

✓ This instrument was prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P. O. Box 587
Columbiana, AL 35051

Inst # 2001-07233

03/02/2001-07233
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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STATE OF ALABAMA
COUNTY OF SHELBY

MODIFICATION OF RECIPROCAL EASEMENT AGREEMENT

WITNESS this Agreement entered into this 23rd day of January, 2001, by and between **Baptist Health System, Inc.**, an Alabama non-profit corporation ("BHS"), **Shelby County, Alabama**, a political subdivision of the State of Alabama ("County"), **SportsFirst, Inc.**, an Alabama corporation ("SportsFirst"), **DanTract, Inc.**, an Alabama corporation ("DanTract"), **Xpress Partners Greystone, LLC**, an Alabama Limited Liability Company ("Xpress"), and **Charles W. Daniel** ("Daniel"):

RECITALS

WHEREAS, DanTract is the owner of those parcels of real estate situated in Shelby County, Alabama described as Lot 1 and Lot 2, and Xpress is the owner of Lot 3, all as shown on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, and

WHEREAS, BHS and SportsFirst, by document recorded in the Probate Office of Shelby County, Alabama as Instrument Number 1999-33954, DanTract, by document recorded in the Probate Office of Shelby County, Alabama as Instrument Number 1999-07730, County and Xpress, as a result of Reciprocal Easement Agreements and other documents heretofore executed, all are owners of a non exclusive easement for ingress and egress and other uses over and across Lot 1, Lot 2, and Lot 3, all as shown on Exhibit "A", and

WHEREAS, the aforesaid existing Reciprocal Easement by legal description is located on that real property shown and designated on Exhibit "A" as "existing 50' ingress and egress easement," which said existing easement is otherwise described by metes and bounds on Exhibit "B" attached hereto and made part and parcel hereof as fully as if set out herein, and

WHEREAS, DanTract, the aforesaid owner of Lot 1 and Lot 2, and Xpress, the aforesaid owner of Lot 3, as shown on Exhibit "A", have requested that the existing 50' reciprocal ingress and egress easement be relocated to the location shown on said Exhibit "A" as a "proposed ingress and egress easement," a more exact legal description of said proposed ingress and egress easement being shown on Exhibit "C" attached hereto and made part and parcel hereof as fully as if set out herein, and

WHEREAS, BHS, SportsFirst, and County desire to accommodate the request of DanTract, Daniel, and Xpress to move and relocate said proposed easement as hereinabove contemplated:

NOW, THEREFORE, the parties hereto do hereby agree, covenant, and contract as follows:

1. The existing reciprocal non exclusive easement shown on Exhibit "A" and further described by metes and bounds on Exhibit "B", both attached hereto as aforesaid, is hereby relocated to the point shown on said Exhibit "A" as a "proposed ingress and egress easement," which said relocated easement is more particularly described by metes and bounds on Exhibit "C" attached hereto as aforesaid.

2. All parties hereto having rights of ingress and egress and other rights in and to said heretofore existing 50' ingress and egress easement and the real property described on Exhibit "B", do hereby release, quitclaim, and convey unto DanTract all rights, title, and interest therein and further agree that in perpetuity hereafter all parties to this Agreement shall have a non exclusive perpetual easement for ingress and egress and for all other uses and purposes as are defined in the previous documents establishing the original "Reciprocal Easement Agreement" over, across, and along that real estate described on Exhibit "C" attached hereto as aforesaid.

3. DanTract, Daniel, and Xpress do hereby grant, bargain, sell, and convey unto BHS, County, and SportsFirst, Inc., a non exclusive easement for ingress and egress over and across the property described on Exhibit "C" attached hereto, to the full extent that BHS, County, and SportsFirst had prior to the execution of this document non exclusive easement rights in and to the existing easement and right-of-way traversing said property as shown on said Exhibit "A".

4. DanTract, Daniel, and Xpress warrant that they are the owners of their respective parcels of the property described on Exhibit "C"; that they are lawfully seized in fee simple of said premises; that said property is free from all encumbrances except for those easements and restrictions of record, and those utility easements which may hereinafter be granted by such owner and that they have a good right to grant the same as aforesaid; and that they, their heirs, executors, and administrators shall warrant and defend the same to the other parties to this Agreement against the lawful claims of all persons.

5. This Agreement and the parties' rights hereunder shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

6. The parties hereto shall retain all present right, title, and interest in and to all other easements serving their respective property and the sole and only effect of this document will be to substitute, move, and relocate the easement across Lot 1, Lot 2, and Lot 3, shown on Exhibit "B", to the position described by metes and bounds on Exhibit "C" attached hereto, as aforesaid.

7. DanTract and Daniel agree that they will, without cost to the other parties to this Agreement, relocate the paved drive or roadway from the real property described on Exhibit "B" to the real property described on Exhibit "C", both attached hereto, which said relocation shall, once commenced, proceed in an expeditious manner. Said relocated drive or roadway shall be at least equal in quality, construction, and standards to the existing driveway which is being replaced and, during construction thereof, DanTract, Daniel, and Xpress will use their best efforts to keep the traveled portion of said roadway continuously open for vehicular traffic.


8. DanTract, Daniel, and Xpress agree that subsequent hereto and upon request from County they and each of them will execute a written document conveying to County a 20' wide utility easement across its/their property shown on Exhibit "A" and that prior to the execution of said document, County will have the right to enter said premises for the construction and installation of a County sewer effluent force main across said property, subject to coordination between County, DanTract, Daniel, and Xpress engineers to verify that County's sewer effluent main, when constructed, will not conflict with other utilities associated with DanTract's, Daniel's, or Xpress's current development of the site.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first given above.

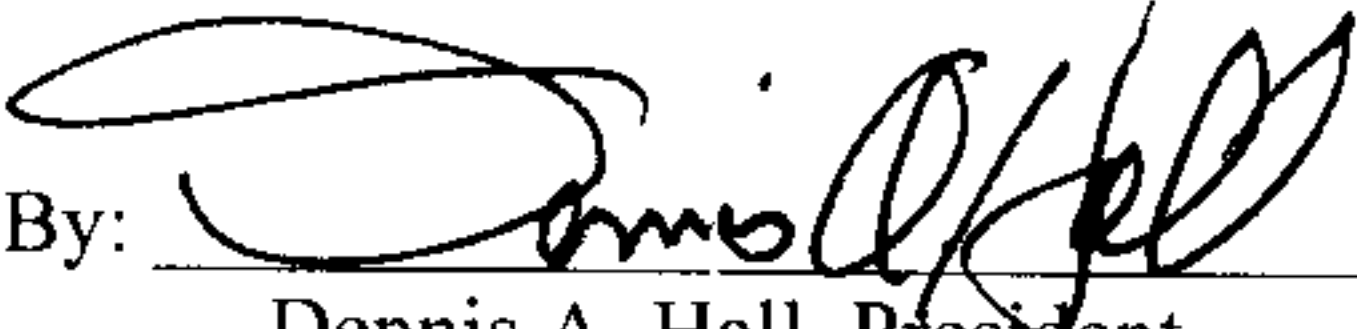
ATTEST:


Secretary Senior Vice President



ATTEST:


Clerk

BAPTIST HEALTH SYSTEM, INC.,
an Alabama non-profit corporation

By: 
Dennis A. Hall, President

SHELBY COUNTY, ALABAMA

By: 
Its: 

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

Allan L. King
~~Secretary~~ Board Chairman

ATTEST:

Lynnda P. Daniel
Secretary

ATTEST:

Sharon P. Chanato
witness

[Signature]
Witness

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Dennis A. Hall**, whose name as **President of Baptist Health System, Inc.**, a non-profit corporation organized under the laws of the State of Alabama, 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 on the day the same bears date.

Given under my hand and seal this 7th day of Feb., 2001.

Cherie Rose

Notary Public

My Commission Expires: 08/25/02

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Alex Dudchuck, whose name as COUNTY MANAGER of Shelby County, Alabama, a political subdivision of the State of Alabama, 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 on the day the same bears date.

Given under my hand and seal this 16 day of FEB, 2001.

Frank G. H.

Notary Public

My Commission Expires: 9-9-02

SPORTSFIRST, INC.,
an Alabama corporation

By:

Its: President

DANTRACT, INC.

By:

Its: President

XPRESS PARTNERS GREYSTONE, LLC,
an Alabama Limited Liability Company

By:

John E. Newman, Managing Member

Charles W. Daniel

CHARLES W. DANIEL

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Bruce P. Gouin, whose name as **President of SportsFirst, 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 instrument, he, as such officer 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 and seal this 7th day of Feb., 2001.

Cherie Rose

Notary Public

My Commission Expires: 08/25/02.

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel, whose name as **President of DanTract, 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 instrument, he, as such officer 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 and seal this 23rd day of January, 2001.

Tamela

Notary Public

My Commission Expires: 8/27/01

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **John E. Newman**, whose name as **Managing Member of Xpress Partners Greystone, 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 Limited Liability Company on the day the same bears date.

Given under my hand and seal this 26th day of January, 2001.

Tamela

Notary Public

My Commission Expires: 8/27/01

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles W. Daniel**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of January, 2001.

Tamela

Notary Public

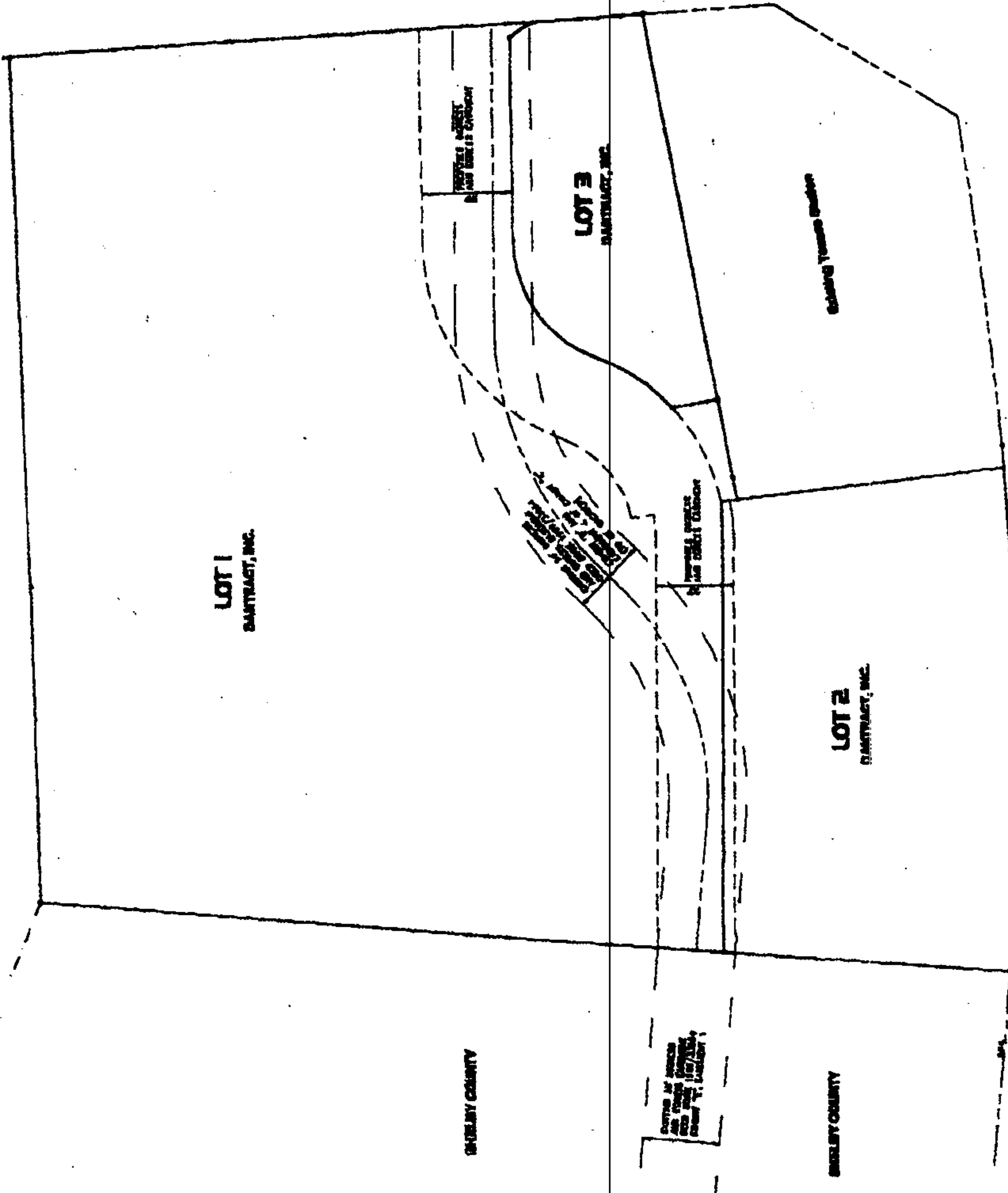
My Commission Expires: 8/27/01



Exhibit "A"

ALABAMA HIGHWAY 119 (CAHABA VALLEY ROAD)

OLD U.S. HIGHWAY 280



U.S. HIGHWAY 280

Exhibit "B"

A 50.0 foot wide easement for ingress and egress situated in the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said Section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the Southwest corner of the Southeast quarter of the Southwest corner of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the POINT OF BEGINNING of the centerline easement herein described; thence run North 59°52'22" West for a distance of 87.25 feet to a point of curvature; thence run along the arc of a curve to the left having a central angle of 51°26'31" and a radius of 200.00 feet in a Northwesterly to Southwesterly direction for a distance of 179.57 feet; thence run South 68°41'07" West for a distance of 2.26 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 46°44'53" and a radius of 230.00 feet in a Southwesterly to Northwesterly direction for a distance of 187.66 feet to a point; thence run North 64°34'01" West for a distance of 196.36 feet, more or less, to a point on the Easterly right-of-way of Alabama Highway No. 119 and the end of the herein described centerline easement.

INGRESS AND EGRESS EASEMENT

AN EASEMENT FOR INGRESS AND EGRESS SITUATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, SAID EASEMENT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION ON AN ASSUMED BEARING OF NORTH 89 DEGREES 42 MINUTES 31 SECONDS EAST A DISTANCE OF 1336.01 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE RUN NORTH 43 DEGREES 07 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 102.14 FEET TO A POINT; THENCE RUN NORTH 48 DEGREES 08 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 112.31 FEET TO A POINT; THENCE RUN NORTH 44 DEGREES 11 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 294.30 FEET TO A POINT; THENCE RUN NORTH 04 DEGREES 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 400.04 FEET TO THE POINT OF BEGINNING, HEREIN DESCRIBED; THENCE RUN NORTH 89 DEGREES 42 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 271.41 FEET TO A POINT OF COMMENCEMENT OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 19 MINUTES 16 SECONDS, A CHORD BEARING OF SOUTH 85 DEGREES 07 MINUTES 43 SECONDS WEST FOR A CHORD DISTANCE OF 15.65 FEET; THENCE RUN SOUTH 10 DEGREES 01 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 15.00 FEET TO A POINT OF COMMENCEMENT OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 56 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 51 DEGREES 29 MINUTES 41 SECONDS WEST FOR A CHORD DISTANCE OF 68.65 FEET TO A POINT; THENCE RUN SOUTH 23 DEGREES 01 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 3.79 FEET TO A POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 144.00, A CENTRAL ANGLE OF 66 DEGREES 46 MINUTES 13 SECONDS, A CHORD BEARING OF SOUTH 56 DEGREES 24 MINUTES 24 SECONDS WEST FOR A CHORD DISTANCE OF 158.48 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 141.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 119; THENCE RUN NORTH 02 DEGREES 34 MINUTES 44 SECONDS WEST AND RUN ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 75.52 FEET TO A POINT ON A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 49.03 FEET, A CENTRAL ANGLE OF 22 DEGREES 54 MINUTES 00 SECONDS, A CHORD BEARING OF SOUTH 32 DEGREES 25 MINUTES 06 SECONDS EAST FOR A CHORD DISTANCE OF 19.47 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 134.50 FEET TO A POINT ON A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 66 DEGREES 46 MINUTES 13 SECONDS, A CHORD BEARING OF NORTH 56 DEGREES 24 MINUTES 24 SECONDS EAST FOR A CHORD DISTANCE OF 93.54 FEET; THENCE RUN NORTH 23 DEGREES 01 MINUTE 17 SECONDS EAST FOR A DISTANCE OF 3.79 FEET TO A POINT ON A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 131.00 FEET, A CENTRAL ANGLE OF 25 DEGREES 55 MINUTES 01 SECOND, A CHORD BEARING OF NORTH 35 DEGREES 58 MINUTES 48 SECONDS EAST FOR A CHORD DISTANCE OF 58.75 FEET TO A POINT ON A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 131.00 FEET, A CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 14 SECONDS, A CHORD BEARING OF NORTH 64 DEGREES 26 MINUTES 36 SECONDS EAST FOR A CHORD DISTANCE OF 70.04 FEET; THENCE RUN NORTH 05 DEGREES 56 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 6.01 FEET TO A POINT ON A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 09 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 85 DEGREES 12 MINUTES 32 SECONDS EAST FOR A CHORD DISTANCE OF 24.26 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 275.45 FEET TO A POINT; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 50.16 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 37,230 SQUARE FEET OR 0.85 ACRES MORE OR LESS.

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SHELBY COUNTY JUDGE OF PROBATE

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