

STATE OF ALABAMA)
 :
SHELBY COUNTY)


20111221000387420 1/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/21/2011 02:59:46 PM FILED/CERT

**FIRST AMENDMENT TO RESTRICTIVE COVENANT
AND RECIPROCAL EASEMENT AGREEMENT**

This First Amendment to Restrictive Covenant and Reciprocal Easement Agreement (this "Amendment" is made and entered into as of this 20 day of December, 2011, by and between **SETON PROPERTY CORPORATION OF NORTH ALABAMA, an Alabama nonprofit corporation**, its successors and assigns (hereinafter, "Seton") and **STV ONE NINETEEN SENIOR LIVING, LLC**, its successors and assigns (hereinafter "Senior Living").

RECITALS:

- A. Seton and Senior Living entered into that certain Restricted Covenant and Reciprocal Easement Agreement dated December 28, 2007, recorded at Instrument Number 20071228000583600 in the Office of the Judge of Probate of Shelby County, Alabama (the "Easement Agreement").
- B. Unless defined otherwise herein, all capitalized terms shall have the identical meaning as defined in the Easement Agreement.
- C. STEF no longer owns an interest in the Seton Parcel or the Facility, and Seton is the fee simple owner of the same.
- D. The Plat was duly executed and recorded as St. Vincent's Hospital Highway No. 119 Survey in MB 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama and Seton is the owner of Lot 1-A and Senior Living is the owner of Lot 1-B and depicts, among other things, the location of the Entranceway.
- E. During the development of the improvements on the Senior Living Parcel, it was determined that the Entranceway should be increased in area and size for the benefit of both the Seton Parcel and the Senior Living Parcel (the "Extended Entranceway").
- F. The Extended Entranceway is wholly located on the Seton Parcel and is legally described as Parcel 2 in the attached Exhibit "C," and depicted on Exhibit "C-1" attached hereto.
- G. The parties therefore desire to amend the Easement Agreement as follows:

AGREEMENT

1. **Amendments to Easement Agreement.** The parties hereby agree to amend the Easement Agreement as follows:

- a. Recital G is hereby deleted in its entirety and replaced with the following:
- “G. The Property is accessed across a roadway, a portion of which is labeled on the Plat as “Easement for Ingress and Egress” and the remainder of which is depicted on Exhibit “C-1” attached hereto, which roadway is improved with a divided entranceway and paved drive and is located on the Seton Parcel and the Senior Living Parcel adjacent to the public right of way known as Greystone Way (the “Entranceway”).
- b. The Entranceway Legal Description described in Exhibit "C" of the Easement Agreement is hereby deleted in its entirety and replaced with the Entranceway Legal Description in Exhibit "C" attached hereto.
- c. A new Exhibit "C-1" depicting the layout of the Extended Entranceway is hereby added and affixed to the Easement Agreement (which Exhibit “C-1” also shows the general area of the platted layout of the original Entranceway, for reference).
- d. Paragraph 2 of the Easement Agreement is hereby deleted in its entirety and replaced with the following revised Paragraph 2:
- “2. Reciprocal Access Easement. Seton and Senior Living hereby declare, create and impose on the Seton Parcel for the benefit of the Senior Living Parcel and on the Senior Living Parcel for the benefit of the Seton Parcel a non-exclusive perpetual ingress and egress easement for both vehicular and pedestrian traffic (the “Access Easement”), over and across the Entranceway, as it is presently constructed, the same being contiguous to the public right-of-way of Greystone Way and the secondary emergency access to the public right-of-way Highway 119 (the “Secondary Access Drive”).
2. Miscellaneous Provisions.
- (a) Full Force and Effect. Unless expressly modified by the terms of this Amendment, the Easement Agreement shall remain in full force and effect.
- (b) Covenants. The terms contained in this Amendment shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- (c) Governing Law. This Amendment shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama.
- (d) Headings. The article headings in this Amendment are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Amendment, nor shall they be used in connection with the interpretation hereof.
- (e) Severability. The invalidity of any provision of this Amendment shall not affect the enforceability of the remaining provisions of this Amendment or any part hereof.



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IN WITNESS WHEREOF, Seton and Senior Living have caused this Agreement to be executed as of the _____ day of _____, 2011.

SETON:

SETON PROPERTY CORPORATION OF NORTH ALABAMA

By: David C. Cagle
 Its: Authorized Member Officer

SENIOR LIVING:

STV ONE NINETEEN SENIOR LIVING, LLC

By: _____
 Its: _____

**STATE OF ALABAMA)
 JEFFERSON COUNTY)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David C. Cagle, whose name as Authorized Member Officer of Seton Property Corporation of North Alabama, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of December, 2011.
Charlotte L. Delischi

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: June 10, 2015
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

IN WITNESS WHEREOF, Seton and Senior Living have caused this Agreement to be executed as of the 20 day of December, 2011.

SETON:

SETON PROPERTY CORPORATION OF
NORTH ALABAMA

By: _____
Its: _____

SENIOR LIVING:

STV ONE NINETEEN SENIOR LIVING, LLC

By: Alia Warty
Its: Authorized Agent

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Seton Property Corporation of North Alabama, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the _____ day of _____, 2011.

Notary Public
My commission expires: _____

STATE OF ALABAMA)
Shelby COUNTY)


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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allan Worthington, whose name as Authorized Agent of STV One Nineteen Senior Living, LLC a Delaware 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 company.

Given under my hand and official seal this the 19th day of December, 2011.

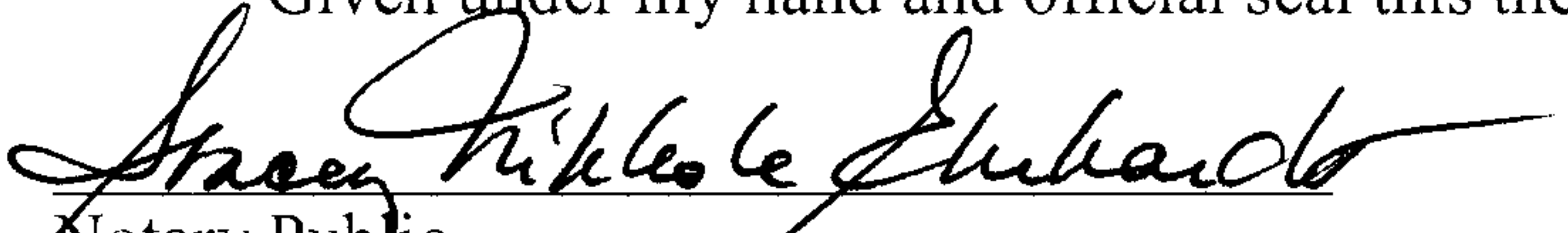

Notary Public
My commission expires
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 6, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT C
The Entranceway Legal Description

Parcel 1 (Existing Entranceway):

A Part of LOT 1, GREYSTONE – SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeasterly Corner-of LOT 1, GREYSTONE – 3rd SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama; said point also lying on a curve to the right having a radius of 410.00 feet and a central angle of 43°51'30"; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve and the Northerly right-of-way line of Greystone Way a distance of 313.84 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 168.30 feet to the Point of Beginning of the Easement for Ingress and Egress herein described; thence 91°09'24" to the right in a Northeasterly direction (leaving said right-of-way line) a distance of 74.24 feet to the P.C. (point of curve) of a curve to the right having a radius of 338.00 feet and a central angle of 13°26'00"; thence in a Northeasterly direction along the arc of said curve a distance of 79.25 feet to a point; thence 7°11'14" to the left (angle measured to tangent) in a Northeasterly direction a distance of 45.80 feet to the P.C. (point of curve) of a curve to the right having a radius of 100.00 feet and a central angle of 15°29'30"; thence in a Northeasterly direction along the arc of said curve a distance of 27.04 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 542.00 feet and a central angle of 22°46'36"; thence in a Northeasterly direction along the arc of said curve a distance of 215.46 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 70.27 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 50.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 70.27 feet to the P.C. (point of curve) of a curve to the right having a radius of 492.00 feet and a central angle of 30°44'13"; thence in a Southwesterly direction along the arc of said curve a distance of 263.94 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 160.50 feet and a central angle of 23°19'45"; thence in a Southwesterly direction along the arc of said curve a distance of 65.35 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 417.00 feet and a central angle of 6°22'07"; thence in a Southwesterly direction along the arc of said curve a distance of 46.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 75.03 feet to a point on the Northeasterly right-of-way line of Greystone Way; thence 91°09'24" to the left in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 78.02 feet to the Point of Beginning.

TOGETHER WITH, the following described contiguous property:

Parcel 2 (Extended Entranceway):

A 50-foot-wide strip of land lying 50.00 feet Westerly of and adjacent to the Easterly line of and being a part of Lot 1-A, St. Vincent's Hospital Highway No. 119 Survey, as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwesterly corner of Lot 1-B, St. Vincent's Hospital Highway No. 119 Survey, as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama, said point also being a corner of Lot 1-A, of said St. Vincent's Highway No. 119 Survey and being the P.C. (Point of Curve) of a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence in a Southeasterly, Southerly, and Southwesterly direction along the arc of said curve and along the Easterly line of said Lot 1-A, said line also being the Westerly line of said Lot 1-B, a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the aforementioned common line of said Lot 1-A and Lot 1-B a distance of 39.65 feet to a common corner of said lots, said point being the Northeast corner of an easement for ingress and egress as described in that certain Restrictive Covenant and Reciprocal Easement Agreement between Seton Property Corporation of North Alabama and STV One Nineteen Senior Living, LLC dated December 28, 2007 and recorded in Instrument No. 20071228000583600 in the office of the Judge of Probate of Shelby County, Alabama; thence $90^{\circ}00'$ to the right in a Northwesterly direction along a common line of said lots and its extension and along the Northeasterly line of said ingress and egress easement a distance of 50.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northeasterly direction (leaving said Northeasterly line of said easement), parallel to the Easterly line of said Lot 1-A and the Westerly line of said Lot 1-B a distance of 39.65 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 605.00 feet and a central angle of $47^{\circ}12'36''$; thence in a Northeasterly, Northerly, and Northwesterly direction along the arc of said curve and parallel to the aforementioned common line of said lots a distance of 498.50 feet to the P.T. (Point of Tangent) of said curve; thence $90^{\circ}00'00''$ to the right (angle measured to tangent) in a Northeasterly direction a distance of 50.00 feet to the Point of Beginning.

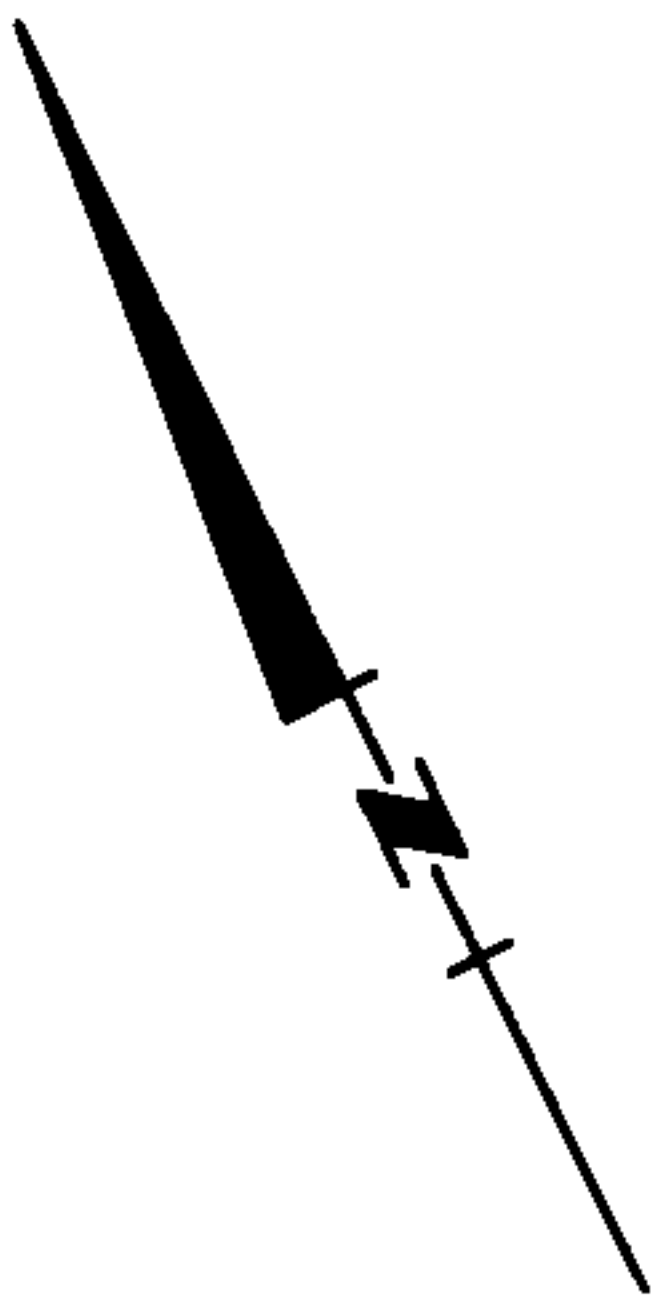
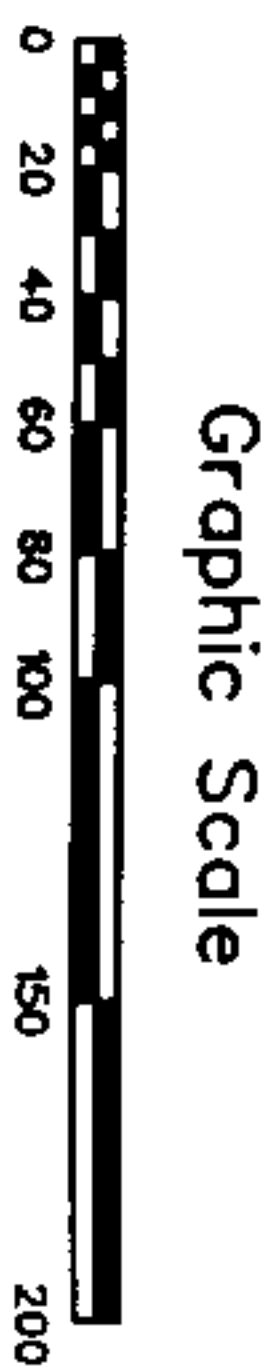
EXHIBIT "C-1"
Depiction of Extended Easement Area



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LOT 1-A INGRESS & EGRESS EASEMENT EXHIBIT

PREPARED BY:
WALTER SCHOEL ENGINEERING COMPANY, INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
(205) 323-6166
AUGUST 18, 2011

