2286

STATE OF ALABAMA)

COUNTY OF SHELBY)

ST. IVES RECIPROCAL EASEMENT AGREEMENT

THIS ST. IVES RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 1st day of August, 1991 by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Oak Mountain"), DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership ("Links"), GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit corporation (the "Association"), and ST. IVES AT GREYSTONE, INC., an Alabama corporation ("Grantee").

R E C I T A L S:

Contemporaneously herewith, Oak Mountain has transferred and conveyed to Grantee certain real property (the "Grantee's Property") situated in the Greystone Planned Unit Development in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Grantee's Property is subject to the covenants, conditions, restrictions, easements, liens, charges and obligations set forth in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated June 6, 1991 and recorded in Real 346, Page 942 in said Probate Office (which, together with all subsequent modifications and amendments thereto, is referred to as the "Declaration").

BOOK 356 PAGE 668

The Association is a non-profit corporation which has been incorporated to administer, manage and maintain the "Common Areas", as defined in the Declaration.

Oak Mountain has heretofore constructed and installed underground sewer lines (the "Existing Sewer Lines") on portions of the real property owned by Oak Mountain and/or Links, which property is contiguous to or in close proximity with the Grantee's Property.

Oak Mountain is the fee owner and Links is the leasehold owner of certain real property (the "Golf Club Property") situated to the east of the Grantee's Property. In connection with the sale of the Grantee's Property to Grantee, Oak Mountain and Links have agreed to establish a 100-foot natural buffer along a portion of the common boundary between the Grantee's Property and the Golf Club Property.

Oahab title

Oak Mountain desires to grant to Grantee the non-exclusive right, in common with Oak Mountain, Links and their respective successors and assigns, to connect and tie-on to the Existing Sewer Lines at the locations hereinafter described. Oak Mountain and Links also desire to grant to Grantee a non-exclusive easement over, across, through, upon and under (i) that portion of the Golf Club Property described in Exhibit B attached hereto and incorporated herein by reference (the "Lift Station Easement Property") for the purpose of installing underground sewer lines and a sewer lift (pump) station thereon.

Grantee has agreed to construct and install underground sewer lines over, across, through and upon (i) that portion of the Grantee's Property described in Exhibit C attached hereto and incorporated herein by reference (the "Grantee's Easement Property") and (ii) that portion of the real property owned by Oak Mountain situated to the south of the Grantee's Property (the "Oak Mountain Easement Property") which is more particularly described in Exhibit D attached hereto and incorporated herein by reference.

Oak Mountain and Links also desire to grant to the Association a non-exclusive easement over, across, through, upon and under the Lift Station Easement Property and the Oak Mountain Easement Property for the purpose of maintaining, operating, repairing and replacing the Existing Sewer Lines and the "Lift Station" and the "Grantee's Sewer Line" (as such terms are defined in Paragraphs 2 and 4, respectively, below). Grantee also desires to grant to the Association a non-exclusive easement over, across, through, upon and under the Grantee's Easement Property for the purpose of maintaining, operating, repairing and replacing the "Grantee's Sewer Line" (as such term is defined in Paragraph 4 below).

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sewer Connection Rights**. Subject to the terms and conditions set forth in Paragraphs 6 and 9 below, Oak Mountain does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement and right to connect and tie-on to the Existing Sewer Lines (a) at the two (2) locations designated "Tie-in Points" on the

survey of K. B. Weygand & Associates, P.C. dated June 19, 1991, revised July 3, 1991 (the "Survey"), a reduced size copy of which is attached hereto as Exhibit E and incorporated herein by reference and (b) at any four (4) points (as selected by Grantee) along "Greystone Drive", as shown on the Survey, with respect to those portions of the Grantee's Property which abut said "Greystone Drive".

2. **Easement to Lift Station Easement Property**. Subject to the terms and conditions set forth in Paragraphs 6 and 9 below, Oak Mountain and Links do hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement, over, across, under, through and upon the Lift Station Easement Property (as described in Exhibit B hereto and shown on the Survey as the "Lift Station Easement Property") for the purposes of installing, erecting, replacing, relocating, maintaining, operating and repairing (a) underground wiring, lines, pipe, and conduit for underground electrical and sanitary sewer lines and (b) above ground machinery, equipment and other apparatus necessary for the installation, replacement, relocation, maintenance, operation and repair of a sewer lift (pump) station (the "Lift Station") thereon.

3. **Easement to Oak Mountain Easement Property**. Subject to the terms and conditions set forth in Paragraphs 6 and 9 below, Oak Mountain does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement, over, across, under, through and upon the Oak Mountain Easement Property (as described in Exhibit D hereto and shown on the Survey as the "Oak Mountain Easement Property") for the purpose of installing, erecting, replacing, maintaining and operating underground sewer lines, pipe, and conduit thereon.

4. **Construction of Grantee's Sewer Line and Lift Station**. Subject to the terms and conditions set forth in Paragraphs 6 and 9 below, Grantee does hereby covenant and agree to construct and complete, no later than September 1, 1991 (the "Completion Date"), the Lift Station and underground sewer lines (the "Grantee's Sewer Line") over, across, through, under and upon the Grantee's Easement Property (as described in Exhibit C hereto) and the Oak Mountain Easement Property (as described in Exhibit D hereto). The Grantee's Sewer Line and the Lift Station shall be capable of providing sanitary sewer discharge capacity for all of the Grantee's Property and additional discharge capacity (the "Additional Capacity") for 32 single-family detached residential dwelling units to be constructed on real property owned by Oak Mountain situated adjacent to or in close proximity with the Grantee's Property and the golf club clubhouse facilities to be

constructed by Links on the Golf Club Property. Notwithstanding anything provided herein to the contrary, in the event Grantee is prevented, precluded or otherwise prohibited from completing the Grantee's Sewer Line and the Lift Station by reason of any acts of God, inclement weather conditions, strikes, lockouts, work slowdowns or stoppages or other labor disputes, insurrections, riots or other civil disturbances, orders of any federal, state, county or local court or governmental agency or authority, inability to obtain labor or materials or as a result of any other condition or event beyond the reasonable control of Grantee (collectively, "Force Majeure"), then the Completion Date shall be extended by the number of days involved in any such delay. In the event Grantee fails to complete the Grantee's Sewer Line and the Lift Station (including the fencing and landscaping required pursuant to Paragraph 9(c) below) in accordance with the terms and provisions of this Agreement on or before the Completion Date (subject to extensions as a result of any matters of Force Majeure), then Oak Mountain, its successors and assigns, shall have the right to enter onto the Grantee's Property without being guilty or liable for trespass and construct and complete the same and all costs incurred by Grantor, its successors and assigns, in connection therewith shall be due and payable on demand by Grantee.

5. <u>Use Rights to Grantee's Sewer Line</u>. Grantee does hereby grant, bargain, sell, convey and assign to Oak Mountain and Links and their respective successors and assigns, forever, a permanent, perpetual and non-exclusive easement and right to (a) connect and tie-on to the Grantee's Sewer Line, (b) discharge sewage into the Grantee's Sewer Line and (c) utilize the Lift Station for the discharge of sewage in an amount not to exceed the Additional Capacity, as specified in Paragraph 4 above.

6. <u>Construction Standards and Maintenance Obligations</u>.

(a) With respect to the sewer line connection rights granted by Oak Mountain to Grantee pursuant to Paragraph 1 above and the construction by Grantee of the Grantee's Sewer Line and the Lift Station as provided in Paragraph 4 above, Grantee shall be responsible, at Grantee's sole cost and expense, for all costs and expenses incident to the installation of all pipes, lines, conduit and other apparatus necessary or required to install the Grantee's Sewer Line and the Lift Station and to otherwise connect the Grantee's Sewer Line to the Existing Sewer Lines. The plans and specifications (the "Plans and Specifications") for the Grantee's Sewer Line and the Lift Station shall be prepared at Grantee's sole cost and expense by K. B. Weygand & Associates, P.C. or any other civil engineering firm duly registered and qualified in the State of Alabama

mutually acceptable to Oak Mountain and Grantee (the "Approved Engineer"). Grantee agrees to construct and install the Grantee's Sewer Line and the Lift Station in a good and workmanlike manner in substantial accordance with the Plans and Specifications and in accordance with all applicable governmental regulations and requirements. Upon completion of the Grantee's Sewer Line and the Lift Station, Grantee shall provide to Oak Mountain a certificate of substantial completion from the Approved Engineer certifying that the Grantee's Sewer Line and the Lift Station have been completed in substantial accordance with the Plans and Specifications and all applicable governmental regulations and requirements.

(b) Subject to the terms and provisions of this Paragraph 6(b), the Association shall maintain, operate, repair and, to the extent necessary, replace the Existing Sewer Lines and, upon the issuance of the certificate by the Approved Engineer as required under Paragraph 6(a) above, the Grantee's Sewer Line and the Lift Station shall be deemed part of the "Common Areas", as defined in the Declaration, and the Association shall assume all obligations to thereafter maintain, operate, repair and, to the extent necessary, replace the same. All costs and expenses incurred by the Association in maintaining, operating, repairing and replacing the Existing Sewer Lines, the Grantee's Sewer Line and the Lift Station shall be deemed "Common Expenses", as defined in the Declaration. Oak Mountain, Links, the Association and Grantee covenant and agree, for themselves and their respective successors and assigns, that (i) it is in the best interests of all parties that the Grantee's Sewer Line, the Lift Station and the Existing Sewer Lines be dedicated to the appropriate governmental entities as soon as possible, (ii) the Association's maintenance obligations set forth above shall cease and terminate upon the dedication of the Grantee's Sewer Line, the Lift Station and the Existing Sewer Lines to the appropriate governmental authorities, (iii) to the extent that the consent of Oak Mountain, Links, the Association or Grantee is required for the dedication of the Grantee's Sewer Line, the Lift Station or the Existing Sewer Lines to any governmental entity or authority, then the parties hereto shall execute any and all documents, instruments, agreements, easements and subdivision plats which may be necessary or required to effect such dedication and (iv) to the extent Oak Mountain installs a replacement lift station on the Lift Station Easement Property or on any other real property owned by Oak Mountain which replaces or otherwise supplants the need for the Lift Station, then, to the extent the Lift Station has not been dedicated to any

governmental authority, Grantee may, at its expense, remove the Lift Station from the Lift Station Easement Property and dispose of or utilize the same in the sole discretion of Grantee.

(c) Grantee and Grantee's successors and assigns shall be solely responsible for the payment of all impact fees, reservation fees, demand and use charges and any other costs and expenses required to be paid to the appropriate governmental authorities in connection with the discharge of sewage from the Grantee's Property into the Existing Sewer Lines and the treatment of such sewage discharge by the appropriate governmental authorities.

(d) In addition to the easements heretofore granted to Grantee pursuant to Paragraphs 1, 2 and 3 above, Oak Mountain and Links do hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, a temporary non-exclusive construction easement over, across through and upon any portions of the real property owned by either or both of Oak Mountain and Links which are adjacent to or in close proximity with the Oak Mountain Easement Property or the Lift Station Easement Property to the extent necessary or required in connection with the Grantee's construction of the Grantee's Sewer Line and the Lift Station. Upon completion of the Grantee's Sewer Line and the Lift Station, as evidenced by the certificate of the Approved Engineer, as required under Paragraph 6(a) above, then the construction easement granted pursuant to this Paragraph 6(d) shall automatically cease, terminate, expire and be deemed null and void.

7. **Grant of Easements to Association.**

(a) Subject to the terms and conditions of Paragraphs 6 and 9 hereof, (i) Oak Mountain and Links do hereby grant, bargain, sell, convey and assign to the Association, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Lift Station Easement Property and (ii) Oak Mountain does hereby grant, bargain, sell, convey and assign to the Association, its successors and assigns forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Oak Mountain Easement Property and all other portions of the real property owned by Oak Mountain and upon or under which any portions of the Existing Sewer Lines have been constructed for the purpose of maintaining, operating, repairing and replacing the Lift Station, the Grantee's Sewer Line and the Existing Sewer Lines as provided in Paragraph 6(b) above.

(b) Subject to the terms and conditions of Paragraphs 6 and 9 hereof, Grantee does hereby grant, bargain, sell, convey and assign to the Association, its successors and

assigns, forever, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Grantee's Easement Property for the purpose of maintaining, operating, repairing and replacing the Grantee's Sewer Line as provided in Paragraph 6(b) above.

8. **Storm Drainage Easement**. Subject to the terms and conditions of Paragraph 9 below, Grantee does hereby grant, bargain, sell, convey and assign to Oak Mountain, Links and the Association and their respective successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under that portion of the Grantee's Property designated as the "Storm Drainage Easement Property" on the Survey for the purposes of (i) installing, maintaining, operating and replacing all inlets, lines, pipes, conduit, drains and storm sewers thereon and (ii) permitting the underground flow and drainage of surface water accumulating on the Golf Course Property or any other real property owned by Oak Mountain and Links onto such "Storm Drainage Easement Property", as shown on the Survey.

9. **Nature of Easements**.

(a) Except for the temporary construction easement granted to Grantee pursuant to Paragraph 6(d) above, the easements and rights granted herein shall be and are (i) appurtenant to and shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of Oak Mountain, Links, the Association and Grantee and their respective successors and assigns, and (ii) subject to and used in common with Oak Mountain, Links, the Association, Grantee, their respective successors and assigns, and any other parties having any rights or interests therein.

(b) With respect to the easements granted to Grantee pursuant to Paragraphs 1, 2 and 3 above and the easements granted to the Association pursuant to Paragraph 7 above, such easements shall include the right to cut and remove all trees, undergrowth and obstructions in connection with the installation, maintenance, repair and replacement of the Grantee's Sewer Line and Lift Station; provided, however, that in the event any landscaping, trees, shrubbery or grass are damaged or destroyed by Grantee, the Association or any of their respective employees, agents, contractors, licensees or invitees, in the exercise of such easement rights, then that party or its employees, agents, contractors, licensees or invitees responsible for or causing any such damage or destruction shall promptly repair, restore and replace the same with the same or substantially similar species of plant life so damaged or destroyed.

(c) Grantee does further covenant and agree to install, on or before the Completion Date, fencing, shrubbery and other plant life and such other screening devices reasonably required by Oak Mountain in and around the Lift Station Easement Property so as to visually screen the Lift Station from public view and from view of the remainder of the Golf Club Property. Such screening, landscaping and other vegetation shall be installed pursuant to plans to be approved by Oak Mountain, which approval shall not be unreasonably withheld. Upon completion of installation of such screening, landscaping or other vegetation, the Association shall assume all further obligations to maintain and replace the same.

10. **Creation of Buffer Area**.

(a) Subject to the provisions of Paragraph 10(b) below, Oak Mountain and Links do hereby establish for the benefit of the Grantee's Property a permanent and perpetual one hundred (100) foot buffer along a portion of the easternmost boundary of the Golf Club Property which is directly adjacent to and contiguous with portions of the Grantee's Property as shown on the Survey (the "Buffer Area"). The exact location of the Buffer Area is shown on the Survey. The Buffer Area shall, at the option of Oak Mountain and Links, either remain in its natural, undisturbed state or may be graded, excavated, filled and otherwise improved by either Oak Mountain or Links with fences, walls, earth berms, trees, shrubbery and other plant life; provided, however, that (i) Oak Mountain and Links may utilize any portion of the Buffer Area for the purpose of installing, erecting, replacing, relocating, maintaining and operating any and all utilities necessary or convenient for the use and development of any portion of the Golf Club Property or any other real property owned by Oak Mountain or Links including, without limitation, publicly or privately owned and operated electrical, gas, telephone, cable television, water and sewer services, storm drainage, sewers, lift (pump) stations, drainage systems, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances, (ii) Oak Mountain and Links may utilize the Buffer Area for the construction, maintenance and repair of parking lots, parking areas and roadways providing ingress to and egress from such parking areas to the remainder of the Golf Club Property and (iii) except as provided above, no other structures, lights or improvements shall be constructed within the Buffer Area.

(b) Notwithstanding anything provided in this Agreement to the contrary, Oak Mountain and Links specifically reserve the right to construct, install, maintain and operate on any portion of the Golf Club Property which lies outside of the one hundred (100) foot Buffer Area, as shown on the Survey, swimming pools, tennis courts, locker room and other recreational facilities and buildings without first obtaining the consent or approval of the then owner of any portion of the Grantee's Property.

Grantee and each owner of the Grantee's Property, by acceptance of a deed to any portion of the Grantee's Property, do hereby consent to, approve and acknowledge that swimming pools, wading pools, saunas, whirlpools, water ponds and any related amenities thereto, tennis courts, parking areas, roads, walkways, recreational facilities, recreational buildings, locker rooms, changing areas, restroom facilities and other improvements (collectively, the "Improvements") may be constructed on any portion of the Golf Club Property outside of the one hundred (100) foot Buffer Area shown on the Survey and that no consent or approval shall be required from Grantee or any future owner of any portion of the Grantee's Property for the construction and operation of any of the Improvements on any portion of the Golf Club Property outside of the aforesaid one hundred (100) foot Buffer Area, as shown on the Survey.

11. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Oak Mountain, Links, the Association and Grantee.

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

(c) Wherever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this St. Ives Reciprocal Easement Agreement to be executed as of the day and year first above written.

OAK MOUNTAIN:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation Oak Mountain, Its General Partner

By: _____

Its: Senior Vice President

LINKS:

DANIEL LINKS LIMITED PARTNERSHIP,
an Alabama limited partnership

By: Daniel Realty Investment Corporation - Oak Mountain, its general partner

By: _____

Its: Senior Vice President

ASSOCIATION:

GREYSTONE RESIDENTIAL ASSOCIATION, INC.,
an Alabama non-profit corporation

By: _____

Its: Senior Vice President

GRANTEE:

ST. IVES AT GREYSTONE, INC.,
an Alabama corporation

By: _____

Its: Secretary

BOOK 356 PAGE 677

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 - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited partnership, an Alabama 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 instruments, 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 1st day of August, 1991.

Sheila H. Ellis
Notary Public

My Commission Expires: 2/26/94

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 - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Links Limited partnership, an Alabama 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 instruments, 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 1st day of August, 1991.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/26/94

BOOK 356 PAGE 678

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 Vice President of GREYSTONE RESIDENTIAL ASSOCIATION, INC., an Alabama non-profit 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 instruments, 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 1st day of August, 1991.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that C.S. Givianpour whose name as Secretary of ST. IVES AT GREYSTONE, INC., an Alabama 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 instruments, 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 1st day of August, 1991.

Shirley H. Ellis
Notary Public

My Commission Expires: 2/26/94

BOOK 356 PAGE 679

CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, Central Bank of the South ("Mortgagee"), as the holder of that certain mortgage dated as of August 1, 1991 executed by St. Ives at Greystone, Inc. ("Grantee") in favor of Mortgagee which has been recorded in Real 356, Page 1055 in the Probate Office of Shelby County, Alabama (the "Mortgage"), does hereby (i) consent to the execution and delivery of the St. Ives Reciprocal Easement Agreement dated as of August 1st, 1991 (the "Reciprocal Easement Agreement"), among Daniel Oak Mountain Limited Partnership ("Oak Mountain"), Daniel Links Limited Partnership ("Links"), Greystone Residential Association, Inc. (the "Association") and Grantee and (ii) further agree that the lien of the Mortgage and the rights of Mortgagee thereunder are subject and subordinate to the rights and interests granted to Oak Mountain, Links and the Association under the Reciprocal Easement Agreement.

IN WITNESS WHEREOF, the undersigned, Central Bank of the South, has caused this Consent and Subordination by Mortgagee to be executed as of the 12 day of August, 1991.

CENTRAL BANK OF THE SOUTH

By: Philip R. Webb

Its: Vice President

BOOK 356 PAGE 680

STATE OF ALABAMA)

COUNTY OF Jeff)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Philip R Webb whose name as Vice Pres of CENTRAL BANK OF THE SOUTH, an Alabama State banking 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 instruments, 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 Aug, 1991.

Notary Public

My Commission Expires: 10/17/94

CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, AmSouth Bank N.A., a national banking association ("Mortgagee"), as the holder of that certain (a) Mortgage, Security Agreement and Assignment of Rents and Leases dated June 6, 1991 recorded in Real 348, Page 208 in the Probate Office of Shelby County, Alabama, as the same may be amended from time to time; (b) Mortgage and Security Agreement dated November 7, 1989 recorded in Real 265, Page 415 in the Probate Office of Shelby County, Alabama, as amended by First Modification thereto dated February 16, 1990 recorded in Real 281, Page 4 in said Probate Office, Second Modification thereto dated August 29, 1990 recorded in Real 312, Page 189 in said Probate Office, Third Modification thereto dated September 7, 1990 recorded in Real 312, Page 194 in said Probate Office, Fourth Modification thereto dated September 28, 1990 recorded in Real 312, Page 199 in said Probate Office, Fifth Modification thereto dated June 6, 1991 dated in Real 348, Page 187 in said Probate Office and as may be further amended from time to time; (c) Assignment of Rents and Leases dated November 7, 1989 recorded in Real 265, Page 443 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated June 6, 1991 recorded in Real 348, Page 168 in said Probate Office and as may be further amended from time to time; (d) Mortgage and Security Agreement dated September 28, 1990 recorded in Real 312, Page 331 in the Probate Office of Shelby County, Alabama, as the same may be amended from time to time and (e) Assignment of Rents and Leases dated September 28, 1990 recorded in Real 312, Page 372 in the Probate Office of Shelby County, Alabama, each of which has been executed by Daniel Oak Mountain Limited Partnership ("Oak Mountain") in favor of Mortgagee (items (a) through (e) above are hereinafter collectively referred to as the "Mortgage"), does hereby (i) consent to the execution and delivery of the St. Ives Reciprocal Easement Agreement dated as of ~~July~~ August 1, 1991 (the "Reciprocal Easement Agreement") between Oak Mountain, Daniel Links Limited Partnership, Greystone Residential Association, Inc. (the "Association") and St. Ives at Greystone, Inc. ("Grantee") and (ii) further agree that the lien of the Mortgage and the rights of Mortgagee thereunder are subject and subordinate to the rights and interests granted to the Association and Grantee under the Reciprocal Easement Agreement.

IN WITNESS WHEREOF, the undersigned, AmSouth Bank N.A., has caused this Consent and Subordination by Mortgagee to be executed as of the 11 day of July, 1991.

AMSOUTH BANK N.A.

By: Mary B Voorhees

Its: Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Mary B. Voorhees, whose name as Vice President of AmSouth Bank N.A., a national banking association, 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 instruments, 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 11th day of July, 1991.

Mary Alexander Floyd
Notary Public

My Commission Expires: 4-26-93

BOOK 356 PAGE 682

EXHIBIT A

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of 98° 12' 21" and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of 24° 25' 58" and run in a northeasterly direction for a distance of 187.64 feet to a point; thence turn an angle to the right of 103° 07' 18" and run in a southeasterly direction for a distance of 13.00 feet to a point; thence turn an angle to the left of 110° 14' 11" and run in a northeasterly direction for a distance of 102.22 feet to an iron pin at the point of beginning; thence turn an interior counterclockwise angle to the left of 133° 09' 19" and run in a southeasterly direction for a distance of 422.74 feet to an iron; thence turn an interior clockwise angle to the right of 193° 44' 59" and run in a southeasterly direction for a distance of 119.62 feet to an iron pin; thence turn an interior clockwise angle to the right of 165° 40' 51" and run in a southeasterly direction for a distance of 119.57 feet to an iron pin; thence turn an interior clockwise angle to the right of 129° 13' 22" and run in a northeasterly direction for a distance of 149.65 feet to an iron pin; thence turn an interior clockwise angle to the right of 299° 53' 51" and run in a southwesterly direction for a distance of 144.15 feet to an iron pin; thence turn an interior clockwise angle to the right of 193° 34' 51" and run in a southwesterly direction for a distance of 155.00 feet to an iron pin on the northeast right of way of King Stables Road, a private roadway, as recorded in Greystone First Sector, Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an interior clockwise angle to the right of 90° 00' 00" and run in a southeasterly direction along said right of way for a distance of 125.00 feet to a point on a curve to the left having a central angle of 90° 00' 00" and a radius of 25.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 39.27 feet to a point on the northwest right of way of a proposed extension of Greystone Drive, a private roadway; thence run tangent to last stated curve in a northeasterly direction along said right of way for a distance of 200.00 feet to a point on a curve to the left having a central angle of 29° 00' 00" and a radius of 820.68 feet; thence run in a northeasterly to northwesterly direction along the arc of said curve and also along said right of way for a distance of 415.38 feet to an iron pin; thence run tangent to last stated curve in a northwesterly direction along said right of way for a distance of 155.00 feet to an iron pin; said iron pin being on a curve to the right having a central angle of 11° 34' 54" and a radius of 438.39 feet; thence run in a northwesterly direction along the arc of

said curve and also along said right of way for a distance of 88.61 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 55' 21" from the chord of last stated curve and run in a northwesterly direction for a distance of 163.17 feet to an iron pin; thence turn an interior clockwise angle to the right of 216° 48' 28" and run in a northwesterly direction for a distance of 133.53 feet to an iron pin; thence turn an interior clockwise angle to the right of 217° 52' 35" and run in a northeasterly direction for a distance of 113.01 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 34' 45" and run in a northwesterly direction for a distance of 66.09 feet to an iron pin; thence turn an interior clockwise angle to the right of 227° 00' 11" and run in a northeasterly direction for a distance of 493.64 feet to a point; thence turn an interior clockwise angle to the right of 57° 14' 33" and run in a southwesterly direction for a distance of 173.41 feet to an iron pin; thence turn an interior clockwise angle to the right of 141° 31' 38" and run in a southwesterly direction for a distance of 328.54 feet to an iron pin; thence turn an interior clockwise angle to the right of 186° 23' 22" and run in a southwesterly direction for a distance of 719.57 feet to an iron pin; thence turn an interior clockwise angle to the right of 184° 29' 01" and run in a southwesterly direction for a distance of 105.74 feet to the point of beginning. Said parcel containing 16.06 acres, more or less.

EXHIBIT B

LIFT STATION EASEMENT PROPERTY

A sanitary sewer easement situated in the northwest quarter of Section 33,. Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of 98° 12' 21" and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of 65° 33' 07" and run in a northeasterly direction for a distance of 104.94 feet to a point; thence turn an angle to the right of 78° 49' 56" and run in a southeasterly direction for a distance of 133.52 feet to a point; thence turn an angle to the left of 44° 49' 40" and run in a northeasterly direction for a distance of 102.22 feet to an iron pin; thence turn an interior counterclockwise angle to the left of 133° 09' 19" and run in a southeasterly direction for a distance of 422.74 feet to an iron pin; thence turn an interior clockwise angle to the right of 193° 44' 59" and run in a southeasterly direction for a distance of 119.62 feet to an iron pin; thence turn an interior clockwise angle to the right of 165° 40' 51" and run in a southeasterly direction for a distance of 119.57 feet to an iron pin; thence turn an interior clockwise angle to the right of 129° 13' 22" and run in a northeasterly direction for a distance of 149.65 feet to an iron pin; thence turn an interior clockwise angle to the right of 111° 31' 08" and run in a northwesterly direction for a distance of 249.29 feet to an iron pin; thence turn an interior clockwise angle to the right of 262° 57' 34" and run in a northeasterly direction for a distance of 199.14 feet to an iron pin, said iron pin being on the west right of way line of an extension of Greystone Drive, a private roadway; thence turn an interior clockwise angle to the right of 90° 00' 00" and run in a northwesterly direction along said right of way for a distance of 155.00 feet to an iron pin, said iron pin being on a curve to the right having a central angle of 11° 34' 54" and a radius of 438.39 feet; thence run in a northwesterly direction along the arc of said curve and also along said right of way for a distance of 88.61 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 55' 21" from the chord of last stated curve and run in a northwesterly direction for a distance of 163.17 feet to an iron pin; thence turn an interior clockwise angle to the right of 216° 48' 28" and run in a northwesterly direction for a distance of 133.53 feet to an iron pin; thence turn an interior clockwise angle to the right of 217° 52' 35" and run in a northeasterly direction for a distance of 113.01 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 34' 45" and run in a northwesterly direction for a distance of 66.09 feet to an iron pin; thence turn an interior clockwise angle to the right of 227° 00' 11" and run in a northeasterly direction for a distance of 6.14 feet to the point of beginning; thence turn an interior clockwise angle to the right of 255° 38' 26" and run in a northeasterly direct[illegible] for a distance of 33.42 [illegible]et to a [illegible]; thence turn an interior clockwise angle to the right of

of 28.67' feet to a point; thence turn an interior clockwise angle to the right of 90° 00' 00" and run in a southwesterly direction for a distance of 26.08 feet to a point; thence turn an interior clockwise angle to the right of 104° 21' 34" and run in a southwesterly direction for a distance of 29.59 feet to the point of beginning.

EXHIBIT C

Grantee's Easement Property

A sanitary sewer easement lying 10 feet either side of a line situated in the northwest quarter of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of 98° 12' 21" and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of 65° 33' 07" and run in a northeasterly direction for a distance of 104.94 feet to a point; thence turn an angle to the right of 78° 49' 56" and run in a southeasterly direction for a distance of 133.52 feet to a point; thence turn an angle to the left of 44° 49' 40" and run in a northeasterly direction for a distance of 102.22 feet to an iron pin: thence turn an interior counterclockwise angle to the left of 133° 09' 19" and run in a southeasterly direction for a distance of 422.74 feet to an iron pin; thence turn an interior clockwise angle to the right of 193° 44' 59" and run in a southeasterly direction for a distance of 119.62 feet to an iron pin; thence turn an interior clockwise angle to the right of 165° 40' 51" and run in a southeasterly direction for a distance of 119.57 feet to an iron pin; thence turn an interior clockwise angle to the right of 129° 13' 22" and run in a northeasterly direction for a distance of 149.65 feet to an iron pin; thence turn an interior clockwise angle to the right of 111° 31' 08" and run in a northwesterly direction for a distance of 249.29 feet to an iron pin; thence turn an interior clockwise angle to the right of 262° 57' 34" and run in a northeasterly direction for a distance of 199.14 feet to an iron pin, said iron pin being on the west right of way line of an extension of Greystone Drive, a private roadway; thence turn an interior clockwise angle to the right of 90° 00' 00" and run in a northwesterly direction along said right of way for a distance of 155.00 feet to an iron pin, said iron pin being on a curve to the right having a central angle of 11° 34' 54" and a radius of 438.39 feet; thence run in a northwesterly direction along the arc of said curve and also along said right of way for a distance of 88.61 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 55' 21" from the chord of last stated curve and run in a northwesterly direction for a distance of 163.17 feet to an iron pin; thence turn an interior clockwise angle to the right of 216° 48' 28" and run in a northwesterly direction for a distance of 133.53 feet to an iron pin; thence turn an interior clockwise angle to the right of 217° 52' 35" and run in a northeasterly direction for a distance of 113.01 feet to an iron pin; thence turn an interior clockwise angle to the right of 122° 34' 45" and run in a northwesterly direction for a distance of 66.09 feet to an iron pin; thence turn an interior clockwise angle to the right of 227° 00' 11" and run in a northeasterly direction for a distance of 25.41 feet to the point of beginning; thence t[illegible] an interior clockwise a[illegible] to the right of 75° [illegible] 6" and [illegible] a southwesterly direction for a distance of 124.[illegible] feet to

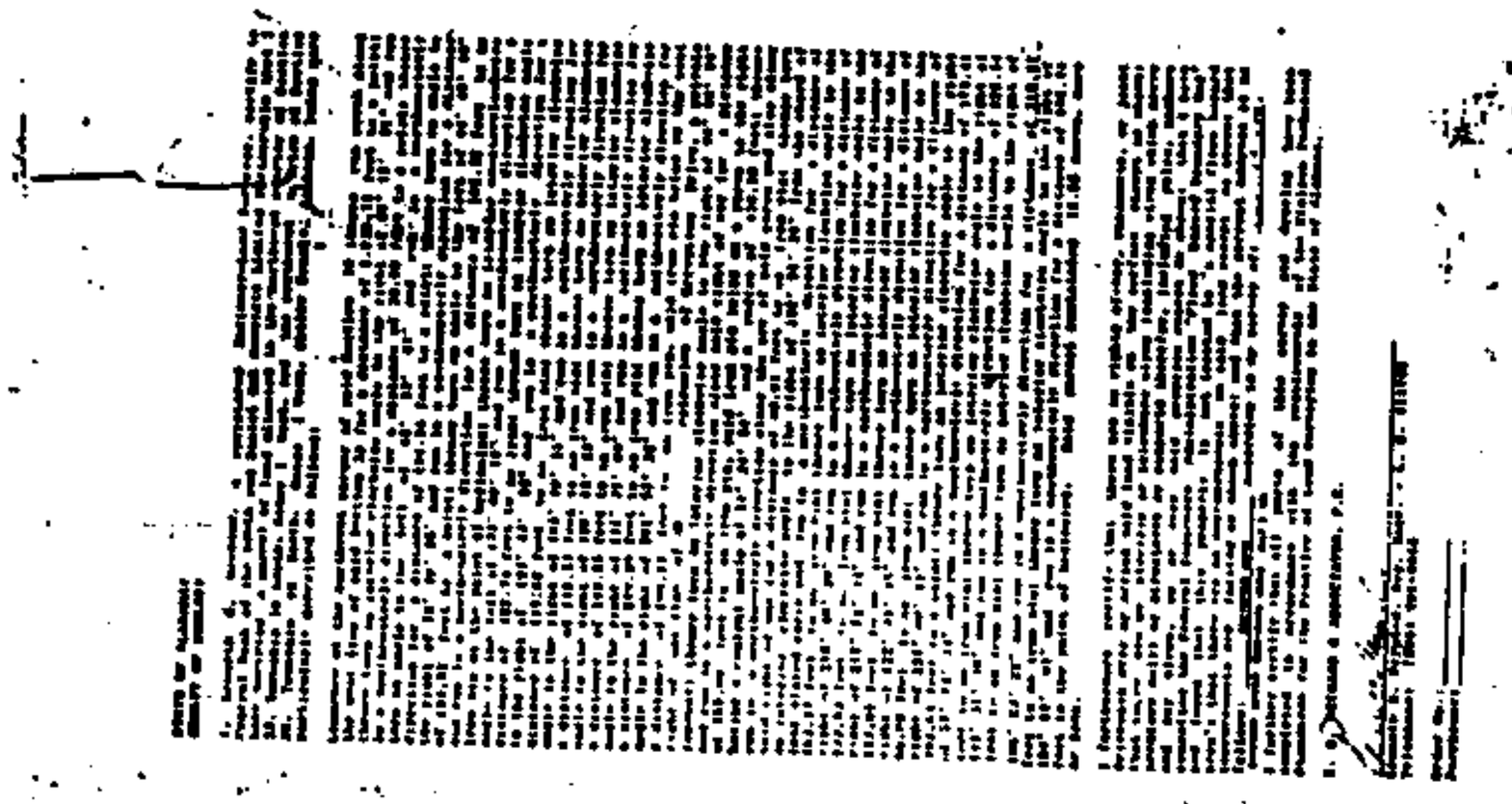
130° 05' 34" and run in a southwesterly direction for a distance of 683.47 feet to a point; thence turn an interior clockwise angle to the right of 147° 07' 44" and run in a southwesterly direction for a distance of 30.40 feet to a point; thence turn an interior clockwise angle to the right of 212° 52' 16" and run in a southwesterly direction for a distance of 52.08 feet to a point; thence turn an interior clockwise angle to the right of 135° 00' 00" and run in a southeasterly direction for a distance of 41.10 feet to the end of said easement.

EXHIBIT D

OAK MOUNTAIN EASEMENT PROPERTY

A sanitary sewer easement lying 10 feet either side of a line situated in the northwest quarter of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of 98° 12' 21" and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of 65° 33' 07" and run in a northeasterly direction for a distance of 104.94 feet to a point; thence turn an angle to the right of 78° 49' 56" and run in a southeasterly direction for a distance of 133.52 feet to a point; thence turn an angle to the left of 44° 49' 40" and run in a northeasterly direction for a distance of 102.22 feet to an iron pin; thence turn an interior counterclockwise angle to the left of 133° 09' 19" and run in a southeasterly direction for a distance of 204.17 feet to the point of beginning; thence turn an interior clockwise angle to the right of 226° 50' 41" and run in a southeasterly direction for a distance of 82.13 feet to a point; thence turn an interior clockwise angle to the right of 223° 37' 20" and run in a southwesterly direction for a distance of 126.79 feet to a point; thence turn an interior clockwise angle to the right of 240° 18' 49" and run in a southwesterly direction for a distance of 52.78 feet to an existing manhole at the end of said easement.



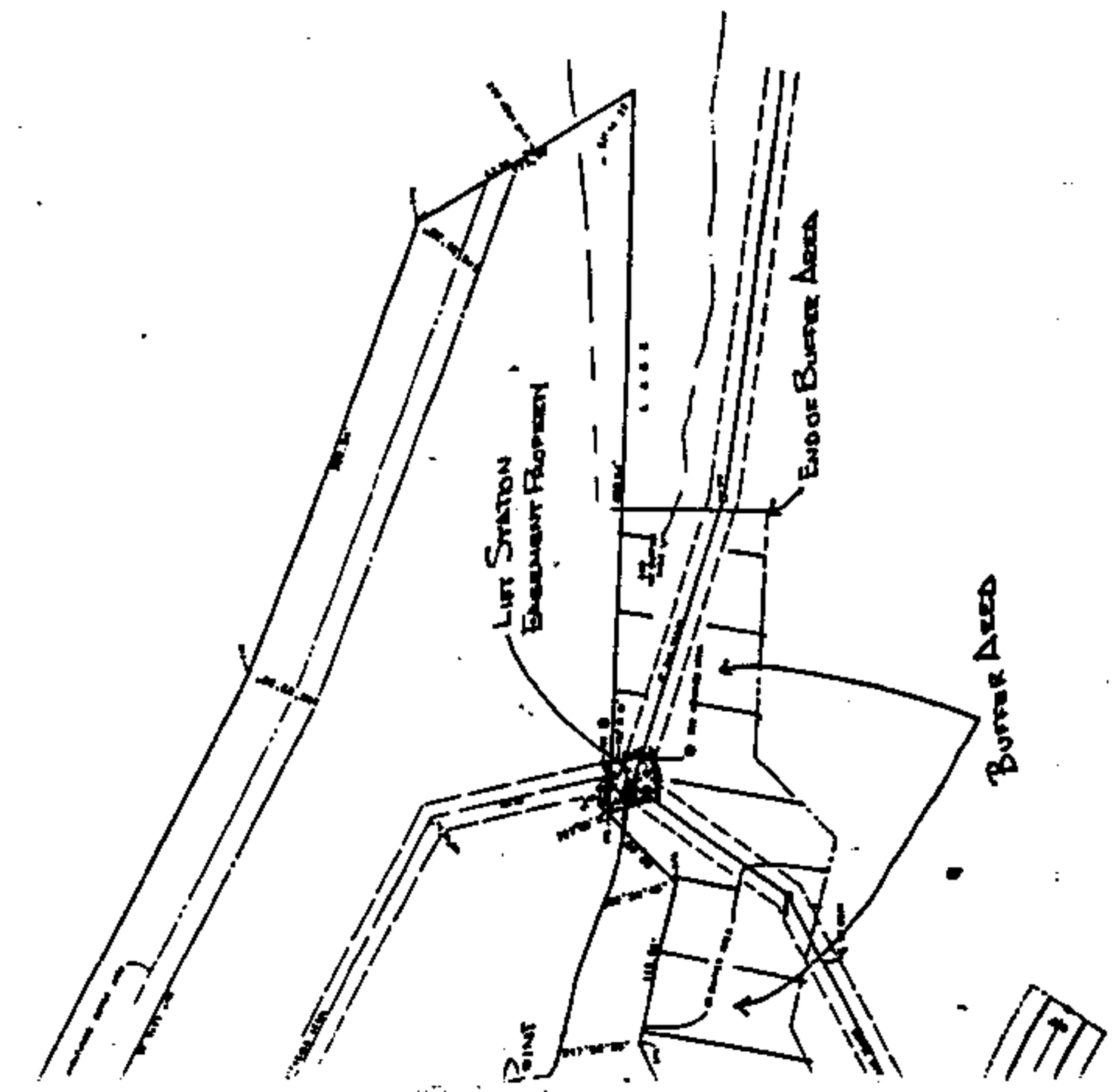

Lift Station
Basement Floor
End of Buffer Area
Buffer Area

EXHIBIT E