

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

Inst # 2001-44368

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the 3rd day of October, 2001 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company (“Developer”), and GARY G. CRUMPTON and wife, CHERI H. CRUMPTON (collectively, “Owner”).

RECITALS:

Developer and Owner have heretofore entered into an Easement Agreement dated April 24, 2001 (the “Easement Agreement”) which has been recorded as Instrument #2001-36996 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 Easement Agreement.*

Owner and Developer desire to amend Paragraph 3(a) of the Easement Agreement concerning the Termination Date.

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

1. Nature of Easements. The first sentence of Paragraph 3(a) of the Easement Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“The easement granted in Paragraph 1(a) above shall automatically expire, terminate, be deemed null and void and of no further force or effect on the date which is twenty (20) years from the date of this Agreement (the “Termination Date”) unless, on or before such Termination Date, Owner has constructed and completed the Roadway on the Property in accordance with all of the terms, provisions and requirements of Paragraph 1(b) above; the easements granted in Paragraphs 2(a), 2(b) and 2(c) above shall be and are covenants running with the land which shall be binding upon and inure to the benefit of Owner and Developer and their respective heirs, successors and assigns, forever.”

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

10/12/2001-44368
01:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 23.50

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

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

By: DANIEL REALTY CORPORATION, an Alabama corporation, Its Manager

By: M. Lewis Gwaltney, Jr.
Its: VICE-PRESIDENT

Gary G. Crumpton
Gary G. Crumpton

Cheri H. Crumpton
Cheri H. Crumpton

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. Lewis Gwaltney, Jr., 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 3rd day of October, 2001.

Jeresa Lynn Blackmon
Notary Public

[NOTARIAL SEAL]

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 9, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, 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 3rd day of October, 2001.

Barbara Cheryl Mann
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/02

CONSENT OF ASSOCIATION

Greystone Legacy Homeowners' Association, Inc., an Alabama nonprofit corporation, does hereby join in the execution of the foregoing Amendment in order to consent to and approve of all of the terms and provisions thereof.

IN WITNESS WHEREOF, the Association has caused this Consent to be executed as of the 3rd day of OCTOBER 2001.

GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation

By: [Signature]
Its: 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, Jr., whose name as PRESIDENT of GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, Inc., an Alabama nonprofit 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.

Given under my hand and official seal this 3rd day of October, 2001.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 9, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

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