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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDATION RETURN TO:
Dwight L. Mixson, Jr., Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35209

CORRECTIVE DECLARATION OF DRAINAGE EASEMENT

THIS CORRECTIVE DECLARATION OF DRAINAGE EASEMENT (this "Agreement"), is made as of the 28 day of October, 2021 ("Effective Date") is executed by **WILLIAM LARKIN SUMERLIN**, and his wife, **JESSICA ANN SUMERLIN** (the "Grantor") and **CAROLINA UNIVERSITY**, a North Carolina nonprofit corporation (the "Grantee").

RECITALS:

Grantor and Grantee entered into a Declaration of Drainage Easement dated September 14, 2020 recorded at Instrument Number 20200922000425900 with the Office of the Judge of Probate of Shelby County Alabama (the "Original Declaration"). The Original Declaration contains errors that the parties wish to correct by amending and restating the Declaration in full as hereinafter set forth.

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.


(j) Grantor certifies and confirms that the Easement Property is not subject to any mortgage or other lien except for the mortgage held by the Mortgagee that has executed the Joinder to this Agreement.

(k) This Agreement supersedes and replaces the Original Declaration.

(SIGNATURES ON FOLLOWING PAGES)

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

GRANTOR:

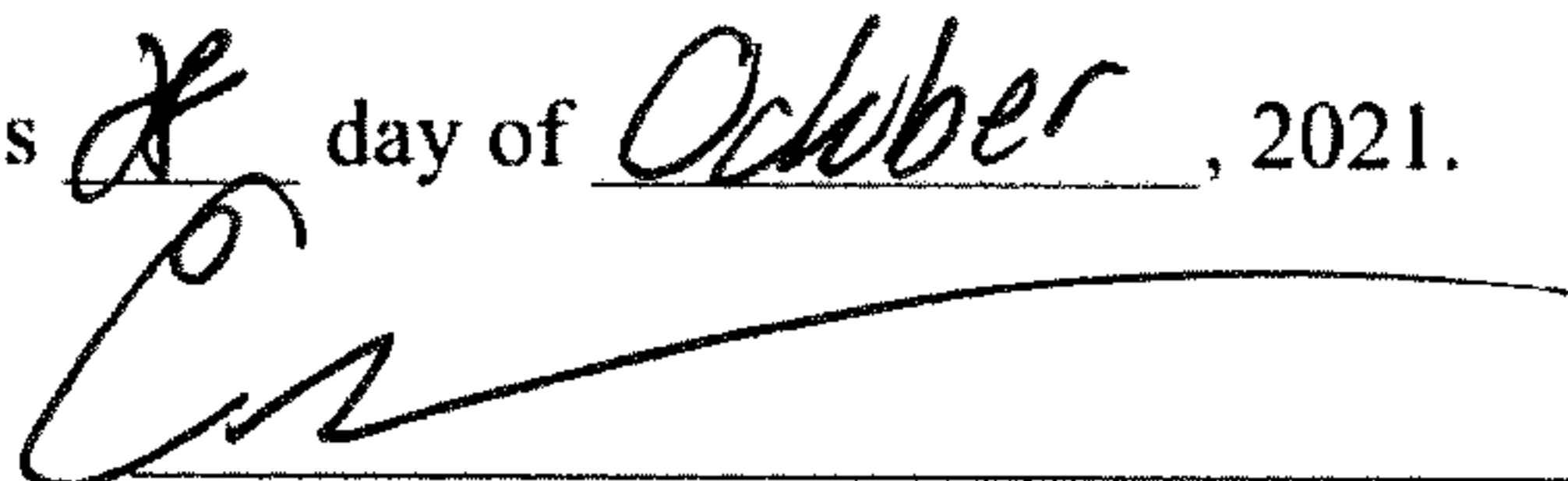

William Larkin Sumerlin

STATE OF ALABAMA

Jellison COUNTY

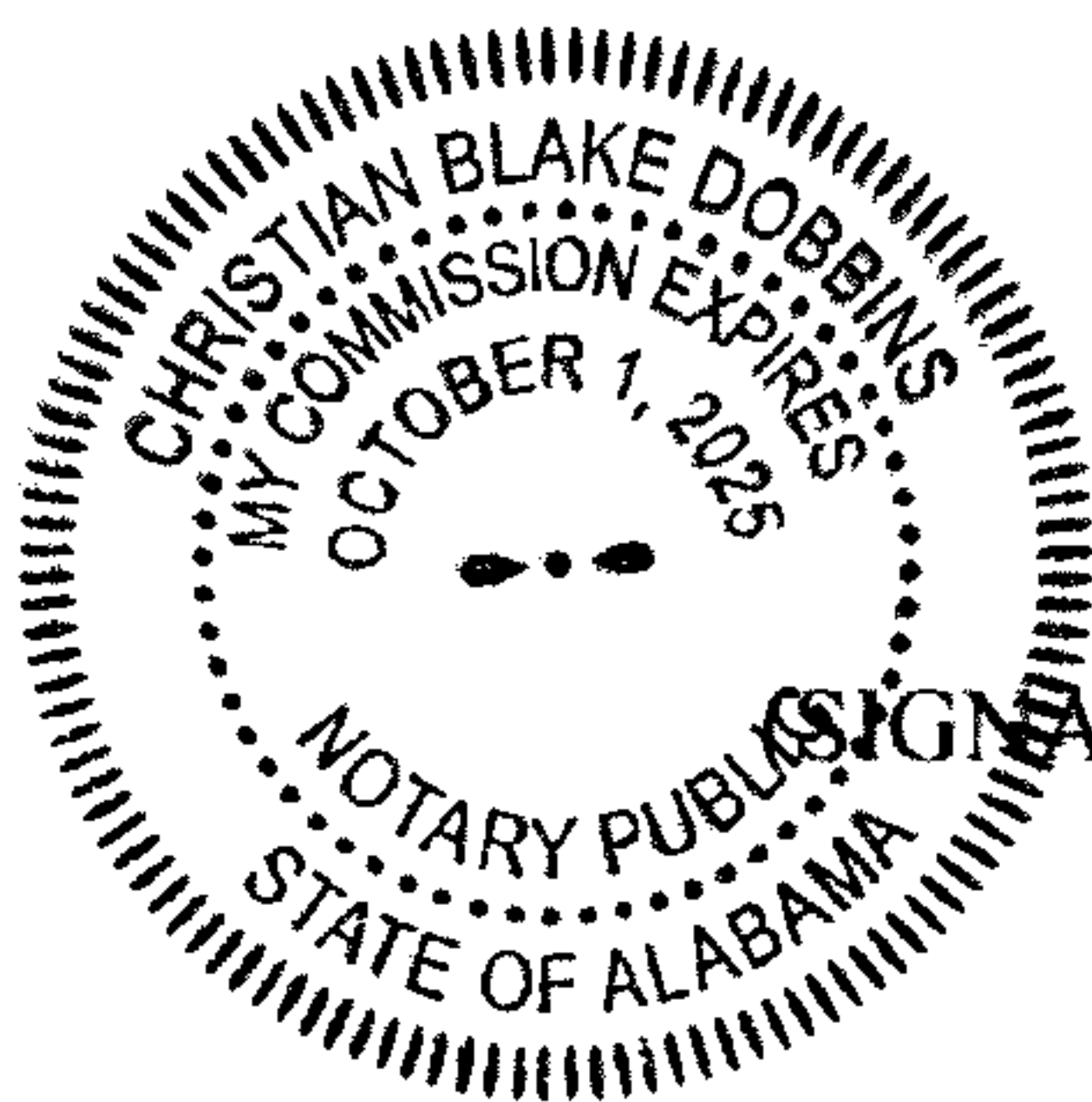
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Larkin Sumerlin, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance,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

Given under my hand and official seal this 8 day of October, 2021.



Notary Public

My commission expires: _____



SIGNATURES CONTINUE ON FOLLOWING PAGE)

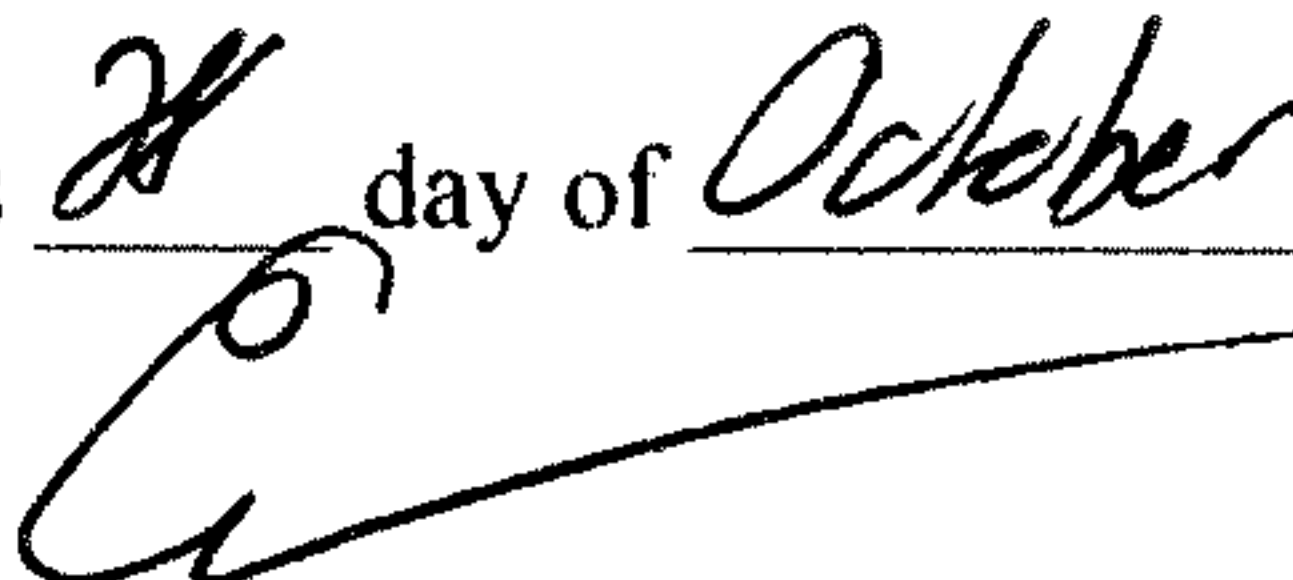


Jessica Ann Sumerlin

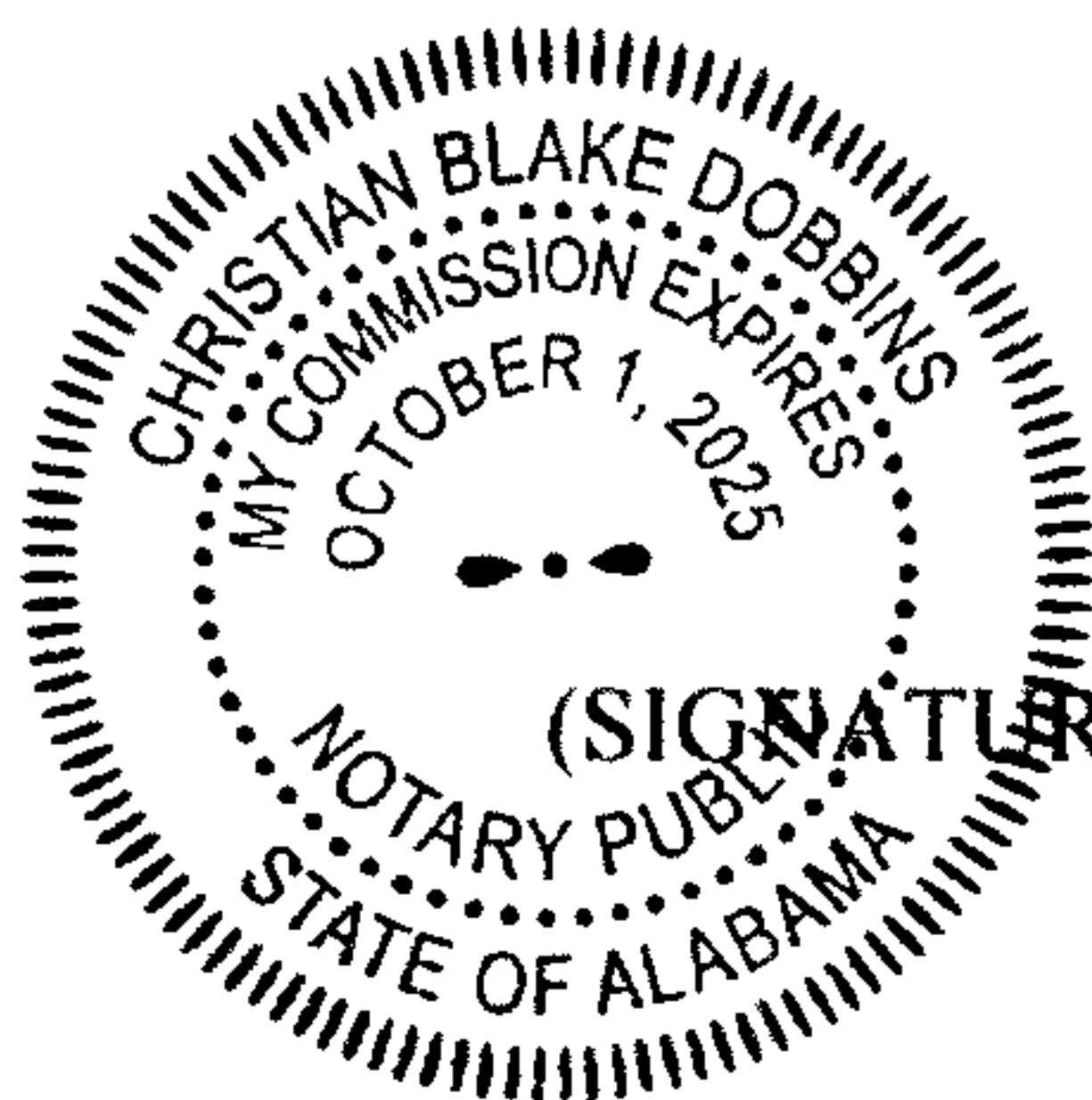
STATE OF ALABAMA
Jackson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jessica Ann 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of October, 2021.



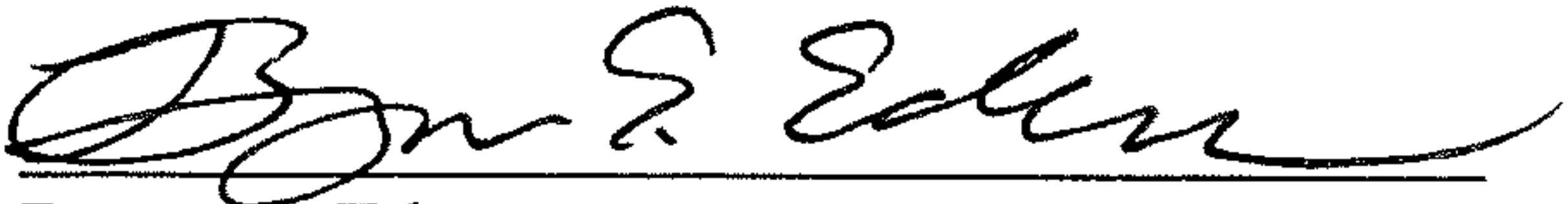
Notary Public
My commission expires: _____



(SIGNATURES CONTINUE ON FOLLOWING PAGE)

GRANTEE:

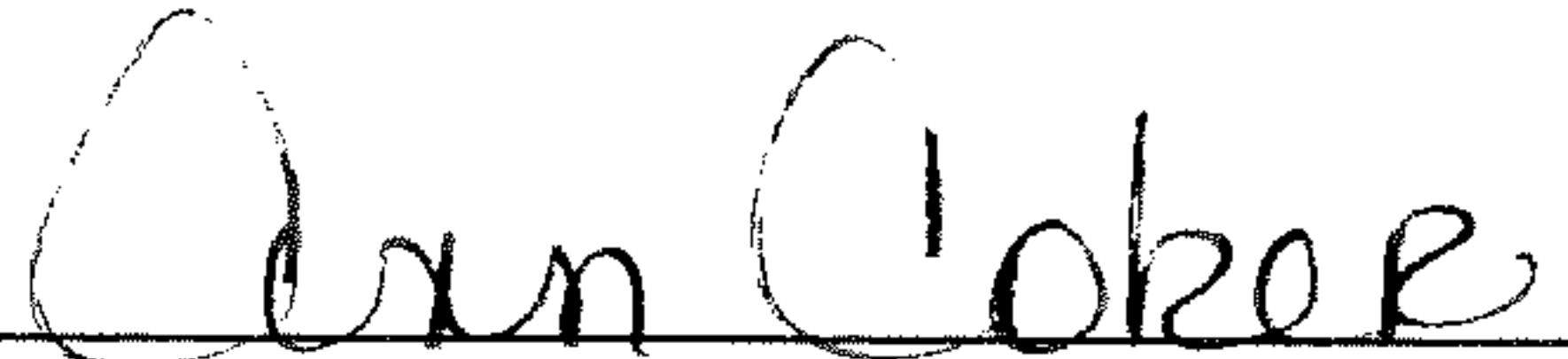
CAROLINA UNIVERSITY,
a North Carolina nonprofit corporation

BY: 
Byron E. Edens
Its Vice President

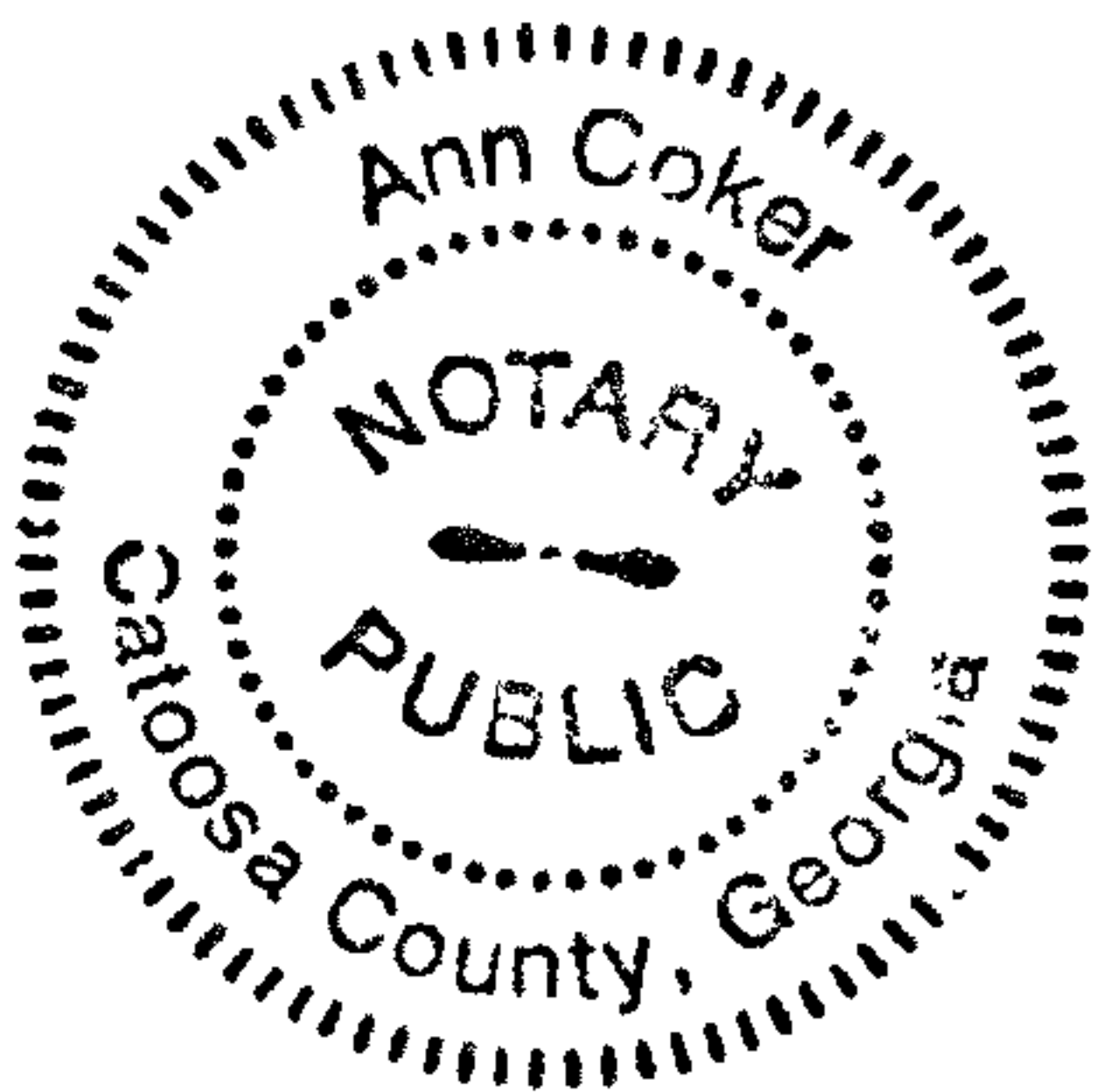
STATE OF Georgia)
COUNTY OF Catoosa)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Byron E. Edens, whose name as Vice President of Carolina University, a North Carolina nonprofit corporation, 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 corporation.

Given under my hand and official seal, this 28th day of Oct, 2021.


Notary Public
My commission expires: 8/22/2023

NOTARY SEAL



JOINDER

The undersigned mortgagee is the holder of a mortgage on the Easement Property and joins herein for the purpose of consenting to this Agreement, and agrees that its mortgage will be subject to the easement, and this Agreement and will not be terminated by foreclosure of such mortgage.

MORTGAGEE:

First Bank,
a Tennessee Bank

BY:

Its


**SVP Director of Mortgage
Operations**

EXHIBIT A

PARCEL 4

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found rebar being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Easternmost right of way line of Dogwood Circle (right of way varies); thence run in a Southeasterly direction along the Easternmost right of way of said Dogwood Circle for a distance of 324.76 feet to a set pk nail, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 524.60 feet, a central angle of 19 degrees 03 minutes 41 seconds, a chord distance of 173.72 feet; thence run along arc of said curve and along said right of way for a distance of 174.52 feet to a set pk nail; thence run along a line radial to said curve in a Northeasterly direction along said right of way for a distance of 10.00 feet to a set pk nail, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 534.60 feet, a central angle of 03 degrees 48 minutes 17 seconds, a chord distance of 35.49 feet; thence run along arc of said curve and along said right of way for a distance of 35.50 feet to a set pk nail; thence run along a line tangent to said curve in a Southeasterly direction for a distance of 214.09 feet to a set pk nail; thence turn an interior angle of 176 degrees 21 minutes 11 seconds to the right and run in a Southeasterly direction along said right of way for a distance of 90.58 feet to a set pk nail; thence turn an interior angle of 181 degrees 43 minutes 55 seconds to the right and run in a Southeasterly direction along said right of way for a distance of 204.19 feet to a set 5/8" capped rebar stamped GSA, said point also being the POINT OF BEGINNING; thence leaving said right of way, turn an exterior angle of 83 degrees 34 minutes 23 seconds to the right and run in a Northeasterly direction for a distance of 189.05 feet to a found crimp; thence turn an interior angle of 83 degrees 54 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 210.00 feet to a found crimp, said point being a point on the Northernmost right of way line of Goel Road (50' right of way); thence turn an interior angle of 108 degrees 38 minutes 30 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 199.91 feet to a found crimp, said point being the intersection of said Northernmost right of way and the Easternmost right of way line of said Dogwood Circle; thence turn an interior angle of 71 degrees 01 minutes 53 seconds to the left and run in a Northwesterly direction for a distance of 253.82 feet to the POINT OF BEGINNING. Said parcel contains 43,731 square feet or 1.00 acres more or less.

EXHIBIT B

Legal Description - "Grantee's Property"

PARCEL 1

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a found nail being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Westernmost right of way line of Dogwood Circle (right of way varies) and run in a Southeasterly direction along said Westernmost right of way for a distance of 328.30 feet to a set 5/8" capped rebar stamped GSA, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 474.60 feet, a central angle of 22 degrees 51 minutes 58 seconds, a chord distance of 188.15 feet; thence run along arc of said curve and along said right of way for a distance of 189.41 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve in a Southeasterly direction along said right of way for a distance of 43.23 feet to a found rebar; thence leaving said right of way, turn an interior angle of 103 degrees 06 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 466.69 feet to a found rebar; thence turn an interior angle of 95 degrees 54 minutes 43 seconds to the left and run in a Northwesterly direction for a distance of 170.34 feet to a set 5/8" capped rebar stamped GSA; thence turn an interior angle of 91 degrees 07 minutes 19 seconds to the left and run in a Northeasterly direction for a distance of 110.88 feet to a found 1" solid; thence turn an interior angle of 261 degrees 49 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 333.47 feet to a set 5/8" capped rebar stamped GSA, said point being a point on the Southernmost right of way line of said Valleydale Road; thence turn an interior angle of 97 degrees 39 minutes 24 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 329.21 feet to the POINT OF BEGINNING. Said parcel contains 217,316 square feet or 4.99 acres more or less.

PARCEL 2

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a found rebar being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Easternmost right of way line of Dogwood Circle (right of way varies), said point being the point of commencement of a tangent curve to the right, said curve having a radius of 914.94 feet, a central angle of 33 degrees 16 minutes 50 seconds, a chord distance of 524.01 feet; thence run along arc of said curve in an Easterly direction and along said Southernmost right of way for a distance of 531.45 feet to a set 5/8" capped rebar stamped GSA; thence leaving said right of way, turn an interior angle of 95 degrees 52 minutes 22 seconds to the left from chord of said curve and run in a Southeasterly direction for a distance of 959.62 feet to a found crimp; thence turn an interior angle of 91 degrees 43 minutes 49 seconds to the left and run in a Southwesterly direction for a distance of 449.21 feet to a set 5/8" capped rebar stamped GSA, said point being a point on the Easternmost right of way line of said Dogwood Circle; thence turn

an interior angle of 83 degrees 34 minutes 23 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 204.19 feet to a set pk nail; thence turn an interior angle of 181 degrees 43 minutes 55 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 90.58 feet to a set pk nail; thence turn an interior angle of 176 degrees 21 minutes 11 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 214.09 feet to a set pk nail, said point being point of commencement of a tangent curve to the left, said curve having a radius of 534.60 feet, a central angle of 03 degrees 48 minutes 17 seconds, a chord distance of 35.49 feet; thence run along arc of said curve and along said right of way for a distance of 35.50 feet to a set pk nail; thence run along a line radial to said curve in a Southwesterly direction along said right of way for a distance of 10.00 feet to a set pk nail, said point being the point of commencement of a tangent curve to the left, said curve having a radius of 524.60 feet, a central angle of 19 degrees 03 minutes 41 seconds, a chord distance of 173.72 feet; thence run along arc of said curve and along said right of way for a distance of 174.52 feet to a set pk nail; thence run along a line tangent to said curve in a Northwesterly direction along said right of way for a distance of 324.76 feet to the POINT OF BEGINNING. Said parcel contains 447,698 square feet or 10.28 acres more or less.

PARCEL 3

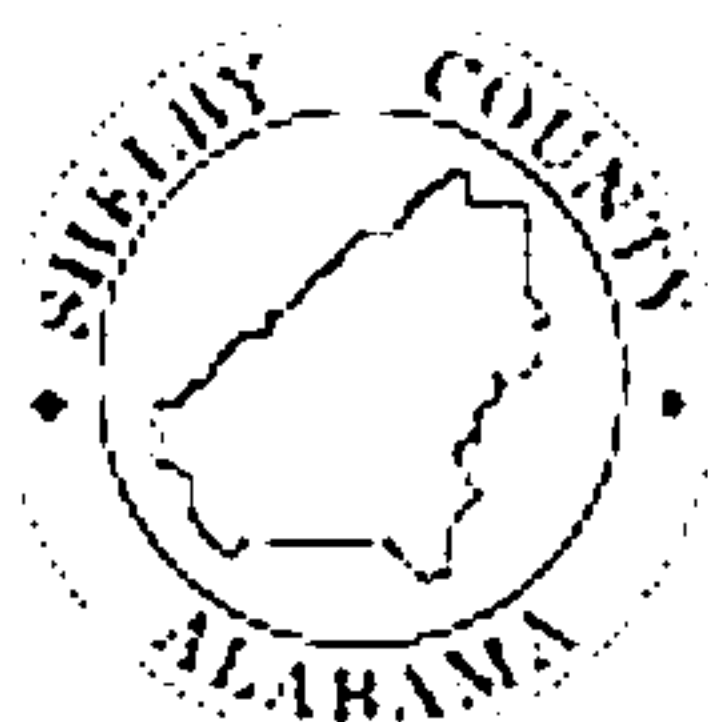
A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found nail being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Westernmost right of way line of Dogwood Circle (right of way varies) and run in a Southeasterly direction along said Westernmost right of way for a distance of 328.30 feet to a set 5/8" capped rebar stamped GSA, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 474.60 feet, a central angle of 22 degrees 51 minutes 58 seconds, a chord distance of 188.15 feet; thence run along arc of said curve and along said right of way for a distance of 189.41 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve in a Southeasterly direction along said right of way for a distance of 43.23 feet to a found rebar, said point being the POINT OF BEGINNING; thence turn an exterior angle of 182 degrees 55 minutes 49 seconds to the right and run in a Southeasterly direction along said right of way for a distance of 144.84 feet to a found pk nail; thence leaving said right of way, turn an interior angle of 116 degrees 17 minutes 17 seconds to the left and run in a Southwesterly direction for a distance of 156.23 feet to a found 1" open top; thence turn an interior angle of 165 degrees 44 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 132.89 feet to a found crimp; thence turn an interior angle of 179 degrees 57 minutes 32 seconds to the left and run in a Southwesterly direction for a distance of 144.58 feet to a found open top; thence turn an interior angle of 92 degrees 33 minutes 19 seconds to the left and run in a Northwesterly direction for a distance of 147.62 feet to a found rebar; thence turn an interior angle of 91 degrees 29 minutes 08 seconds to the left and run in a Northeasterly direction for a distance of 466.69 feet to the POINT OF BEGINNING. Said parcel contains 69,585 square feet or 1.60 acres more or less.

PARCEL 5

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found rebar being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Easternmost right of way line of Dogwood Circle (right of way varies), said point being the point of commencement of a tangent curve to the right, said curve having a radius of 914.94 feet, a central angle of 33 degrees 16 minutes 50 seconds, a chord distance of 524.01 feet; thence run along arc of said curve in an Easterly direction and along said Southernmost right of way for a distance of 531.45 feet to a set 5/8" capped rebar stamped GSA, said point being the POINT OF BEGINNING and a point on a curve to the right, said curve having a radius of 914.94 feet, a central angle of 02 degrees 37 minutes 29 seconds, a chord distance of 41.91 feet; thence run along arc of said curve and along said right of way for a distance of 41.91 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve and along said right of way for a distance of 305.40 feet to a set 5/8" capped rebar stamped GSA, said point being on the Westernmost right of way line of Valleydale Court; thence turn an interior angle of 116 degrees 42 minutes 13 seconds to the left and run in a Southeasterly direction along said Westernmost right of way for a distance of 196.33 feet to a found railroad spike; thence leaving said right of way, turn an interior angle of 89 degrees 54 minutes 07 seconds to the left and run in a Southwesterly direction for a distance of 320.28 feet to a found rebar (#17268); thence turn an interior angle of 88 degrees 31 minutes 56 seconds to the left and run in a Northeasterly direction for a distance of 351.13 feet to the POINT OF BEGINNING. Said parcel contains 86,883 square feet or 2.00 acres more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl