

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the 3rd day of September, 2003 by and among GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("GDC"), STILLMEADOW FARM, LTD., an Alabama limited partnership ("StillMeadow"), and WALTER D. DICKSON, an unmarried man ("Dickson").

R E C I T A L S:

GDC, StillMeadow and Dickson have heretofore entered into an Access Easement Agreement dated as of March 23, 1999 (the "Agreement") which has been recorded as Instrument #1999-12253 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.*

GDC, StillMeadow and Dickson desire to amend the Agreement in order to reflect the grant by GDC of certain additional non-exclusive easements over, across, through and upon the real property owned by GDC situated directly adjacent to the StillMeadow Property and the Dickson Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Utility Easements and Utility Connection Rights.** The agreement is amended by adding the following thereto as Paragraph 6:

“6. Utility Connection Rights.

(a) Subject to the terms and conditions of Paragraph 6(b) below, GDC does hereby grant to StillMeadow and Dickson and their respective heirs, executors, successors and assigns a permanent, perpetual and non-exclusive easement over, across, through, under and upon that certain real property owned by GDC (the "Utility Easement Property") which is more particularly described in Exhibit A attached hereto and incorporated herein by reference for the purpose of constructing, installing, maintaining, using, repairing, operating and replacing from time to time thereon any and all underground lines, pipes, conduit, wiring, equipment, machinery and other apparatus (collectively, the "Utility Lines") which may be reasonably necessary or required in order to provide the StillMeadow Property and the Dickson Property with underground electrical, telephone, gas, sanitary sewer, storm sewer, water and cable television

services (collectively, the “Utility Services”). In addition, GDC does hereby grant to StillMeadow and Dickson and their respective heirs, executors, successors and assigns the right to connect and tie-on to any Utility Lines which may be located within the right-of-way of that portion of Legacy Drive, a private roadway, which is situated directly adjacent to the Utility Easement Property (collectively, the “Utility Connection Rights”).

(b) The exercise of the easements granted by GDC to StillMeadow and Dickson pursuant to Paragraph 6(a) above are granted and shall be utilized by StillMeadow, Dickson and their respective heirs, executors, successors and assigns, subject to and upon the following terms and conditions:

(i) All Utility Lines to be constructed by StillMeadow and Dickson and their respective heirs, executors, successors and assigns, within the Utility Easement Property and within the StillMeadow Property and the Dickson Property shall at all times be located underground;

(ii) All Utility Lines to be constructed by StillMeadow and Dickson and their respective heirs, executors, successors and assigns within the Utility Easement Property, the StillMeadow Property and the Dickson Property shall at all times be constructed in accordance with all applicable statutes, ordinances, laws, code provisions, rules, regulations and requirements of all governmental agencies and those utility companies which will provide any of the Utility Services through the Utility Lines for the benefit of the StillMeadow Property or the Dickson Property;

(iii) The easement rights created pursuant to Paragraph 6(a) above, including without limitation, the Utility Connection Rights, shall be utilized solely for the purposes of providing Utility Services to not more than two (2) dwelling units situated on either of the StillMeadow Property or the Dickson Property. In addition, the easement rights granted pursuant to Paragraph 6(a) above, including, without limitation, the Utility Connection Rights, shall serve only the StillMeadow Property and the Dickson Property and may not be utilized to provide any Utility Services to any other real property.

(iv) StillMeadow and Dickson, for themselves and their respective heirs, executors, successors and assigns, covenant and agree to promptly repair and restore any damage to Legacy Drive, a private roadway, and the Utility Easement Property which may result from the exercise of the easement rights granted pursuant to Paragraph 6(a) above, including, without limitation, the replacement of any landscaping, plant life or other vegetation situated on the Utility Easement Property which may be damaged or destroyed with landscaping, plant life or other vegetation of substantially the same character, size, quantity and quality as that damaged or destroyed;

(v) Unless the applicable utility company or governmental agency assumes all maintenance obligations for all Utility Lines constructed by

StillMeadow, Dickson or any of their respective heirs, executors, successors and assigns, within the Utility Easement Property, the then owners of the StillMeadow Property and the Dickson Property shall, at their respective sole cost and expense, operate, maintain, repair and replace, if necessary, all Utility Lines which may have been constructed within the Utility Easement Property as well as within any portion of Legacy Drive, a private roadway, which may have been utilized in connection with the exercise of the Utility Connection Rights;

(vi) StillMeadow and Dickson and their respective heirs, executors, successors and assigns shall be solely responsible for (1) paying any and all costs and expenses relating to the installation of any Utility Lines within the Utility Easement Property or in connection with the exercise of the Utility Connection Rights, including, without limitation, the installation of all meters for all Utility Services which may be required, (2) paying any and all reservation, tap, impact and other fees and any other service, use and demand fees or charges charged from time to time by any utility company or governmental agency providing any Utility Services through the Utility Lines and (3) obtaining any and all contracts and contract rights necessary and otherwise obtaining any and all taps, tap rights and capacity use allocations necessary for any Utility Services which will be provided to the StillMeadow Property or the Dickson Property; and

(vii) Except for any underground Utility Lines to be constructed by StillMeadow and Dickson and their heirs, executors, successors and assigns, no other improvements of any nature (other than the replacement of damaged or destroyed plant life and vegetation pursuant to the terms and provisions of Paragraph 6(b)(iv) above), shall be constructed, placed, installed or allowed to remain on any portion of the Utility Easement Property.

2. **Grant of Access Easement.** The Agreement is amended by adding the following thereto as Paragraph 7:

“7. **Driveway Access Easement.**

(a) Subject to the terms and conditions of Paragraph 7(b) below, GDC does hereby grant to StillMeadow and Dickson and their respective heirs, executors, successors and assigns, a permanent, perpetual and non-exclusive easement over, across, through and upon that certain real property (the “Additional Driveway Easement Property”) which is more particularly described in Exhibit B attached hereto and incorporated herein by reference for the purposes of providing ingress to and egress from the StillMeadow Property and the Dickson Property and Legacy Drive, a private roadway, which is directly adjacent to and abuts the Additional Driveway Easement Property. StillMeadow and Dickson, for themselves and their respective heirs, executors, successors and assigns, do hereby acknowledge and agree that GDC has heretofore constructed an asphalt-paved driveway over and upon the Additional Driveway Easement Property and the Additional Driveway Easement Property is currently being utilized by StillMeadow and Dickson to obtain access between the StillMeadow Property and the Dickson Property and Legacy Drive, a private roadway. StillMeadow and Dickson, by execution hereof do hereby acknowledge and agree that all improvements heretofore made to the

Additional Driveway Easement Property are hereby accepted and approved by StillMeadow and Dickson, respectively.

(b) The easements granted by GDC to StillMeadow and Dickson pursuant to Paragraph 7(a) above are granted and shall be utilized by StillMeadow, Dickson and their respective heirs, executors, successors and assigns subject to and upon the following terms and conditions:

(i) StillMeadow and Dickson shall have the right to construct, install, use, operate, maintain, repair and replace from time to time on the Additional Driveway Easement Property any and all asphalt paving and, if desired, curbing and gutters. Except as specifically provided above, no other improvements shall be constructed, installed, placed or be operated in or upon the Additional Driveway Easement Property;

(ii) The Additional Driveway Easement Property shall be utilized by StillMeadow and Dickson and their respective heirs, executors, successors and assigns solely for the purpose of providing access between not more than two (2) dwelling units which may be constructed on either the StillMeadow Property and the Dickson Property and Legacy Drive, a private roadway. In no event shall any portion of the Additional Driveway Easement Property be utilized to serve any real property other than the StillMeadow Property and the Dickson Property; and

(iii) Dickson and StillMeadow, for themselves and respective heirs, executors, successors and assigns, covenant and agree to at all times maintain the Additional Driveway Easement Property in good condition and repair.”

3. **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.

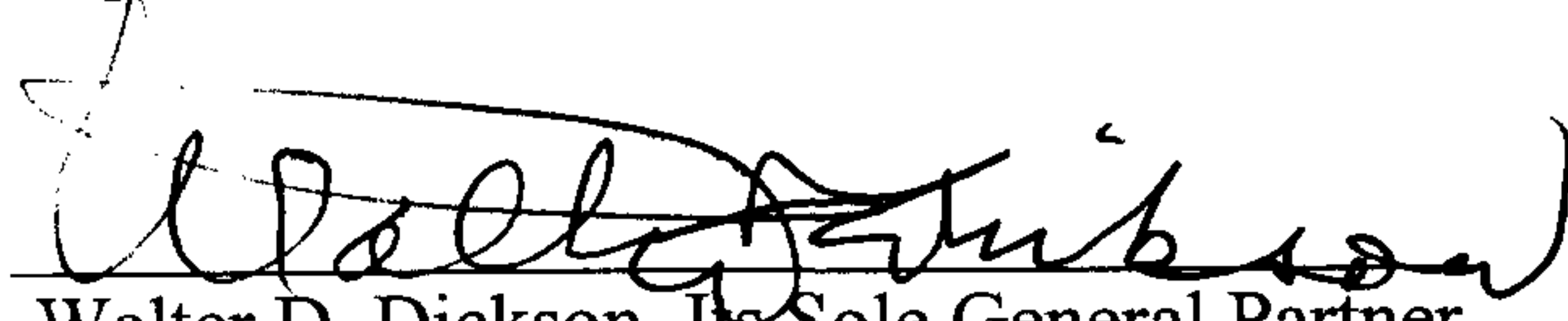
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


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

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

By: Christopher A. Brown
Its: Senior Vice President

STILLMEADOW FARM, LTD., an Alabama
limited partnership

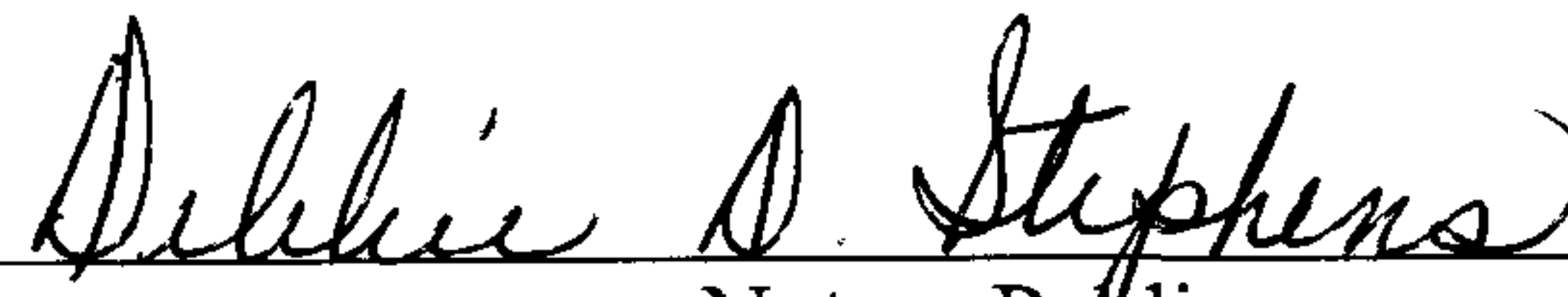
By: 
Walter D. Dickson, Its Sole General Partner


Walter D. Dickson

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher A. Brown, whose name as Sr. 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 in its capacity as Manager of Greystone Development Company, LLC.

Given under my hand and official seal this 3rd day of September, 2003.


Notary Public

[NOTARIAL SEAL]

My commission expires: April 10, 2006

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Walter D. Dickson, whose name as General Partner of StillMeadow Farm, Ltd., 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 General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 22nd day of September, 2003.

Jeresa Lynn Blackmon
Notary Public

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

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Walter D. Dickson, 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 22nd day of September, 2003.

Jeresa Lynn Blackmon
Notary Public

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

[NOTARIAL SEAL]

My commission expires: _____

EXHIBIT A

Legal Description of Utility Easement Property

The Utility Easement Property consists of that certain real property situated in Shelby County, Alabama which is more particularly shown and described as a 20 foot easement over, across, through and upon that portion of Lot 114A, according to a Resurvey of Lot 114, Greystone Legacy 1st Sector, as recorded in Map Book 29, Page 101 in the Office of the Judge of Probate of Shelby County, Alabama, running from Legacy Drive, a private roadway, to the common boundary of the StillMeadow Property and said Lot 114A.

EXHIBIT B

Legal Description of Additional Driveway Easement Property

An easement for ingress and egress situated in Lot 114A of A Resurvey of Lot 114 Greystone Legacy, 1st Sector, as recorded in Map Book 29, on Page 101, in the Office of the Judge of Probate, Shelby County, Alabama being more particularly described as follows:

Begin at the Northwest corner of said Lot 114A; thence run in a Northeasterly direction along the Northwest line of said Lot 114A and also along the Southeast right of way line of Legacy Drive in said Resurvey for a distance of 18.00 feet to a point; thence turn an angle to the right of 95 degrees, 31 minutes, 30 seconds and run in a Southeasterly direction for a distance of 15.25 feet to a point on the Southwest line of said Lot 114A; thence turn an angle to the right of 113 degrees, 27 minutes, 25 seconds and run in a Northwesterly direction along the Southwest line of said Lot 114A for a distance of 21.00 feet to the Southwest corner of said Lot 114A; thence turn an angle to the right of 81 degrees, 11 minutes, 40 seconds and run in a Northerly direction along the West line of said Lot 114A for a distance of 5.33 feet to the point of beginning.