

STATE OF ALABAMA            )  
Jefferson COUNTY            )

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KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the Undersigned, **Mary Jane Harris and James P. Harris, III** are the owners of the following described property:

FROM THE SOUTHWEST CORNER OF THE SW 1/4 OF NE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA PROCEED NORTH ALONG THE WEST BOUNDARY OF SAID SW1/4 OF NE 1/4 FOR A DISTANCE OF 87.78 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING PROCEED SOUTH 80 DEGREES 03 MINUTES 34 SECONDS EAST 47.14 FEET; THENCE SOUTH 71 DEGREES 39 MINUTES 36 SECONDS EAST 250.60 FEET; THENCE NORTH 57 DEGREES 35 MINUTES 59 SECONDS EAST 25.57 FEET; THENCE SOUTH 71 DEGREES 23 MINUTES 31 SECONDS EAST 132.40 FEET; THENCE SOUTH 17 DEGREES 07 MINUTES 28 SECONDS WEST 62.96 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 09 SECONDS EAST 117.42 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 07 SECONDS WEST 96.39 FEET; THENCE SOUTH 66 DEGREES 48 MINUTES 10 SECONDS WEST 92.86 FEET; THENCE SOUTH 72 DEGREES 35 MINUTES 29 SECONDS WEST 470.38 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF SHELBY COUNTY HIGHWAY NO. 109 (R/W 60'); THENCE PROCEED NORTH 19 DEGREES 34 MINUTES 24 SECONDS WEST ALONG SAID HIGHWAY RIGHT OF WAY FOR 500.10 FEET THENCE LEAVING SAID HIGHWAY RIGHT OF WAY PROCEED NORTH 75 DEGREES 51 MINUTES 28 SECONDS EAST 138.75; THENCE SOUTH 85 DEGREES 28 MINUTES 14 SECONDS EAST 60.38 FEET; THENCE SOUTH 80 DEGREES 02 MINUTES 34 SECONDS EAST 191.17 FEET, BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED IN THE SW1/4 OF NE 1/4, NW 1/4 OF SE1/4, NE1/4 OF SW1/4 AND THE SE1/4 OF NW1/4 ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

ALSO AND INCLUDING A 20' Ingress/Egress Easement, lying 10' either side of and parallel to the following described centerline:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama; thence N00°04'38"W for a distance of 77.65' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N80°08'26"W for a distance of 192.36'; thence N85°03'20"W for a distance of 56.91'; thence S75°54'01"W for a distance of 137.47' to the Easterly R.O.W. line of Shelby County Highway 109 and the POINT OF ENDING OF SAID CENTERLINE.

and the Undersigned **Kristen Gray and Matthew Gray**, are the owners of the following described property:

COMMENCE AT THE NW CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE N00°04'38"W A DISTANCE OF 87.80' TO THE POINT OF BEGINNING; THENCE CONTINUE N00°04'38"W A DISTANCE OF 316.12'; THENCE S89°19'40"E A DISTANCE OF 670.41'; THENCE S00°28'52"E A DISTANCE OF 308.82'; THENCE S81°32'34"E A DISTANCE OF 677.89'; THENCE S00°07'55"E A DISTANCE OF 689.01'; THENCE N89°29'48"W A DISTANCE OF 1458.08' TO THE EASTERLY R.O.W. LINE OF SHELBY COUNTY HIGHWAY 109; THENCE N18°15'38"W AND ALONG SAID R.O.W. LINE A DISTANCE OF 325.50'; THENCE N72°35'29"E AND LEAVING SAID R.O.W. LINE A DISTANCE OF 470.38'; THENCE N66°48'10"E A DISTANCE OF 92.86'; THENCE S88°10'07"E A DISTANCE OF 96.39'; THENCE N01°04'09"W A DISTANCE OF 117.42'; THENCE N17°07'28"E A DISTANCE OF 62.96'; THENCE N71°23'31"W A DISTANCE OF 132.40'; THENCE S57°35'59"W A DISTANCE OF 25.67'; THENCE N71°38'32"W A DISTANCE OF 250.60'; THENCE N80°04'19"W A DISTANCE OF 47.26' TO THE POINT OF BEGINNING.

ALSO AND INCLUDING A 20' Ingress/Egress Easement, lying 10' either side of and parallel to the following described centerline:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama; thence N00°04'38"W for a distance of 77.65' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N80°08'26"W for a distance of 192.36'; thence N85°03'20"W for a distance of 56.91'; thence S75°54'01"W for a distance of 137.47' to the Easterly R.O.W. line of Shelby County Highway 109 and the POINT OF ENDING OF SAID CENTERLINE.

WHEREAS, there is a joint driveway serving the two properties as shown on the attached survey; and  
WHEREAS, there is no instrument in writing setting forth that said driveway as a joint driveway, and the parties hereto desire to evidence said fact in writing.

NOW, THEREFORE, we the undersigned Mary Jane Harris, James P. Harris, III, Kristen Gray, and Matthew Gray do agree as follows:



1. That the Joint driveway as presently located on the property described above which driveway is set out on the attached survey, and made a part of this agreement, will be used as a joint driveway, and any such agreement for the joint use of this driveway shall be perpetual in nature and for the exclusive benefit of said aforementioned properties, their heirs, successors, assigns, invitees, guests and agents forever.
2. That none of the parties hereto will use said driveway in such a manner as to prevent the use of same by any of the other parties.
3. It is understood and agreed that none of the parties to this agreement, nor their heirs or assigns, shall acquire any interest in the property of the other by the use of said Joint Driveway.
4. The parties hereby mutually agree that any necessary maintenance and up keep expense on the aforementioned joint driveway shall be shared equally and that said driveway will be maintained in a good state of repair.
5. It is understood and agreed that in the event the joint driveway hereinabove described is abandoned and is no longer needed for either of the owners of said aforementioned property, then this agreement shall terminate and be of no further force and effect.
6. This agreement may not be modified except upon the unanimous vote of the parties to this agreement or their heirs or assigns. Any such agreement must be in writing and recorded in the probate office of Shelby County, Alabama.

IN WITNESS THEREOF, we have hereunto set our hands and seals on this the 26th day of July, 2021.

Mary Jane Harris by Suzanne Harris McAdams, Agent  
Mary Jane Harris by Suzanne Harris McAdams, Agent

James P. Harris, III by Suzanne Harris McAdams, Agent  
James P. Harris, III by Suzanne Harris McAdams, Agent

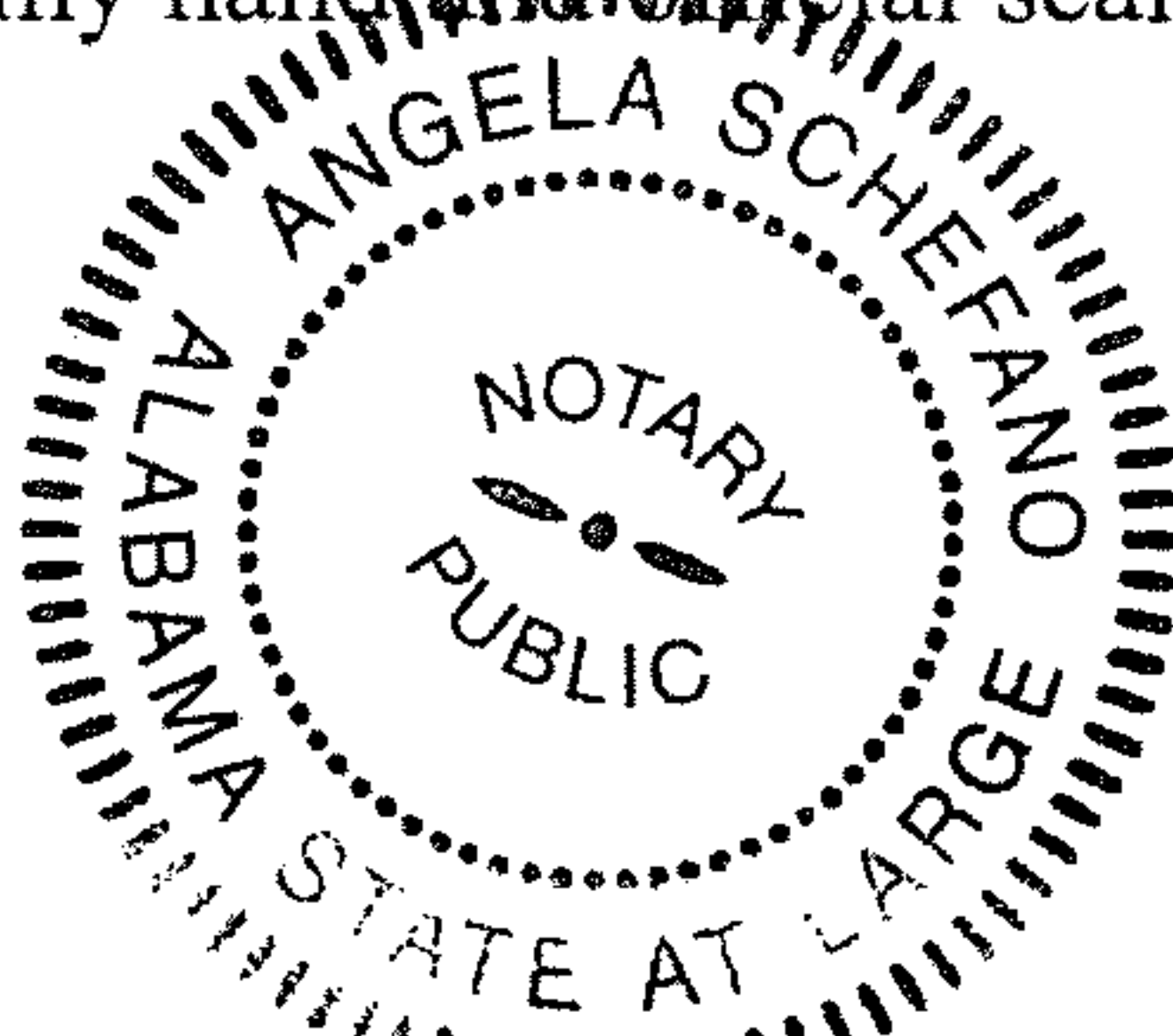
Kristen Gray  
Kristen Gray

Matthew Gray  
Matthew Gray

STATE OF ALABAMA)  
Jefferson COUNTY )

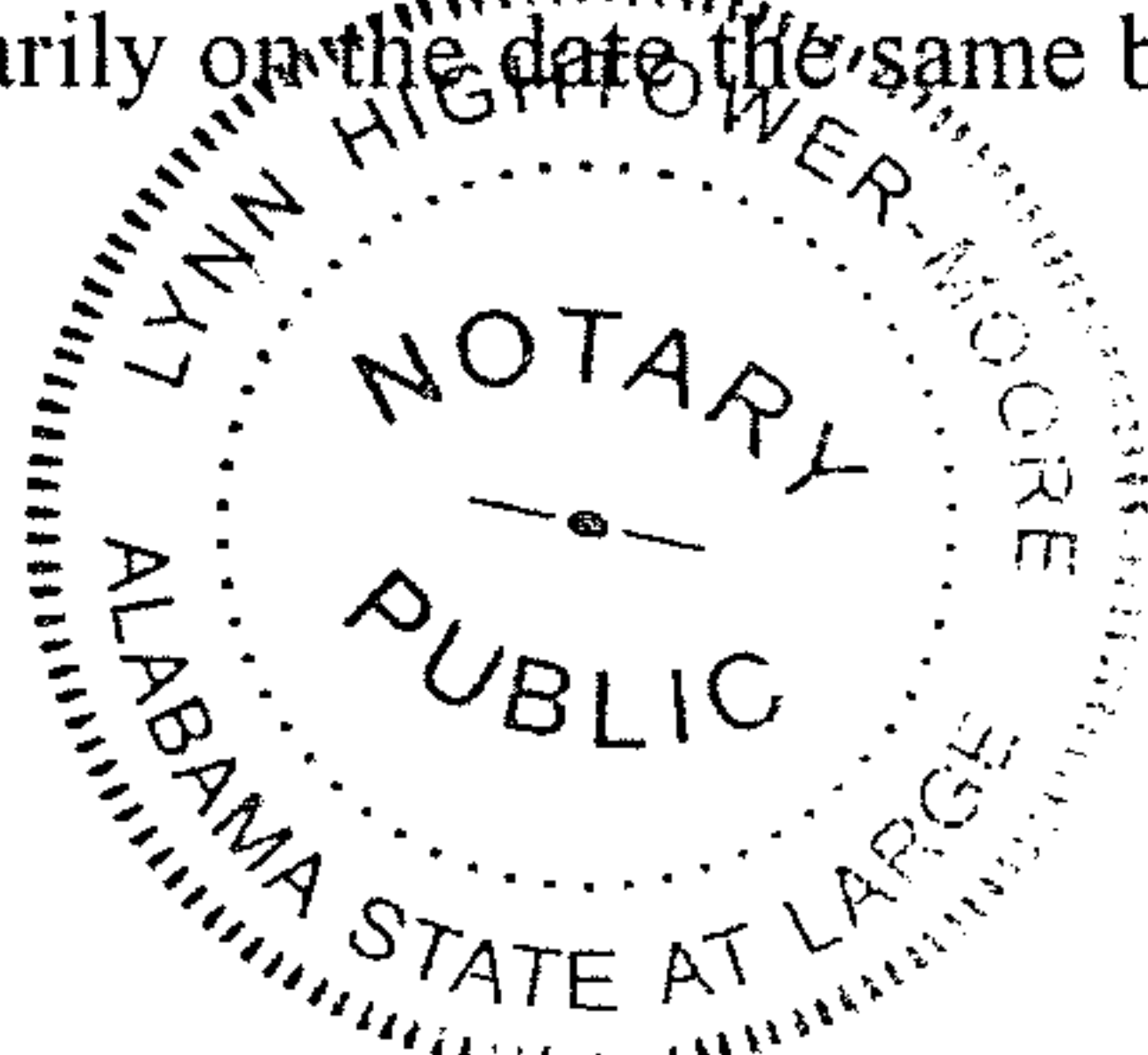
I, the undersigned, a Notary Public in and for said County and State hereby certify that Kristen Gray and Matthew Gray, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, [he/she/they] executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 26th day of July, 2021.

Angela Scheffner  
Notary Public  
My Commission Expires: 5-12-2025  
Seal



I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Suzanne Harris McAdams whose name as Agent for Mary Jane Harris, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date. Given under my hand and seal on July 26, 2021.

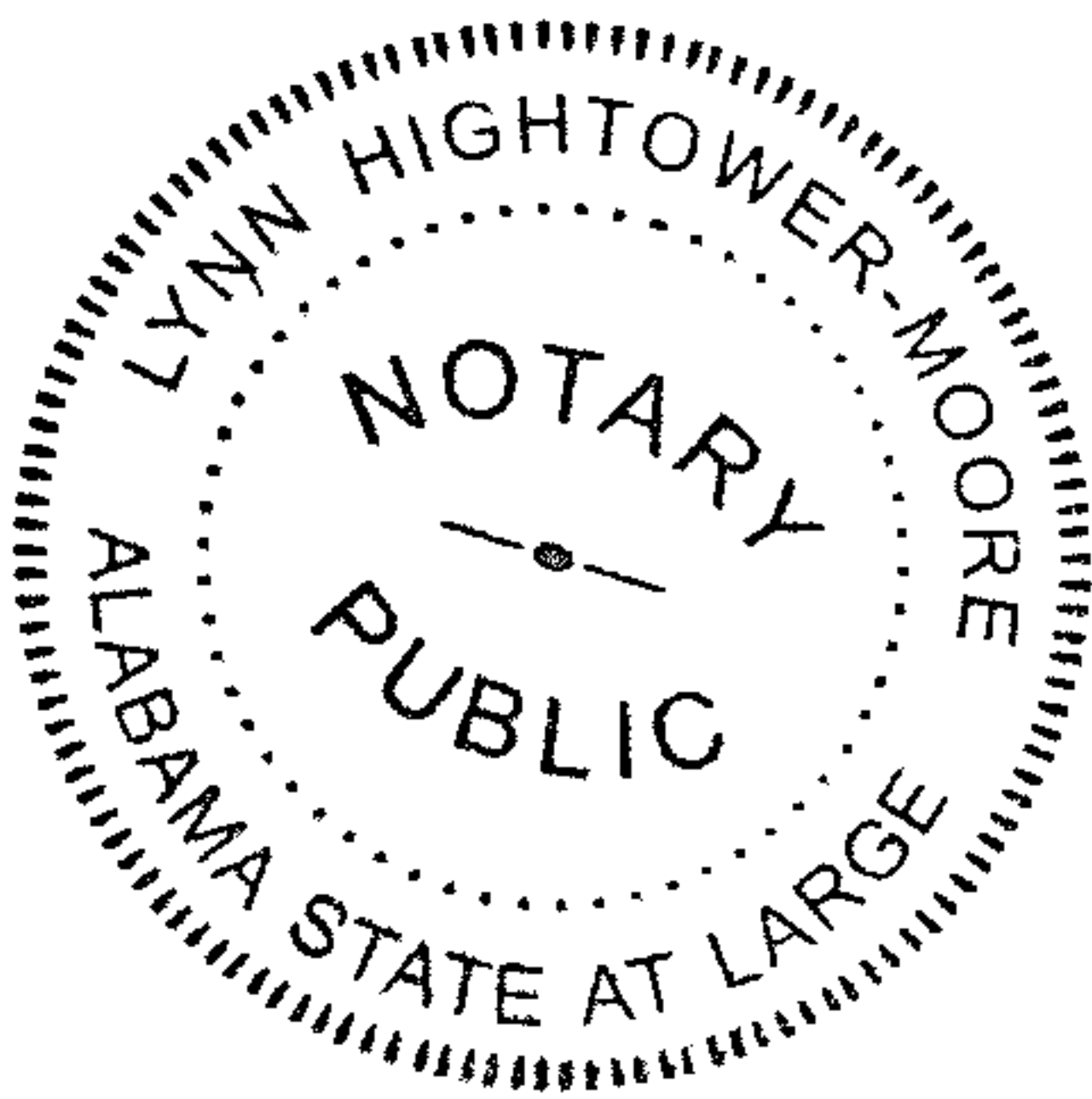
[Signature]  
Notary Public  
My commission expires: 1-4-22



I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Suzanne Harris McAdams whose name as Agent for James P. Harris, III, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date. Given under my hand and seal on July 26, 2021.

  
Notary Public

My commission expires: 1-4-22



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/27/2021 08:46:19 AM  
\$32.00 CHERRY  
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*Allen S. Bayel*