

STATE OF ALABAMA)

SHELBY COUNTY)

CORRECTIVE

DRAINAGE EASEMENT AND AUTHORIZATION

This Drainage Easement and Authorization made this 29th day of JUNE, 1994 by and between ROBERT G. FAULKNER A/K/A R. GLENN FAULKNER and wife, JOAN FAULKNER (herein collectively, "Faulkner") and MICHAEL H. STRONG (herein "Strong").

WHEREAS, Faulkner is the owner of certain real property located in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4, both in Section 24, Township 18 South, Range 1 East (the "Faulkner Property"); and

WHEREAS, Strong is the owner of certain real property described on Exhibit "A" attached hereto and incorporated by reference herein and may in the future acquire certain real property located in the NW 1/4 of the NE 1/4 of Section 25, Township 18 South, Range 1 East, Shelby County, Alabama (herein collectively, the "Strong Property"); and

WHEREAS, there exists a roadway over which Strong and the Strong Property owns an easement which road is described in Instrument #1993-35373 in the Office of the Judge of Probate of Shelby County, Alabama (the "Easement"); and

WHEREAS, there exists a natural drain (the "Natural Drain") flowing in a northerly direction from the Strong Property, across the Easement and to the Faulkner Property; and

WHEREAS, in conjunction with Strong's use of the Easement and the Strong Property and to the roadway existing thereon (the

Inst # 1994-25718

Inst # 1994-27188

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"Road") and due to the Natural Drain, it is necessary to install pipe(s) under the road in order to prevent damage to the road; and

WHEREAS, the parties are desirous of entering an agreement detailing the parties' rights and obligations in the premises.

NOW, THEREFORE, in consideration of good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Strong shall be entitled to install pipe(s) under the Road in order to channel the Natural Drain onto the Faulkner Property. (The Natural Drain already drains on the Faulkner Property).

2. Faulkner acknowledges that the installation of the pipe(s) may in fact increase the flow of silt and mud onto the Faulkner Property. Strong shall use reasonable efforts to prevent the flow of silt and mud onto the Faulkner Property such efforts including, but not limited to, grassing of the Natural Drain.


3. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and shall be perpetual and run with the Strong Property and the Faulkner Property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date and year first above written.

This is a corrective instrument correcting that certain instrument recorded in Instrument #1994-25718 in order to attach Exhibit "A" to the instrument which was inadvertently left off of the initial filing.


Robert G. Faulkner a/k/a
R. Glenn Faulkner


Joan Faulkner


Michael H. Strong

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that ROBERT G. FAULKNER A/K/A R. GLENN FAULKNER and wife, JOAN FAULKNER, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, they have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of June 94, 1994.

Sharon B. B...
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES SEPTEMBER 5, 1995

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that MICHAEL H. STRONG, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of June, 1994.

[Signature]
Notary Public
My Commission Expires: 3.1.98

Inst # 1994-25718

EXHIBIT A

PARCEL 1:

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 26, Township 18 South, Range 1 East.

The East Half (E 1/2) of Section 25, Township 18 South, Range 1 East, LESS AND EXCEPT the East half of the Southeast Quarter of the Southeast Quarter (E 1/2 of SE 1/4 of SE 1/4).

The West Half (W 1/2) of Section 25, Township 18 South, Range 1 East, LESS AND EXCEPT the North Half of the North Half of the Northwest Quarter (N 1/2 of N 1/2 of NW 1/4).

PARCEL 2:

Begin at the NE corner of Section 36, Township 18 South, Range 1 East, Shelby County, Alabama; thence run Westerly along the North line of said Section a distance of 1,334.32 feet to the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 36, thence turn an angle of 93° 09' 30" to the left and run Southerly along the West line of said 1/4 - 1/4 a distance of 210.0 feet to a point; thence turn an angle of 86° 51' 20" to the left and run easterly a distance of 1,339.20 feet to a point on the east line of Section 36; thence turn an angle of 94° 28' 40" to the left and run Northerly a distance of 210.0 feet to the point of beginning.

Less and except property previously conveyed.

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