


STATE OF ALABAMA)
SHELBY COUNTY)


20080731000307820 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/31/2008 09:37:21AM FILED/CERT

AMENDMENT OF RECIPROCAL EASEMENT AGREEMENT

THIS AMENDMENT OF RECIPROCAL EASEMENT AGREEMENT (this “Amendment”) is made and entered into effective as of July **30** 2008 (the “Effective Date”), by and between **S.N.O., INC.**, an Alabama corporation (together with its successors and assigns, “SNO”), and **ALABAMA TELCO CREDIT UNION** (together with its successors and assigns, “Telco”).

Recitals

A. Pursuant to that certain Reciprocal Easement Agreement dated September 18, 2007 and recorded as Instrument 20070919000440310 (the “Original Agreement”), SNO and Telco burdened and benefited certain real property located in Chelsea, Shelby County, Alabama with certain reciprocal easements for access, ingress, egress and utilities.

B. SNO owns that certain property described as Lot 2 of the Alabama Telco Credit Union Addition to Chelsea as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate of Shelby County, Alabama (the “SNO Property”), and Telco owns that certain property described as Lot 1 of the Alabama Telco Credit Union Addition to Chelsea as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate of Shelby County, Alabama (the “Telco Property”).

C. Pursuant to Section 4 of the Original Agreement, SNO agreed to grant to Telco for the benefit of the Telco Property an easement for access, ingress and egress across the SNO Property to Shelby County Highway 39 and to Highway 280.

D. The parties have agreed to amend the Original Agreement to grant and more fully describe such easement as set forth herein. The Original Agreement, as amended by this Amendment, is hereinafter referred to as the “REA.”

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by reference as if set forth in full, together with the promises below, and intending to be legally bound and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNO and Telco, agree to amend the REA as follows:

1. **Easements**. In addition to the easement for access, ingress and egress described and set forth in Section 1 of the REA, there is established for the benefit of the Telco Property and the SNO Property a private easement for access, ingress and egress over the approximately thirty (30) foot wide strips of property that are more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the “Access Road Property”). The access road constructed on the Access Road Property is a part of the Common Facilities.

2. Pro-Rata Share of Maintenance Expenses. The parties acknowledge and agree that the Telco Property contains 52,659 square feet and that the SNO Property contains 354,654 square feet. Accordingly, based on a total of 407,304 square feet, Telco's pro-rata share of maintenance expenses for the Common Facilities is 12.93% and SNO's pro-rata share of maintenance expenses for the Common Facilities is 87.07%. Future deed for all or a portion of the SNO Property will recite the number of square feet therein for the purpose of determining the owner's pro-rata share of maintenance expenses under this REA.

3. No Further Amendments. Except as expressly modified and amended hereby, the REA shall remain in full force and effect and unchanged.

4. Counterparts. This Amendment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

S.N.O., INC.

By: _____

Name: _____

Title: _____

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Steve Issis, whose name as President of S.N.O., Inc., an Alabama 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.


Given under my hand and official seal this 30th day of July, 2008.

Anne L. Marshall
Notary Public

(SEAL)

My commission expires: 3/12/2011

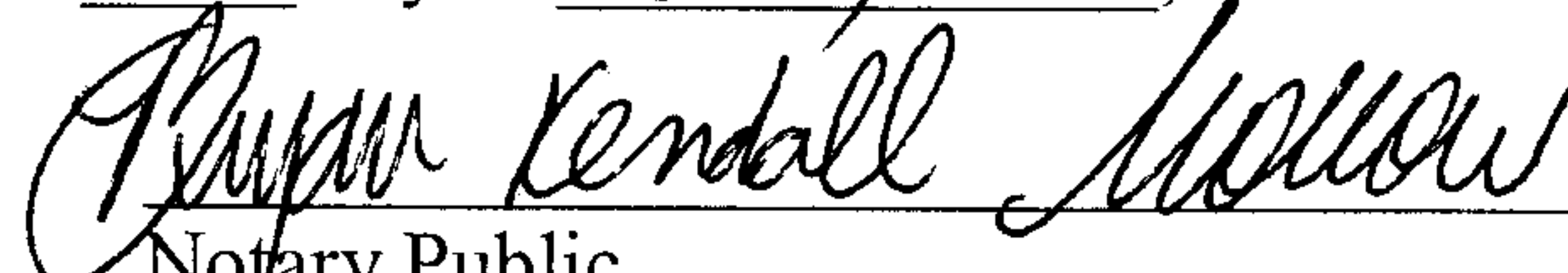
ALABAMA TELCO CREDIT UNION

By: 
Name: LINDA CENCULA
Title: PRESIDENT / CEO

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Linda Cencula, whose name as PRESIDENT / CEO of Alabama Telco Credit Union, a Fin. Institution, 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 instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said duty on the day the same bears date.

Given under my hand and official seal this 29 day of July, 2008.


Notary Public

(SEAL)

My commission expires: 12-29-09

This instrument was prepared by:
M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618

EXHIBIT A

Description of Access Road Property

30' Access Road Easement Between Lot 2A & 2B

Commence at the Southwestern most corner of Lot 2, Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on a curve turning to the left on the Northern most right of way line of U.S. Highway 280, said curve having a radius of 11609.16, a central angle of 00 degrees 54 minutes 22 seconds and a chord distance of 183.60 feet; thence run in an Easterly direction along the arc of said curve and along said right of way line and along the South boundary of Lot 2 for a distance of 183.61 feet to the POINT OF BEGINNING of a centerline of a 30 foot wide easement lying 15 feet on each side of, parallel to and abutting said centerline; thence turn an interior chord angle to the right of 96 degrees 22 minutes 27 seconds and run in a Northerly direction for a distance of 235.90 feet; thence turn an interior angle to the left of 183 degrees 37 minutes 30 seconds and run in a Northerly direction for a distance of 47.04 feet; thence turn an interior angle to the left of 99 degrees 20 minutes 57 seconds and run in a Northeasterly direction for a distance of 184.08 feet; thence turn an interior angle to the right of 177 degrees 44 minutes 52 seconds and run in a Northeasterly direction for a distance of 156.15 feet to a point on the Western most right of way line of Shelby County Road No. 39 and the end of the easement herein described.

30' Access Road Easement (Lot 2-C)

Commence at the Southeast corner of Lot 1, Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on the Northern most right of way line of U.S. Highway 280; thence run in a Northerly direction along the Eastern most line of Lot 1 for a distance of 46.09 feet to the POINT OF BEGINNING of a centerline of a 37 foot wide easement lying 18.5 feet on each side of, parallel to and abutting said centerline; thence deflect right 83 degrees 45 minutes 46 seconds and run in an Easterly direction for a distance of 168.58 feet to the end of the easement herein described.