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STATE OF ALABAMA)
JEFFERSON COUNTY)
SHELBY COUNTY)

MODIFICATION OF LICENSE AGREEMENT

The undersigned, for the consideration of One Dollar (\$1.00) paid to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby modify and change the terms of that certain License Agreement executed on May 30, 1985, and appearing of record in the office of the Judge of Probate of Jefferson County, Alabama in Volume 3665, Page 875 ("License Agreement"), a copy of which is attached hereto, as follows:

1. The name of the Grantor has been changed from the Water Works Board of the City of Birmingham to The Water Works and Sewer Board of the City of Birmingham.

2. Edward T. Anderson and James G. Henderson are added as additional Grantees.

3. Frank W. Davies and Robert A. Crosier no longer own property in Township 18, Range 2 West, Sections 24 and 25, or in Township 18 South, Range 1 West, Section 19, and any rights or privileges they had under the License Agreement have terminated by the terms of the License Agreement.

4. The parties agree that the License Agreement confers on Grantees only a privilege to use the licensed area for recreational purposes, and does not confer any right to control or determine the propriety of Grantor's use of the licensed area. It is specifically understood and

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Calvin, Johnston

2.

agreed that the License Agreement does not in any way affect or control the right of the Grantor to cut, sell or remove timber from the real property described in the License Agreement, except that for a period of fifteen (15) years from and after December 5, 1989, the Grantor will neither cut, sell nor remove any timber from the part of the property described in the License Agreement that lies north of the Little Cahaba River; provided, however, that this restriction shall not prevent the cutting of trees that may be necessary (1) for the Grantor to gain access to or through its property, (2) for the construction or installation of water supply or sewer facilities by the Grantor on the said property, or (3) if determined by experts in the field that such cutting is necessary for such purpose, for the control of pine beetles or other insect infestation or plant disease or blight.

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5. In the event the Grantor determines that it must cut timber because of one of the aforementioned exceptions, the Grantor may at its option notify the Grantees in writing, by registered or certified mail with return receipt requested, of the proposed cutting thirty (30) days in advance of such cutting, and upon request Grantor will supply additional information concerning the proposed cutting (including, with respect to item (3) in paragraph 4 above, opinions of any experts it contends justifies such cutting). Unless Grantor receives at its general offices written

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objections to the proposed cutting within thirty (30) days of the date of receipt of the said notice by Grantees, Grantees shall be deemed to have no objection to the proposed cutting.

6. Except as modified herein, the License Agreement shall remain in full force and effect.

EXECUTED this 5th day of February, 1990.

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David J. Vann
DAVID J. VANN, Chairman of the
Board of the Water Works and
Sewer Board of the City of
Birmingham, a public
corporation

Attest:

Wyllie L. James
Secretary - WYLLIE JAMES

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David J. Vann, and Wyllie James, whose names as Chairman and as Secretary of the Board of the Water Works and Sewer Board of the City of Birmingham, a public corporation, are signed to the foregoing Modification of License Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, they as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this 5th day of February, 1990.


Helena Currie Foster
Notary Public

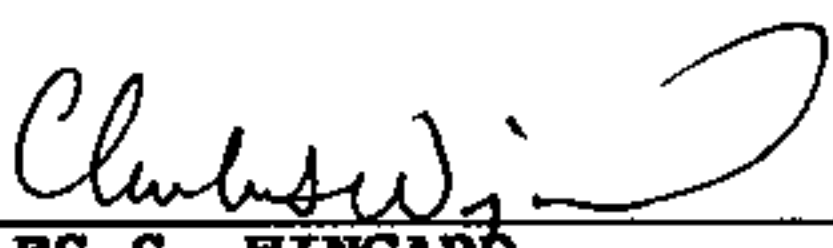

ELIAS C. WATSON

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ELIAS C. WATSON, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17TH day of JANUARY, 1990.



Notary Public


CHARLES S. WINGARD

STATE OF ALABAMA)
JEFFERSON COUNTY)

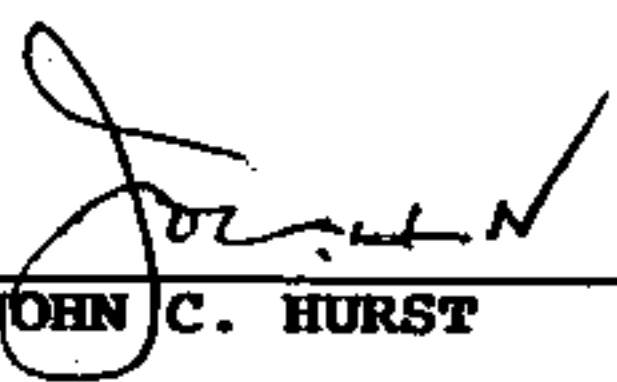
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CHARLES S. WINGARD, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17TH day of JANUARY, 1990.


Notary Public

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5.



JOHN C. HURST

STATE OF ALABAMA)
JEFFERSON COUNTY)

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN C. HURST, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17TH day of JANUARY, 1990.



Notary Public

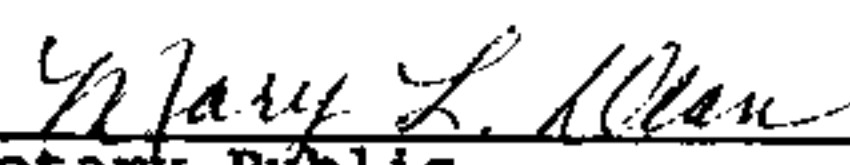


ALEXANDER W. JONES, JR.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ALEXANDER W. JONES, JR., whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17TH day of JANUARY, 1990.



Notary Public

William C. Wood
WILLIAM C. WOOD

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM C. WOOD, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19 day of Jan, 1990.

Rita J. Parker
Notary Public

Edward T. Anderson
EDWARD T. ANDERSON

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EDWARD T. ANDERSON, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of January, 1990.

Mary C. Sheffield
Notary Public

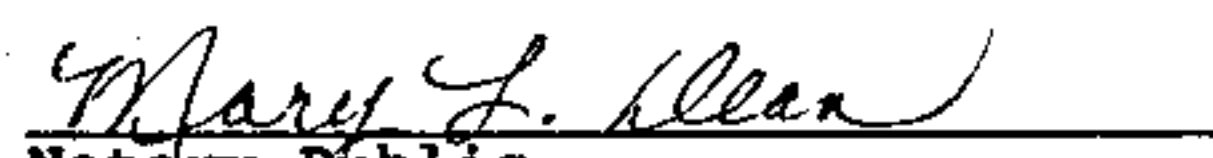

 JAMES G. HENDERSON

STATE OF ALABAMA)
 JEFFERSON COUNTY)

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES G. HENDERSON, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18TH day of JANUARY, 1990.



 Notary Public


 CHARLES WORKMAN

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CHARLES WORKMAN, whose name is signed to the foregoing Modification of License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of License Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of January, 1990.


 Notary Public

8.

Helen Currie Foster
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
1900 AmSouth-Sonat Tower
P. O. Box 830612
Birmingham, Alabama 35283-0612
(205) 252-8800

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90 FEB 20 PM 1:20

Thomas H. Anderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	—	\$	
2. Mtg. Tax	—	\$	
3. Recording Fee	—	\$	20.00
4. Indexing Fee	—	\$	5.00
5. No Tax Fee	—	\$	
6. Certified Fee	—	\$	1.00
Total		\$	26.00

[illegible]

90 FEB -9 PM 2:56

RECORDED & \$ _____ NYC TAX
& \$ _____ DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT

James R. Bryan
JUDGE OF PROBATE