

STATE OF ALABAMA : *h*

COUNTY OF BALDWIN :

AMENDED AND RESTATED EASEMENT AGREEMENT

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2007 March -27 1:34PM
Instrument Number 1039674 Pages 6
Recording 24.00 Mortgage
Deed .50 Min Tax
Index DP
Archive 5.00
Adrian T. Johns, Judge of Probate

This Agreement is made this 26th day of March, 2007, by and between **William F. Harris** and **Yvonne H. Harris**, husband and wife ("Grantors"), and **Timothy P. McCrory** and **Tracy Holiday**, husband and wife ("Grantees").

R E C I T A L S:

Grantors are the owners of the property attached hereto as Exhibit "A" and made a part hereof (the "Grantor Property"), and Grantees are the owners of the property described on Exhibit "B" attached hereto and made a part hereof (the "Grantee Property") acquired by deed recorded as Instrument No. 999295 of the records in the Office of the Judge of Probate of Baldwin County, Alabama (the "Records"). Grantors and Lee Young ("Young") executed that certain Easement Agreement dated August 19, 2005 (the "Easement Agreement"), and recorded as Instrument No. 963416 of the Records. Young acquired the Grantee Property from the Grantors by deed dated August 19, 2005, and recorded as Instrument No. 963415 of the Records. Young conveyed the Grantee Property to M³, LLC, by deed dated November 23, 2005, and recorded as Instrument No. 939568 of the Records. M³, LLC conveyed the Grantee Property to the Grantees by deed dated August 24, 2006, and recorded as Instrument No. 999295 of the Records. Hence, Grantees are the assignees and successors in title to the Grantee Property as referenced in the Easement Agreement, and now constitute all the owners of the Grantee Property. The Easement Agreement was inadvertently recorded without the Exhibit "A" (to the recorded Easement Agreement) being attached thereto. The purposes of this Amended and Restated Easement Agreement are to correct and clarify the legal description of the portion of the Grantor Property upon which the Easement traverses the Grantor Property (the "Easement Property" as herein defined), and to clarify and correctly describe the legal description for the Grantee Property.

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

1. Grantee Property. The correct legal description of the Grantee Property is hereby clarified and is as corrected and described on Exhibit "C" attached hereto and made a part hereof ("Corrected Grantee Property"), and as shown on boundary survey prepared by Hutchinson, Moore & Rauch, LLC ("HMR"), dated March 20, 2007.

2. Easement Property. The legal description of the portion of the Grantor Property upon which the Easement is located is as described on Exhibit "D" attached hereto and made a part hereof, and as shown on survey by HMR dated March 20, 2007 (the "Easement Property"),

and the Grantors do hereby GRANT, BARGAIN, SELL AND CONVEY to Grantees, the survivor of them, their heirs, assigns, guests and invitees, a perpetual non-exclusive easement (the "Easement") for pedestrian, vehicular, and utilities purposes over and across the Easement Property described on Exhibit "D", subject to the following provisions:

A. No more than three (3) single family homes may be built on the Corrected Grantee Property. If more than three homes are built, or if any other residential structures are built on the Corrected Grantee Property, this Easement shall expire and terminate.

B. If any property adjoining and situated to the north of the Corrected Grantee Property is purchased by Grantees, or their heirs and assigns or successors in title, then this Easement shall expire and terminate.

C. Grantees agree to make improvements to the portion of the existing roadway that lies within the Easement Property, including but not limited to, grading, draining and paving or other hard surfacing. Grantees shall pay the initial costs of such improvements, and materials and construction methods used in these improvements shall be subject to the prior approval of Grantors. Grantees shall keep and maintain the road clean and in a good state of repair during any construction that may occur on the Easement Property.

D. Long term maintenance and repairs of the Easement Property shall be carried out when necessary and the cost thereof shall be split evenly among the owners of the Corrected Grantee Property and the owner of the Grantor Property (for example, if the Corrected Grantee Property is subdivided into three lots, then the long term maintenance and repairs of the Easement on the Easement Property shall be paid at 25% by each of the owners of the three subdivided lots of the Corrected Grantee Property and the owner of the Grantor Property.

Should Grantees or their heirs, assigns and successors in title fail to perform any covenant, undertaking or obligation arising hereunder, all rights and privileges granted hereby shall terminate and this Easement Agreement, as hereby amended and restated, shall be of no further force and effect.

Grantors retain, reserve and shall continue to enjoy the use of the surface of the Easement Property for any and all purposes that do not interfere with and prevent the use by the Grantees, their heirs and assigns, and the owners of the three subdivided lots (if subdivided) on the Corrected Grantee Property, including the right to build, use the surface of the Easement Property for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting, parking areas and the like.

IN WITNESS WHEREOF, this Amended and Restated Easement Agreement is executed on the date and year first above written.

GRANTORS:

WITNESSES:

C. Wilk

William F. Harris
WILLIAM F. HARRIS

WITNESSES:

Yvonne H. Harris

Yvonne H. Harris
YVONNE H. HARRIS

GRANTEE:

WITNESSES:

Shannon Bedinger

T. P. McCrory
TIMOTHY P. MCCRORY

WITNESSES:

Tracy Holiday

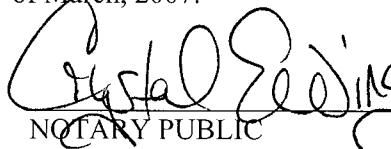
Tracy Holiday
TRACY HOLIDAY

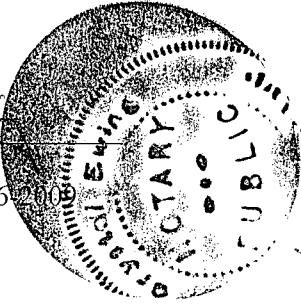
By: Timothy P. McCrory as
her Power of Attorney

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM F. HARRIS and YVONNE H. HARRIS, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, they each have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of March, 2007.

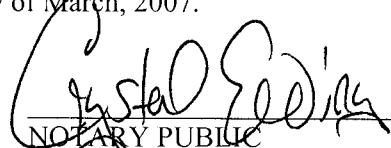

NOTARY PUBLIC
My Commission Expires: 5-16-2009

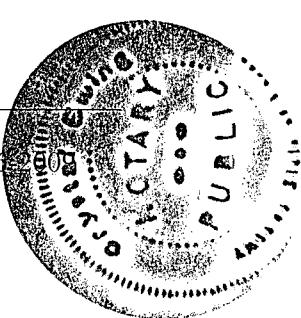


STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that TIMOTHY P. MCCRORY, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of March, 2007.

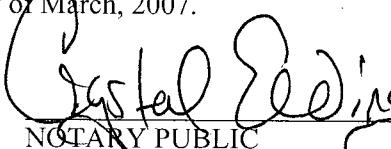

NOTARY PUBLIC
My Commission Expires: 5-16-2009



STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that TIMOTHY P. MCCRORY, acting in his capacity as Attorney-in-Fact for TRACY HOLLIDAY, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, in his capacity as such Attorney-in-Fact, has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of March, 2007.


NOTARY PUBLIC
My Commission Expires: 5-16-2009

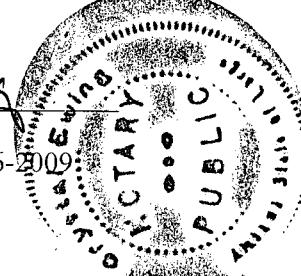


EXHIBIT A

JFH This is Exhibit A to that certain Amended and Restated Easement Agreement dated March 2007, by and between William F. Harris and Yvonne H. Harris, as Grantors, and Timothy P. McCrory and Tracy Holiday, as Grantees.

Grantor Property

All that tract or parcel of land lying and being located in Section 12, Township 8 South, Range 4 East, Baldwin County, Alabama and known as Baldwin County Parcel No. 61-02-12-0-000-060.001 and being more particularly described as follows:

Commencing at the purported Southeast corner of the Northeast quarter of Section 12, Township 8 South, Range 4 East; thence South 89°35'19" West, a distance of 849.0 feet to the Point of Beginning; thence South 15°46'07" West, a distance of 285± feet to the margin of Wolf Creek; thence Northwesterly along said margin of Wolf Creek a distance of 93± feet to a point; thence North 00°00'45" East a distance of 281± feet to a point; thence North 89°35'19" East, a distance of 170.96 feet to the Point of Beginning. Said described parcel containing 0.9 acre of land more or less

EXHIBIT B

JLH This is Exhibit B to that certain Amended and Restated Easement Agreement dated March 2007, by and between William F. Harris and Yvonne H. Harris, as Grantors, and Timothy P. McCrory and Tracy Holiday, as Grantees.

Grantee Property

All that tract or parcel of land lying and being located in Section 12, Township 8 South, Range 4 East, Baldwin County, Alabama and known as Baldwin County Parcel No. 61-01-12-0-000-057.00 and being more particularly described as follows:

Commencing at the purported Southeast corner of the Northeast quarter of Section 12, Township 8 South, Range 4 East; thence South 89 degrees 35' 19" West, a distance of 1019.96 feet to the point of beginning; thence South 00 degrees 00' 45" West, a distance of 281+ or - feet to the margin of Wolf Creek; thence Northwesterly along said margin of Wolf Creek a distance of 1,125 + or - feet to a point; thence North 89 degrees 35' 19" East a distance of 931 + or - feet to the point of beginning. Said described parcel containing 2.2 acre of land more or less.

EXHIBIT C

W.H. This is Exhibit C to that certain Amended and Restated Easement Agreement dated March 2007, by and between William F. Harris and Yvonne H. Harris, as Grantors, and Timothy P. McCrory and Tracy Holiday, as Grantees.

Corrected Grantee Property

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 WOLF RIDGE ESTATES AS RECORDED ON SLIDE NUMBER 2215-E IN THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°56'47"-W ALONG THE NORTH RIGHT-OF-WAY LINE OF WILSON ROAD 110.32 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF WILSON ROAD; THENCE RUN S-89°35'19"-W, LEAVING SAID WEST RIGHT-OF-WAY LINE 171.03 FEET TO THE POINT OF BEGINNING; THENCE RUN S-00°01'26"-W, 281.24 FEET TO A POINT ON THE NORTH MARGIN OF WOLF CREEK; THENCE RUN NORTHWESTERLY ALONG SAID NORTH MARGIN, 1087 FEET MORE OR LESS TO A POINT THAT IS N-73°28'22"-W 965.29 FEET FROM THE LAST POINT OF CALL; THENCE RUN N-89°35'19"-E, LEAVING SAID NORTH MARGIN OF WOLF CREEK, 925.55 FEET TO THE POINT OF BEGINNING, CONTAINING 1.84 ACRES MORE OR LESS. AND LYING IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT D

Holiday This is Exhibit D to that certain Amended and Restated Easement Agreement dated March 2007, by and between William F. Harris and Yvonne H. Harris, as Grantors, and Timothy P. McCrory and Tracy Holiday, as Grantees.

Easement Property

A 30 FOOT INGRESS/EGRESS AND UTILITY EASEMENT
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 WOLF RIDGE ESTATES AS RECORDED ON SLIDE NUMBER 2215-E IN THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°56'47"-W ALONG THE NORTH RIGHT-OF-WAY LINE OF WILSON ROAD 110.32 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF WILSON ROAD AND THE POINT OF BEGINNING; THENCE RUN S-15°46'07"-W, ALONG SAID WEST RIGHT-OF-WAY LINE 31.24 FEET TO A POINT; THENCE RUN S-89°35'19"-W, LEAVING SAID WEST RIGHT-OF-WAY LINE 162.33 FEET TO A POINT; THENCE RUN N-00°01'26"-E, 30.00 FEET TO A POINT; THENCE RUN N-89°35'19"-E, 171.03 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.