

CORRECTIVE CONSERVATION EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)



20090521000191750 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
05/21/2009 10:17:49 AM FILED/CERT

This CORRECTIVE CONSERVATION EASEMENT is signed this 7th day of May, 2009, between Douglas Dickinson and Barbara Dickinson, husband and wife, with an address of 2020 Lake Heather Drive, Birmingham, AL 35243; National Farmers Trust, LLC, an Alabama limited liability company, with an address of 9 Office Park Circle Suite 102, Birmingham, AL 35223, and the trustees of the Douglas S. Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust.

R E C I T A L S

WHEREAS, effective July 7, 2008 the Douglas S Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust, as tenants in common, Executed a Conservation Easement in favor of the National Farmers Trust, LLC, (hereinafter called the "Trust") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20080707000273270 (the "easement") That covers property described in such Easement; and

WHEREAS, Douglas Dickinson and Barbara Dickinson, husband and wife, as Joint tenants with rights of survivorship, not Douglas S. Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust, as tenants in common, Should have been named as the Owner under the Easement; and

WHEREAS, the Easement is being amended to reflect that the Owner is Douglas Dickinson and Barbara Dickinson, husband and wife, as joint tenants with right of Survivorship, and not Douglas S. Dickinson 2007 Revocable Trust and Barbara G. Dickinson 2007 Revocable Trust, as tenants in common;

WHEREAS, the acreage to be conserved, maintained and preserved as conservation area incorrectly refers to a Plat recorded in the Office of Judge of Probate Shelby County;

WHEREAS, the easement is being amended to reflect that the acreage to be conserved, maintained and preserved is that property that is described on the Boundary Survey that is recorded with the Easement.

Whereas, Douglas Dickinson, Barbara Dickinson, the trustees of the Douglas S. Dickinson 2007 Revocable Trust and the Barbara G. Dickinson 2007 Revocable Trust and National Farmer's Trust, LLC desire and have agreed to correct, the terms of the Easement.

NOW THEREFORE, in the consideration of the foregoing recitals and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Easement is hereby corrected to reflect that the Owner is Douglas Dickinson and Barbara Dickinson, husband and wife, as joint tenants with right of survivorship.

2. All references in the Easement to the Owner shall refer to Douglas Dickinson and Barbara Dickinson.

3. Paragraph B of the RECITALS is hereby corrected, amended and restated to read as follows:

B. Owner intends that 6.392 acres within the boundaries of the Property as more particularly described on the "Boundary Survey" prepared by Conservation Easement Consultants, Land Planning Services as set forth in the Easement (Instrument 20080707000273270, at page 16/16) be conserved, maintained and preserved as conservation area (the "Conservation Area").

4. All references in the Easement to the Plat shall mean the Boundary Survey.

5. Paragraph B of Article V: Covenants of Owner is hereby corrected, amended and restated to read as follows:

B. Title. Owner covenants and represents that Owner is the sole owner and is seized of the Conservation Area in fee simple, subject to (i) easements, encumbrances, restrictions, permits and rights-of-way of record, and (ii) encroachments, overlaps, boundary line disputes, adverse claims of possession or access; that the Conservation Area is free and clear of any and all encumbrances, except as aforesaid; and that Trust shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

6. Except as specifically modified herein, all terms and conditions of the Easement shall remain in full force and effect and are hereby ratified and confirmed.

7. This agreement may be executed in counterparts, of which each shall be an original, and all shall constitute a single instrument.

/ Signatures on following pages /

IN WITNESS WHEREOF, the undersigned, have executed this Corrective Conservation Easement this 7th day of May, 2009.

OWNER:

Douglas Dickinson
Douglas Dickinson

Barbara Dickinson
Barbara Dickinson

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Douglas Dickinson and Barbara Dickinson**, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents thereof, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of May, 2009.

Cathy E. Hull
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20090521000191750 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned, has executed this Corrective Conservation Easement this 20 day of May, 2009.

TRUST:

NATIONAL FARMER'S TRUST, LLC

By:

Name:

Its:

Joe Brady, III

Director

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Joe Brady III**, whose name as Director of National Farmer's Trust, 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 content of said instrument, he as such officer and with full authority, executed the same voluntarily for and the act of said limited liability company as aforesaid.

Given under my hand and official seal this 20th day of May, 2009

Clayton R. Powell

Notary Public

My Commission Expires:


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 30, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

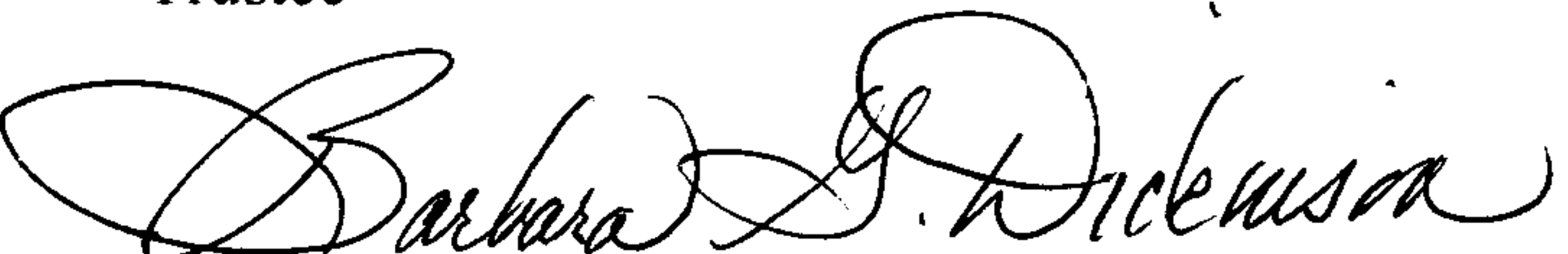


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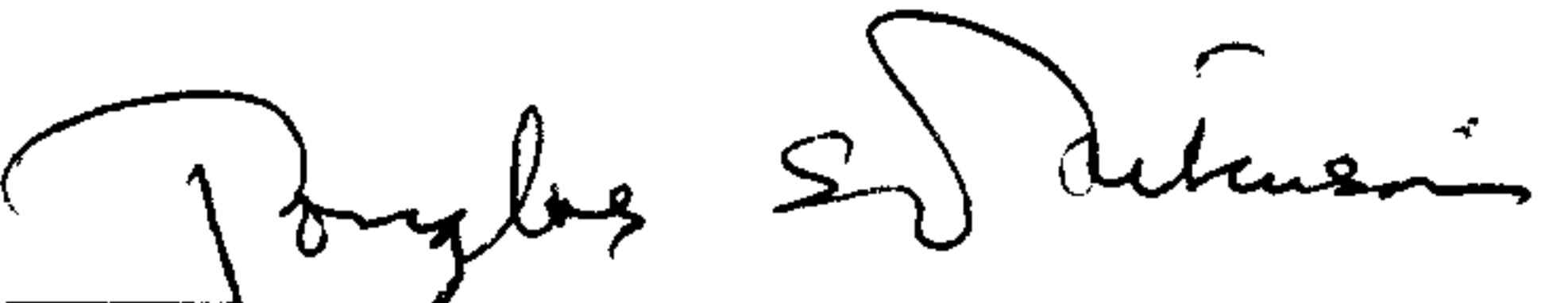
IN WITNESS WHEREOF, the undersigned, have executed this Corrective Conservation
Easement this 7th day of May, 2009.

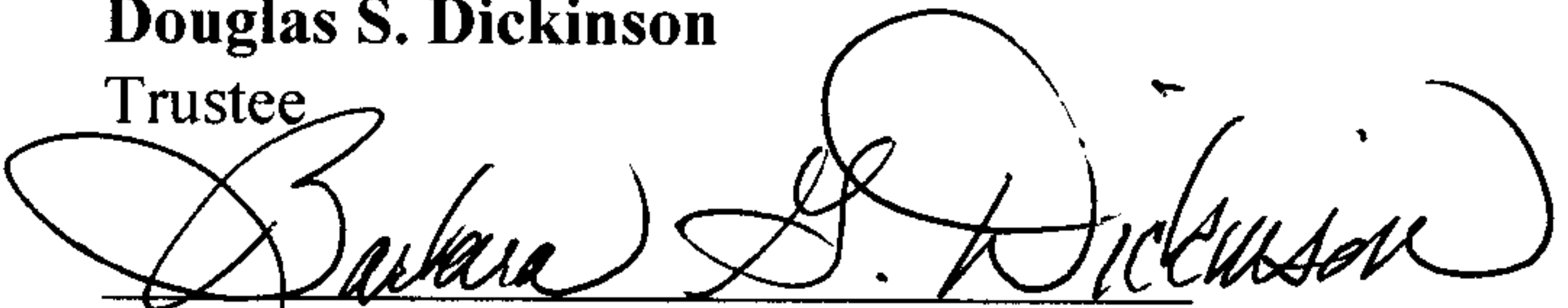
**DOUGLAS S. DICKINSON 2007 REVOCABLE
TRUST**

By: 
Name: **Douglas S. Dickinson**
Its: Trustee

By: 
Name: **Barbara G. Dickinson**
Its: Trustee

**BARBARA G. DICKINSON 2007 REVOCABLE
TRUST**

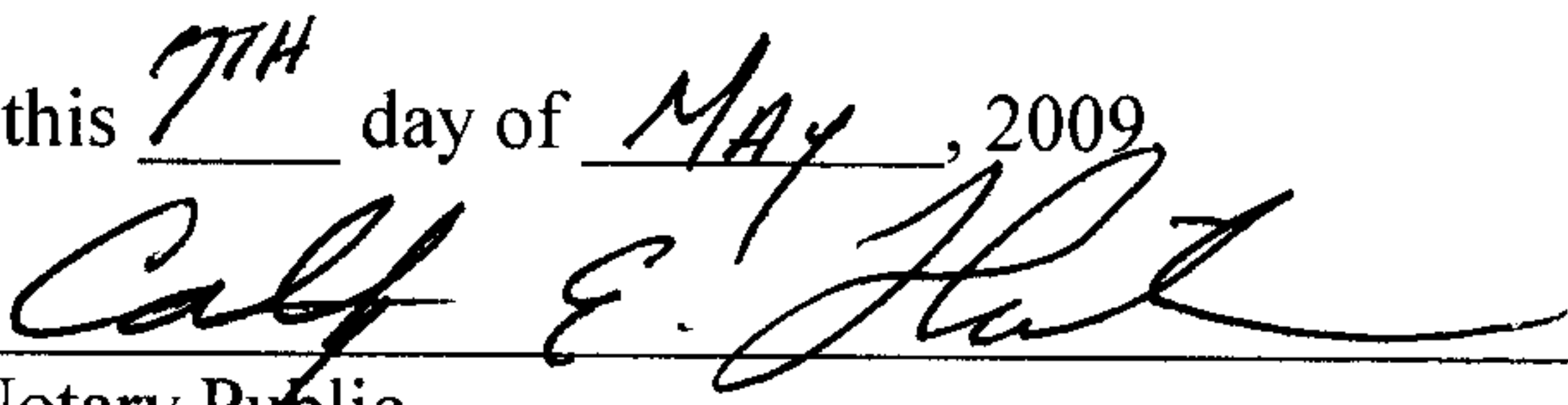
By: 
Name: **Douglas S. Dickinson**
Its: Trustee

By: 
Name: **Barbara G. Dickinson**
Its: Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify
that **Douglas S. Dickinson and Barbara G. Dickinson**, whose names as trustees of the Douglas
S. Dickinson 2007 Revocable Trust and as trustees of the Barbara G. Dickinson 2007 Revocable
Trust, are signed to the foregoing instrument and who are known to me, acknowledged before me
on this day, that being informed of the contents of said instrument, they, as such trustees and with
full authority, executed the same voluntarily for and as the act of said trusts.

Given under my hand and official seal this 7th day of May, 2009


Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS