

STATE OF ALABAMA)

COUNTY OF SHELBY)

MODIFICATION OF EASEMENT AGREEMENT

This Modification of Easement Agreement made this 5 day of August, 1987 by and between Helen Crow Mills, as Trustee under Declaration of Trust dated December 1, 1964 for the benefit of Allison Crow Mills and Helen Carolyn Mills (herein "Mills"), Alice M. Reese and husband, Richard D. Reese (herein collectively "Reese"), Development Properties, an Alabama General Partnership (herein "D.P."), Blakley-Chaz, Inc. (herein "B.C.I."), Thomas E. York and wife, Helen H. York (herein collectively "Tom York") and Karen L. York, unmarried (herein "Karen York").

WHEREAS, on the 26th day of November, 1984 an easement agreement was made, which agreement is recorded at Book 024, Page 565 in the Office of the Judge of Probate, Shelby County, Alabama (herein "the original easement") concerning a Roadway as defined in the original easement over property owned by Mills ("the Mills property"); and

WHEREAS, the Carlson property as defined in the original easement is now owned in two (2) parcels by D.P. and B.C.I.; and

WHEREAS, Mills has conveyed certain other of the properties which she controls as Trustee to Tom York and Karen York (the total of the two parcels conveyed to Tom York and Karen York being described on Exhibit "A" attached hereto and incorporated by reference herein as Parcel E and further herein sometimes referred to as "the York property") and Mills is desirous of conveying the benefits and obligations of the easement as shown in the original easement and as modified by this document to the York property; and

WHEREAS, the title to the Reese property as referred to in the original easement is presently in Alice M. Reese, who is the wife of Richard D. Reese; and

WHEREAS, the parties acknowledge that they are the only owners of property at the time of this document who benefit from the original easement; and

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James J. Burgard

WHEREAS, the parties are desirous of relocating the easement as described in the original easement and also granting the benefits and obligations of the easement as shown in the original easement and as amended hereby to the properties now owned by Tom York and Karen York.

NOW, THEREFORE, in consideration of the premises, the matters set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. The location of the easement as described in the original easement is hereby vacated and void and changed to that location as shown on Exhibit "B" attached hereto and incorporated by reference herein.

2. Mills hereby grants to Tom York and Karen York and to their respective heirs, legal representatives, successors and assigns of all or any portion of the York property, a non-exclusive easement and right-of-way across the portion of the Roadway located on the Mills property, the location of which is shown on Exhibit "B" attached hereto, for the purpose of ingress to and egress from the York property, and for the location and maintenance of utility poles, lines, pipelines and other apparatus. Tom York and Karen York, their heirs, legal representatives, successors in title and assigns, may, at their expense, pave or otherwise improve any portion of the Roadway as described on the attached Exhibit "B." This grant to Tom York and Karen York shall be perpetual, shall run with the land, and shall bind and enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, mortgagees, and any other party now or hereafter having any right, title or interest in or to the property affected hereby.

3. It is also the express intent of this document to afford all benefits and obligations of the original easement and as amended hereby to the balance of the real property currently owned by Mills which is located in Section 17, Township 19 South, Range 2 West, Shelby County, Alabama.

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4. This agreement may be amended only by a writing executed by all persons at the time having an interest in the Carlson property as defined in the original easement, the Reese property as defined in the original easement, the Mills property (for the purposes of this paragraph, the Mills property shall mean any property presently owned by Mills in Section 17, Township 19 South, Range 2 West, Shelby County, Alabama) and the York property as defined herein.

5. In all other respects and except as expressly amended and extended hereby, the original easement shall remain in full force and effect.

6. Stockton, Whatley, Davin & Company, as mortgagee of the property presently owned by B.C.I., National Bank of Commerce, as mortgagee of the property presently owned by Reese and SouthTrust Mortgage Corporation, as mortgagee of the property presently owned by Karen York have signed this document indicating their consent to the matters contained herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Helen Crow Mills Trustee
Helen Crow Mills, as Trustee
under Declaration of Trust
dated December 1, 1964 for the
benefit of Allison Crow Mills
and Helen Carolyn Mills

Alice M. Reese
Alice M. Reese

Richard D. Reese
Richard D. Reese

DEVELOPMENT PROPERTIES, an
Alabama General Partnership

BY:

Robert C. Barnett
Robert C. Barnett,
Its Partner

BLAKLEY-CHAZ, INC.

BY:

James D. Hutton
James D. Hutton,
Its President

Thomas E. York
Thomas E. York

Helen H. York
Helen H. York

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Karen L. York
Karen L. York

STOCKTON, WHATLEY, DAVIN &
COMPANY

BY: [Signature]
Its VICE President

NATIONAL BANK OF COMMERCE

BY: [Signature]
Its Vice President

SOUTHTRUST MORTGAGE CORPORATION

BY: [Signature]
Its SENIOR VICE President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Miana Harbin, a Notary Public in and for said County, in said State, hereby certify that Alice M. Reese and husband, Richard D. Reese, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of July, 1987.

Miana Harbin
Notary Public

MY COMMISSION EXPIRES MAY 1, 1991

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Regina S. Rich, a Notary Public in and for said County, in said State, hereby certify that Thomas E. York and wife, Helen H. York, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of July, 1987.

Regina S. Rich
Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Betty Nolan, a Notary Public in and for said County, in said State, hereby certify that Karen L. York, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of July, 1987.

Betty Nolan
Notary Public

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STATE OF ALABAMA)

COUNTY OF Jefferson

I, Regina S. Rich, a Notary Public in and for said County, in said State, hereby certify that James D. Hutton, as President of Blakley-Chaz, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 22nd day of July, 1987.

Regina S. Rich
Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson

I, Regina S. Richards, a Notary Public in and for said County, in said State, hereby certify that James A. King, whose name as Vice President of Stockton, Whatley, Davin & Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 22nd day of July, 1987.

Regina S. Richards
Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON

I, LOUISE S. WOODARD, a Notary Public in and for said County, in said State, hereby certify that STEVEN D. ERICKSON, whose name as VICE PRESIDENT President of National Bank of Commerce, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 22nd day of July, 1987.

Louise S. Woodard
Notary Public

MY COMMISSION EXPIRES JULY 7, 1991

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Beth Nolan, a Notary Public in and for said County, in said State, hereby certify that Hubert E. Rawson, Jr., whose name as Senior Vice- President of SouthTrust Mortgage Corporation a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 22 day of July, 1987.

Beth Nolan

Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Regina J. Rich S., a Notary Public in and for said County in said State, hereby certify that Robert C. Barnett, as Partner on behalf of Development Properties, an Alabama General Partnership, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such partner and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said general partnership.

Given under my hand and official seal this 22nd day of July, 1987.

Regina J. Rich S.

Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, THE UNDERSIGNED, a Notary Public in and for said County in said State, hereby certify that Helen Crow Mills, as Trustee under Declaration of Trust dated December 1, 1964 for the benefit of Allison Crow Mills and Helen Carolyn Mills, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5 day of August, 1987.

A. F. Burp
Notary Public

This instrument was prepared without the benefit of title examination by:

James F. Burford, III
Attorney at Law
Suite 200
100 Vestavia Office Park
Birmingham, Alabama 35216

EXHIBIT "A"

PARCEL "E"

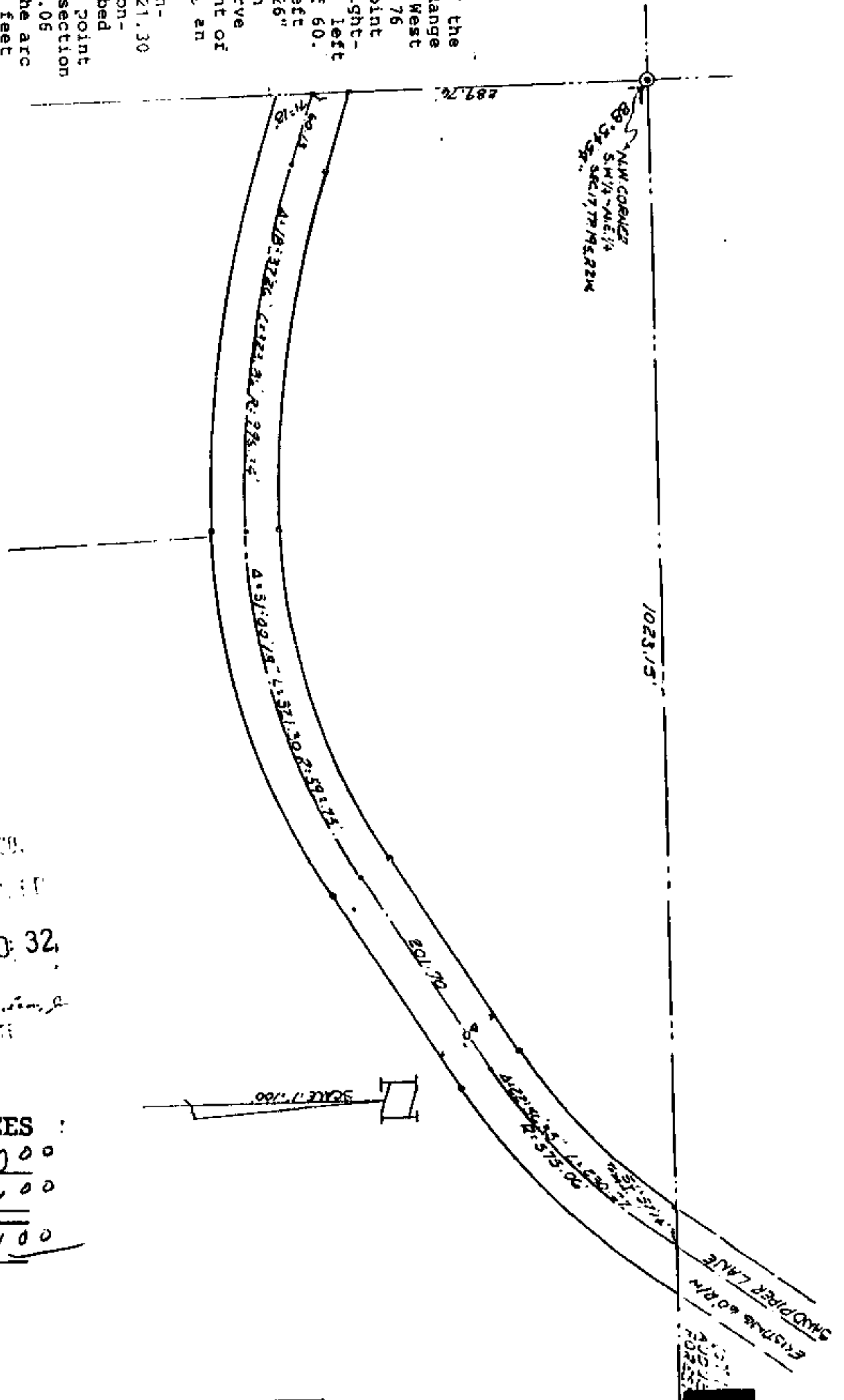
The southwest one-quarter of the northeast one-quarter and the northwest diagonal one-half of the southeast one-quarter of the northeast one-quarter, all in Section 17, Township 19 South, Range 2 West. Part of the southeast diagonal one-half of the northwest one-quarter of the northeast one-quarter of Section 17, Township 19 South, Range 2 West being more particularly described as follows: Begin at the southwest corner of said northwest one-quarter of the northeast one-quarter and run east along the south line of said quarter-quarter for a distance of 500.00 feet; thence run north to intersect with the diagonal line running from southwest corner of said northwest one-quarter of northeast one-quarter to the northeast corner of said quarter-quarter; thence run in a southwesterly direction along said diagonal line to the point of beginning. Also, a part of the northwest one-quarter of the southeast one-quarter of Section 17, Township 19 South, Range 2 West as beginning at the northwest corner of said quarter-quarter section; thence run south 89 degrees 12 minutes 59 seconds east along the north line of said quarter-quarter for a distance of 1321.16 feet; thence run south 59 degrees 32 minutes 35 seconds west for a distance of 299.24 feet; thence run south 57 degrees 59 minutes 09 seconds west for a distance of 850 feet; thence run north 83 degrees 00 minutes 51 seconds west for a distance of 250.00 feet; thence run south 83 degrees 44 minutes 09 seconds west for a distance of 92.00 feet; thence run north 00 degrees 15 minutes 51 seconds west along the west line of said quarter-quarter section for a distance of 600.00 feet to the point of beginning.

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EXHIBIT "B"

LEGAL DESCRIPTION OF RIGHT-OF-WAY SANDPIPER LANE EXTENSION

Commence at the NW Corner of the SW 1/4 of the NE 1/4 of Section 17, Township 19 South, Range 2 West; thence run Southerly along the West line of said 1/4-1/4 for a distance of 289.76 feet to the point of beginning, said point being the center line of a 60.00 foot right-of-way of Sandpiper Lane; thence 71°18' left and run Southeasterly for a distance of 60.13 feet to a point of a curve to the left having an intersection angle of 18°37'26" and a radius of 996.34 feet; thence run Northeasterly along the arc of said curve for a distance of 323.85 feet to a point of a compound curve to the left and having an intersection angle of 31°00'16" and a radius of 593.75 feet; Thence run Northeasterly along the arc a distance of 321.30 feet to the point of tangent; thence continue along the tangent of last described curve Northeasterly 201.70 feet to the point of a curve to the left having an intersection angle of 22°56'35" and a radius of 575.06 feet; thence run Northeasterly along the arc of said curve for a distance of 230.27 feet to the point of ending.



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 AUG -6 AM 10:32

Thomas H. [Signature]
JUDGE OF PROBATE

RECORDING FEES :

Recording Fee	\$20.00
Index Fee	1.00
TOTAL	\$21.00