

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT DRIVEWAY MAINTENANCE AND USE AGREEMENT

This Joint Driveway Maintenance and Use Agreement (“Agreement”) is made this the 22nd day of June, 2023 between Scott Allen Smith and Jaclyn Merriman Smith (“Party A”), and Dion B. Martin (“Party B”), for the purpose of governing the access, maintenance, improvement, and repair the driveway Joint by their 2 adjoining parcels.

1. **Property affected.** Party A is the owner of Parcel A, which is described in Exhibit A attached hereto and Party B is the owner of Parcel B, which is described in Exhibit B, attached hereto as Exhibit B.

2. **Driveway description.** Parcel A and Parcel B share a driveway, this joint driveway is created by subdivision of property transferred to Party A and Party B by the Estate of Calvin C. Martin, deceased, Shelby County Probate Case No. PR-2023-000418. The Joint driveway is described in Exhibit C attached hereto.

3. **Purpose of this agreement.** Party A and Party B have entered into this agreement to govern the access, maintenance, improvement, and repair of the share driveway. This agreement will schedule the maintenance, improvement, or repair of the driveway.

4. **Sharing of costs for maintenance, improvement, repair, and removal of debris (weather related or otherwise).** Party A and Party B agree to each be responsible for 50% of the cost of maintenance of the Joint Driveway, including without limitation, maintenance, improvement or repair of the driveway surface and debris removal resulting from normal use and every day wear and tear (“Normal Use”). Maintenance, improvement or repair of the driveway that is necessary to allow reasonable use of the driveway shall be compulsory, however, the parties shall obtain estimates for such maintenance, improvement or repairs that cannot be conducted themselves. The Parties shall not be required to use asphalt to repair the Joint Driveway if some other less expensive, but suitable solution is available (e.g. gravel or packed dirt). Should the parties disagree as to the cost of the necessary maintenance, improvement or repair of the driveway after each obtaining an estimate, the parties shall seek a third independent estimate which will be the final cost. Without limiting the requirements set out above related to Normal Use, should either Party cause damage to the Joint Driveway which results from extraordinary use (e.g. traversing the driveway with large, heavy trucks or construction equipment) such Party shall be responsible for payment of damages resulting from such extraordinary use.

5. **Agreement as to improvements.** Notwithstanding an obligation for compulsory sharing of costs as set out in Section 4 above, should either Party wish to make improvements to the driveway which are voluntary and not necessary to effectuate the continued Normal Use of the Joint Driveway, such Party may do so at their own expense.

6. **Enforcement Upon Default.** Should either Party pursue legal action to enforce any provision of this Agreement, the prevailing Party in such an action shall be entitled to recovery of reasonable attorney’s fees and costs.

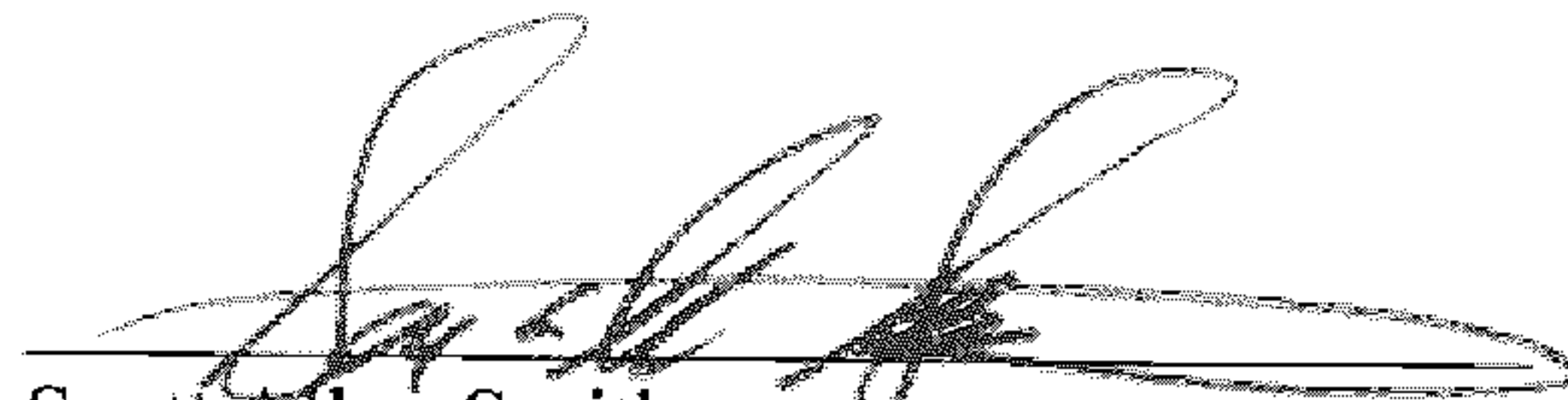
7. **Responsibility for debris removal.** If the Parties cannot or do not otherwise agree as to debris removal, Party A or the owner of Parcel A shall be responsible for removing storm debris and leaves in even numbered

years, and Party B or the owner of Parcel B shall be responsible for removing storm debris and leaves in odd numbered years, either personally or through the engagement of an outside contractor at each Party's own expense.

8. Access to Driveway. Neither Party to this Agreement shall in any way prevent, hinder, deny or otherwise block the other Party's right to access the driveway at any time for any reason and intend that this Agreement shall create an easement strictly for use of the Joint driveway described in Exhibit C.

9. Transferees, Successors and Assigns. Party A and Party B intend this Agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns and direct that this Agreement shall be recorded in the Probate Court of Shelby County, Alabama.

Signed as of the date first set out herein above.



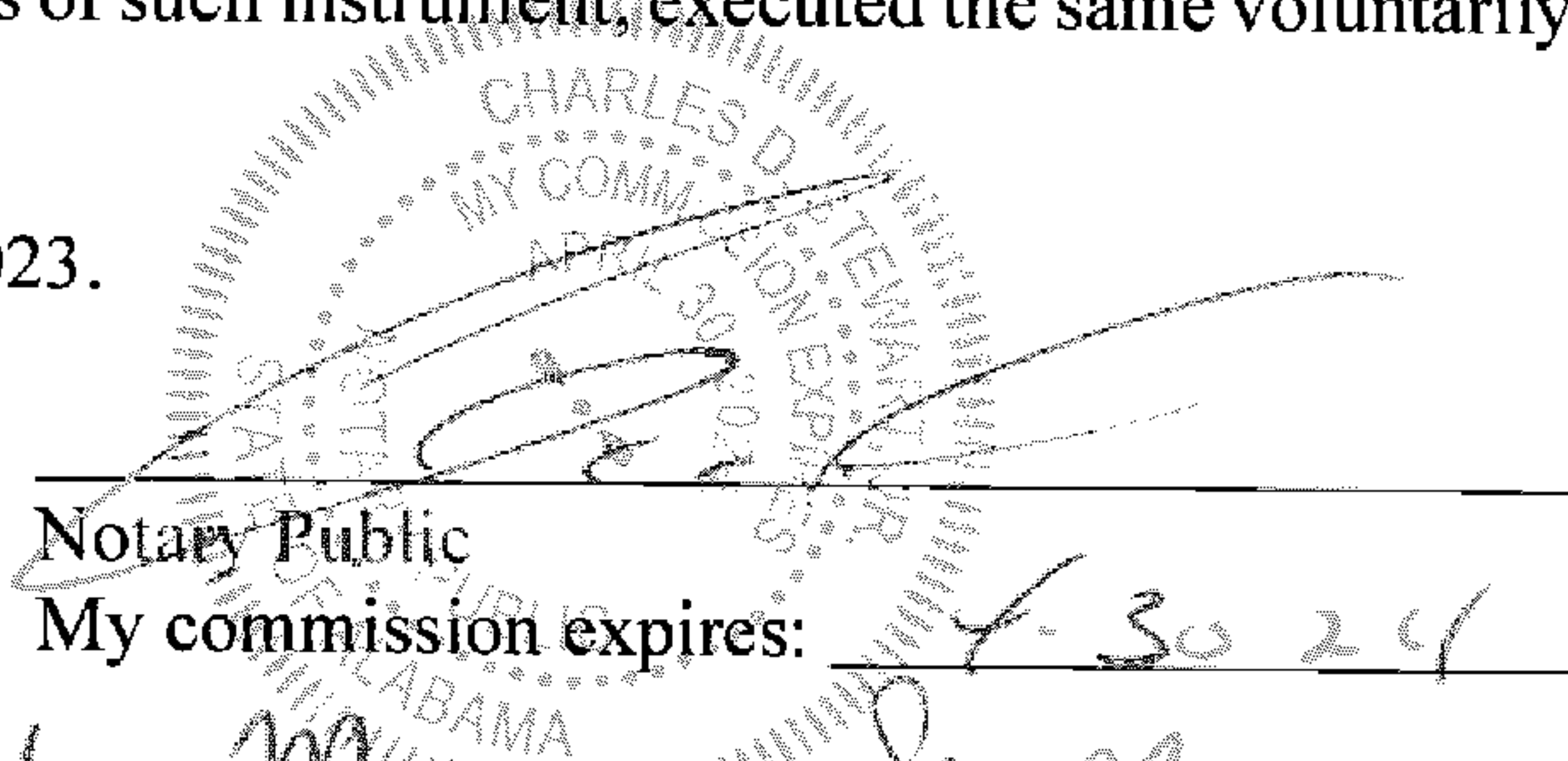
Scott Allen Smith

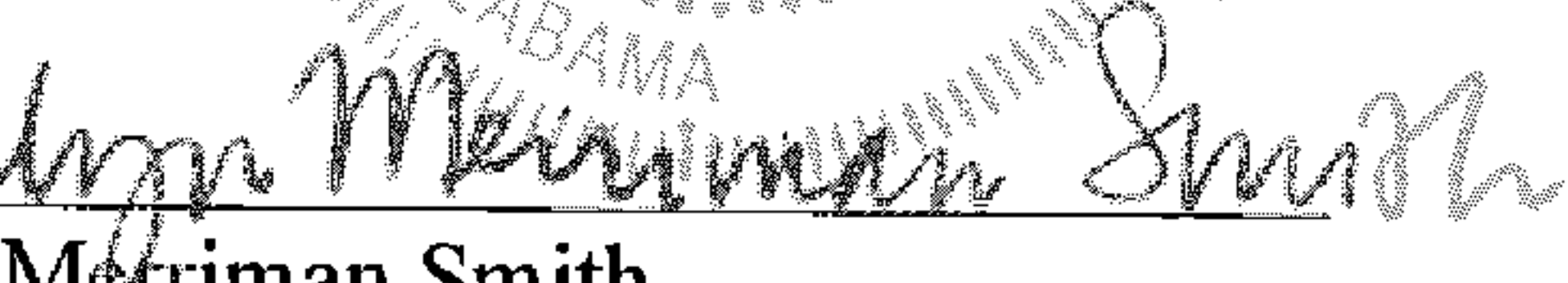
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Allen Smith, 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 such instrument, executed the same voluntarily on the day the same bears date.

Given under my hand, this 22nd day of June, 2023.

[seal]



Notary Public
My commission expires: 4-30-24


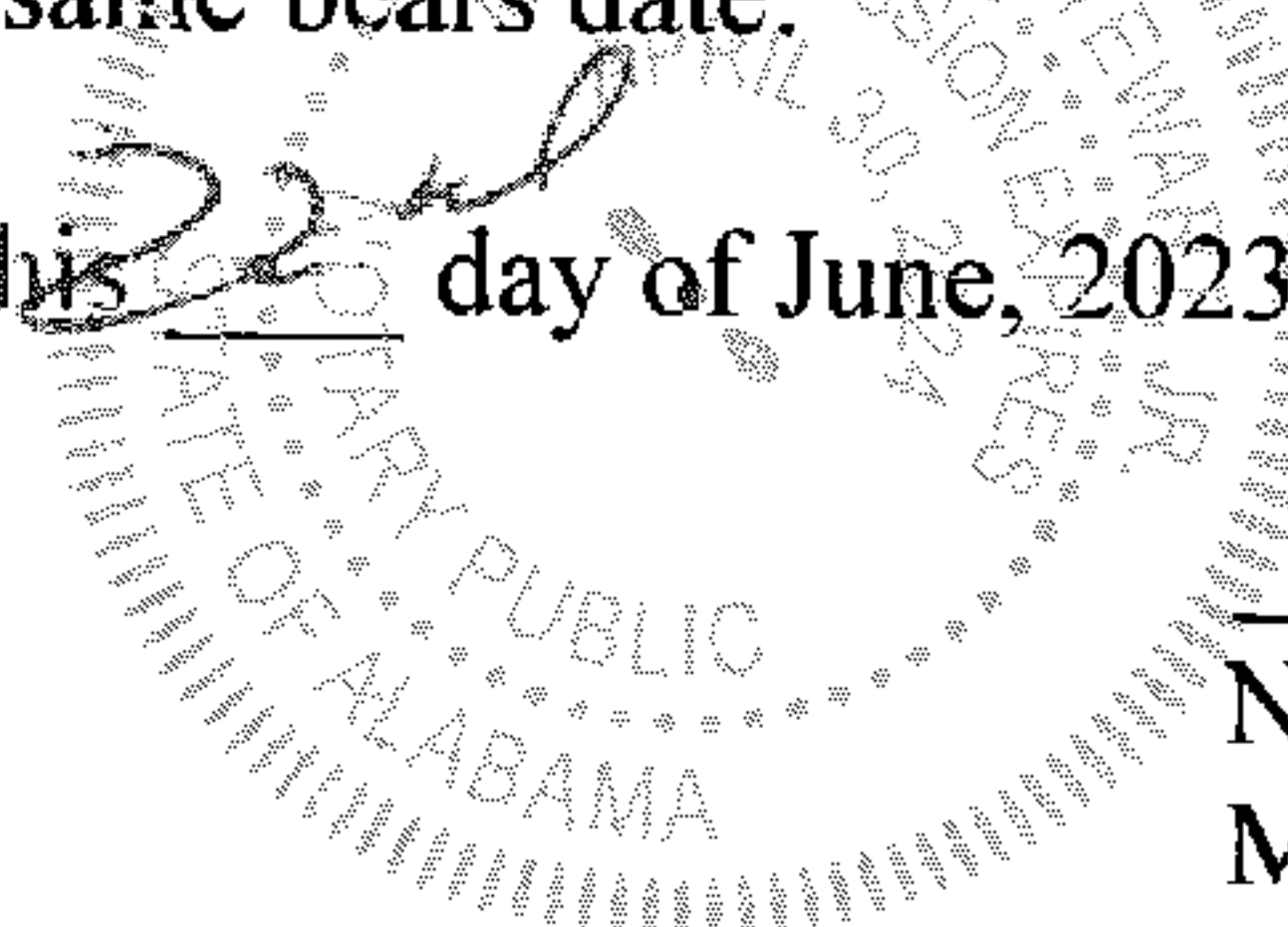
Jaclyn Merriman Smith

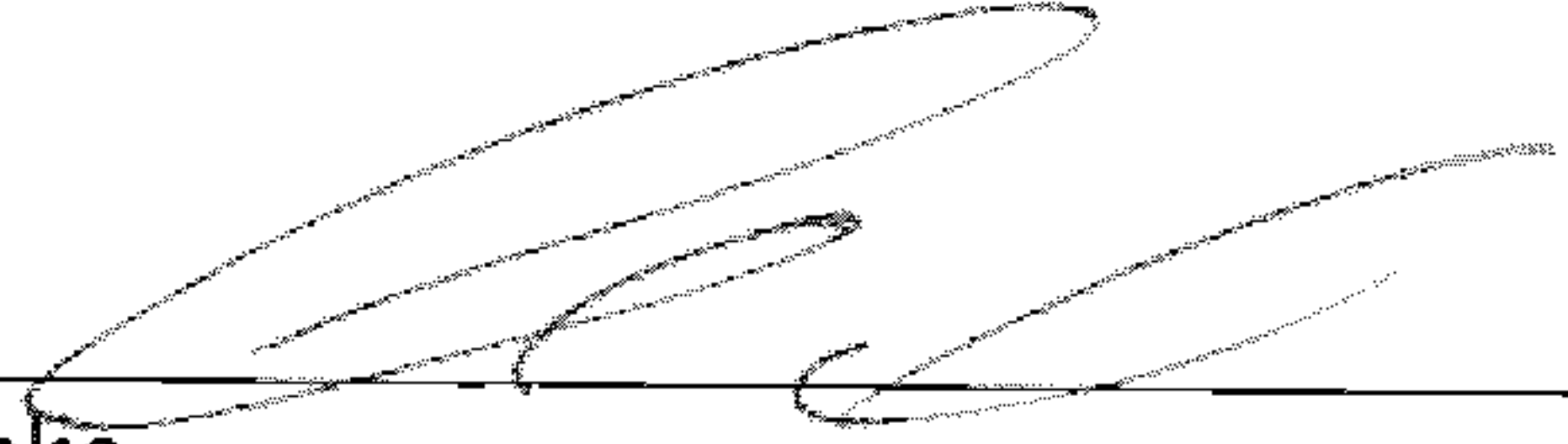
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jaclyn Merriman Smith, 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 such instrument, executed the same voluntarily on the day the same bears date.


Given under my hand, this 22nd day of June, 2023.

[seal]



Notary Public
My commission expires: 4-30-24


Charles D. Stewart

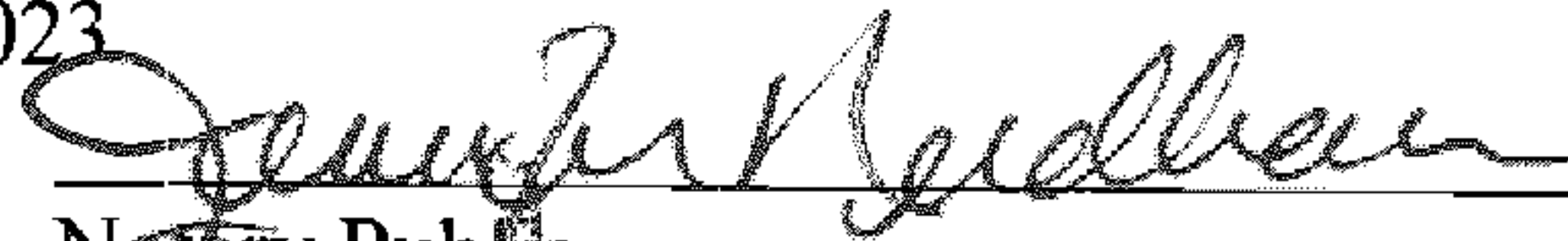

Dion B. Martin

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dion B. Martin, 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 such instrument, executed the same voluntarily on the day the same bears date.

Given under my hand, this 22 day of June, 2023

[seal]


Notary Public
My commission expires: 3/4/25

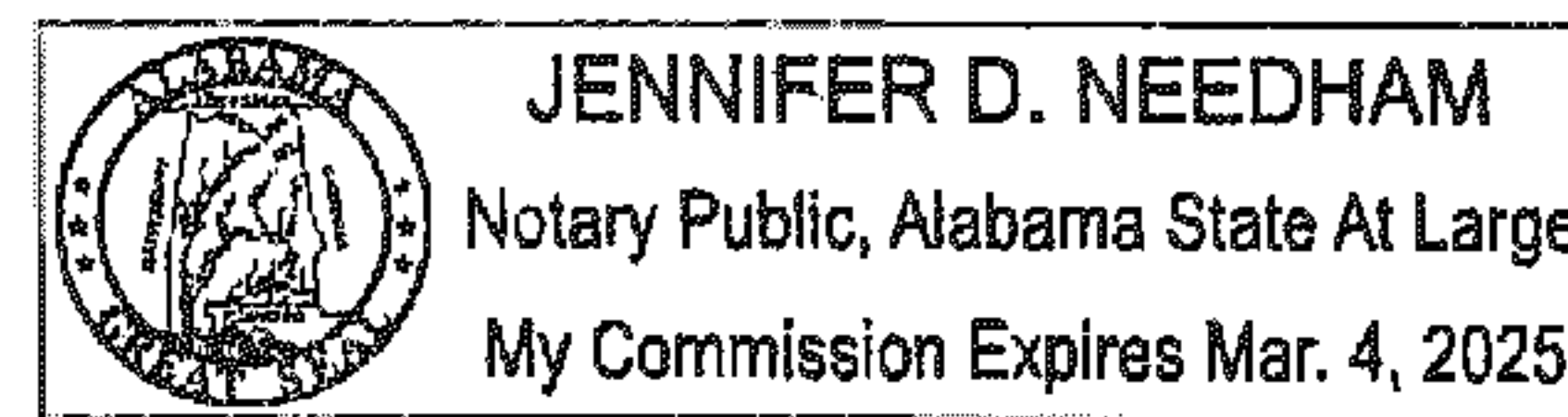


EXHIBIT A

A portion of land situated in the West 1/2 of the S.E.1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of the S.W.1/4 of the S.E.1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run Easterly along the South line of said 1/4-1/4 section a deed distance of 710 feet (measured 709.63 ft.) to an existing iron pin; Thence turn left a deed angle of 64°15' (measured 64°41'45") and run Northeasterly a deed distance of 973.7 feet (measured 968.61 ft.) to an existing iron pin; Thence turn left a deed angle of 75°00' (measured 74°55'06") and run N.48°06'W. a measured distance of 334.43 feet to an existing iron pin, this being the POINT OF BEGINNING; From the Point of Beginning thus obtained, run N.48°07'55"W. a distance of 449.86 feet; Thence run S.42°05'16"W. a distance of 221.0 feet; Thence run N.49°09'59"W. a distance of 200.0 feet along the center of a paved drive to the Southeasterly right-of-way line of Valleydale Road as it exists this date; Thence run S.48°29'44"W. along said existing right-of-way line a distance of 123.71 feet to an existing iron pin; Thence leaving said right-of-way, run S.36°09'17"E. a measured distance of 339.87 feet (deed 364.4 ft.) to an existing iron pin; Thence run N.56°07'44"E. a measured distance of 207.79 feet to an existing iron pin; Thence run S.10°45'01"E. a measured distance of 353.57 feet to an existing iron pin; Thence run N.41°54'53"E. a deed distance of 431.40 feet (measured 431.30 feet) to an existing iron pin, this being the POINT OF BEGINNING. Containing 4.2 acres, more or less.

EXHIBIT B

A portion of land situated in the West 1/2 of the S.E.1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of the S.W.1/4 of the S.E.1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run Easterly along the South line of said 1/4-1/4 section a deed distance of 710 feet (measured 709.63 ft.) to an existing iron pin; Thence turn left a deed angle of 65°15' (measured 64°41'45") and run Northeasterly a deed distance of 973.7 feet (measured 968.61 ft.) to an existing iron pin; Thence turn left a deed angle of 75°00' (measured 74°55'06") and run N.48°06'W. a measured distance of 334.43 feet to an existing iron pin; Thence run N.48°07'55"W. a distance of 449.86 feet to the POINT OF BEGINNING; Thence continue along the last described course a measured distance of 200.0 feet to an existing iron pin on the Southeasterly right-of-way line of Valleydale Road as it exists this date, said right-of-way line being in a curve to the right running Southwesterly, having a radius of 717.48 feet and a central angle of 15°12'15"; Thence from the last described course, turn left and run Southwesterly along said right-of-way line an arc distance of 190.39 feet; Thence continue along said existing right-of-way line, tangent to said curve, S.48°29'44"W. a distance of 35.06 feet to the center of an existing paved driveway; Thence leaving said existing right-of-way, run S.49°09'59"E. along the center of said drive and extended distance of 200.0 feet; Thence run N.42°05'16"E. a distance of 221.0 feet to the POINT OF BEGINNING. Containing 1.0 acre, more or less.

EXHIBIT C**LEGAL DESCRIPTION**
Joint Driveway Maintenance and Use Agreement

Commence at the Southwest corner of the S.W.1/4 of the S.E.1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run Easterly along the South line of said 1/4-1/4 section a deed distance of 710 feet (measured 709.63 ft.) to an existing iron pin; Thence turn left a deed angle of $64^{\circ}15'$ (measured $64^{\circ}41'45''$) and run Northeasterly a deed distance of 973.7 feet (measured 968.61 ft.) to an existing iron pin; Thence turn left a deed angle of $75^{\circ}00'$ (measured $74^{\circ}55'06''$) and run N.48 06'W. a measured distance of 334.43 feet to an existing iron pin; Thence run N.48°07'55"W. a distance of 449.86 feet; Thence run S.42°05'16"W. a distance of 221.0 feet; Thence run N.49°09'59"W. a distance of 70.00 feet to the POINT OF BEGINNING of the centerline of a 15 foot wide Joint Use Driveway Easement, said easement lying 7.5 feet on each side of the centerline herein described; From the Point of Beginning thus obtained, continue along the last described course a distance of 130.0 feet to the Southeasterly right-of-way line of Valleydale Road and the end of said centerline and easement.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/23/2023 11:36:01 AM
\$37.00 PAYGE
20230623000186970

Allen S. Beal