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THIS INSTRUMENT WAS PREPARED BY:
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STATE OF ALABAMA
COUNTY OF SHELBY

ENTRANCE AND DRIVEWAY EASEMENT AND AGREEMENT

WHEREAS, TIMOTHY DAVID NORTHCUTT is the current owner of the following described real estate located in Shelby County, Alabama, to wit:

PARCEL I:

Commence at a point on the North right of way line of U.S. Highway #280 and the West line of East half of the West 330 feet of the Northwest quarter of the Northeast quarter, Section 30, Township 19 South, Range 1 East; thence run North a distance of 490 feet to the point of beginning; thence continue North along the same course a distance of 255 feet, more or less, to the South boundary of the Chelsea Game Preserve property; thence run East along the South boundary of said Chelsea Game Preserve property a distance of 165 feet; thence run South 255 feet, more or less, to a point due East of the point of beginning; thence run West 165 feet to the point of beginning. Situated in Shelby County, Alabama.

AND WHEREAS, Brenda T. Sears, a widow, as Executrix of the Estate of David Lawrence Cockerham, Shelby County Probate Court Case No. PR-2021-000491, Sherry Northcutt Hullett and Gennie Ray Hullett, wife and husband, are the owner's of the following real property:

A 30 FOOT PROPOSED EASEMENT BEING 15 FEET IN EQUAL WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE AND ALSO BEING THE CENTERLINE OF AN EXISTING GRAVEL DRIVE (Lark Lane): Commence at a half inch pipe in place being the Northeast corner of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 89 degrees 43 minutes 40 seconds West along the North boundary of said section for a distance of 2659.73 feet to an angle iron in place being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth of said Section 30; thence proceed South 01 degrees 20 minutes 07 seconds East along the West boundary of said quarter-quarter section for a distance of 978.26 to a point on the Northerly right-of-way of old U.S. Highway 280; thence proceed South 70 degrees 46 minutes 19 seconds East along the Northerly right-of-way of said highway for a distance of 15.04 feet to the centerline of said existing gravel drive (Lark Lane) and the point of beginning of said proposed 30 foot easement. From this beginning point proceed North 11 degrees 02 minutes 00 seconds East along the centerline of said 30 foot proposed easement and along the centerline of said existing gravel drive (Lark Lane) for a distance of 145.79 feet; thence proceed North 04 degrees 43 minutes 26 seconds East along the centerline of said 30 foot proposed easement and along the centerline of said existing gravel drive (Lark Lane) for a distance of 92.21 feet; thence proceed North 14 degrees 33 minutes 49 seconds East along the centerline of said 30 foot proposed easement and along the centerline of said existing gravel drive (Lark Lane) for a distance of 55.69 feet; thence proceed North 23 degrees 27 minutes 32 seconds East along the centerline

of said 30 foot proposed easement and along the centerline of said existing gravel drive (Lark Lane) for a distance of 45.80 feet; thence proceed North 28 degrees 47 minutes 06 seconds East along the centerline of said 30 foot proposed easement and along the centerline of said existing gravel drive (Lark Lane) for a distance of 150.43 feet to the termination of said 30 foot proposed easement.

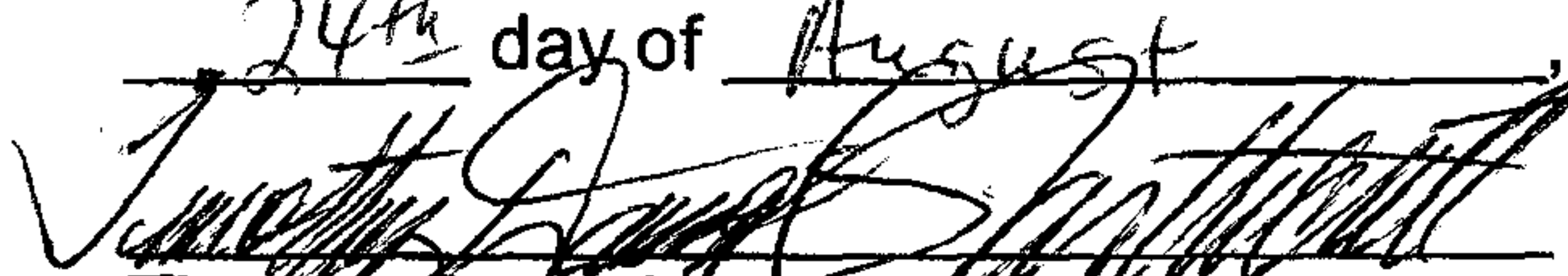
AND WHEREAS, the aforementioned parties wish to form an agreement consisting of a perpetual easement for ingress and egress to the properties mentioned herein and an agreement of maintenance between the parties; and

NOW THEREFORE, TIMOTHY DAVID NORTHCUTT is the owner of PARCEL 1, and for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey a perpetual easement to the established driveway from the county road, Lark Lane, and obtain access to PARCEL 1 through the access granted by Brenda T. Sears, a widow, as Executrix of the Estate of David Lawrence Cockerham, Shelby County Probate Court Case No. PR-2021-000491, and Sherry Northcutt Hullett and Gennie Ray Hullett, wife and husband

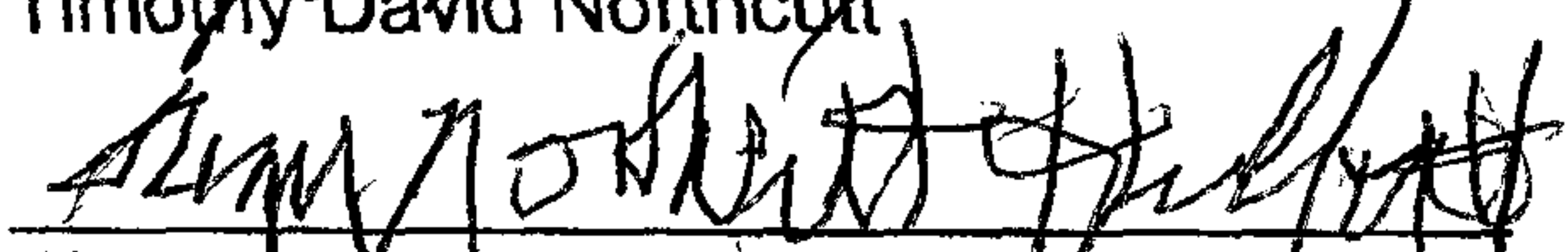
ADDITIONALLY, for the consideration received, the parties agree to maintain the driveway in equal portions. It is understood that said easement is solely for the purpose of entry via a driveway. Brenda T. Sears, a widow, as Executrix of the Estate of David Lawrence Cockerham, Shelby County Probate Court Case No. PR-2021-000491, Sherry Northcutt Hullett and Gennie Ray Hullett, wife and husband, and Timothy David Northcutt and Serena Ann Northcutt, husband and wife, and the perpetual parties in interest shall assume any and all costs associated with the establishment and maintenance of said driveway. Said maintenance cost shall be shared equally between the parties. All unpaid maintenance costs shall constitute a lien against said properties.

ADDITIONALLY, it is further agreed between the parties hereto that this agreement shall be binding upon them, their grantees, executors, administrators, heirs, devisees, successors, or assigns and shall constitute and be construed as an easement and driveway running with the said real estate.


IN WITNESS WHEREOF, the parties have hereunto set their hand and seals, on this the 24th day of August, 2021.


Timothy David Northcutt


Serena Ann Northcutt


Sherry Northcutt Hullett

Gennie Ray Hullett
Gennie Ray Hullett


Brenda T. Sears, as Executrix of the Estate of David Lawrence Cockerham, Shelby County Probate Court Case No. PR-2021-000491

STATE OF ALABAMA
COUNTY OF Talladega

I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Timothy David Northcutt and wife, Serena Ann Northcutt, whose names are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of September, 2021.

Alaine G. Love
Notary Public
My Commission Expires: 10/31/2023

STATE OF ALABAMA
COUNTY OF Talladega

I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Sherry David Northcutt and husband, Gennie Ray Hullett, whose names are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27 day of August, 2021.

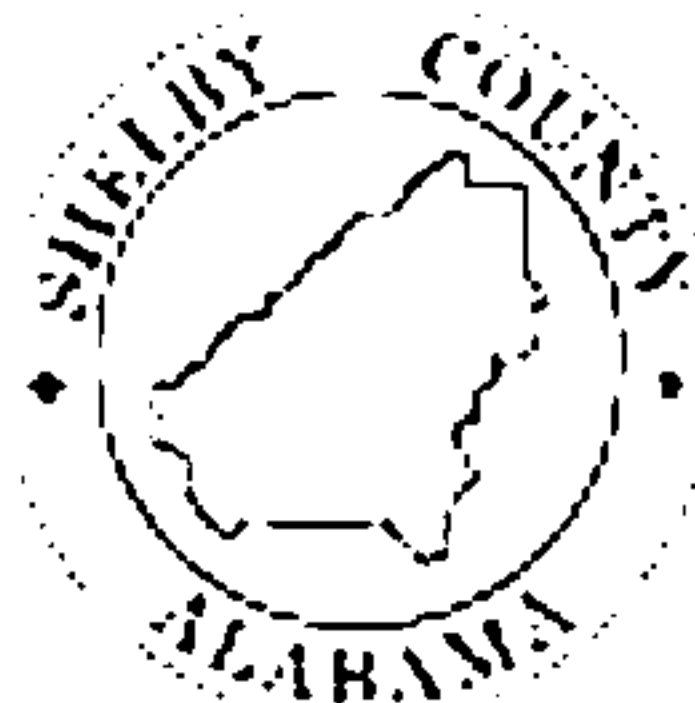
Melody Haynes
Notary Public
My Commission Expires: 11/26/2022

STATE OF ALABAMA
COUNTY OF Talladega

I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Brenda T. Sears, whose name as Executrix of the Estate of David Lawrence Cockerham, Shelby County Probate Court Case No. PR-2021-000491, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, she, as such Executrix and with full authority, executed the same voluntarily on the day the same bears date on behalf of the Estate of David Lawrence Cockerham.

Given under my hand and official seal, this 24 day of August, 2021.

Melody Haynes
Notary Public
My Commission Expires: 11/26/2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/15/2021 08:59:39 AM
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Alaine S. Boyd