

This instrument was prepared by:

M. Beth O'Neill


MAYNARD, COOPER & GALE, P.C.

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Birmingham, Alabama 35203-2602

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20041122000641220 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
11/22/2004 14:39:00 FILED/CERTIFIED

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT TO AGREEMENT FOR INGRESS/EGRESS & UTILITIES EASEMENT

This Amendment to Agreement for Ingress/Egress & Utilities Easement (hereinafter called this "Amendment"), is made and entered into as of November ~~18~~, 2004 by and between Baptist Health System, Inc., an Alabama nonprofit corporation (fka Baptist Medical Center Shelby)("Baptist"), and Alabaster Water Board, a public corporation ("Board" and collectively with Baptist, the "Parties").

Recitals

A. The Parties have heretofore entered into a certain Agreement for Ingress/Egress & Utilities Easement dated February 6, 2002 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 2002-06955 (the "Easement").

B. As constructed, the Board's water line is located partially outside the described boundaries of the easement set forth in the Easement.

C. The parties wish to amend the legal description of the Easement to describe the actual location of the water line installed by the Board.

Agreement

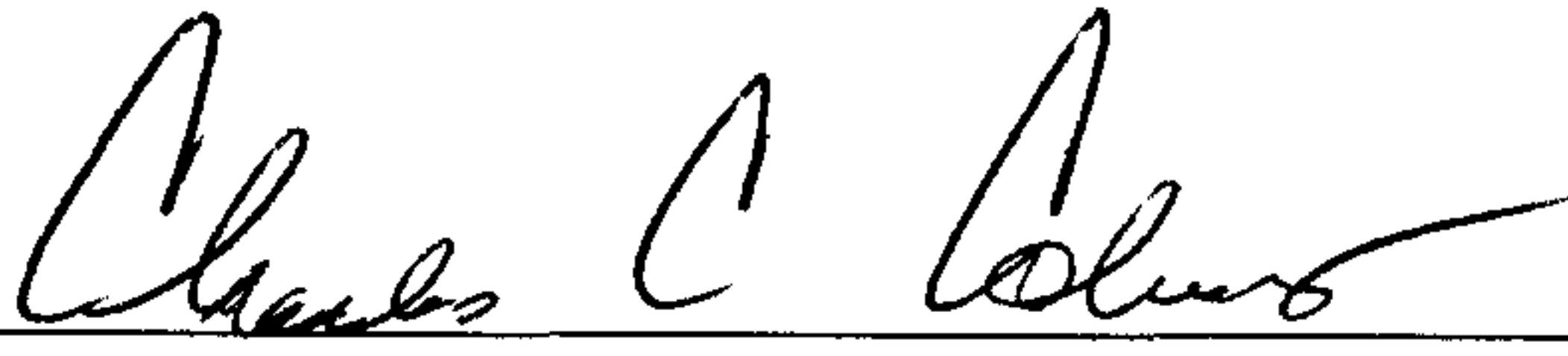
NOW, THEREFORE, in consideration of the foregoing recital and of the mutual agreement of the parties hereto, the Parties hereby agree as follows:

1. The legal description of the easement set forth in Section 1 of the Easement is hereby deleted, the legal description set forth on Exhibit A attached hereto and made a part hereof is substituted in lieu thereof. The location of the easement is more fully described on the survey attached hereto as Exhibit B and made a part hereof.

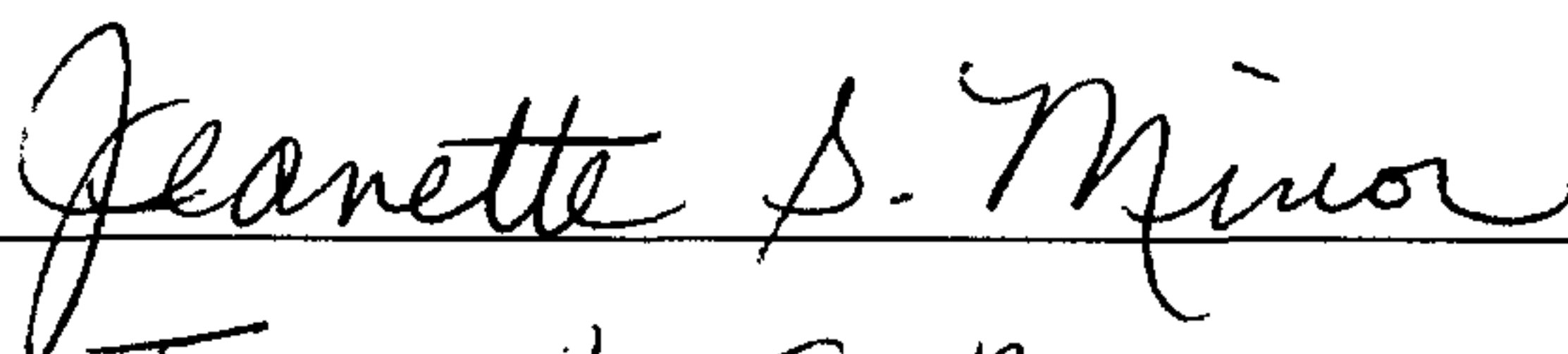
2. Except as hereby expressly modified and amended, the Easement shall otherwise remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has executed or caused this instrument to be executed in its name and on its behalf by its officers or member thereunto duly authorized, all as of the date first above written.

BAPTIST HEALTH SYSTEM, INC.

By: 
Name: Charles C. Colvert
Title: President, Baptist Shelby

ALABASTER WATER BOARD

By: 
Name: Jeanette S. Minor
Title: Manager, Water Board

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles C. Colvert, whose name as President, Baptist Shelby of Baptist Health System, 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 the foregoing instrument, he, acting in his capacity as such President and with full authority, executed the same voluntarily on the date hereof, for and on behalf of said corporation.

Given under my hand and official seal, this 18th day of November, 2004.

Donna H. Smelser
Notary Public

[AFFIX SEAL]

My Commission Expires: March 25, 2006

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeanette S. Minor, whose name as Manager of Alabaster Water Board, an Alabama public 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 the foregoing instrument, s/he, acting in his capacity as such officer and with full authority, executed the same voluntarily on the date hereof, for and on behalf of said corporation.

Given under my hand and official seal, this 18th day of November, 2004.

Jean Ann Bailey
Notary Public

[AFFIX SEAL]

My Commission Expires: May 6, 2006

EXHIBIT A

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6166
FAX (205) 328-2252
WWW.SCHOEL.COM

SHELBY RIDGE NURSING HOME SURVEY
LEGAL DESCRIPTION FOR CORRECTIVE DEED
TO REPLACE EASEMENT AGREEMENT
RECORDED IN INSTRUMENT NO. 2002-06955

An easement for ingress, egress and utilities 40 feet in width situated in the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the North line of said 1/4 – 1/4 section a distance of 72.28 feet to the POINT OF BEGINNING of an easement for ingress, egress and utilities lying 20 feet to each side of the following described centerline; thence 90°00' to the left in a Southerly direction a distance of 301.71 feet to a point; thence 14°48'59" to the left in a Southeasterly direction a distance of 177.64 feet to a point; thence 12°57'05" to the right in a Southerly direction a distance of 215.29 feet to a point; thence 89°51'04" to the left in an Easterly direction a distance of 20.46 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 85.42 feet to a point; thence 15°30'09" to the right in a Southwesterly direction a distance of 205.20 feet to the Point of Ending of said centerline.

ACREAGE

