

STATE OF ALABAMA)

COUNTY OF SHELBY)

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the 31st day of August, 1999 by and between GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Developer"), and EMRIS H. GRAHAM, JR. and wife, SHARON D. GRAHAM ("Owner").

RECITALS:

Developer and Owner have heretofore entered into an Easement Agreement dated as of January 7, 1999 (the "Agreement") which has been recorded as Instrument #1999-03332 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Agreement.*

Developer and Owner desire to eliminate the provisions of Paragraph 1(b)(ii) of the Agreement which would have required Owner, upon commencement of use of any Driveway constructed on the Easement Property, to subject the Adjacent Saddle Creek Lot owned by Owner to the Declaration and to use best efforts to cause the Adjacent Saddle Creek Lot of Owner to be annexed into the City.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Owner do hereby agree as follows:

1. **Amendment to Agreement.** Paragraph 1(b)(ii) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"(ii) The Driveway to be constructed by Owner on the Easement Property shall be fully paved with either asphalt or concrete and shall be substantially similar in quality of construction as currently found in the Greystone residential development adjacent to the Adjacent Saddle Creek Lot;"

2. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified, confirmed and approved in all respects by Developer and Owner.

Inst # 1999-40042

09/24/1999-40042
03:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

IN WITNESS WHEREOF, Developer and Owner have executed this Amendment
as of the day and year first above written.

**GREYSTONE DEVELOPMENT COMPANY,
LLC, an Alabama limited liability company**

Alabama

By: DANIEL REALTY CORPORATION, an
corporation, Its Manager

By: [Signature]
Its: VICE-PRESIDENT

[Signature]
Emris H. Graham, Jr.

[Signature]
Sharon D. Graham

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify
that M. Lewis Gwaltney, whose name as Vice President of
DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE
DEVELOPMENT COMPANY, LLC, an Alabama limited liability company, 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, acting in its capacity as Manager of said
limited liability company.

Given under my hand and official seal this 20 day of August, 1999,
1999.

[Signature]
Notary Public

[NOTARIAL SEAL]

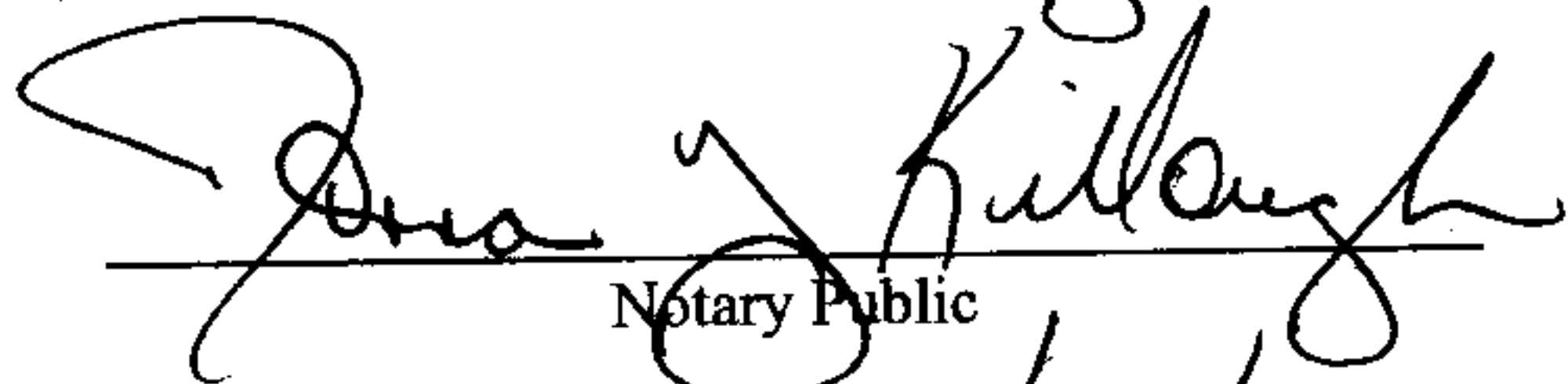
My commission expires: 11-2-99

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that ~~Emmis~~ H. Graham, Jr. and wife, Sharon D. Graham, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 1999.


Notary Public

[NOTARIAL SEAL]

My commission expires: 1/10/2000

CONSENT OF DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, joins in the execution of this First Amendment and does hereby consent to the amendment to the Agreement in the manner set forth above.

Dated as of the 20 day of August, 1999.

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN,
an Alabama corporation, its General Partner

Its: M. Lewis Gwaltney
VICE - PRESIDENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that M. Lewis Gwaltney whose name as 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 20 day of August, 1999.

Donna Lynn Bonds
Notary Public

My Commission Expires: 11-2-99

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

Inst # 1999-40042

09/24/1999-40042
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SHELBY COUNTY JUDGE OF PROBATE
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