

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

AMENDED EASEMENT FOR SURFACE WATER DRAINAGE

This Amended Easement for Surface Water Drainage is made as of the 20th day of JANUARY, 1999, by and between Storage USA SING, LLC, a Maryland limited liability company (hereinafter "SING") and GREY SHOAL, LLC, an Alabama limited liability company (hereinafter "Grey Shoal").

RECITALS:

An Easement recorded in Instrument # 1998-18978, in the Office of the Judge of Probate of Shelby County, Alabama was granted for surface water drainage in favor of Grey Shoal, its heirs, successors and assigns. Said Easement encumbered Lot 2 of the Regions Bank at 280 Survey recorded in Map Book 23, Page 40, Shelby County, Alabama (the "Property"). SING has consummated the purchase the Property and is constructing a self-storage facility on the Property. During construction, it was determined that the location of the easement needs to be amended in order to properly place the drainage structure which will drain water from certain parts of property owned by Grey Shoal toward and through the Property. SING and Grey Shoal hereby agree to the amend the easement as follows:

AGREEMENT

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. SING reaffirms its grant of a non-exclusive, perpetual easement for drainage, discharge, and flowage of surface water from the portion of property used by Grey Shoal over, through and across the Property; however, the location of said easement has been amended and is described on Exhibit 1 attached hereto.

2. SING is constructing and installing a drainage system in the easement which is sized in such manner so as to carry the surface water from the property owned by Grey Shoal through said drainage system. The discharge of water so collected in the drainage system is being located at a point and in an area where the surface water would have naturally and normally collected before the construction of the drainage system.

3. It is understood that this easement is for the drainage of surface water only.

4. The easement granted herein shall be for the non-exclusive use and benefit of Grey Shoal, its successors and assigns, and shall run with the land.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20th day of

January, ~~1999~~
1998.

GREY SHOAL, LLC
an Alabama limited liability company

By: _____

Its: MEMBER

Storage USA SING, LLC
a Maryland limited liability company

By: **SING LTD. CO., Manager**

By: **WLW Corporation, Manager**

By: [Signature]
Webb L. Wallace, President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Sherry H. Lassiter, a Notary Public in and for said County in said State, hereby certify that C. D. Weaver Jr., whose name as member of Grey Shoal, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 20th day of January, 1998.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires: 12/2/01

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

I, MARY SANTIKOS, a Notary Public in and for said County in said State, hereby certify that **Webb L. Wallace**, whose name as President of **WLW Corporation**, as Manager for **SING LTD. CO.**, as manager for **Storage USA SING, LLC**, a Maryland limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 7th day of December, 1998.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires: 8-19-2000

EXHIBIT 1

STORM SEWER LEGAL DESCRIPTION

A 15 foot storm sewer easement situated in the Southwest quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, being a part of Lot 2 A according to the Sing 280 Survey as recorded in Map Book 23, Page 161 in the Probate Office of Shelby County, said easement lying 7.5 feet on each side of and parallel to the following described centerline:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a Northerly direction along the East line of said quarter-quarter section and along the East line of Lot 2 A of the Sing 280 Survey, as recorded in Map Book 23, Page 161, in the Probate Office of Shelby County, Alabama, 258.90 feet to the Point of Beginning of the herein described centerline; thence deflect $90^{\circ}45'33''$ and run to the left in a Westerly direction 251.70 feet; thence deflect $91^{\circ}21'24''$ and run to the right in a Northerly direction 106.02 feet; thence deflect $01^{\circ}06'33''$ and run to the left in a Northerly direction 100.00 feet; thence deflect $53^{\circ}59'28''$ and run to the left in a Northwesterly direction 116.49 feet; thence deflect $53^{\circ}55'47''$ to the right and run in a Northerly direction 27.50 feet; thence deflect $44^{\circ}25'10''$ to the left and run in a Northwesterly direction a distance of 42.00 feet to the North line of said Lot 2A and the end of herein described centerline.

Inst # 1999-04115