

\$500

This Instrument prepared by:  
Don F. Wiginton, Esq.  
3 Office Park Circle, Suite 240  
Birmingham, Alabama 35223-2513

Shelby County, AL 01/02/2013  
State of Alabama  
Deed Tax: \$.50

Send Tax Notice to:  
Robert L. Black, III  
2310 Hunters Cove  
Vestavia Hills, Alabama 35216

## **EASEMENT DEED**

STATE OF ALABAMA )

COUNTY OF SHELBY )



20130102000001340 1/2 \$15.50  
Shelby Cnty Judge of Probate, AL  
01/02/2013 01:20:18 PM FILED/CERT

It is hereby agreed that Morris W. Cochran and wife, Candace Greene Cochran, hereinafter called Grantors, for in consideration of One Dollar (\$1.00) and other valuable consideration herein paid by Robert L. Black, III, an unmarried man, hereinafter called Grantee, do grant, sell, and convey unto Grantee an easement and right-of-way upon and across:

A parcel of land in Shelby County, Alabama, described as follows:

Begin at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 20 South, Range 1 West, in Shelby County, Alabama; run North 0° 30' 00" West along the West line of said 1/4 1/4 Section for a distance of 561.14 feet to an iron pipe; run North 39° 59' 59" East for a distance of 273.40 feet to an iron pipe; run South 37° 27' 12" East for a distance of 700.00 feet to an iron pipe on the Northwestern right of way of Shelby County Highway #36; turn an angle to the right of 90° 36' 52" to the chord of a curve to the left having a radius of 532.33 feet, a central angle of 28° 49' 16" a chord length of 264.96 feet, and a chord bearing of South 53° 09' 40" West; run along said curve being the Northwestern right of way of said County Highway #36 for a distance of 267.77 feet to an iron pipe; run South 81° 42' 34" West for a distance of 388.52 feet to point of beginning.

The easement is more particularly described as follows:

A 30 foot easement for ingress, egress, drainage and utilities lying 15 feet each side of and parallel to the following described centerline:

Commence at the Southwest Corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said 1/4-1/4 section, a distance of 484.44 feet to the Point of Beginning; thence turn an angle to the right of 130°40'55" and run southeasterly a distance of 576.99 feet to a point on the northwesterly right of way line of Shelby County Highway No. 36 and the Point of Termination.

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the paved highway lying south of Grantors' property described above and the property of Grantee which adjoins the property Grantors to the north. The easement is to be used as a joint driveway between the property of Grantors and Grantee, and either party may improve and asphalt said driveway at their own expense or the parties may enter into a separate agreement to share the cost of any improvements and modification of said driveway.

The easement, rights and privileges herein granted shall be perpetual. Grantors hereby binds themselves, their heirs, and legal representatives, to warrant and forever defend the above described easement and rights to Grantee, his successors, and assigns, against every person whomsoever

lawfully claiming or to claim the same or any part thereof

The easement, rights, and privileges granted herein are exclusive, and Grantors covenants that they will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

The Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this the \_\_\_<sup>th</sup> day of December 2012.

*Morris W. Cochran*

Morris W. Cochran

*Candace Greene Cochran*

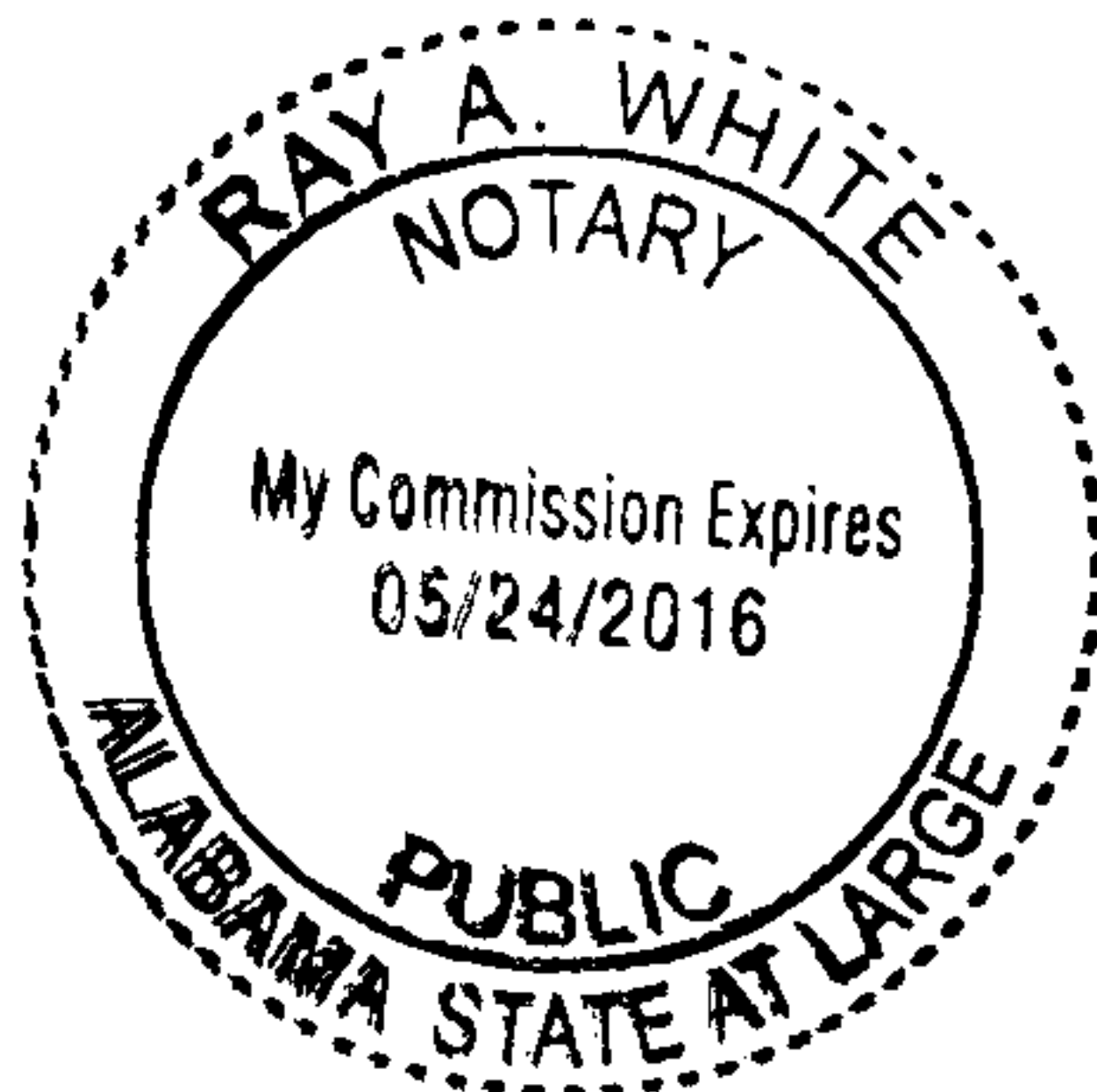
Candace Greene Cochran

Acknowledgment

STATE OF ALABAMA )  
JEFFERSON COUNTY )  
SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Morris W. Cochran and wife, Candace Greene Cochran, whose names are signed to the foregoing conveyance, and who are known to me, acknowledge 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 2<sup>nd</sup> day of ~~December 2012~~ <sup>January</sup> 2013



*Ray A. White*  
Notary Public  
My commission expires: 5-24-16

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