

STATE OF ALABAMA )  
SHELBY COUNTY )

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That J. Harris Development Corporation and Cedarbend Properties, Inc. are the owners of tract of land described on Exhibit A and hereby incorporated by reference as though fully set out herein.

AND, J. Harris Development Corporation and Cedarbend Properties, Inc. desire to create an easement for drainage on the property described on Exhibit A.

NOW THEREFORE, in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, J. Harris Development Corporation and Cedarbend Properties, Inc. do hereby grant, bargain and sell unto one another its heirs and assigns forever an easement for drainage as described on Exhibit A.

Said easement hereby granted to run with the land of all the parties herein-above described.

This easement was prepared with information provided by the grantors/grantees and relied upon by John R. Holliman. No title search was performed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 25th day of June, 1998.

J. Harris Development Corporation

Jack A. Harris  
Jack A. Harris-President

Cedarbend Properties, Inc.  
John D. Joseph  
John Joseph

07/08/1998-25695  
09:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HEL 14.00

Inst # 1998-25695

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack A. Harris whose name as President of J. Harris Development Corporation is signed to the fore-going Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement Agreement executed the same voluntarily and with full authority as said officer of said corporation on the day the same bears date.

  
Notary Public

829-98

MY COMMISSION EXPIRES AUGUST 29, 1999

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Joseph whose name as President of Cedarbend Properties, Inc. is signed to the fore-going Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement Agreement executed the same voluntarily and with full authority as said officer of said corporation on the day the same bears date.

  
Notary Public

829-98

MY COMMISSION EXPIRES AUGUST 29, 1999

Exhibit "A"

JUN-22-98 MON 01:43 PM CARR & ASSOCIATES

205 6649685

P. 02



**CARR & ASSOCIATES ENGINEERS, INC.**

2052 Oak Mountain Drive • Pelham, Alabama 35124

Ben F. Carr, Jr., P. E. / L.S.

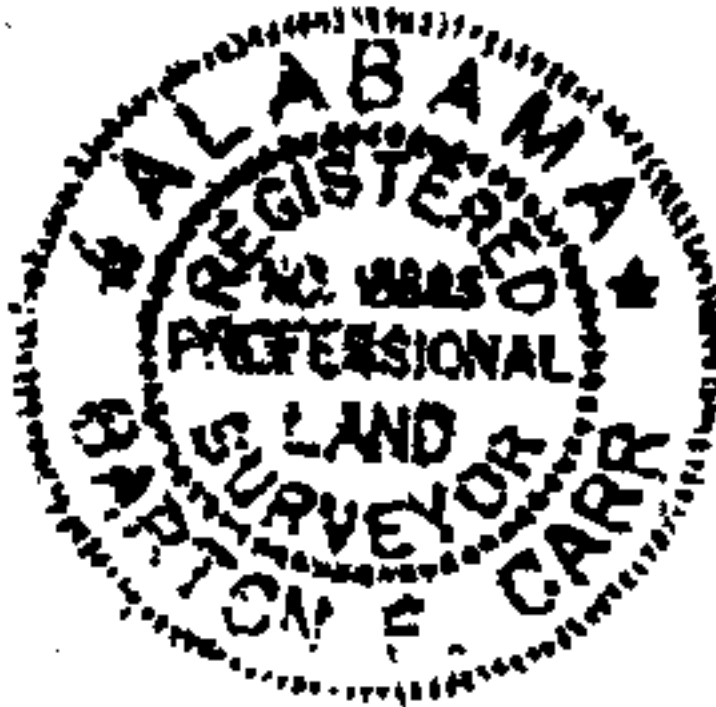
FAX: 205/664-9685

205/664-8498


#### EASEMENT DESCRIPTION

An easement twenty feet wide which centerline is defined as follows:

Commence at the Southeast corner of Lot 40 of Hickory Point as recorded in Map Book 23, Page 43 in the Office of the Judge of Probate of Shelby County, Alabama, being the Point of Beginning along the West Right-of-Way of Shelby County Highway 281 (Roy Drive); thence run Northwesterly along the rear lot lines of Lots, 39, 38, 37, 36, 35 and 34 a distance of 540.01 feet to the Southwest Corner of Lot 34 at the Termination of the easement herein described. It is the intent of this easement description to extend the side lines of the easement Westerly to the East line of Lot 29 and Easterly to the West line of Roy Drive.



Prepared by

  
Bart Carr  
AL PLS No. 16685  
June 22, 1998

Inst # 1998-25695

07/08/1998-25695  
09:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HEL 14.00