

PREPARED BY AND RETURN TO:
Adam J. Sigman, Esq.
Berkowitz, Lefkovits, Isom & Kushner
A Professional Corporation
420 N. 20th Street, Suite 1600
Birmingham, Alabama 35203-5202

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of January 15, 2001 by and between **BAPTIST HEALTH SYSTEM, INC.**, (the "Grantor") and **THE TERRACE, L.L.C.**, an Alabama limited liability company (the "Grantee").

RECITALS:

A. Grantor and Grantee are parties to that certain Reciprocal Easement Agreement dated as of November 7, 2000 and recorded at Instrument Number 2000-38869 in the Office of the Judge of Probate of Shelby County, Alabama (the "Easement").

B. Pursuant to the Easement, Grantor agreed to grant to Grantee a non-exclusive easement over the Burdened Property defined therein for vehicular and pedestrian ingress and egress to and from U.S. Highway 280 and parking as set forth therein, and Grantee agreed to construct and pave a driveway and parking area on such Easement Parcel (defined therein), as shown on **Exhibit "C"** thereto (the "Access and Parking Area Plans").

C. **Exhibits "A", "C" and "D"** to the Easement are incorrect in that the Burdened Property, the Access and Parking Area Plans, and the Easement Parcel (all defined in the Easement) do not extend the easement rights granted to Grantee for vehicular and pedestrian ingress and egress across the existing access driveway on Grantor's property in order to connect the Easement Parcel to the U.S. Highway 280 Right-of-Way as shown herein.

D. Grantor and Grantee desire to correct **Exhibits "A", "C" and "D"** as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained together with other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Burdened Property. **Exhibit "A"** of the Easement is hereby deleted and substituted with **Exhibit "A"** attached hereto.

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3. Grant. Exhibits "C" and "D" of the Easement are hereby deleted and substituted with Exhibits "B" and "C" respectively attached hereto. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purpose of pedestrian and vehicular ingress and egress over and across that certain cross-hatched area reflected on the Access and Parking Area Plans (the "Easement Parcel") which Easement Parcel is more particularly described in Exhibit "C" attached hereto. Grantor does further grant, bargain, sell and convey unto Grantee, its successors and assigns, a non-exclusive, perpetual easement for employee, customer and invitee parking on and/or in the Easement Parcel during the hours of 5:00 p.m. CST and 8:00 a.m. CST, Monday through Friday and for all hours on Saturdays and Sundays. The parties acknowledge that Grantee's and Grantor's employees, customers and invitees will use the Easement Parcel for such uses.

4. Ratification. All other terms and provisions of the Easement are hereby ratified and incorporated herein by reference and shall continue in full force and effect.

5. Entire Agreement. It is agreed that this document contains the entire agreement between the parties as to the matters herein contained and the Agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

GRANTOR:

BAPTIST HEALTH SYSTEM, INC.

By: [Signature]
Name: Charles C. Colbert
Its: SBMC Pres.

GRANTEE:

THE TERRACE, L.L.C.

By: [Signature]
Name: Rita A. Kollar
Its: Sole Member

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Colbert whose name as President SBMC of **BAPTIST HEALTH SYSTEM, INC.**, a(n) the "Grantor", is signed to the foregoing Amendment to Reciprocal Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Reciprocal Easement Agreement, he/she, in his/her capacity as such President SBMC and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17th day of January, 2001.

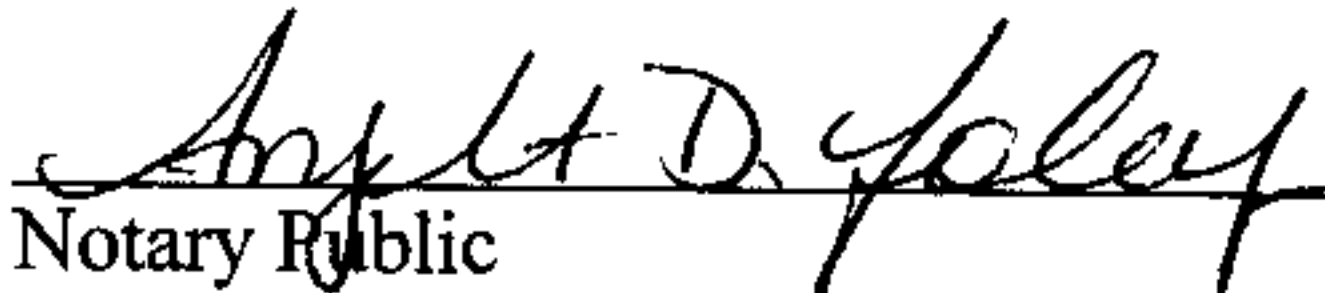
[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: March 30, 2002

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rita R. Kilbers, whose name as Sole Member of **THE TERRACE, L.L.C.**, an Alabama limited liability company, is signed to the foregoing Amendment to Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Easement Agreement, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 6th day of ~~January~~ February, 2001.


Notary Public

[NOTARIAL SEAL]

My Commission Expires. My Commission Expires 11/4/2002

EXHIBIT A
"The Burdened Property"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 EST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION LINE FOR 407.30 FEET TO A 3/4 INCH REBAR, SAID REBAR BEING THE NORTHEASTERN CORNER OF LOT 1, GREYSTONE HIGHLANDS COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 20, PAGE 25, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA, AND THE POINT OF BEGINNING OF AN CROSS PARKING AND INGRESS/EGRESS EASEMENT; THENCE RUN WESTERLY ALONG SAME SECTION LINE AND NORTHERLY LINE OF SAID LOT 1 FOR 200.00 FEET THENCE TURN 110°49'27" TO THE RIGHT AND RUN NORTHEASTERLY 164.53 FEET TO A POINT; THENCE TURN 57°00'43" TO THE LEFT AND RUN NORTHERLY FOR 59.27 FEET TO A POINT, THENCE TURN AN ANGLE OF 64°08'37" TO THE RIGHT AND RUN NORTHEASTERLY FOR 53.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280; THENCE TURN 118°55'59" TO THE RIGHT TO BECOME TANGENT TO A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,714.79 FEET AND SUBTENDING A CENTRAL ANGLE OF 2°58'53"; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 141.25 FEET TO A CONCRETE RIGHT OF WAY MONUMENT AND END OF SAID CURVE; THENCE TURN AN INTERIOR ANGLE OF 174°19'28" FROM TANGENT OF THE LAST DESCRIBED CURVE AND RUN ALONG SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 143.10 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23,112.6 SQUARE FEET, MORE OR LESS.

EXHIBIT B

“Access and Parking Area Plans”

(See attached)

Exhibit B

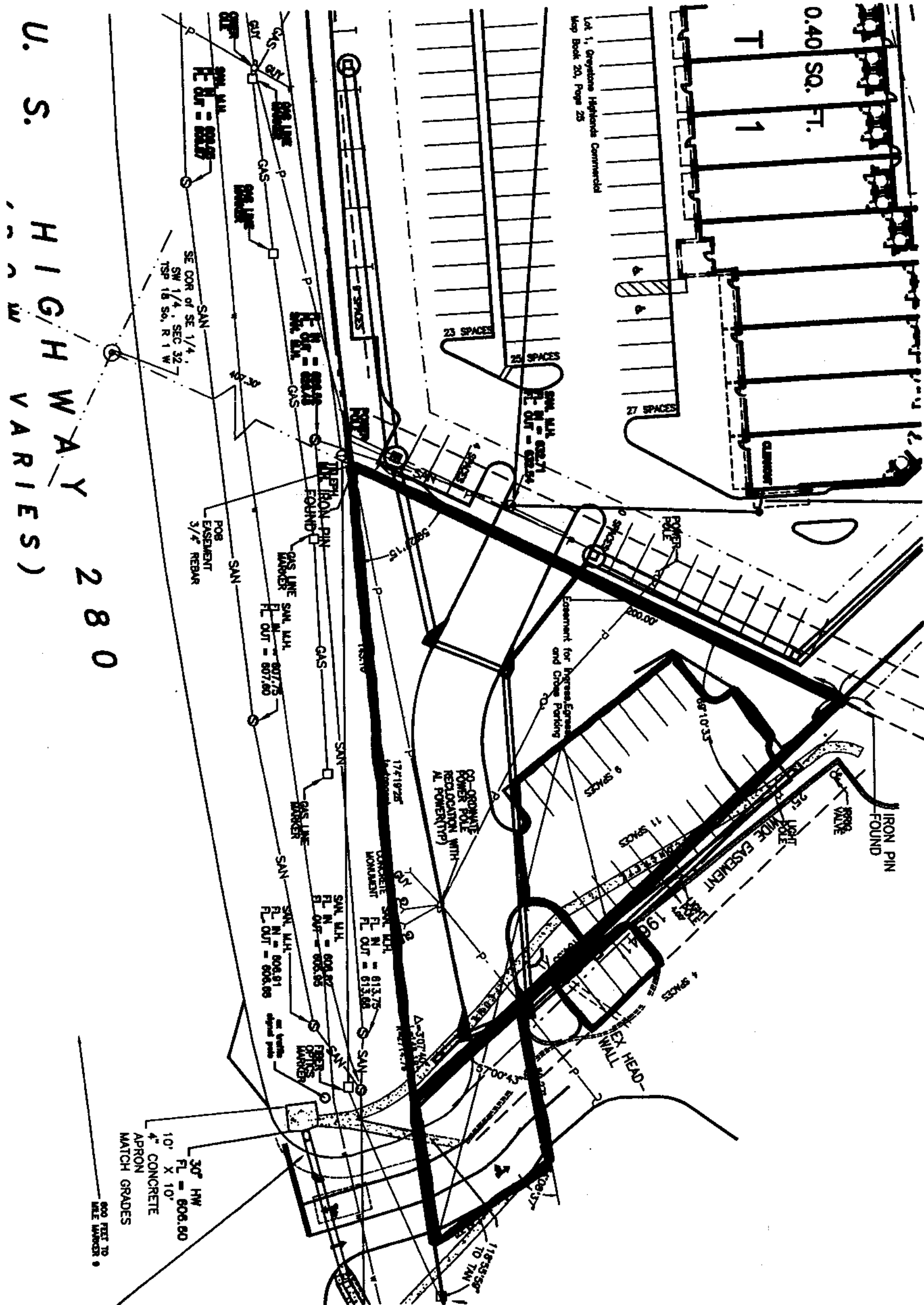


EXHIBIT C
"Easement Parcel"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 EST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION LINE FOR 407.30 FEET TO A 3/4 INCH REBAR, SAID REBAR BEING THE NORTHEASTERN CORNER OF LOT 1, GREYSTONE HIGHLANDS COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 20, PAGE 25, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA, AND THE POINT OF BEGINNING OF AN CROSS PARKING AND INGRESS/EGRESS EASEMENT; THENCE RUN WESTERLY ALONG SAME SECTION LINE AND NORTHERLY LINE OF SAID LOT 1 FOR 200.00 FEET THENCE TURN 110°49'27" TO THE RIGHT AND RUN NORTHEASTERLY 164.53 FEET TO A POINT; THENCE TURN 57°00'43" TO THE LEFT AND RUN NORTHERLY FOR 59.27 FEET TO A POINT, THENCE TURN AN ANGLE OF 64°08'37" TO THE RIGHT AND RUN NORTHEASTERLY FOR 53.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280; THENCE TURN 118°55'59" TO THE RIGHT TO BECOME TANGENT TO A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,714.79 FEET AND SUBTENDING A CENTRAL ANGLE OF 2°58'53"; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 141.25 FEET TO A CONCRETE RIGHT OF WAY MONUMENT AND END OF SAID CURVE; THENCE TURN AN INTERIOR ANGLE OF 174°19'28" FROM TANGENT OF THE LAST DESCRIBED CURVE AND RUN ALONG SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 280 FOR 143.10 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23,112.6 SQUARE FEET, MORE OR LESS.

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