland, LLLP

James R. Davis, Sr.

Day, LLC
Stephen D. Upton, Sr., Managing Member

Joanne G. Davis by James R. Davis, Sr.
As Attorney-in-Fact

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that William Bruce Osborn, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the ____ day of _____, 2019

Notary Public

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Stephen D. Upton, Sr., in his representative capacity as authorized agent and Managing Member on behalf of Day, LLC, 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, he executed the same voluntarily on the day the same bears date.

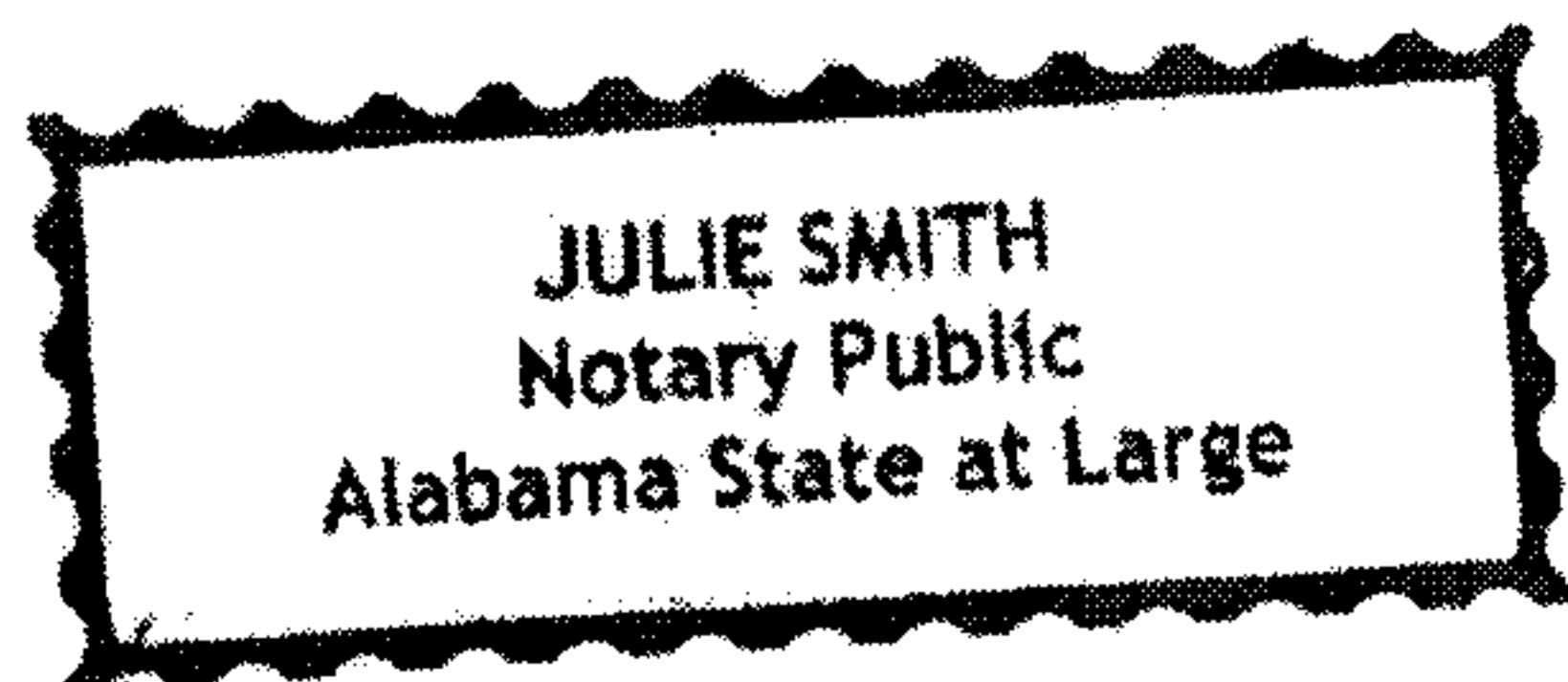
GIVEN UNDER MY HAND AND SEAL on this the ____ day of _____, 2019

Notary Public

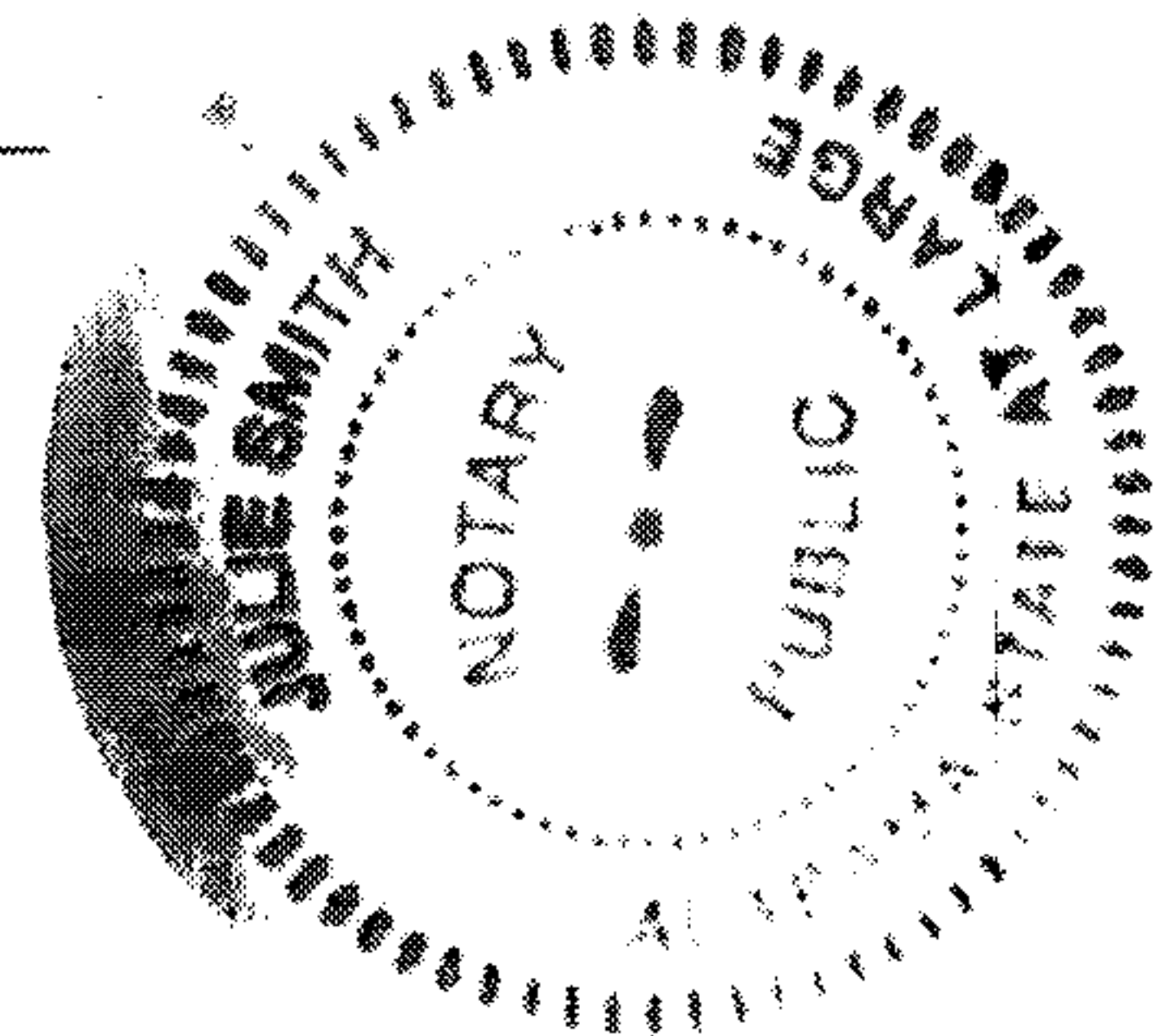
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Betty C. Ware, in her representative capacity as authorized agent and general partner on behalf of Wares Timberland, LLLP, 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 on this the 16 day of September, 2019



Julie Smith
Notary Public



My Commission Expires
June 29, 2022

perpetual right to use the driveway over and across the lots owned by the respective parties,
on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Each party grants to the other party the perpetual right to use the mutual driveway over and across the Osborn Lot, the Wares Lot, and the Day Lot at its present location for ingress and egress to the respective parking areas and houses located or to be located on each lot. This easement shall run with the land described herein.
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4. This agreement is for the mutual benefit of the Osborn Lot, the Day Lot, the Wares Lot, and the Davis Lot, and shall be considered as a perpetual covenant running with these properties.

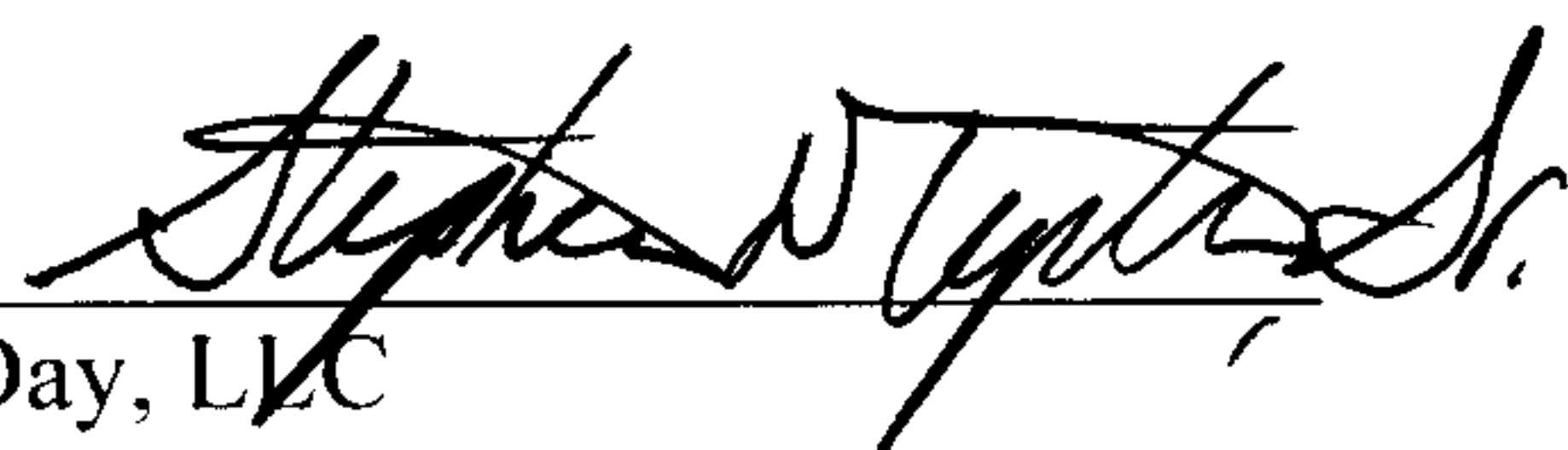
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
on this the day, month and year first hereinabove written.

William Bruce Osborn

Joshua Layne Reidinger

Betty C. Ware, General Partner
Wares Timberland, LLLP

James R. Davis, Sr.



Day, LLC
Stephen D. Upton, Sr., Managing Member

Joanne G. Davis by James R. Davis, Sr.
As Attorney-in-Fact

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that William Bruce Osborn, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the ____ day of _____, 2019

Notary Public

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Stephen D. Upton, Sr., in his representative capacity as authorized agent and Managing Member on behalf of Day, LLC, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the 18 day of Sept, 2019

MY COMMISSION EXPIRES JUNE 15, 2020

Rebecca Woodard
Notary Public

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Betty C. Ware, in her representative capacity as authorized agent and general partner on behalf of Wares Timberland, LLLP, 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 on this the ____ day of _____, 2019

Notary Public

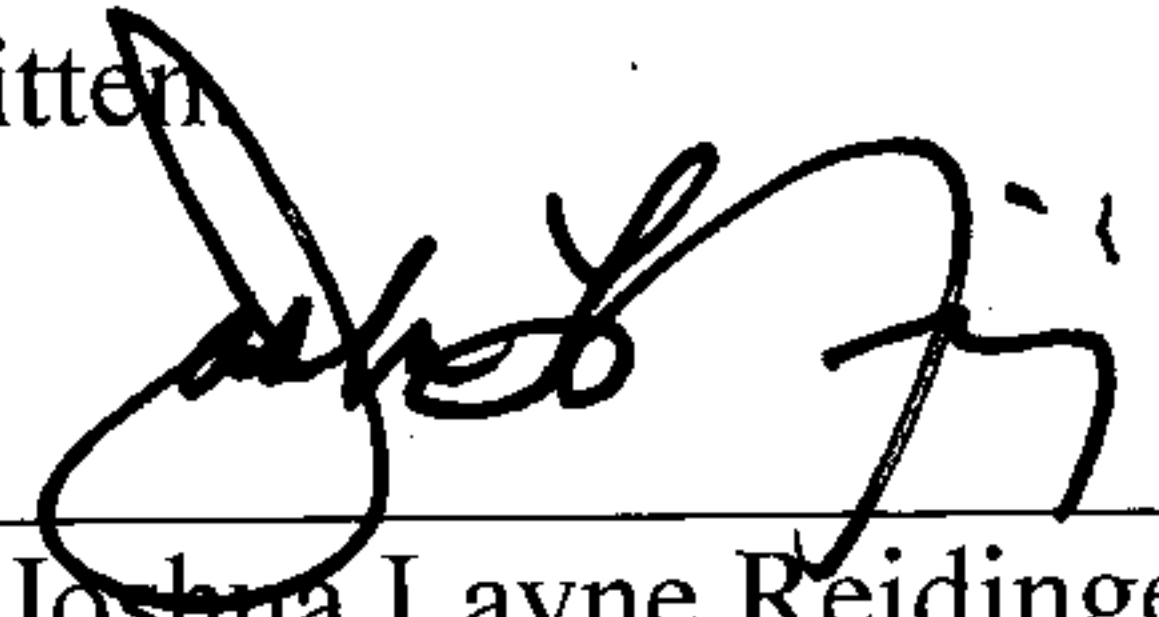
perpetual right to use the driveway over and across the lots owned by the respective parties, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Each party grants to the other party the perpetual right to use the mutual driveway over and across the Osborn Lot, the Wares Lot, and the Day Lot at its present location for ingress and egress to the respective parking areas and houses located or to be located on each lot. This easement shall run with the land described herein.
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4. This agreement is for the mutual benefit of the Osborn Lot, the Day Lot, the Wares Lot, and the Davis Lot, and shall be considered as a perpetual covenant running with these properties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day, month and year first hereinabove written.

William Bruce Osborn



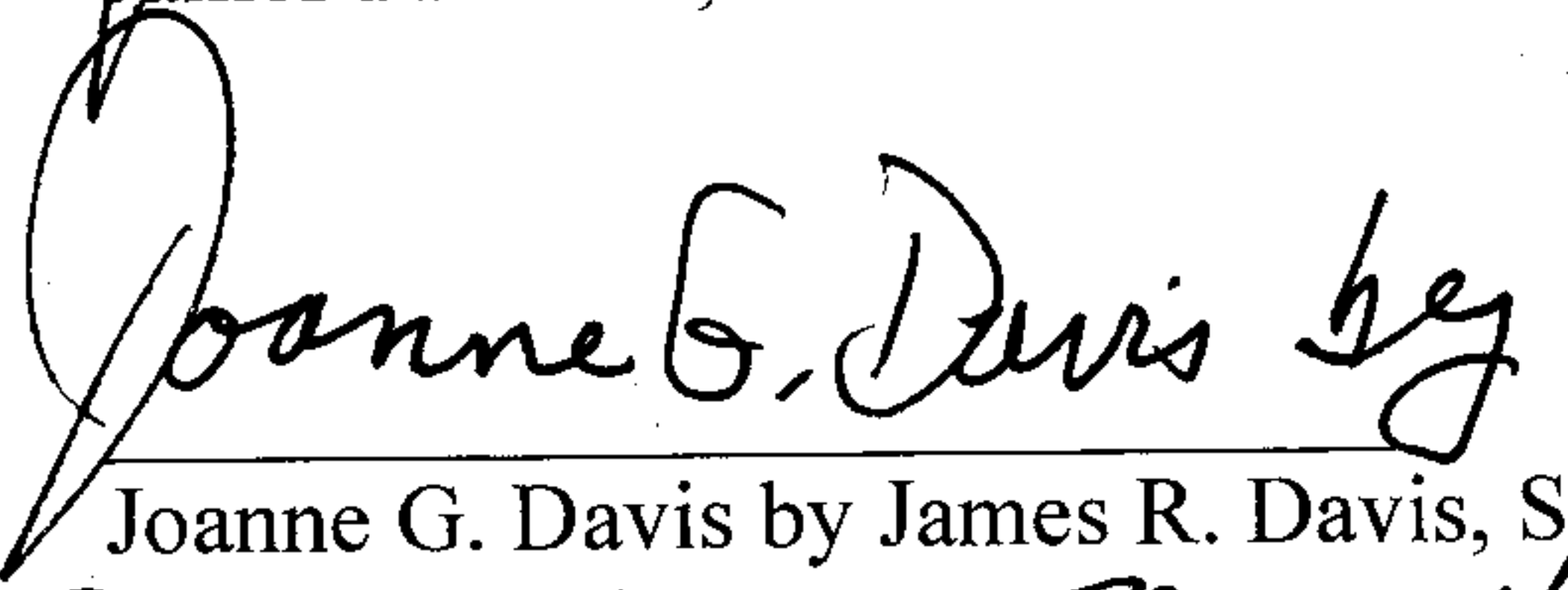
Joshua Layne Reidinger

Betty C. Ware, General Partner
Wares Timberland, LLLP

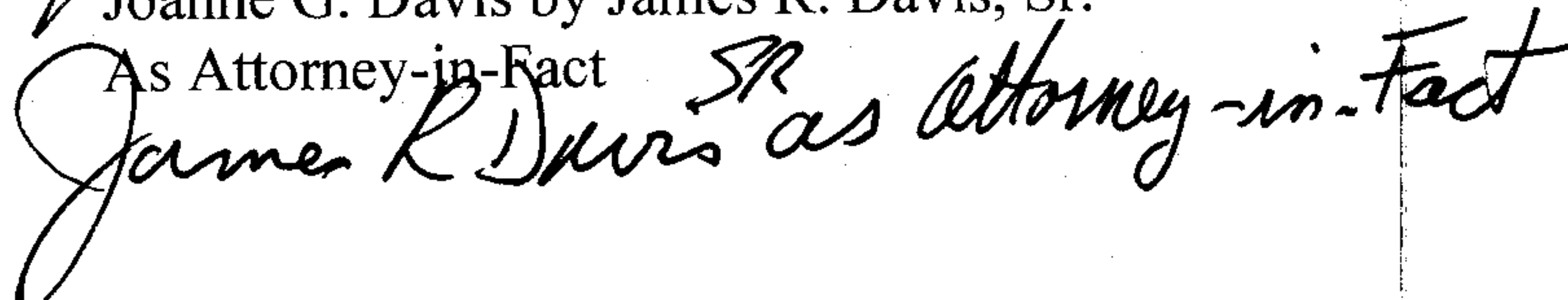


James R. Davis, Sr.

Day, LLC
Stephen D. Upton, Sr., Managing Member



Joanne G. Davis by James R. Davis, Sr.
As Attorney-in-Fact

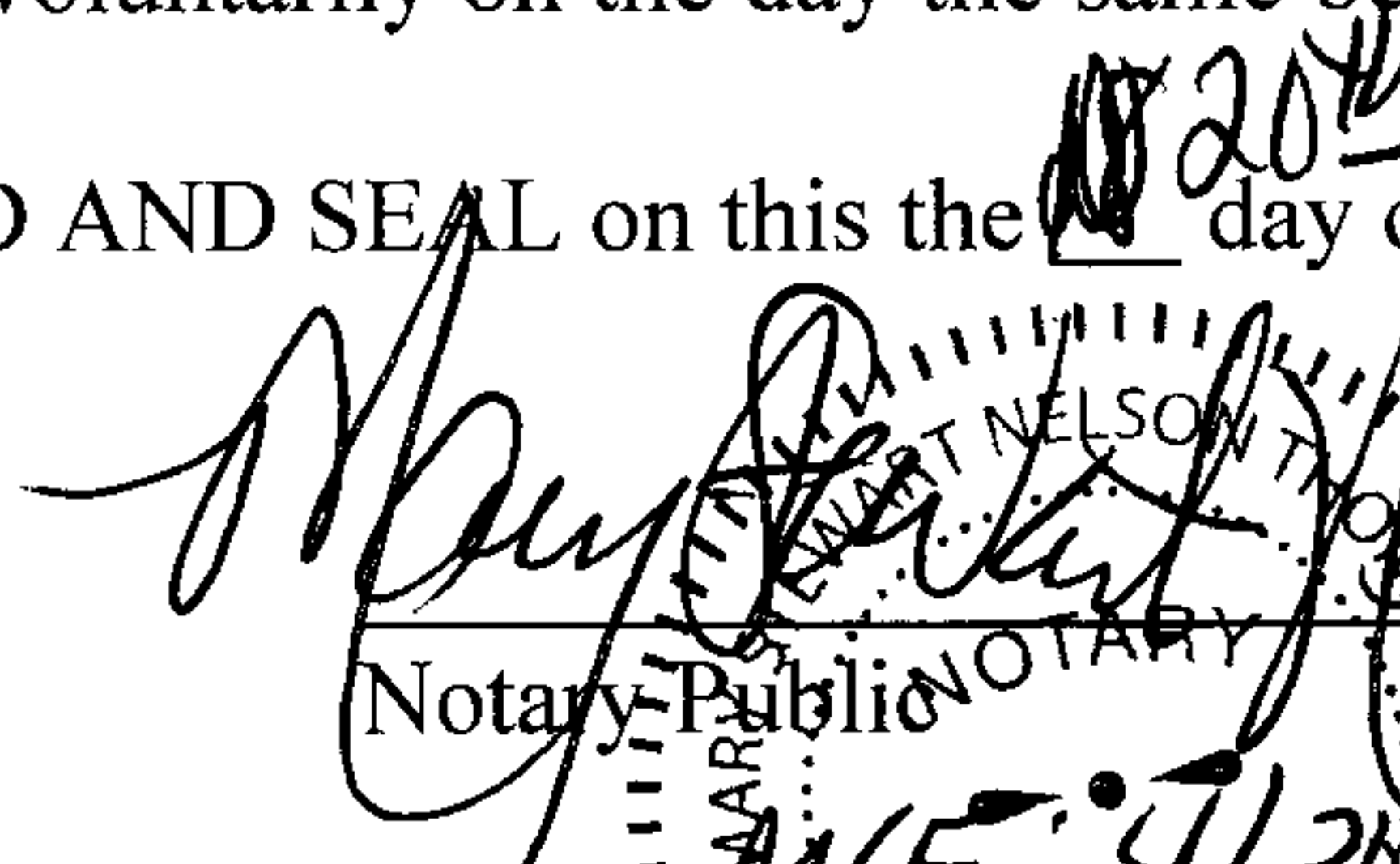
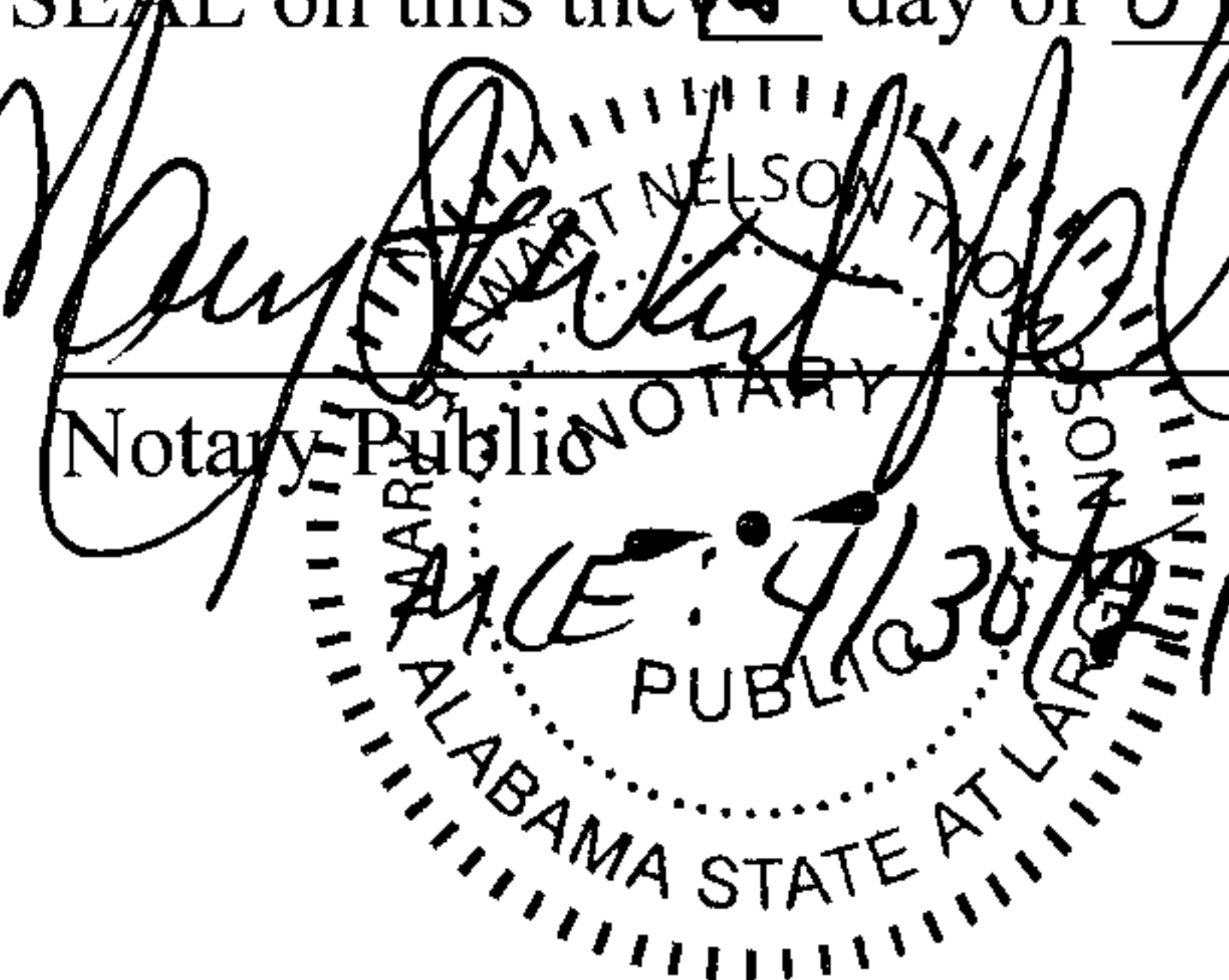


James R. Davis, Sr. as Attorney-in-Fact

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that James R. Davis, Sr. and James R. Davis, Sr. in his representative capacity as Attorney-in-Fact for Joanne G. Davis, whose names are signed to the foregoing instrument, and who are 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 on this the 20th day of September, 2019

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Joshua Layne Reidinger, 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, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the 12 day of September, 2019.


Notary Public

This instrument prepared by:
Mary Stewart Nelson, Esq,
FISH NELSON & HOLDEN, LLC
400 Century Park South, #224
Birmingham, AL 35226

James W. Osborn to William Bruce Osborn
Exhibit A- Osborn Lot

~~EXHIBIT A~~

A tract of land located in the South Half of the Southwest Quarter of Section 33, Township 20 South, Range 2 West, and the North Half of the Northwest Quarter of Section 4, Township 21 South, Range 2 West, all in Shelby County, Alabama, more particularly described as follows:
Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 33, Township 21 South, Range 2 West; thence Westerly along the North line of said Quarter-Quarter Section 92.63 feet to the point of beginning of tract of land herein described; thence 67 degrees 44 minutes right Northwesterly 151.95 feet; thence 70 degrees 05 minutes right Northeasterly 1403.98 feet; thence 109 degrees 55 minutes right Southeasterly 660.0 feet; thence 70 degrees 05 minutes right Southwesterly 1403.98 feet; thence 109 degrees 55 minutes Northwesterly 508.05 feet to the point of beginning.



20090408000129100 3/3 \$22.00
Shelby Cnty Judge of Probate, AL
04/08/2009 10:43:01AM FILED/CERT

Shelby County, AL 04/08/2009
State of Alabama

Deed Tax: \$5.00

Exhibit B- Wares Lot

PARCEL I

South West 1/2 of South East 1/4 of South East 1/4 Section 32, Township 20, Range 2 West. 20 acre diagonal piece of property.

PARCEL II

A tract of land located in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 2 West and the Northwest Quarter of the Northeast Quarter of Section 4, Township 21 South, Range 2 West, all in Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 4, Township 21 South, Range 2 West, thence Easterly along the North line of said Quarter-Quarter Section for a distance of 7.88 feet; thence 67 degrees 44 minutes right Southeasterly 148.7 feet to the point of beginning of tract of land herein described; thence continue along the last mentioned course 311.3 feet; thence 67 degrees 44 minutes left Easterly, parallel to the North line of said Section 4, for a distance of 1031.24 feet to the centerline of a road; thence 75 degrees 45 minutes 30 seconds left 349.91 feet; thence 39 degrees 38 minutes 30 seconds left Northwesterly along said road 292.91 feet, thence 40 degrees 37 minutes left continuing along said road 380.88 feet; thence 27 degrees 07 minutes right continuing along said road 356.17 feet; thence 51 degrees 46 minutes 30 seconds left continuing along said road 396.66 feet; thence 41 degrees 41 minutes right continuing along said road 408.99 feet; thence 93 degrees 27 minutes left continuing along said road 268.05 feet to the intersection with the East line of the Smith 20-acre tract; thence 59 degrees 49 minutes 30 seconds left, leaving said road in a Southeasterly direction 209.16 feet; thence 70 degrees 5 minutes right Southwesterly 1403.98 feet to the approximate centerline of the lake; thence 70 degrees 05 minutes left 660 feet; thence 109 degrees 55 minutes left Northeasterly 1403.98 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1998-04830

02/12/1998-04830
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 353.00

Exhibit C - Day Lot

Commence at the NE Corner of the NE 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 2 West; thence run South 00 degrees 43 minutes, 15 seconds West 266.67 feet to the point of beginning, said point also being the centerline of a dirt road; thence run North 85 degrees 45 minutes 50 seconds East 345.93 feet, along said road; thence run North 78 degrees 33 minutes 50 seconds East 756.79 feet; thence run South 86 degrees 10 minutes 10 seconds East 109.79 feet; thence run South 05 degrees 14 minutes 50 seconds West 327.11 feet; thence run South 59 degrees 31 minutes 50 seconds West 267.33 feet; thence run South 57 degrees 15 minutes 50 seconds West 199.04 feet; thence run South 72 degrees 18 minutes 50 seconds West 151.14 feet; thence run South 58 degrees 55 minutes 50 seconds West 231.83 feet; thence run South 39 degrees 33 minutes 50 seconds West 99.96 feet; thence run South 71 degrees 04 minutes 50 seconds West 114.32 feet; thence run South 53 degrees 31 minutes 50 seconds West 432.17 feet; thence run South 19 degrees 38 minutes 10 seconds East 62.68 feet; thence run South 16 degrees 08 minutes 50 seconds West 255.66 feet; thence run South 24 degrees 34 minutes 10 seconds East 123.92 feet; thence run South 09 degrees 23 minutes 10 seconds East 205.91 feet; thence run South 51 degrees 50 minutes West 150.03 feet; thence run South 41 degrees 38 minutes West 100.62 feet; thence run North 20 degrees 05 minutes 01 second West 1267.66 feet; thence run North 39 degrees 17 minutes 39 seconds East 239.83 feet; thence run North 50 degrees 49 minutes 50 seconds East 411.07 feet; thence run North 69 degrees 27 minutes 50 seconds East 123.65 feet; thence run North 85 degrees 45 minutes 50 seconds East 117.32 feet to the point of beginning.



20111208000370700 2/2 \$46.00
Shelby Cnty Judge of Probate, AL
12/08/2011 10:38:59 AM FILED/CERT

Exhibit D- Davis Lot

~~EXHIBIT A~~

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

A tract of land located in the Southwest Quarter of Section 33, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 20 South, Range 2 West, thence westerly along the South line of said Quarter-Quarter line a distance of 92.63 feet, thence 67 degrees 44 minutes right northwesterly 151.95 feet, to the point of beginning of the land herein described; thence continue along the last mentioned course 330.0 feet; thence 70 degrees 05 minutes right northeasterly 1403.98 feet; thence 109 degrees 55 minutes right southeasterly 330.0 feet; thence 70 degrees 05 minutes right southwesterly 1403.98 feet to the point of beginning.

Exhibit E - The Driveway

A 30 foot easement situated in the Southwest Quarter of Section 33, Township 20 South, Range 2 West, Shelby County, Alabama; lying 15 either side of a center line being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 33; thence run Westerly along the South line of said Quarter-Quarter Section for a distance of 92.63 feet; thence $67^{\circ} 44' 00''$ right northwesterly for a distance of 151.95 feet; thence continue along the last mentioned course 330.00 feet; thence $70^{\circ} 05' 00''$ right Northeasterly 1403.98 feet; thence $109^{\circ} 55' 00''$ right 330.00 feet; thence $70^{\circ} 05' 00''$ right Southwesterly 934.36 feet to the Point of Beginning of a 30 easement lying 15 either side of this center line, said point being on a curve to the right having a central angle of $36^{\circ} 26' 20''$, a radius of 99.53 feet and a chord of 62.24 feet; thence turn $43^{\circ} 26' 20''$ left to said chord and run in a Southwesterly direction along the arc of said curve for a distance of 63.30 feet to a point on a reverse curve to the left having a central angle of $24^{\circ} 33' 53''$, a radius of 161.86 feet and a chord of 68.86 feet; thence Southwesterly along the arc of said curve for a distance of 69.39 feet to a point on a compound curve to the left having a central angle of $39^{\circ} 55' 53''$, a radius of 62.20 feet and a chord of 42.48 feet; thence Southwesterly to Southeasterly direction along the arc of said curve for a distance of 43.35 feet to a point on a compound curve to the left having a central angle of $44^{\circ} 55' 44''$, a radius of 150.00 feet and a chord of 114.63 feet; thence Southeasterly along the arc of said curve for a distance of 117.62 feet; thence tangent to last stated curve Southeasterly for a distance of 50.84 feet to a point on a curve to the right having a central angle of $18^{\circ} 56' 47''$, a radius of 200.00 feet and a chord of 65.83 feet; thence Southeasterly along the arc of said curve for a distance of 66.14 feet to a reverse curve to the left having a central angle of $31^{\circ} 48' 27''$, a radius of 132.16 feet and a chord of 72.43 feet; thence Southeasterly along the arc of said curve for a distance of 73.37 feet; thence tangent to last stated curve Northeasterly for a distance of 37.01 feet to a point on a curve to the right having a central angle of $49^{\circ} 31' 17''$, a radius of 115.00 feet and a chord of 96.33 feet; thence Southeasterly along the arc of said curve for a distance of 99.40 feet; thence tangent to last stated curve Southeasterly for a distance of 27.75 feet to a point on a curve to the left having a central angle of $70^{\circ} 55' 24''$, a radius of 75.00 feet and a chord of 87.02 feet; thence Southeasterly to Northeasterly direction along the arc of said curve for a distance of 92.84 feet; thence tangent to last stated curve Northeasterly for a distance of 66.31 feet to a point on a curve to the right having a central angle of $25^{\circ} 28' 38''$, a radius of 158.61 feet and a chord of 69.95 feet; thence Northeasterly along the arc of said curve for a distance of 70.53 feet; thence tangent to last stated curve Northeasterly for a distance of 33.60 feet to a point on a curve to the left having a central angle of $37^{\circ} 40' 11''$, a radius of 99.50 feet and a chord of 64.25 feet; thence Northeasterly left along the arc of said curve for a distance of 65.42 feet; thence turn $61^{\circ} 46' 24''$ left from the chord of said curve and run in a Northeasterly direction for a distance of 194.23 feet to a point on a curve to the right having a central angle of $25^{\circ} 11' 23''$, a radius of 173.18 feet and a chord of 75.52 feet; thence Northeasterly along the arc of said curve for a distance of 76.14 feet; thence tangent to last stated curve Northeasterly for a distance of 85.62 feet to a point on a curve to the right having a central angle of $10^{\circ} 12' 59''$, a radius of 813.50 feet and a chord of 144.86 feet; thence Northeasterly along the arc of said curve for a distance of 145.05 feet; thence tangent to last stated curve Northeasterly for a distance of 85.66 feet to a point on a curve to the right having a central angle of $8^{\circ} 14' 10''$, a radius of 225.71 feet and a chord of 32.42 feet; thence Northeasterly along the arc of said curve for a distance of 33.44 feet; thence tangent to last stated curve Northeasterly for a distance of 110 feet more or less to the center line of Deer Run Drive at the Point of Ending of said center line of a 30 foot easement.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/24/2019 10:17:28 AM
 \$63.50 CHARITY
 20190924000348270

Allen S. Bayl