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THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
c/o Daniel Realty Corporation
1200 Corporate Drive, Suite 400
P.O. Box 43250
Birmingham, Alabama 35242

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE dated as of July 13th, 1988 between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel U.S. Properties, Ltd. ("Lessor"), and DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook One, Ltd. ("Lessee").

R E C I T A L S:

WHEREAS, Lessor and Lessee have heretofore entered into a Ground Lease dated as of September 1, 1985, (the "Original Ground Lease"), which has been recorded in Book 064, Page 132, in the Probate Office of Shelby County, Alabama. The Original Ground Lease has been amended by First Amendment to Ground Lease dated as of April 1, 1986, (the "First Amendment") which has been recorded in Book 095, Page 839, in the Probate Office of Shelby County, Alabama (the Original Ground Lease, together with the First Amendment, are hereinafter collectively referred to as the "Ground Lease"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given them in the Ground Lease; and

WHEREAS, the Land has heretofore been included within the subdivision of certain other real property owned by Lessor situated contiguous or adjacent to or otherwise in close proximity with the Land; and

WHEREAS, Lessor and Lessee desire to amend the Ground Lease to reflect the proper legal description of the Land as a result of such subdivision.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties do hereby agree as follows:

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1. Exhibit A. Exhibit A/Revised 4/1/86 attached to and incorporated into the Ground Lease is hereby deleted in its entirety and Exhibit A/Revised 7/13/88 attached hereto and incorporated herein by reference is substituted in lieu thereof.

2. Full Force and Effect. Except as expressly modified and amended hereby, all of the terms and conditions of the Ground Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be executed as of the day and year first above written.

LESSOR:

DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP,
a Virginia limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia
corporation, as General
Partner

By: 

Its: SR. VICE PRESIDENT

LESSEE:

DANIEL MEADOW BROOK ONE
LIMITED PARTNERSHIP,
a Virginia limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION - MEADOW BROOK
ONE, a Virginia corporation,
as General Partner

By: 

Its: SR. VICE PRESIDENT

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STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that STEPHEN R. MONK whose name as SR. VICE PRES. of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of Daniel U.S. Properties Limited Partnership, a Virginia limited partnership, 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, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 9th day of JULY, 1988.

(SEAL)

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that STEPHEN R. MONK whose name as SR. VICE PRESIDENT of DANIEL REALTY INVESTMENT CORPORATION-MEADOW BROOK ONE, a Virginia corporation, as General Partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership, 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, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 9th day of JULY, 1988.

(SEAL)

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90

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CONSENT OF MORTGAGEES

UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and USF&G REALTY, INC., a Delaware corporation, as Mortgagees of Lot 4, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, dated February, 1988, hereby enter into this Second Amendment to Ground Lease in order to acknowledge and consent to the foregoing amendment to said Ground Lease.

Dated as of this 12 day of July, 1988.

UNITED STATES FIDELITY
& GUARANTY COMPANY

By: Gary L. Burke

Its: Authorized Officer

USF&G REALTY, INC.

By: Gary L. Burke

Its: Real Estate Investment Officer

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STATE OF MARYLAND)

CITY OF BALTIMORE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Gary A. Bush whose name as Authorized Officer of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland 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 the 12 day of July, 1988.

(SEAL)

Shirley A. Acklin
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND)

CITY OF BALTIMORE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Gary A. Bush whose name as Real Estate Sales Office of USF&G REALTY, INC., a Delaware 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 the 12 day of July, 1988.

(SEAL)

Shirley A. Acklin
Notary Public

My Commission Expires: July 1, 1990

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EXHIBIT A/REVISED 7/13/88
ATTACHED AND INCORPORATED BY
REFERENCE TO GROUND LEASE DATED AS OF
SEPTEMBER 1, 1985, AS AMENDED

Lot 4, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama dated February, 1988.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS LOT B, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DATED FEBRUARY, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway #280; thence 96° 46' 03" to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence 90° 20' 30" to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90° 00' to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69° 10' 29"; thence 125° 11' 31" to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31° 56' 11"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 44° 46' 15"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71° 03' 07" to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84° 26' 03" to the left in a Southeasterly direction a distance of 71.55 feet to a

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point on the Northwesternly line of Corporate Parkway, said point being a curve to the left having a radius of 385.00 feet and a central angle of $9^{\circ}02'$; thence $86^{\circ}11'20''$ to the right (angle measured to tangent) in a Southwesterly direction along the Northwesternly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence $102^{\circ}50'39''$ to the right (angle measured to tangent) in a Northwesternly direction a distance of 74.49 feet to a point; thence $84^{\circ}26'03''$ to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company dated as of August 17, 1987, as revised on August 25, 1987, last revised September 1, 1987.

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STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 18 AM 11:12

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		<u>17.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>18.50</u>

