

# JOINT DRIVEWAY AGREEMENT

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STATE OF ALABAMA

20191114000423210

11/14/2019 03:08:41 PM

COUNTY OF SHELBY

AGREEMNT 1/5

AGREEMENT made and entered into this the 14<sup>th</sup> day of November, 2019, by and between **DONOVAN BUILDERS, LLC**, hereinafter referred to as Owner of Parcel A and Parcel B; and **THOMAS BRADLEY WALKER and DAMI K. WALKER**, hereinafter referred to as Owners of Parcel C.

## WITNESSETH:

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

**Lot 1, according to the Survey of Creekview Estates, as recorded in Map Book 49, Page 69, in the Probate Office of Shelby County, Alabama.**

Property Address: **846 Highway 93, Helena, AL 35080**  
Parcel No.: **12-7-26-2-001-001.005**

and,

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

**Lot 2, according to the Survey of Creekview Estates, as recorded in Map Book 49, Page 69, in the Probate Office of Shelby County, Alabama.**

Property Address: **818 Highway 93, Helena, AL 35080**  
Parcel No.: **12-7-26-2-001-001.004**

and,

WHEREAS, the Owners of Parcel C are the owners of the following described property situated in Shelby County, Alabama, viz:

**Lot 3, according to the Survey of Creekview Estates, as recorded in Map Book 49, Page 69, in the Probate Office of Shelby County, Alabama.**

Property Address: **810 Highway 93, Helena, AL 35080**  
Parcel No.: **12-7-26-2-001-001.003**

WHEREAS, there is presently located on the properties of Owner of Parcel A, Owner of Parcel B and the Owners of Parcel C, a driveway which services the properties of the parties hereto. A copy of the survey of Parcel B which depicts the driveway is attached hereto as **EXHIBIT "A"**; and,

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

WHEREAS, the Owners of Parcel C, have 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 Owners of Parcel C, 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 Owners of Parcel C, 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 Owners of Parcel C, 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 Owners of Parcel C.
4. The Owner of Parcel A hereby covenants and agrees to pay Forty-One and 00/100 Percent (41%) 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 Fifty-Nine and 00/100 Percent (59%) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.
6. The Owners of Parcel C will not be responsible for any 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 Owners of Parcel C, 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.

*{SIGNATURE PAGES TO FOLLOW}*

14<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of November, 2019.

**OWNER OF PARCEL A AND PARCEL B:**

**DONOVAN BUILDERS, LLC**

  
BY: Jack A. Donovan, Sr.  
ITS: Member

  
BY: Michelle Donovan  
ITS: Managing Member


**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack A. Donovan, Sr.**, whose name as **Member** of **Donovan Builders, LLC** and **Michelle Donovan**, whose name as **Managing Member** of **Donovan Builders, LLC**, 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 this instrument, they, as such officers and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of November, 2019.

JERRICA P. FLETCHER  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
May 01, 2021

  
Notary Public  
My Commission Expires: 5-1-21

14<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of November, 2019.

**OWNERS OF PARCEL C:**

Thomas Bradley Walker  
**THOMAS BRADLEY WALKER**

Dami K. Walker  
**DAMI K. WALKER**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **THOMAS BRADLEY WALKER**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of November, 2019.

JERRICA P. FLETCHER  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
May 01, 2021

Jerrica P. Fletcher  
Notary Public  
My Commission Expires: 5-1-21

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAMI K. WALKER**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of November, 2019.

JERRICA P. FLETCHER  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
May 01, 2021

Jerrica P. Fletcher  
Notary Public  
My Commission Expires: 5-1-21

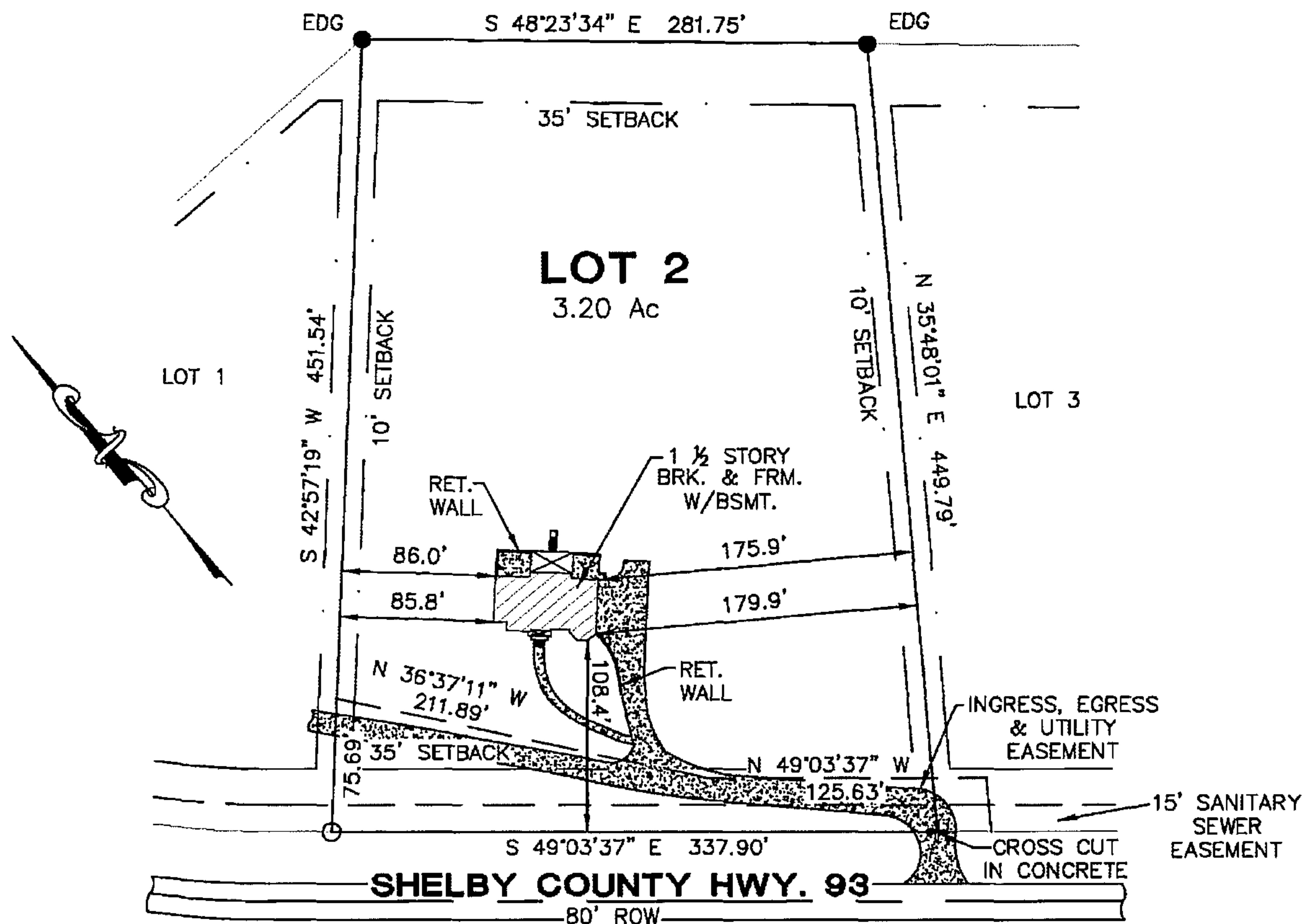
**PREPARED BY:**

B. Christopher Battles  
3150 Highway 52 West  
Pelham, AL 35124

## EXHIBIT "A"

NOTE:  
PROPERTY DIMENSIONS  
MATCH RECORD PLAT, UNLESS  
OTHERWISE NOTED.

PROJECT # 18-08009



Closing Survey

0' 40' 80' 120'

STATE OF ALABAMA  
SHELBY COUNTYTO ALL INTERESTED PARTIES:  
SCALE: 1" = 100'

I hereby state that this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Lot 2, according to the survey of CREEKVIEW ESTATES, as the same appears of record in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 49, Page 69.

That there are no rights-of-way, easements, joint driveways or encroachments, over or across said land, visible on the surface or shown on recorded map, except as shown; that this survey shows the improvements located on said property; and that there are no electrical or telephone wires, (excluding wire which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said property, except as shown; and that the property is not located in a special hazard area and is shown in a Zone "X" on the Flood Insurance Rate Map for this area (Map No. 01117C0193E, dated February 20, 2013).

GIVEN UNDER MY HAND AND SEAL, this the 11th day of November, 2019.

*William D. Callahan, Jr.*

William D. Callahan, Jr., PLS  
AL Reg # 28251



PROPERTY ADDRESS:  
818 HIGHWAY 93  
HELENA, AL 35080

Field Survey: 11-11-2019



**South Central Surveying, LLC**  
RESIDENTIAL & COMMERCIAL LAND SURVEYING

166 SUNSET TRAIL  
ALABASTER, ALABAMA 35007  
PHONE 205-229-1993

—○— = WOOD FENCE  
—X— = CHAIN LINK FENCE

—■— = CONCRETE  
—■— = COVERED PORCH/DECK

U.T.S. = UNABLE TO SET  
(R) = RECORDED  
(M) = MEASURED

M.B.L. = MINIMUM BUILDING LINE  
○ = CAPPED REBAR SET  
● = IRON FOUND (DESCRIPTION)

ASPH. = ASPHALT  
—OP— = OVERHEAD POWER  
—P— = POWER POLE



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/14/2019 03:08:41 PM  
\$34.00 CHERRY  
20191114000423210

*Allen S. Byrd*