

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDATION RETURN TO:
Haskins Jones
Haskins Jones, LLC
2805 2nd Avenue South, Suite 200
Birmingham, AL 35233

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DECLARATION OF DRAINAGE EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT (this "Agreement"), is made as of the 14th day of September 2020 ("Effective Date") is executed by **Larkin Sumerlin** (the "Grantor") and **Carolina University** (the "Grantee").

RECITALS:

Grantor is the owner of that certain real property (the "Easement Property") situated in Shelby County, Alabama, that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Grantor is also the owner of a portion of a storm and surface water pond located on the Easement Property (the "Pond").

Grantee is the owner of that certain real property (the "Grantee's Property", and, together with the Easement Property, the "Property") situated in Shelby County, Alabama, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive drainage and access easement over, across, through, under and upon the Pond and the Easement Property for the purposes of drainage of storm and surface water from the Grantee's Property into the Pond, and for constructing improvements to the Pond and maintaining the Pond, all as further set forth herein .

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easement With Respect to Easement Property.** Grantor does hereby grant, bargain, sell, convey and assign unto Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Easement Property for the sole purposes of (a) providing drainage of storm and surface water from the Grantee's Property into the Pond and (b) repairing and maintaining the Pond and other drainage systems from Grantee's Property necessary and convenient to and across the Easement Property (the "Drainage System"), as more specifically set forth herein.

2. **Nature of Easements.**

(a) The easements granted pursuant to Paragraph 1 above shall be and are (i) appurtenant to and shall serve the Grantee's Property, (ii) covenants running with the Grantee's Property and the Easement Property, (iii) binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns, and (iv) subject to all of the terms and provisions set forth herein.

(b) Grantor does hereby establish and reserve, for itself and his heirs and assigns, the right to use and enjoy any and all Pond improvements and the Drainage System constructed or installed by Grantee on or within the Easement Property.

3. **Maintenance Obligations with Respect to Pond Improvements and Drainage System.** Grantee agrees to maintain the Pond and the Drainage System in good repair and condition at all times. Except as specifically set forth herein, each party shall maintain, at such party's sole cost and expense, the improvements located on its own respective Property.

4. **Indemnification.** Each owner or lessee of a portion of the Property shall indemnify and save harmless the owner or lessee of each other portion of the Property from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expense incidental to the defense thereof incurred by the owner or lessee of such other portion of the Property resulting from injury or death of persons or damage to property which occurs upon the Easement Areas or the temporary construction easement areas being utilized by said owner or lessee; provided, however, in no event shall the owner or lessee of such portion of the Property indemnify and save harmless the owners or lessees of such other portion of the Property from the consequences to such owner or lessee of such other portion of the Property caused by any negligent or willful acts or omissions of the owners or lessee of such other portion of the Property or their successors, assigns, agents, employees or contractors.

5. **Attorney's Fees.** In the event the owner or lessee of any portion of either Property must institute any action to enforce the terms and provisions hereof, the prevailing party shall be entitled to be reimbursed for its costs and reasonable attorney fees incurred to institute and prosecute or to defend against any unsuccessful action, as the case may be.

6. **Miscellaneous Provisions.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of Grantor and Grantee and their respective heirs, successors and assigns.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Each exhibit which is referred to and attached to or otherwise mentioned in this Agreement is incorporated herein as if fully set out in the body hereof.

(d) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) All of the terms, covenants, conditions, restrictions, easements and agreements set forth in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns, forever.

(f) If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(g) Nothing contained in this Agreement and no action by the parties hereto will be deemed to constitute or create the relationship of principal and agent, or a partnership, or a joint venture or any association between Grantor and Grantee or any of their respective successors and assigns.

(h) This Agreement will be construed in accordance with the internal laws of the State of Alabama.

(i) In the event of any violation or threatened violation of any of the terms and provisions of this Agreement by either Grantor or Grantee or any of their respective successors and assigns, then the non-defaulting party shall have the right, in its sole and absolute discretion, to enforce such violations or threatened violations in a court of competent jurisdiction by an action for specific performance or injunction and the prevailing party in such action shall be entitled to the recovery of its reasonable attorneys' fees and expenses paid or incurred in connection therewith.

(SIGNATURES ON FOLLOWING PAGES)

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR

Larkin Sumerlin

Larkin Sumerlin

STATE OF ALABAMA
SHELBY COUNTY

I, a Notary Public, hereby certify that Larkin Sumerlin whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

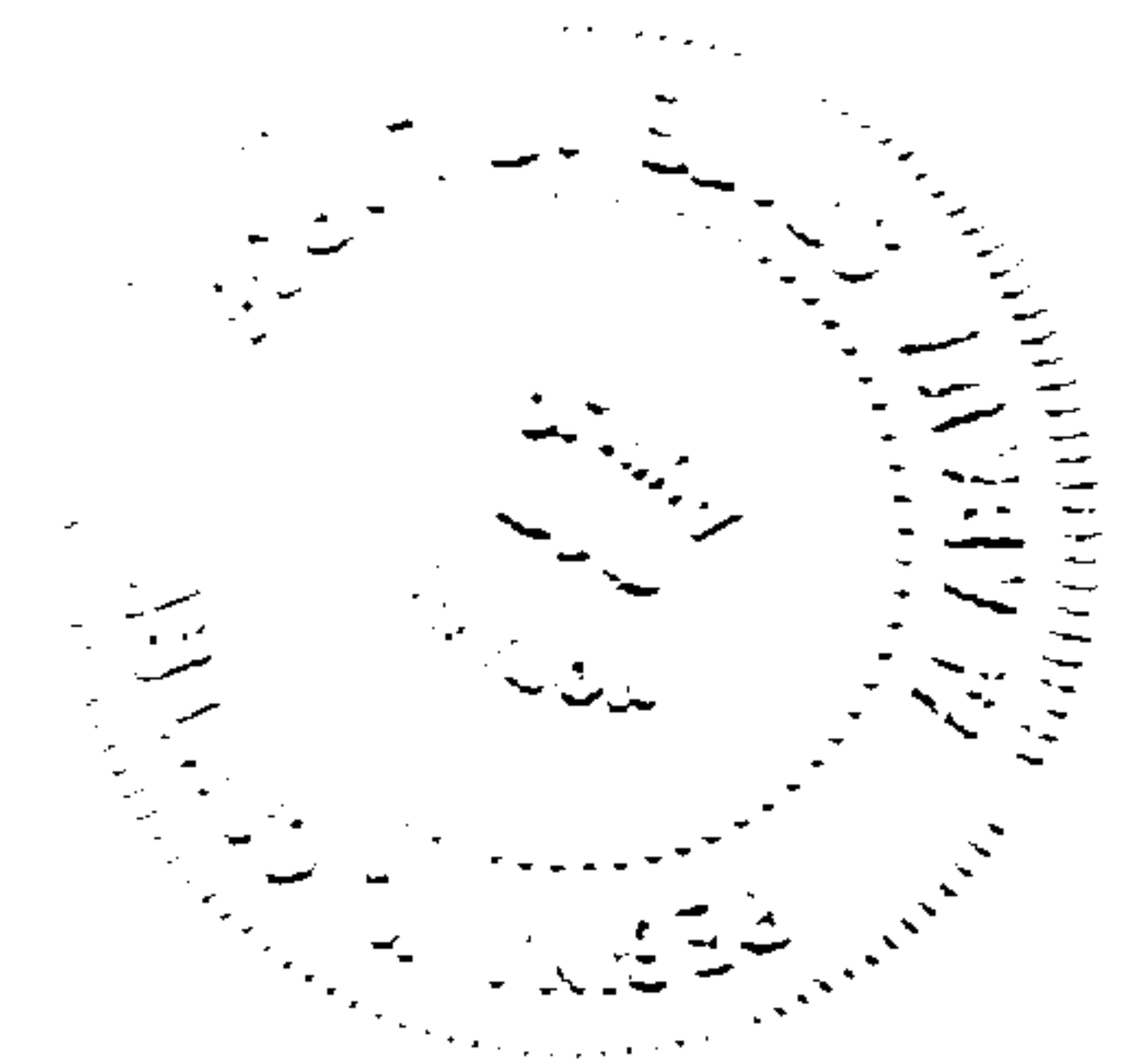
Given under my hand this 14 day of September, 2020.

Regina H Gentry

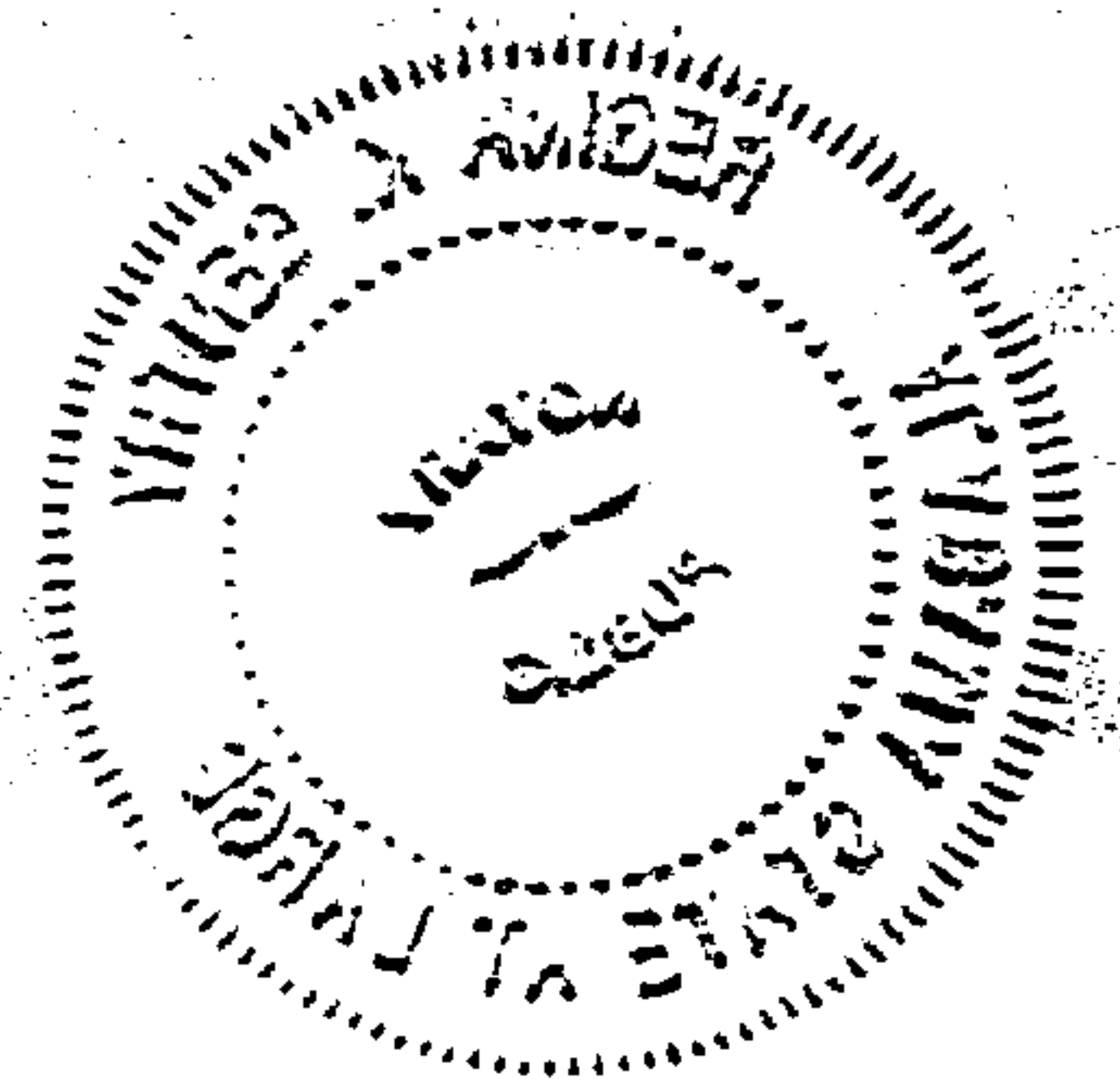
Notary Public

My commission expires: July 27, 2020

(SIGNATURES CONTINUE ON FOLLOWING PAGE)



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GRANTEE

Carolina Universtiy

By: *Byron E. Edens*
Name: BYRON E. EDENS
It: Vice President

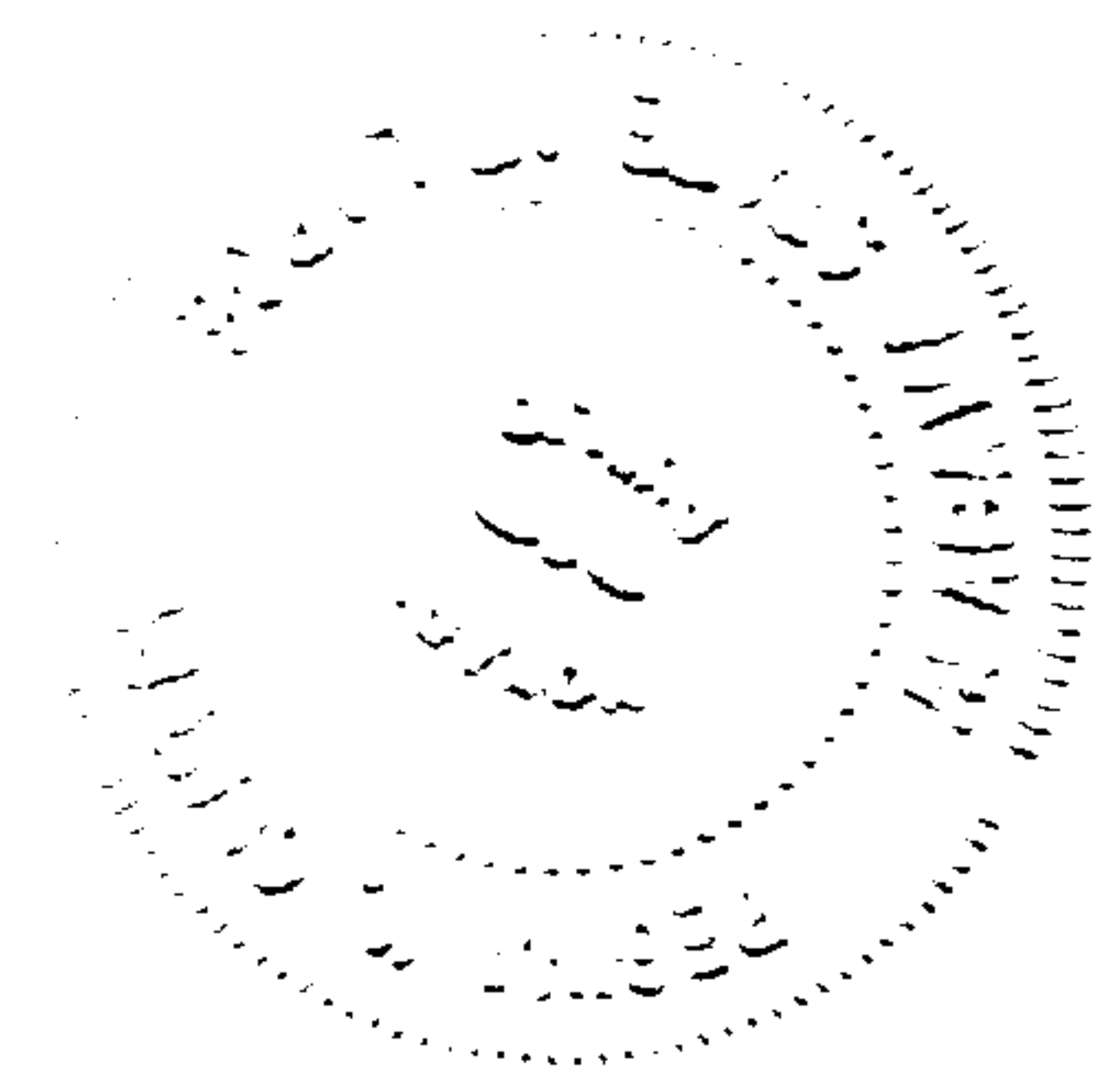
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Carolina University 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/she, as such _____ and with full authority, executed the same voluntarily for and as the act of entity.

Given under my hand and official seal, this 14 day of September 2020.

Regina H. Bentley
Notary Public

AFFIX SEAL
My commission expires: July 27, 2021



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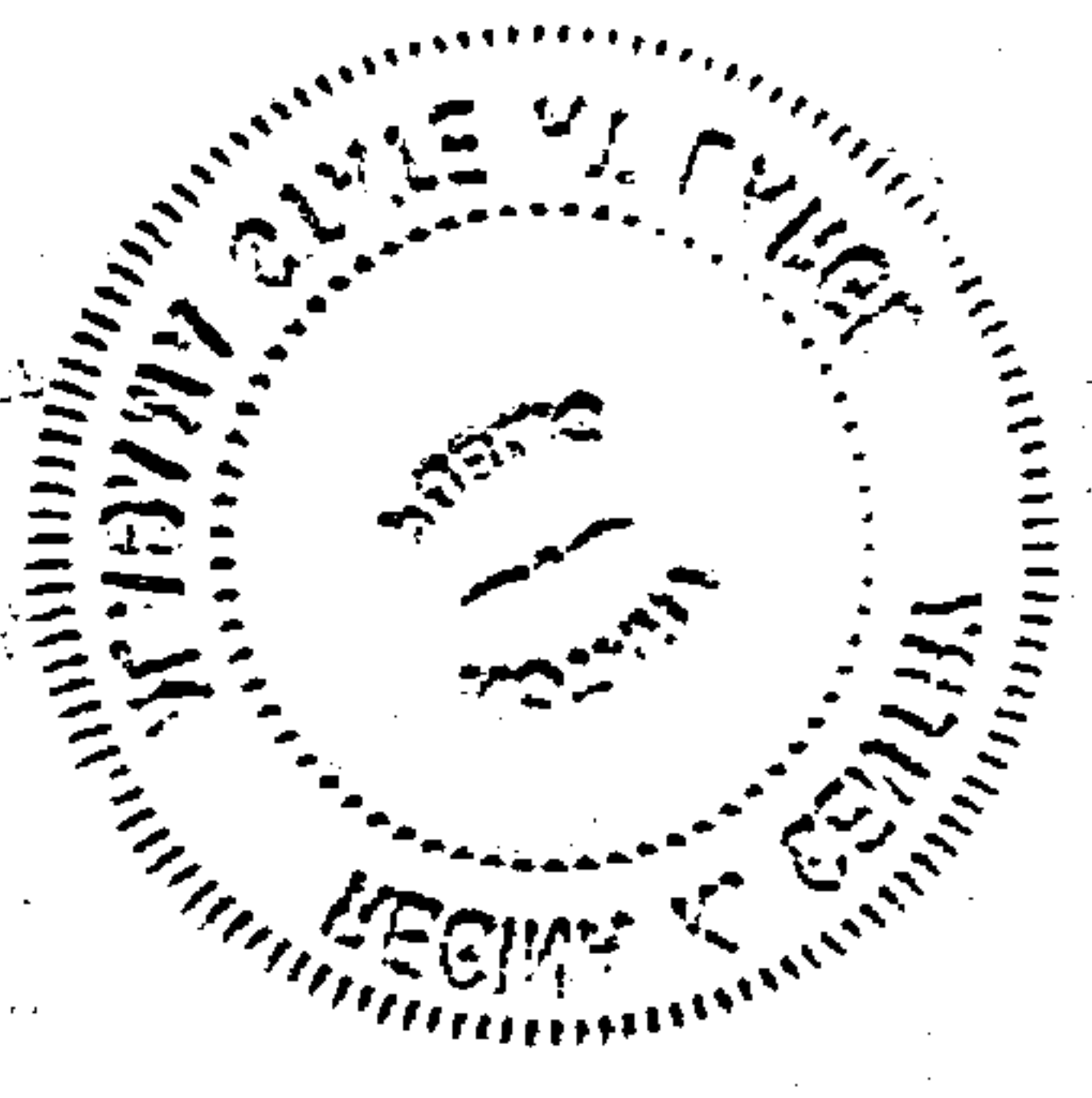


EXHIBIT "A"

Parcel 1

A part of the North ½ of the SE ¼ of Section 16, Township 19, South, Range 2 West, Shelby County Alabama, more particularly described as follows:

Commence at the SE corner of the NE ¼ of the SE ¼ of Section 16 Township 19 South, Range 2 West; thence turn 44 deg. 09 min left from the East line of said ¼, ¼ section and run Northwesterly 1148.31 feet, thence turn 91 deg. 00 min. left and run southwesterly 218.74 feet; thence turn 91 deg. 21 min. right and run Northwesterly 29.35 feet; thence turn 91 deg. 00 min. left and run Southwesterly 246.2 feet; thence turn 91 deg. 25 min. 30 sec. right and run northwesterly 253.59 feet to the point of beginning; thence turn 88 deg. 34 min. 30 sec. right and run Northeasterly 320.01 feet; thence turn 88 deg. 40 min. 42 sec. left and run northwesterly 196.12 feet; thence turn 65 deg. 16 min. 10 sec. left and run Southwesterly 351.53 feet; thence turn 114 deg. 37 min. 38 sec. left and run Southeasterly 350.57 feet to the point of beginning; being situated in Shelby County, Alabama, Mineral and mining rights excepted.

A part of the SE ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows:

Commence at the SE corner of the NW ¼ of the SE ¼ of said section, thence; West along the South line of same a distance of 220.0 feet; thence 78 deg. 22 min. to the left in a Southerly direction a distance of 25.02 feet; thence 130 deg. 22 min. to the right in a Northwesterly direction a distance of 148.62 feet to the point of beginning of tract herein described; thence continue along the last name course a distance of 148.61 feet; thence 99 deg. 00 min. to the left in a Southwesterly direction a distance of 338.18 feet; thence 92 deg. 38 min. to the left in a Southeasterly direction a distance of 147.57 feet; thence 87 deg. 29 min. to the left in a Northeasterly direction a distance of 307.92 feet to the point of beginning; being situated in Shelby County, Alabama.

A part of the NW ¼ of the SE ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of said ¼ ¼ section; thence West along the north line of same a distance of 408.09 feet; thence 91 deg. 25 min. to the left a distance of 418.40 feet; thence 12 deg. 01 min. to the left a distance of 293.30 feet; thence 45 deg. 37 min. to the left a distance of 150.0 feet; thence 100 deg. 10 min. to the right a distance of 202.29 feet; thence 98 deg. 21 min. to the left a distance of 57.89 feet; thence 90 deg. 00 min. to the right a distance of 30.0 feet to the point of beginning of tract herein described; thence 4 deg. 24 min. to the left a distance of 156.0 feet; thence 66 deg. 14 min. to the left a distance of 148.61 feet; thence 111 deg. 14 min. to the left a distance of 173.90 feet to the Southerly right of way line of a public road said point begin on a curve to the left having a central angle of 31 deg. 00 min. a radius of 368.63 feet; thence 76 deg. 27 min. 30 sec. to the left along the chord of said curve a distance of 147.09 feet to the point of beginning; being situated in Shelby County, Alabama.

A tract of land situated in the SE ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the NE ¼ of the SE ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, and run Southeasterly along the diagonal line of the NE ¼ of the SE ¼ a distance of 349.87 feet to the south side of Valley Dale Road; thence 115 deg. 07 min. to the right in a Southwesterly direction along said road a distance of 458.83 feet to a point of curve to the left having a radius of 908.22 feet and a central angle of 2 deg. 35 min. 50 sec. and run along the arc of said curve for a distance of 41.17 feet; thence 112 deg. 13 min. to the left of the tangent of said curve in a Southeasterly direction and parallel with the diagonal line of the NE ¼ of the SW ¼ a distance of 756.66 feet to the point of beginning of tract herein described; thence continue along last described course for a measured

EXHIBIT "A"
(Continued)

distance of 204.0 feet (203.0 feet deed); thence right 88 deg. 50 min. measured (91 deg. 36 min. deed), and run southwesterly for a distance of 459.83 feet measured (453.45 feet deed); thence right 94 deg. 30 min. measured (85 deg. 52 min. deed) and run northwesterly along said road right of way for a distance of 203.56 feet; thence right 85 deg. 22 min. measured (96 deg. 43 min. deed) and run Northeasterly for a distance of 448.01 feet measured (443.37 feet deed) to the point of beginning being situated in Shelby County, Alabama.

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence West along the north line of same a distance of 408.09 feet; thence 91 deg. 25 min. to the left a distance of 418.40 feet; thence 12 deg. 01 min. to the left a distance of 293.30 feet; thence 45 min. 47 min. to the right a distance of 199.55 feet; thence 100 deg. 17 min. to the left a distance of 56.78 feet; thence 89 deg. 41 min. to the right a distance of 30.0 feet to the point of beginning of tract herein described; thence 2 deg. 27 min. to the left a distance of 156.0 feet; thence 90 deg. 57 min. to the right a distance of 271.12 feet to the Easterly right of way line of Valley Dale Road; thence 83 deg. 44 min. to the right along said right of way a distance of 184.50 feet to the Southerly right of way line of a public road thence 88 deg. 05 min. to the right along said public road a distance of 257.80 feet to the point of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted

A parcel of land situated in the SE $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West and run Southeasterly along diagonal line of the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ for a distance of 349.87 feet to the South side of Valley Dale Road; thence 115 deg. 07 min. to the right in a Southwesterly direction along South line of said road for a distance of 458.83 feet to the point of a curve to the left having a radius of 908.22 feet; thence along the arc of said curve a distance of 41.17 feet to the point of beginning of this parcel of land belonging to VALLEY DALE BAPTIST CHURCH, from said point turn .112 deg. 13 min. to the left of the tangent of said curve in a southeasterly direction and parallel with the diagonal line of Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ a distance of 756.66 feet to a point; thence turn 94 deg. 11 min. to the right and run a distance of 443.37 feet to a point on the Easterly side of Public Road; thence turn 96 deg. 43 min. to the right and run northwesterly along Easterly line of said public road for a distance of 340.14 feet to a point; thence turn 90 deg. 00 min. to the left and run for a distance of 10 feet to a point; thence turn 90 deg. 00 min. to the right and continue along Easterly line of public road for a distance of 500 feet more or less to the intersection with: the South side of Valley Dale Road; thence run Northeasterly along said South. line of Valley Dale Road for a distance of 533.44 feet along curve to the right to the point of beginning; being situated in Shelby County, Alabama.

A part of the SE $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence. at the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, and run Southeasterly along diagonal line of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance of 349.87 feet to the South side . of Valley Dale Road; thence 115 deg. 07 min. to the right in a Southwesterly direction along said South line of said road for a distance of 458.83 feet to the point of a curve to the left having a radius of 908.22 feet; thence along the arc of said curve a distance of 604.61 feet to the point of beginning of parcel of land for Kindergarten House; said point being on the southwesterly line of Public Road; thence continue along South line of Valley Dale Road for a distance of 164.5 feet to a point;

EXHIBIT "A"
(Continued)

thence turn 93 deg. 44 min. to the left and run for a distance of 249 feet to a point; thence turn 92 deg. 57 min. to the left and run for a distance of 190 feet to a point on the Westerly line of public road; thence run northwesterly along said Westerly line of said public road for a distance of 257.8 feet to the point of beginning; being situated in Shelby County, Alabama

Commence at the point of intersection of the Southwesterly right of way line of County Road No. 369 and the southeasterly right of way line of County Highway No. 17 (Valleydale Road); thence run southwesterly along the Southeast right of way line of said County Highway No. 17 a distance of 164.50 feet to the point of beginning; thence continue along the last described course a distance of 182.65 feet; thence turn left 82 deg. 35 min. 10 sec. and run Southeasterly a distance of 335.91 feet; thence turn right 81 deg. 43 min. 40 sec. and run Southwesterly a distance of 111.0 feet; thence turn left 81 deg. 06 min. 10 sec. and run Southeasterly a distance of 17.32 feet; thence turn left 87 deg. 03 min. and run northeasterly a distance of 360.66 feet; thence turn left 100 deg. 38 min. 15 sec. and run Northeasterly a distance of 150.0 feet; thence turn left 3 deg. 39 min. and continue Northwesterly a distance of 271.12 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 2

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 19, Range 2 West and being more particularly described as follows:

Commence at the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence West along the North line of same a distance of 408.09 feet; thence 91 deg. 25 min. to the left in a Southerly direction a distance of 418.40 feet; thence 12 deg. 01 min. to the left a distance of 293.30 feet; thence 45 deg. 37 min. to the left a distance of 150.0 feet; thence 100 deg. 10 min. to the right a distance of 202.29 feet; thence 98 deg. 21 min. to the left a distance of 57.89 feet; thence 90 deg. 00 min. to the right a distance of 156.0 feet; thence 66 deg. 14 min. to the left a distance of 148.61 feet to the point of beginning of tract herein described as follows: thence continue along the last named course a distance of 148.62 feet; thence 113 deg. 46 min. to the left a distance of 156.0 feet to the Westerly line of a public road said point begin on a curve to the right having a central angle of 23 deg. 46 min. a radius of 627.89 feet; thence along the arc of said curve a distance of 101.53 feet to the point of another curve to the left having a central angle of 31 deg. 0 min. a radius of 368.63 feet; thence along the arc of said curve a distance of 48.47 feet; thence 115 deg. 30 min. to the left of said curve a distance of 173.90 feet to the point of beginning; being situated in Shelby County, Alabama.

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EXHIBIT B

Legal Description - "Grantee's Property"

**Com @ Int E Row Hwy #369 & S Row Hwy # 17 Sly 1050(S) To Pob; Cont Se 255.6
(220(S)) Ne 208.82 Nw 210 Sw 199 To Pob**

