

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

AMENDMENT TO STOCKPILE AND ACCESS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS; that

WHEREAS, Douglas M. Kent, Nina Kent, Douglas M. Kent, II and Rebecca Kent (herein jointly and severally, "Kent") and Alabaster Retail Property, L.L.C., an Alabama limited liability company ("Retail"), did execute and deliver that certain instrument titled "Stockpile and Access Easements" dated January 27, 2003, effective for all purposes as of February 7, 2003, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20030210000080990 ("Agreement"); and

WHEREAS, Paragraph 2 of the Agreement provides for the right of Kent to "substitute" the locations of the Stockpile Easement Parcel and the Access Easement Parcel, as defined in the Agreement, provided certain conditions and requirements are met; and

WHEREAS, Kent notified Retail that it was exercising its right to substitute the location of the Stockpile Easement Parcel and the Access Easement Parcel; and

WHEREAS, pursuant to the Agreement, a survey has been prepared for the "substitute" location of the Stockpile Easement Parcel and Access Easement Parcel; and

WHEREAS, Kent and Retail desire to amend the Agreement in order to amend the legal descriptions of the Stockpile Easement Parcel and the Access Easement Parcel set forth in the Agreement; and

WHEREAS, SouthTrustBank ("SouthTrust") is the mortgagee of the Benefited Property, as defined in the Agreement, and Retail's interest in the Stockpile Easement Parcel and the Access Easement Parcel by virtue of that certain Mortgage and Security Agreement from Retail to SouthTrust dated February 7, 2003 recorded in said Probate Office as Instrument No. 20030210000081150.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Kent and Retail, joined in by SouthTrust, do hereby amend the Agreement and agree as follows:

1. The legal description for the Stockpile Easement Parcel, as set forth on the Exhibit "C" to the Agreement, is amended in its entirety by substituting Exhibit "C-1" attached to this Amendment. Any and all references in the Agreement to the Stockpile Easement Parcel shall mean that parcel of land described on Exhibit "C-1" attached to this Amendment.

2. The legal description of the Access Easement Parcel, as set forth on Exhibit "D" to the Agreement, is amended in its entirety by substituting the legal description of the Access Easement Parcel as set forth on Exhibit "D-1" to this Amendment. Any and all references in the Agreement to the Access Easement Parcel shall mean that parcel of land described on Exhibit "D-1" attached to to this Amendment.

3. Paragraph 2 and Exhibit "E" of the Agreement are superseded and deleted in their entirety.

4. A survey depicting the location of the new Stockpile Easement Parcel and the Access Easement Parcel, described on Exhibit "C-1" and "D-1," respectively, is attached as Exhibit "E-1" to this Amendment.

5. Except as set forth herein, the Agreement shall remain unmodified and in full force and effect; and the Agreement, as modified by this Amendment, is hereby ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, Kent and Retail, joined in by SouthTrust, have executed and sealed this Amendment to Stockpile and Access Easement as of the _____ day of March, 2003.

WITNESS:

[Signature]

[Signature] (L.S.)
Douglas M. Kent

[Signature]

[Signature] (L.S.)
Nina Kent

[Signature]

[Signature] (L.S.)
Douglas M. Kent, II

[Signature]

[Signature] (L.S.)
Rebecca Kent

Alabaster Retail Property, L.L.C.,
an Alabama limited liability company

By: SC Management, Inc.
an Alabama corporation
Its Manager

By: [Signature]
Its: General President

[ACKNOWLEDGEMENTS BEGIN ON NEXT PAGE]

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Douglas M. Kent 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 the above and foregoing instrument, he executed the same voluntarily.

Given under my hand and official seal this 31 day of March, 2003.

Connie B. Payton
 Notary Public
 My Commission expires 08/22, 2005

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Nina Kent 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 the above and foregoing instrument, she executed the same voluntarily.

Given under my hand and official seal this 31 day of March, 2003.

Connie B. Payton
Notary Public
My Commission expires: ~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~MY COMMISSION EXPIRES: Jan 22, 2005~~
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

[ACKNOWLEDGEMENTS CONTINUE ON NEXT PAGE]

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Douglas M. Kent, II 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 the above and foregoing instrument, he executed the same voluntarily.

Given under my hand and official seal this 31 day of March, 2003.

Connie B. Payton
Notary Public
My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 22, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITER

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Rebecca Kent 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 the above and foregoing instrument, she executed the same voluntarily.

Given under my hand and official seal this 31 day of March, 2003.

Connie B. Payton
Notary Public
My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 22, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITER

[ACKNOWLEDGEMENTS CONTINUE NEXT PAGE]

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Owen Aronov, whose name as Sr. Vice President of SC Management, Inc., a corporation, acting in the corporation's capacity as Manager of Alabaster Retail Property, L.L.C., 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, Owen, 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 25th day of March, 2003.

Cystal B. Bennett
Notary Public

My Commission expires: 7-23-2005

CONSENT AND JOINDER

SouthTrust Bank, an Alabama banking corporation, the owner and holder of a mortgage on the Benefited Property and Retail's interest in the Stockpile Easement Parcel and the Access Easement Parcel, hereby consents to the terms and conditions of this Amendment to Stockpile and Access Easements.

WITNESS:

Anda Rhin

SouthTrust Bank,
an Alabama banking corporation

By:

Its:

Group Vice Pres

STATE OF ALABAMA)

COUNTY OF

Simpson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Stephen Hodges*, whose name as *Group Vice Pres* of SouthTrust Bank, an Alabama 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 instrument, he, as such _____, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this *11th* day of *April* ~~March~~, 2003.

(SEAL)

Christa R. Ottaway
Notary Public
My Commission Expires: *6-4-04*

This instrument prepared by:
Jeffrey W. Blitz, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

J:\1 - Aronov_2940\Alabaster\Kent_289\Amendment to Stockpile and Access Easement.doc
2940-289
032120030824

EXHIBIT "C-1"

Stockpile Easement

An easement located in the southeast quarter of the southwest quarter of Section 11, Township 21 South, Range 3 West and being more particularly described as follows:

COMMENCE at the southwest corner of said Section 11; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 2169.97 feet to the POINT OF BEGINNING; thence continue South 89 degrees, 03 minutes, 42 seconds East along the section line 272.66 feet; thence run North 25 degrees, 30 minutes, 31 seconds East 339.88 feet; thence run North 65 degrees, 14 minutes, 00 seconds West 682.70 feet; thence run South 25 degrees, 30 minutes, 07 seconds West 296.73 feet; thence run South 20 degrees, 01 minutes, 42 seconds West 153.82 feet; thence run South 65 degrees, 14 minutes, 00 seconds East 419.98 feet to the POINT OF BEGINNING.

Said easement containing 6.71 acres, more or less.

EXHIBIT "D-1"

30-Foot Access Easement

A 30-foot wide easement for ingress and egress lying in the southeast quarter of the southwest quarter of Section 11, Township 21 South, Range 3 West, said easement being more particularly described as follows:

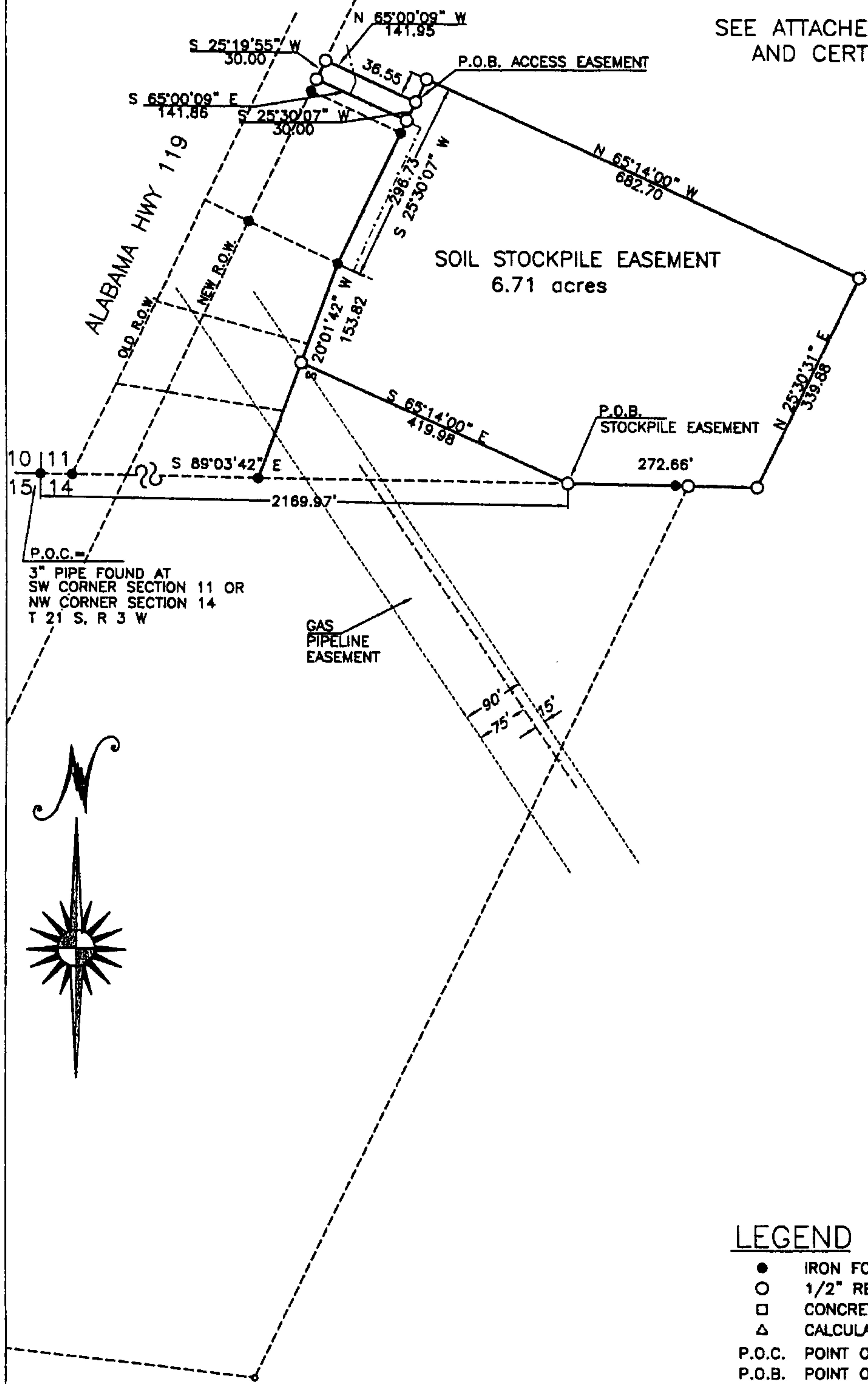
COMMENCE at the southwest corner of said Section 11; thence run South 89 degrees, 03 minutes, 42 seconds East and along the section line 2442.63 feet; thence run North 25 degrees, 30 minutes, 31 seconds East 339.88 feet; thence run North 65 degrees, 14 minutes, 00 seconds West 682.70 feet; thence run South 25 degrees, 30 minutes, 07 seconds West 36.55 feet to the POINT OF BEGINNING of said easement; thence run North 65 degrees, 00 minutes, 09 seconds West 141.95 feet to a point on the east right-of-way of Alabama Highway 119; thence run South 25 degrees, 19 minutes, 55 seconds West and along said east right-of-way 30.00 feet; thence run South 65 degrees, 00 minutes, 09 seconds East 141.86 feet, more or less; thence run North 25 degrees, 30 minutes, 07 seconds East 30.00 feet to the POINT OF BEGINNING.

STOCKPILE, AND ACCESS EASEMENT

EXHIBIT "E-1"

SEE ATTACHED DESCRIPTIONS
AND CERTIFICATION

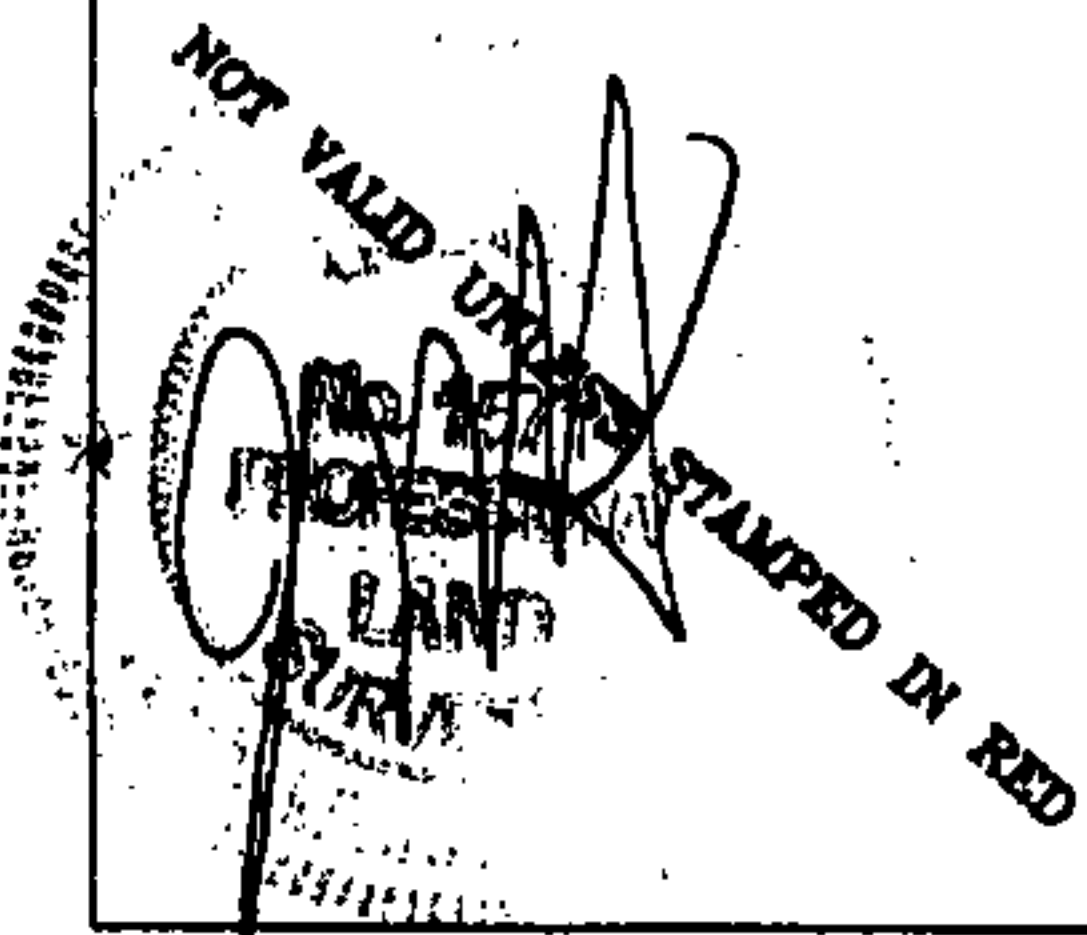
20030421000240340 Pg 9/9 36.00
Shelby Cnty Judge of Probate, AL
04/21/2003 08:25:00 FILED/CERTIFIED



LEGEND

- IRON FOUND
- 1/2" REBAR and CAP SET
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT-NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- () DEED and/or PLAT CALL
- R.O.W. RIGHT-OF-WAY

REVISED 3-12-03
REVISED 2-26-03



Herndon, Hicks and Associates, Inc.

Professional Land Surveyors

2728 Lurleen Wallace Blvd. P.O. Drawer 508
Northport, Alabama 35476

205 E. Washington Street | P.O. Box 447
Demopolis, Alabama 36732

Drawn By JMH	Field Work 3-03
Scale 1"=200'	Surveyed By KDH
Date 11-19-02	Appd. By JMH
Drawing No. 0112-021-STOCKPILE EASEMENT.dwg	