

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT TO EASEMENT FOR INGRESS, EGRESS, AND UTILITIES
AND AGREEMENT REGARDING RESTRICTIVE COVENANT**

THIS FIRST AMENDMENT TO EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AND AGREEMENT REGARDING RESTRICTIVE COVENANT (this "First Amendment") is made effective as of the 1 day of ~~June~~ ^{Oct.}, 2012, by JO RAY FARR (the "Grantor") in favor of JAMES DENNEY and TRECIA DENNEY, husband and wife (collectively, whether one or more, the "Grantee").

RECITALS

A. Grantor, Grantee and Larry D. Farr ("L. Farr") executed and delivered that certain **EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AND AGREEMENT REGARDING RESTRICTIVE COVENANT** dated November 7, 2011 and recorded with the Judge of Probate of Shelby County, Alabama as instrument 20120110000013560 (the "Agreement");

B. L. Farr died November 17, 2011, and Grantor is the successor by survival to L. Farr's interest in the "Grantor Property", "Access Road" and "Easement Area" more particularly described in the Agreement;

C. Grantor desires to sell and Grantee desires to buy that portion of the Grantor Property more particularly described on the attached Schedule 1 (the "Access Parcel");

D. Grantor and Grantee desire to amend the definition of "Grantee Property" in the Agreement to include the Access Parcel, to amend the definition of "Grantor Property" in the Agreement to exclude the Access Parcel, to terminate the obligation of Grantee to construct the New Access Road and to reaffirm and amend the Agreement to reflect such changes;

E. This First Amendment is a condition precedent to Grantee's closing on the purchase of the Access Parcel.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Definitions.** The Agreement is hereby amended as follows in order to (i) add the Access Parcel to the Grantee Property and (ii) exclude the Access Parcel from the Grantor Property:

(a) The following shall be added to the end of the description of the "Grantee Property", as defined in the Agreement: "TOGETHER WITH the Access Parcel.

(b) The following shall be added to the end of the description of the "Grantor Property",

as defined in the Agreement: "LESS AND EXCEPT the Access Parcel".

(c) As used in the Agreement, "Access Parcel" shall mean the property described on the attached Schedule 1.

2. **Reaffirmation of Easement.** Grantor hereby reaffirms to and for the benefit of the Grantee, Grantee's heirs, successors and assigns, and the Grantee Property (as amended by this First Amendment) the Easement over the Easement Area. Except for the additional Grantee Property benefitted by this First Amendment, nothing herein shall be deemed to amend, restrict or otherwise modify the Easement or the terms and conditions of section 1 of the Agreement.

3. **No Obligation to Extend Access Road/Utilities.** Section 2(i) entitled "Extension of Access Road/Utilities" is hereby deleted. Grantor and Grantee hereby agree that all utilities currently serving the Grantee Property may remain in their current location and Grantor hereby confirms and grants an easement to permit such location, together with Grantee's right to access such utilities for purposes of maintenance, repair and/or replacement.

4. **Restrictive Covenant.** Grantor and Grantee hereby agree that the Grantee Property (as amended by this First Amendment) shall continue to be excluded from the Acreage Requirement (as defined in the Agreement); provided, however, other than any subdivision of the Access Parcel from the Grantor Property (which may be initiated by Grantee as determined by Grantee in its discretion), Grantee agrees that it will not further subdivide (by either conveyance or formal subdivision process) the Grantee Property during the term of the Restrictive Covenant.

5. **Right of Successors.** The easement created in this Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Grantor hereby represents and warrants that she is the sole owner of the Grantor Property, free and clear of any encumbrances, that no third parties must consent to entering into this Agreement and that Grantor succeeded to all interests of Larry D. Farr in the Grantor Property. Grantor hereby reaffirms the terms and conditions of the Agreement, as amended hereby.



20121001000372640 2/5 \$25.00
Shelby Cnty Judge of Probate, AL
10/01/2012 11:39:21 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed as of the day and year first above written.

GRANTOR:

Jo Ray Farr

JO RAY FARR

STATE OF ALABAMA)
COUNTY OF Shelby)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JO RAY FARR**, whose name is signed to the foregoing First Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, executed the same voluntarily .

Given under my hand and seal, this 1st day of October, 2012.

Robert J. Fowler

NOTARY PUBLIC

My Commission Expires: 10-6-12


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GRANTEE:

James Denney
JAMES DENNEY

Trecia Denney
TRECIA DENNEY

STATE OF ALABAMA)

COUNTY OF SHelBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Denney, whose name is signed to the foregoing First Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, executed the same voluntarily .

Given under my hand and seal, this 1st day of October, 2012.

Robert L. Fulmer
NOTARY PUBLIC

My Commission Expires: 10-6-12

STATE OF ALABAMA)

COUNTY OF SHelBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Trecia Denney, whose name is signed to the foregoing First Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, executed the same voluntarily .

Given under my hand and seal, this 1st day of October, 2012.

Robert L. Fulmer
NOTARY PUBLIC

My Commission Expires: 10-6-12

This Instrument Prepared By: Damon P. Denney, Esq., Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203.



20121001000372640 4/5 \$25.00
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SCHEDULE 1

LEGAL DESCRIPTION OF THE ACCESS PARCEL

TRACT 2

A part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S 89°44'09" E 622.02 feet along the $\frac{1}{2}$ mile line to a set $\frac{1}{2}$ " capped rebar (HLS LLC, CA-954-LS) and the point of beginning; thence continue along said $\frac{1}{2}$ mile line S 89°44'09" E 231.63 feet to a $\frac{1}{2}$ " capped rebar found (S. Wheeler, PLS 16165); thence N 00°15'51" E 856.25 feet to a set $\frac{1}{2}$ " capped rebar on the edge of Lay Lake; thence along the edge of said lake the following courses: S 46°10'14" W 103.13 feet; thence S 80°09'50" W 64.06 feet; thence N 76°29'16" W 50.98 feet; thence N 61°13'01" W 53.03 feet; thence leaving said lake S 00°08'32" W 810.26 feet to the point of beginning. Containing 4.25 acres more or less.

Subject to existing right of ways for public roads, utility lines, easements and restrictions of record if any.

