

JOINT DRIVEWAY AND MAINTENANCE AGREEMENT 1/3

WHEREAS, the undersigned **Jennifer O'Brien Anchors** and **Robert Chad Anchors**, are the owners of the property known as **Lot 2A** as shown on the attached re-survey of O'Brien Family Subdivision as recorded in Map Book 50, Pages 5A & 5B in Shelby County, Alabama, and

WHEREAS, the undersigned **Jeannene P. O'Brien**, is the owner of the property the property known as **Lot 3A** as shown on the attached re-survey of O'Brien Family Subdivision as recorded in Map Book 50, Pages 5A & 5B in Shelby County, Alabama, and

WHEREAS, Lots 2A and 3A share a single driveway that provides vehicular access for both parcels ("Joint Driveway"), said driveway is located along the common boundary line of said lots, said driveway jointly serves both of the said parcels as above described and the undersigned are desirous of creating a joint driveway for the mutual benefit of both of said prospective parties and properties as aforesaid, and

WHEREAS, the easements and other rights created herein for the respective Lot owners shall be appurtenant to the Owner of the Lots, and all conveyances of title to the Lots shall include a conveyance of the easements and rights as herein provided, even though no specific reference to such easements and rights appears in any such instrument, and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and mutual benefits of the parties, the said parties do hereby create a private easement for driveway purposes along said common boundary line, with the right of the respective owners of said two parcels and their guests and invitees to pass and repass along said strip of land with or without automobiles or other vehicles or on foot for the purposes of ingress and egress to and from the two respective parcels of property, except that no party shall obstruct by vehicle or otherwise, any portion of said joint driveway so as to hinder the free use of said strip both day and night.

It is further understood and agreed that the respective owners of said parcels assume and agree to pay one half of the costs of maintaining the said joint driveway hereby created. It is further agreed that the respective parties will each pay one half of the costs of maintaining the said joint drive as long as it is jointly used. It is also the intent of the Parties that the maintenance obligations shall run with the land and be binding on all parties owning or acquiring any right, title or interest in Lots 2A and 3A in the O'Brien Family Subdivision or any part thereof and shall be for the benefit of each owner of Lots 2A and 3A or interest therein and shall enure to the benefit of and bind the owners and their heirs and assigns forever.

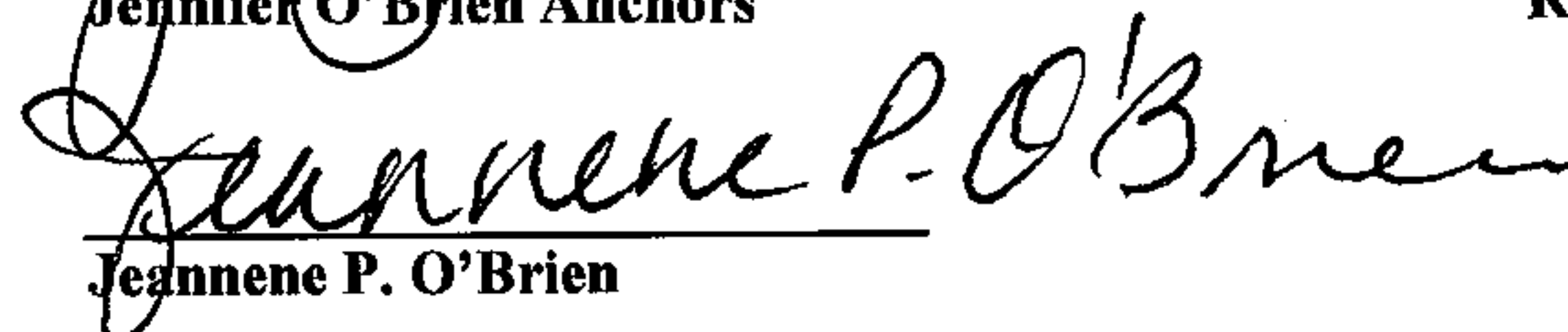
This agreement shall be a covenant running with the land and shall be binding upon the present and subsequent owners of said respective lots.

Should any litigation arise from this agreement, the losing party agrees to pay all costs of enforcement, including attorney fees and court costs.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13 day of August, 2020


Jennifer O'Brien Anchors

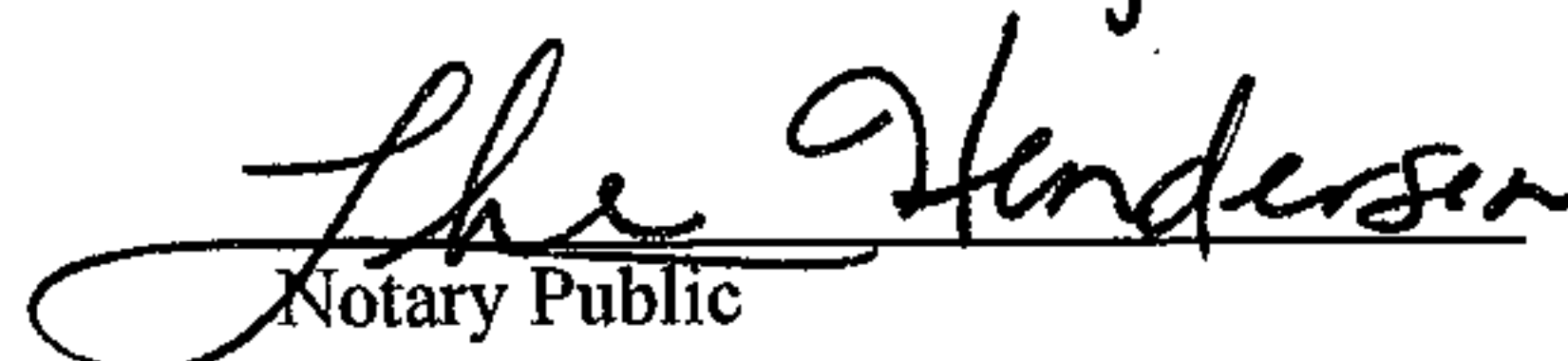

Robert Chad Anchors


Jeannene P. O'Brien

STATE OF ALABAMA)
COUNTY OF Jefferson)

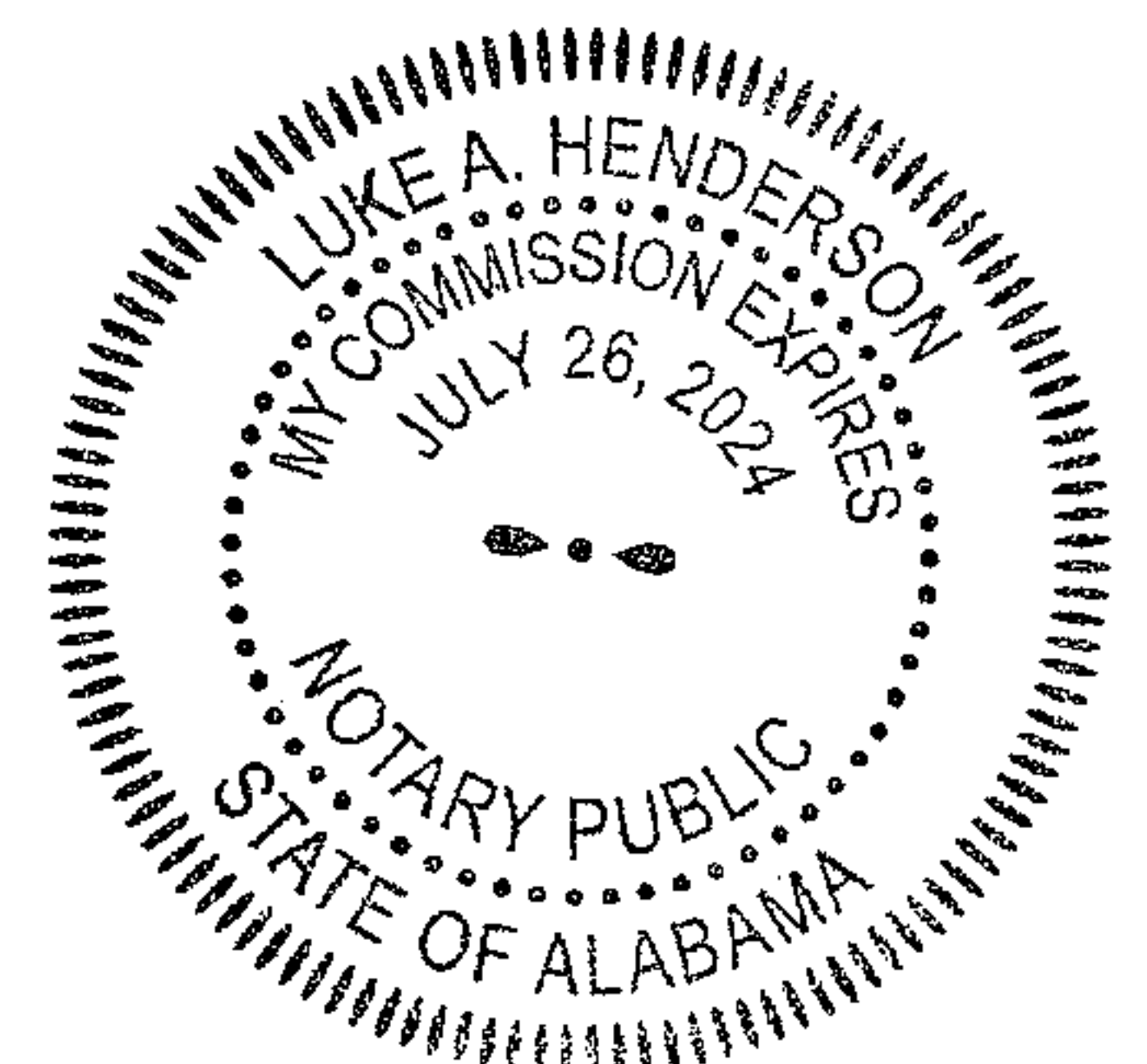
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, **Jennifer O'Brien Anchors, Robert Chad Anchors and Jeannene P O'Brien**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

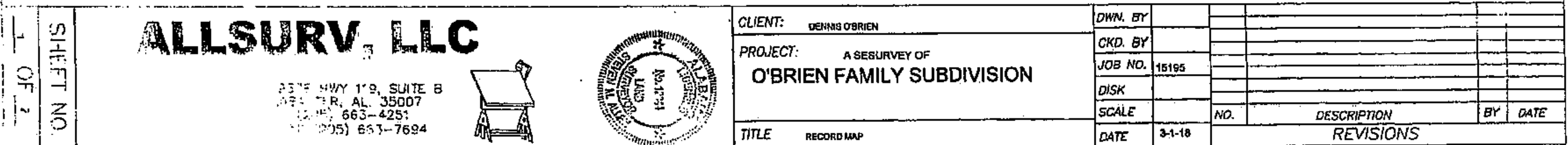
Given under my hand and official seal, this the 13 day of August, 2020


Notary Public

My Commission Expires: _____
{AFFIX SEAL}

Prepared By:
Luke A. Henderson, Esq.
17 Office Park Circle
Birmingham, AL 35223





[illegible]

STATE OF ALABAMA
COUNTY OF HENRY

I, Jennifer Andrews, the undersigned, a Henry female in and for said County in and for said State, hereby certify that I, said Henry, within and among the several and sundry precincts of said County, have taken the following poll of the qualified electors thereof, to-wit:

For the support of the proposed amendment relating to school indebtedness and the authority provided for the City limits, seven votes.

GIVEN under my hand and seal this 21st day of September, 2018.

By Jennifer Andrews
Henry Judge

My commission expires 31st day of November, 2019.

ATTEST: _____
JENNIFER ANDREWS, JUDGE OF THE COUNTY OF HENRY, ALABAMA.

[illegible]

Notary Public	By Commission expires

APPROVED: [Signature] DATE 9/18/18
MAYOR, CITY OF MELBA

APPROVED: [Signature] DATE: 7/5/18
CLERK, CITY OF HENNA, ALABAMA PLANNING COMMISSION

APPROVED: Marcia C. Moulton DATE 9/19/18
CITY CLERK CITY OF HENLEY, ALABAMA

APPROVED: Ali Albi DATE 04/28/18
SHELBY COUNTY ENVIRONMENTAL HEALTH OFFICER
(FOR RECORDING PURPOSES ONLY)

A RESURVEY OF O'BRIEN FAMILY SUBDIVISION A RESIDENTIAL FAMILY SUBDIVISION



THE PURPOSE OF THE SUBDIVISION IS TO REARRANGE LOT LINES WITHIN THIS SUBDIVISION

MAP PREPARED BY
S. M. ALLEN PLS 12964
8978 HWY 119, STE B
ALBUQUERQUE, AL 35007
205.863.4251

CONTACT: DENNIS O'BRIEN
205.527.7988

JEANNEENE P. O'BRIEN
2707 HWY 52
HELENA, AL. 35060
CONTACT: DENNIS O'BRIEN
205 527-7988

CITY OF HELENA NOTES

- A. ALL EASEMENTS SHOWN ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SERVICES, STORM SEWERS, STOCK ROADS AND MAY BE USED FOR EACH PURPOSES TO ENSURE THE PROPER, BOUND WITHIN AND WITHOUT THE SUBDIVISION. THE CITY OF HELIX IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY EASEMENTS SHOWN ON THIS PLAT DUE TO THE PUBLIC RIGHT OF WAY.
- B. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING BUILDING SITES FREE OF OBSTACLE PROBLEMS.
- C. NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN HEREON SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE CITY OF HELIX PLANNING COMMISSION.
- D. DRIVEWAYS SHALL BE RESTRICTED TO THE LOCATIONS AS SHOWN ON THIS PLAT. DRIVEWAY ACCESS PERMIT REQUIRED PRIOR TO INSTALLATION OF DRIVEWAYS. CONTACT THE SHELBY COUNTY HIGHWAY DEPARTMENT AT 252.669.5850 TO OBTAIN ACCESS PERMIT.
- E. THIS EMBRE PROPERTY IS LOCATED IN FLOOD ZONES AE, X, AND SHOWN ON THE LATEST FEDERAL INSURANCE RATE MAP D17170.01Z DATED FEB. 29, 2013.
- F. MAINTENANCE OF DETENTION PONDS AND ALL ASSOCIATED STRUCTURES AND APPURTENANCES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- G. ANY CONSTRUCTION OR IMPROVEMENTS IN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE CITY OF HELIX FLOOD DAMAGE PREVENTION ORDINANCE.
- H. NO IMPROVEMENTS, INCLUDING STRUCTURES OR PLAT MATERIAL, SHALL BE PLACED WITHIN A DESIGNATED FLOOD PLAIN UNLESS AND UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT HAS BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER. ALL DEVELOPMENT WITHIN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE SHELBY COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.
- I. THE CITY OF HELIX IS NOT NOW NOR WILL BE IN THE FUTURE, RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE ROADS OR EASEMENTS SHOWN ON THIS PLAT.

ALLSURV, LLC

9378 HWY 119, SUITE B
ALABASTER, AL. 35007
(205) 663-4251
FAX (205) 663-7694



CLIENT: DENNIS O'BRIEN		DWN. BY						
PROJECT: A RESURVEY OF		CKD. BY						
O'BRIEN FAMILY SUBDIVISION		JOB NO.	15165					
		DISK						
		SCALE						
TITLE		DATE	3-1-18	NO.		DESCRIPTION		29
RECORD NAME						REVISIONS		

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/18/2020 09:15:00 AM
\$28.00 CHERRY
20200818000356370

