

EASEMENT AND JOINT DRIVEWAY AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

AGREEMENT made and entered into this the 20th day of July, 2023, by and between **TODD M. LANKFORD and JENNIFER PAIGE LANKFORD**, hereinafter referred to as Owners of Parcel A and **DONOVAN BUILDERS, LLC**, hereinafter referred to as Owner of Parcel B and Parcel C, and **JACK DONOVAN and MICHELLE DONOVAN**, hereinafter referred to as Owner of Parcel D.

WITNESSETH:

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

Lot 1, according to the Survey of Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.

Property Address: **4213 Highway 36, Chelsea, AL 35043**

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 Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.

Property Address: **4217 Highway 36, Chelsea, AL 35043**

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

Lot 3, according to the Survey of Chelsea Cove, as recorded in Map Book 56, Page 71, in the Probate Office of Shelby County, Alabama.

Property Address: **4203 Highway 36, Chelsea, AL 35043**

and,

WHEREAS, the Owner of Parcel D is the owner of the following described Easement as recorded in **Instrument Number 20180209000044170**, situated in Shelby County, Alabama, viz:

A 15' easement for ingress and egress lying 15' South of and parallel to the following described line:

Commence at the SW corner of the NW ¼ of the SW ¼ of Section 1, Township 20 South, Range 2 West; thence run N 89°45'48" E along the South line of said ¼ ¼ Section for 449.49'; thence run N 11°25'42" W for 227.57' to the point of beginning; thence S 78°39'19" E for 305.13'; thence N 68°40'00" E for 281.00' to the westerly right of way line of Shelby County Highway 36 and the point of termination of said easement. Situated in Shelby County, Alabama.

and,

WHEREAS, there is presently located on the properties of Owner of Parcel A, Owner of Parcel B, Owner of Parcel C and Owner of Parcel D, a driveway which services

the properties of the parties hereto. A copy of the "easement sketch" which depicts the driveway is attached hereto as **EXHIBIT "A"**; and, described as follows, to-wit:

A 20' wide easement for ingress and egress across Lot 3 of Chelsea Cove as recorded in Map Book 56, Page 71 in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follows:

Commence at the easterly most point on Lot 3 of Chelsea Cove as recorded in Map Book 56, Page 71 in the Office of the Judge of Probate, Shelby County, Alabama, said point lying on the westerly right of way line of Shelby County Highway 36; thence N 19°11'30" W along said right of way a distance of 5.68' to the Point of Beginning; thence S 69°06'29" W a distance of 149.83'; thence S 72°59'18" W a distance of 76.11' to the point of a curve to the right with a radius of 273.72', and a central angle of 23°27'55", with a chord bearing of S 84°43'16" W, with a chord length of 111.32', thence along said curve an arc length of 112.10'; thence N 81°42'57" W a distance of 145.30'; thence N 81°22'16" W a distance of 31.79'; thence N 82°45'58" W a distance of 29.40'; thence N 83°29'20" W a distance of 79.61' to the point of a curve to the right with a radius of 113.68', and a central angle of 35°45'28", with a chord bearing of N 65°36'36" W, with a chord length of 69.80', thence along said curve an arc length of 70.94' to the southerly line of Lot 2 and the Point of Termination.

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

WHEREAS, the Owner of Parcel C has 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; and,

WHEREAS, the Owner of Parcel D has agreed to grant and convey to the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C, 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 Owner 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 Owner 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 Owner 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 property owned by the Owner of Parcel C.
4. The Owner of Parcel D hereby grants, bargains, sells and conveys to the Owner of Parcel A, Owner of Parcel B and Owner 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 D.

5. The Owner of Parcel A hereby covenants and agrees to pay One-Third (1/3) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.

6. The Owner of Parcel B hereby covenants and agrees to pay One-Third (1/3) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.

7. The Owner of Parcel C hereby covenants and agrees to pay One-Third (1/3) of all expenses incurred in connection with the maintenance of the driveway now located on the above-described properties.

8. Neither the Owner of Parcel A nor the Owner of Parcel B, nor the Owner of Parcel C, will undertake any improvement or maintenance of said driveway without the consent and approval of the other parties hereto.

9. The Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C, shall have shared responsibility in the liability insurance on the shared driveway.

10. 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}

20th IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of July, 2023.

OWNER OF PARCEL A:


TODD M. LANKFORD

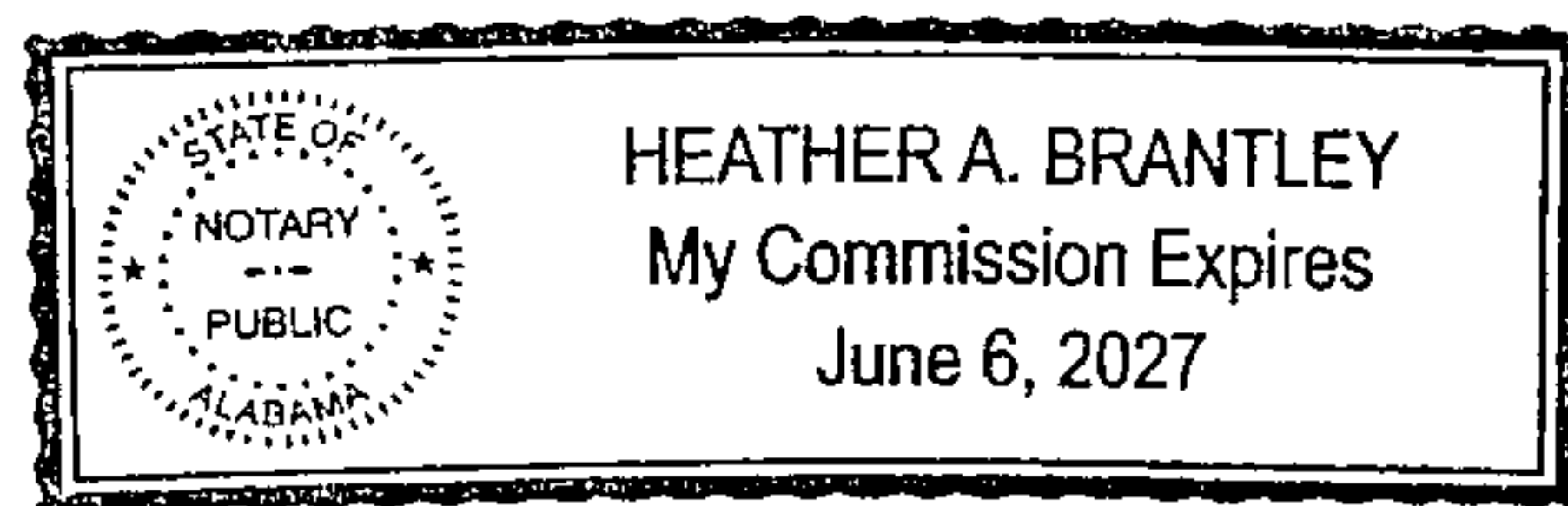

JENNIFER PAIGE LANKFORD

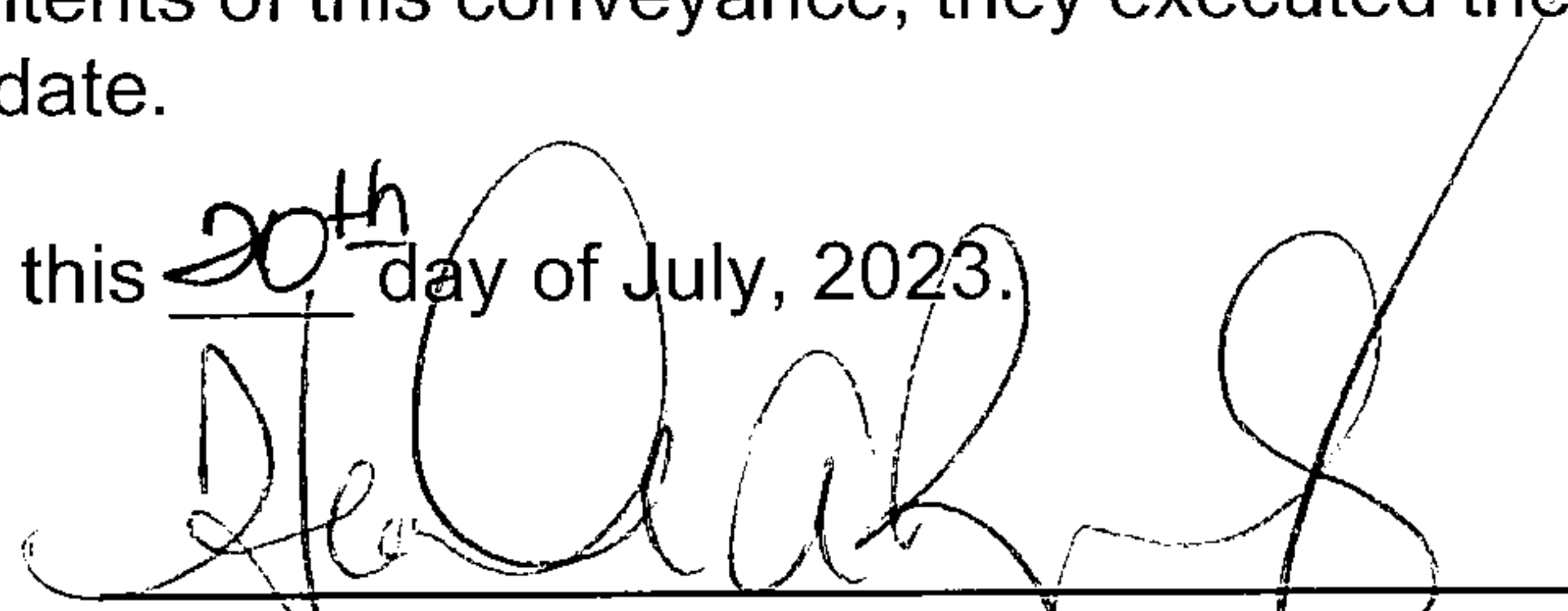
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TODD M. LANKFORD and JENNIFER PAIGE LANKFORD**, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of July, 2023.




Notary Public
My Commission Expires: 6-6-27

20 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day of July, 2023.

OWNERS OF PARCEL D:



JACK DONOVAN



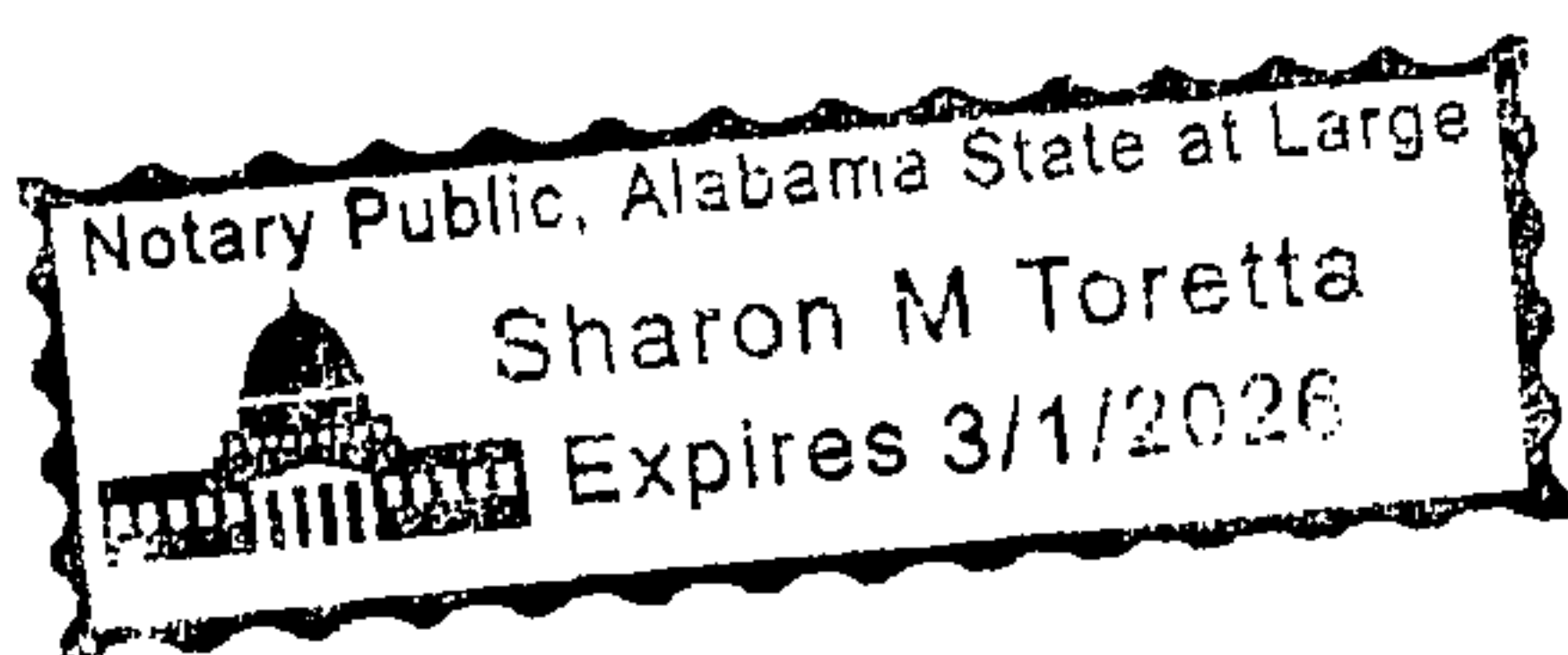
MICHELLE DONOVAN

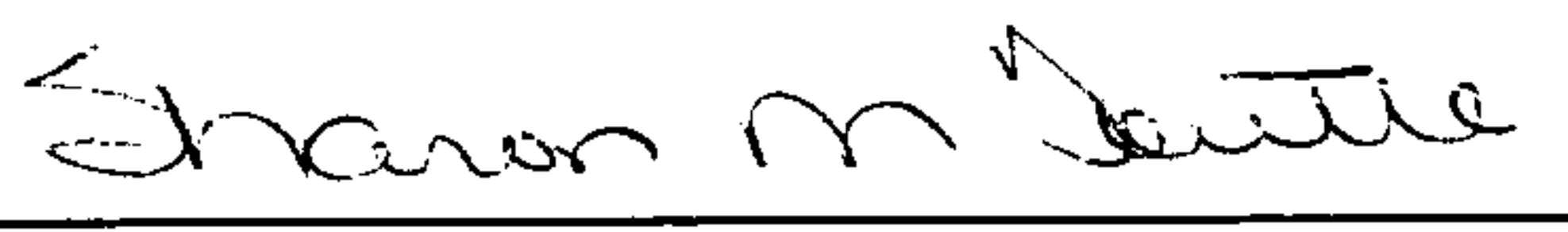
STATE OF ALABAMA

COUNTY OF SHELBY

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

Given under my hand and official seal this 20th day of July, 2023.





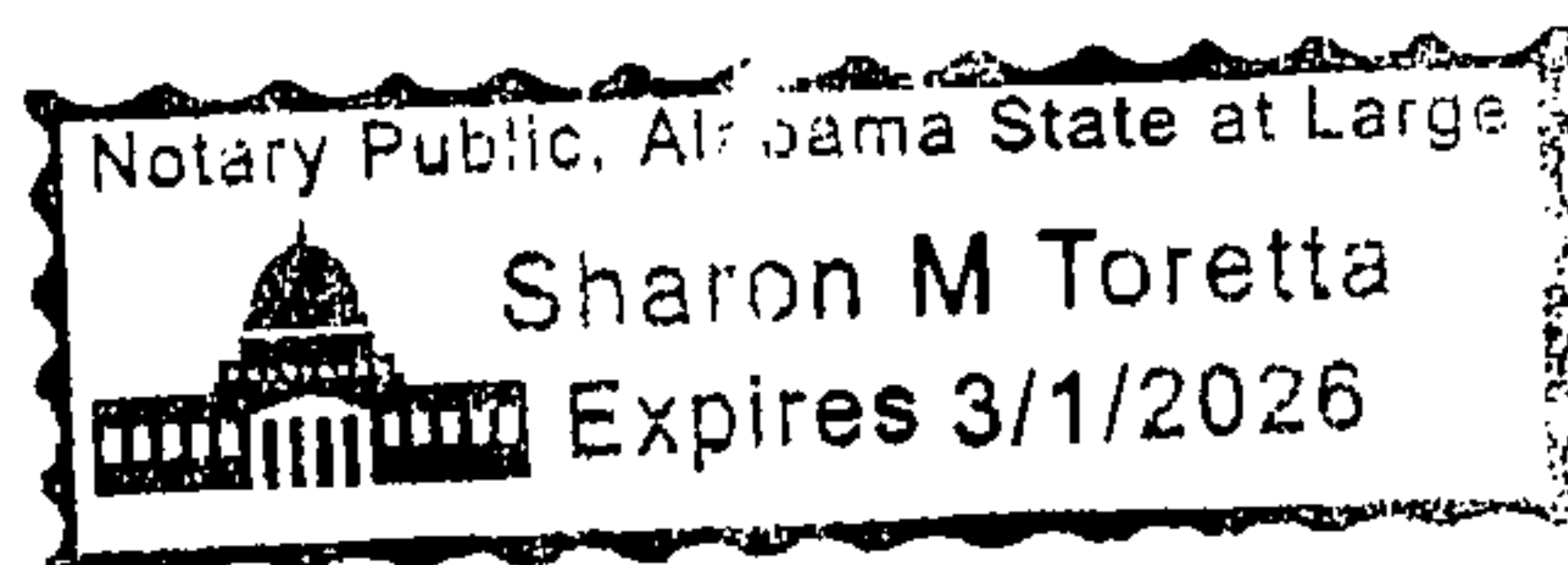
Notary Public
My Commission Expires: 3/1/2026

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that **MICHELLE DONOVAN**, 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 20th day of July, 2023.





Notary Public
My Commission Expires: 3/1/2026

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

20 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of July, 2023.

OWNER OF PARCEL B and C:

DONOVAN BUILDERS, LLC



BY: Jack Donovan
ITS: Member



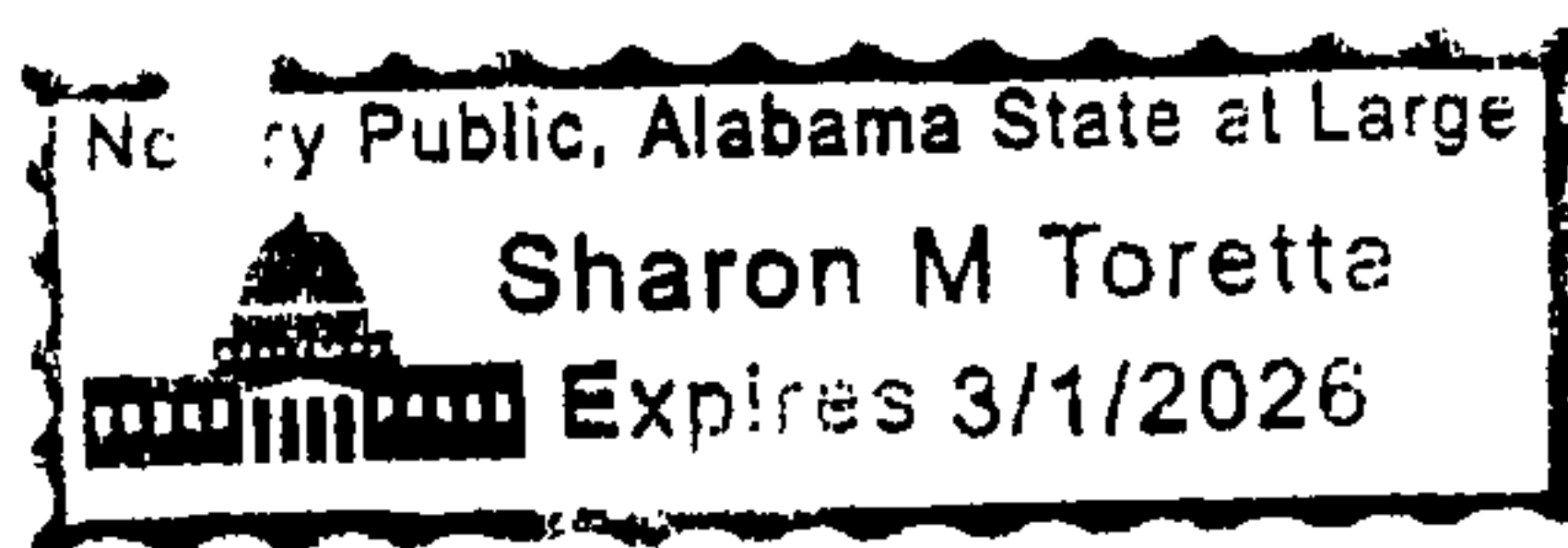
BY: Michelle Donovan
ITS: Managing Member

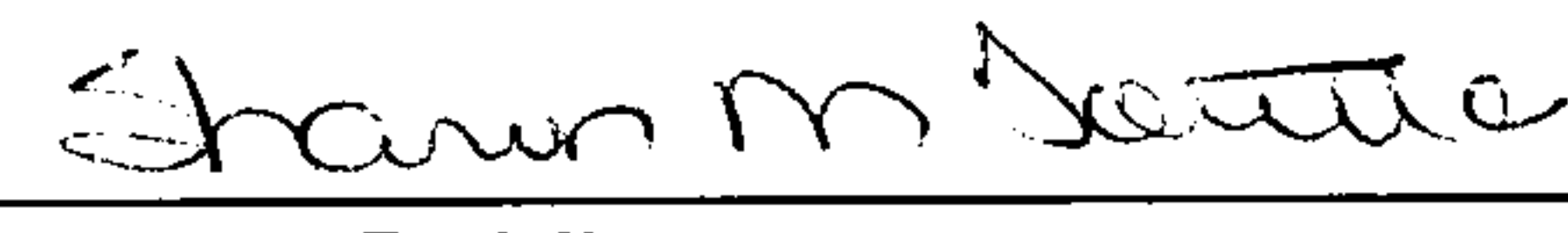
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack Donovan**, whose name as **Member** of **Donovan Builders, LLC**, 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 this instrument, he, as such officer 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 20th day of July, 2023.





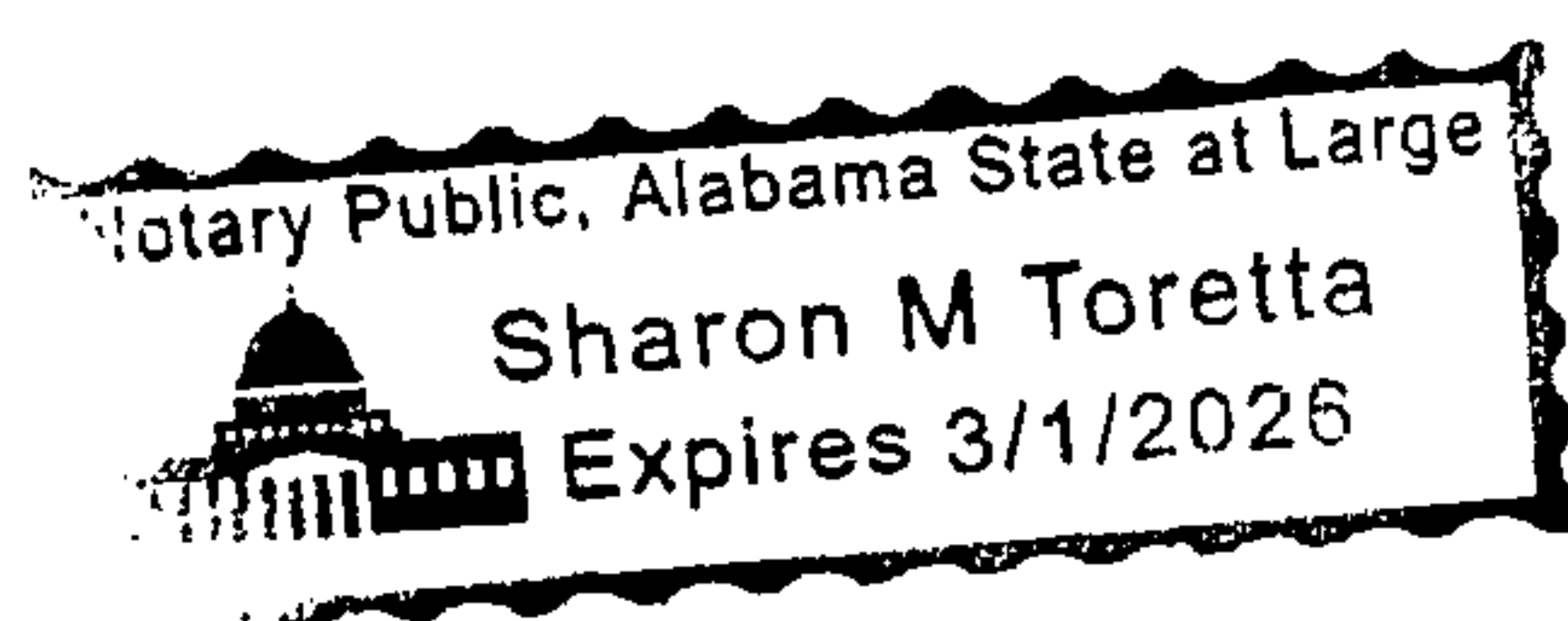
Notary Public
My Commission Expires: 3/1/2026


STATE OF ALABAMA

COUNTY OF SHELBY

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

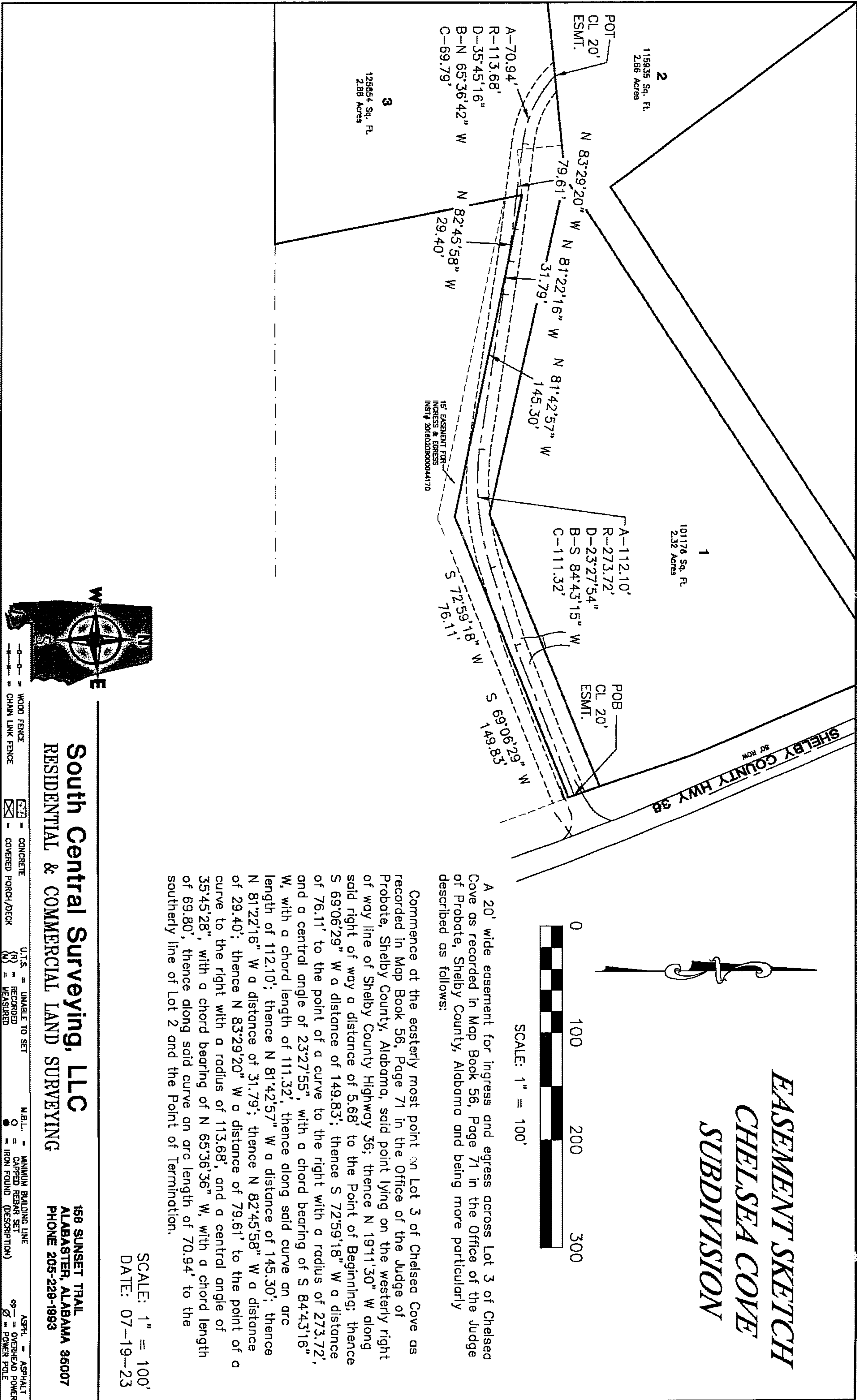
Given under my hand and official seal this 20th day of July, 2023.





Notary Public
My Commission Expires: 3/1/2026

EXHIBIT "A"



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
08/14/2023 11:31:52 AM
\$41.00 PAYGE
20230814000244690

Alli S. Bayl

