

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 2nd day of March, 2005 by and among **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("GDC"), **W. DAVID PAISLEY** ("Paisley"), **LARRY D. WALKER** ("Walker") and **GREYSTONE GOLF, LLC**, an Alabama limited liability company ("Grantee").

R E C I T A L S:

GDC and Grantee have heretofore entered into an Access Easement Agreement dated September 8th, 2003 (the "Agreement") which has been recorded as Instrument #20030909000604420 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.*

At the time the Agreement was executed, GDC was the owner of all of the Easement Property, as defined in the Agreement. Since the date of execution of the Agreement, GDC has transferred and conveyed to Paisley and Walker, as joint tenants with right of survivorship (collectively, the "Joint Owners"), Lot 807, Greystone Legacy 8th Sector, as recorded in Map Book 31, Page 14 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama. A portion of the Easement Property is situated on Lot 807.

GDC, Grantee and the Joint Owners have determined that the legal description and location of the Easement Property should be modified and amended. Accordingly, the parties hereto desire to amend the Agreement in the manner hereinafter set forth.

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

1. **Amendment to Description of Easement Property.** The Agreement is hereby amended by deleting Exhibit A to the Agreement in its entirety and by substituting in lieu thereof Revised Exhibit A attached hereto and incorporated herein by reference. From and after the date hereof, any and all references in the Agreement to the Easement Property shall mean and refer to the real property described in Revised Exhibit A hereto.

2. **Joinder of Joint Owners.** The Joint Owners join in the execution of this Amendment and do hereby grant to Grantee, its lessees, successors and assigns and their respective duly authorized employees, agents, contractors and invitees, a permanent, perpetual and non-exclusive easement over, across, through, under and upon any portion of the Easement

Property situated on Lot 807 for the purposes of (i) providing vehicular and pedestrian ingress and egress to and from the Golf Course Property and that certain private roadway known as "Greystone Legacy Drive" which abuts and is directly adjacent to the Easement Property, and (ii) constructing, installing, operating, maintaining, repairing and replacing from time to time thereon any Improvements, as defined in the Easement Agreement. The foregoing easement granted by Joint Owners to Grantee shall be subject to all of the terms and provisions of the Agreement, including, specifically, Paragraph 1(b) thereof.

3. **No Homestead.** Joint Owners do hereby represent and warrant that Lot 807 does not constitute the homestead of either of the Joint Owners.

4. **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 and are hereby ratified, confirmed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this 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: Christopher A. Brown
Its: Sr Vice President

GREYSTONE GOLF, LLC, an Alabama
limited liability company

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

By: Christopher A. Brown
Its: Sr. Vice President + Treasurer

W. David Paisley
W. David Paisley

Larry D. Walker
Larry D. Walker

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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, acting in its capacity as Manager of said limited liability company.

Given under my hand and official seal this 1st day of March, 2005.

Chris Tortorelli
Notary Public

[NOTARIAL SEAL]

My commission expires: March 3, 2008

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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 and Treasurer of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE GOLF, 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 1st day of March, 2005.

Chris Tortorelli

Notary Public

[NOTARIAL SEAL]

My commission expires: March 3, 2008

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that W. DAVID PAISLEY, 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 2nd day of March, 2005.

Chris Tortorelli

Notary Public

[NOTARIAL SEAL]

My commission expires: March 3, 2008

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that LARRY D. WALKER, 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 2nd day of March, 2005.

Chris Intorn
Notary Public
My commission expires: March 3, 2008

[NOTARIAL SEAL]

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8429

REVISED EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

An ingress and egress easement for Greystone Legacy Golf Course situated in the South half of Section 14, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of said Section 14 and turn an interior angle to the right off the North line of said quarter Section of 73 degrees, 37 minutes, 56 seconds and run in a Southeasterly direction for a distance of 102.56 feet to a point on a curve to the right, having a central angle of 06 degrees, 50 minutes, 18 seconds and a radius of 401.10 feet, said point being on the South right of way line of proposed Legacy Drive; thence turn an angle to the left of 86 degrees, 34 minutes, 51 seconds to the chord of said curve and run along the arc of said curve for a distance of 47.87 feet to a point, said point also being on the South right of way line of proposed Legacy Drive; thence run tangent to last stated curve in a Northeasterly direction along the South right of way line of said Legacy Drive for a distance of 176.46 feet to a point on a curve to the right, having a central angle of 23 degrees, 15 minutes, 13 seconds and a radius of 655.33 feet; thence run along the arc of said curve in a Northeasterly to Southeasterly direction for a distance of 265.97 feet to a point on a compound curve to the right, having a central angle of 16 degrees, 39 minutes, 26 seconds and a radius of 756.02 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 219.80 feet to a point, said point also being on the South right of way line of said Legacy Drive; thence run tangent to last stated curve in a Southeasterly direction for a distance of 111.92 feet to a point on the Northwest corner of proposed Lot 817, Greystone Legacy 8th Sector, said point being on the South right of way line of said Legacy Drive; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along the Northwest line of said Lot 817 for a distance of 200.00 feet to a point, said point also being the Southwest corner of said Lot 817; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction along Lots 817 through 815, of said Greystone Legacy 8th Sector for a distance of 350.84 feet to a point, said point also being a bend point on the Southwest line of said Lot 815; thence turn an angle to the right of 18 degrees, 14 minutes, 08 seconds and run in a Southeasterly direction along Lots 815 through 810, in said Greystone Legacy 8th Sector in a Southeasterly direction for a distance of 726.98 feet to a point, said point also being a bend point on the Southwest line of said Lot 810; thence turn an angle to the left of 06 degrees, 09 minutes, 19 seconds and run in a Southeasterly direction along the Southwest line of Lots 810 through 807 in said Greystone Legacy 8th Sector for a distance of 536.95 feet to the point of beginning, said point of beginning also being a bend point on the Southwest line of said Lot 807; thence turn an angle to the left of 86 degrees, 51 minutes, 31 seconds and run in a Northeasterly direction for a distance of 51.10 feet to a point; thence turn an angle to the right of 75 degrees, 57 minutes, 35 seconds and run in a Southeasterly direction for a distance of 93.85 feet to a point; thence turn an angle to the left of 50 degrees, 15 minutes, 40 seconds and run in a Northeasterly direction for a distance of 90.87 feet to a point on a curve to the right, having a central angle of 01 degrees, 55 minutes, 53 seconds and a radius of 445.00 feet, said point also being on the Southwest right of way line of said Legacy Drive; thence turn an angle to the right, to the chord of said curve of 89

degrees, 59 minutes, 59 seconds and run in a Southerly direction along the arc of said curve for a distance of 15.00 feet to a point, said point also being on the Southwest right of way line of said Legacy Drive; thence turn an angle to the right from the chord of last stated curve of 90 degrees, 00 minutes, 01 seconds from the chord of last stated curve and run in a Southwesterly direction for a distance of 150.00 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 7.50 feet to a point, said point also being on the South line of said Lot 807 and the North line of Lot 805 in said Greystone Legacy 8th Sector; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along the South line of said Lot 807 and the North line of Lot 805 for a distance of 94.28 feet to a point, said point also being the Southwest corner of said Lot 807 and the Northwest corner of said Lot 805; thence turn an angle to the right of 129 degrees, 28 minutes, 34 seconds and run in a Northeasterly direction along the Southwest line of said Lot 807 for a distance of 74.50 feet to the point of beginning; said ingress and egress easement containing 8,941 square feet, more or less.