Clock#: 1285983 FILED FOR RECORD

UPON RECORDING RETURN TO:

James R. Gardner, LLC P.O. Drawer 879 Richmond Hill, GA 31324 Attn: James R. Gardner, Esq.

> Cross reference to: Deed Book 335-X, Page 250, Clerk of Superior Court, Chatham County, Georgia

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment to Easement Agreement") is made this 10th day of September, 2010, by and between ALTA BRADLEY PARK, L.P., a Georgia limited partnership ("Alta"); BRADLEY BOULEVARD, LLC, a Georgia limited liability company ("Bradley"); and, LANYARD HOLDINGS, LLC, ("Lanyard"), a Georgia limited liability company.

WITNESSETH:

WHEREAS, Alta and Bradley entered into that certain Easement Agreement dated December 28, 2007, recorded in Deed Book 335-X, Page 250 in the Office of the Clerk of Superior Court of Chatham County, Georgia (the "Easement Agreement");

WHEREAS, Lanyard has agreed, jointly and severally, to perform and fulfill all obligations of Bradley under the Easement Agreement as a co-obligor with Bradley; and

WHEREAS, the parties wish to change the location of the drainage easement granted to Alta under the Easement Agreement and alter certain other terms and conditions of the Easement Agreement as it relates to said drainage easement and the rights and obligations with respect to the same, including but not limited to the obligation for construction of the easement improvements which is to be assumed by Lanyard along with Bradley, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the parties one to the other, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Bradley, Lanyard and Alta do hereby agree as follows:

The parties do hereby agree that the perpetual, non-exclusive easement and right-of-way 1. (the "Drainage Easement") referenced in Exhibit "C" attached to and incorporated into the Final BRADLEY AMENDED%20MMMBUCKHEAD-#1836445-v3-bradley park_easement_agreement282410BRADLEY AMENDED%20MMMBUCKHEAD-#1836445 v3 bradley_park_easement_agreement272210.doe

Easement Agreement (the "Storm Water Drainage Easement Area") for the purpose of allowing the drainage of surface storm water off of the Alta Property into pipes and facilities constructed in the Storm Water Drainage Easement Area ("Storm Drainage Facilities") shall be relocated to that area shown on the attached Exhibit "1", which is incorporated herein by reference, and which is the location of a Drainage Easement granted Alta and Lanyard Holdings, LLC (hereinafter "Lanyard") by Beacon Builders, Inc., (hereinafter "Beacon") under that Easement Agreement dated [6 • 10], 2010 recorded in Deed Book 364-3 Page 224, Chatham County, Georgia deed records. Paragraph 1 of the Easement is dereby amended to reflect the change in the location of the easement.

2. The parties do hereby amend paragraph 2(a) of the Easement Agreement so that it shall read as follows:

"2. Installation of Storm Drainage Facilities.

- Bradley and Lanyard, jointly and severally, shall install all Drainage Facilities in the Drainage Easement Area in accordance with those certain plans and specifications entitled "Site Drawings of Villages of Vallambrosa - Ph II-B for Beacon Builders, Inc"., prepared by Kern-Coleman & Co., LLC and dated June 7, 2010 (the "Drainage Plans and Specifications"). Neither Lanyard nor Bradley shall make any material changes to the Drainage Plans and Specifications without obtaining the prior consent of Alta, which consent shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no response is provided in writing within five (5) days of request therefor. Lanyard and Bradley shall obtain all required permits and approvals, shall install the Drainage Facilities at their sole cost and expense, and shall complete installation of the Drainage Facilities no later than March 31, 2011 For purposes of this Agreement, "complete(d) installation" of the ("Completion Date"). Drainage Facilities shall occur on the date on which Kern Coleman certifies to Beacon and Alta that the Drainage Facilities have been fully installed in accordance with Drainage Plans and Specifications and that all governmental approvals to use the Drainage Facilities have been obtained.
- 3. The parties do further agree that Lanyard shall be jointly and severally obligated with Bradley to perform and fulfill all obligations of Bradley under the Easement Agreement and the Easement Agreement is hereby amended to add Lanyard as a co-obligor with Bradley.

All other terms and conditions of the Easement Agreement shall remain in full force and effect except as modified hereby or inconsistent with this Amendment to Easement Agreement.

IN WITNESS WHEREOF, Bradley, Lanyard and Alta have executed and delivered this Agreement as of the day and year first above written.

(Signatures follow on the next page)

BRADLEY:

Signed, sealed and delivered

in the presence of:

Unofficial Witness

John Public Mindy

My Commission Expires:

(NOTARIAL SEAL)

Signed, sealed and delivered

in the presence of:

Unofficial Witness

Chenge R.

My commission Expires:

OTALIAL SEAL)

BRADLEY BOULEVARD, LLC,

A Georgia limited liability company

By: Robert W. Lee, Manager

LANYARD:

LANYARD HOLDINGS, LLC,

A Georgia limited liability company

By:

Robert W. Lee, Manager

(Signatures continued on the next page)

ALTA:

Signed, sealed and delivered in the presence of:

Unofficial Witness

My Commission Expire



ALTA BRADLEY PARK, L.P.,

a Georgia limited partnership

By: Wood Alta Bradley Park, LLC, a Georgia limited liability company, its general partner

> By: Wood Affordable Housing South, Inc., a Georgia corporation, its manager

Title:

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EXHIBIT "1"

(Property Description, Lot 3 Drainage Easement)

All that certain parcel of land located in the 7th G.M. District, City of Savannah, Chatham County, State of Georgia being a drainage easement of varying width crossing a portion of Lot 3, a subdivision of Parcel 2-A, Vallambrosa Plantation, recorded in Subdivision Map Book 30-S, page 87, containing 0.62 acres and being more particularly described as follows:

Commencing at an iron rod found at the corner of U.S. Highway 17 and Bradley Boulevard thence along the northern Right-of-Way line of Bradley Boulevard S50°26'08"E a distance of 284.19' to an iron pipe found being the southeastern property corner of Lot 1, a subdivision of Parcel 2A, Vallambrosa Plantation, thence S50°26'08"E a distance of 17.08' to a nail found, thence along a curve to the left having a length of 42.95', a radius of 619.47', a tangent of 21.48', a delta of 3°58'22", a bearing of S52°25'18"E, and a chord of 42.94' to a point being the southeastern property corner of Lot 2A, a subdivision of Lot 2 of Parcel 2-A, Vallambrosa Plantation, thence continuing along a curve to the left having a length of 140.74', a radius of 619.47', a tangent of 70.68', a delta of 13°01'04", a bearing of S60°55'00"E, and a chord of 140.44' to an iron pipe found, thence S67°25'32"E a distance of 345.84' to an iron pipe found on the southeastern corner of Lot 2B, a subdivision of Lot 2 of Parcel 2-A, Vallambrosa Plantation, thence along the eastern property line of Lot 2B and the western property line of Lot 3 N24°38'04"E a distance of 76.64' to an iron pipe found, thence along a curve to the right having a length of 280.15', a radius of 995.00', a tangent of 141.01', a delta of 16°07'55", a bearing of N32°42'02"E, and a chord of 279.22' to the point of beginning, thence continuing along a curve to the right having a length of 20.06', a radius of 995.00', a tangent of 10.03', a delta of 1°09'19", a bearing of N41 °20'38"E, and a chord of 20.06' to a point; thence through Lot 3 S53°06'20"E a distance of 70.29' to a point, thence S39°21'58"W a distance of 94.79' to a point, thence S53°20'23"E a distance of 97.98' to a point, thence S70°31'35"E a distance of 79.60' to a point, thence S54°14'22"E a distance of 193.79' to a point, thence S11°07'50"W a distance of 226.91' to a point, thence S24°37'38"E a distance of 63.12' to a point, thence S47°25'26"E a distance of 70.92' to a point, thence S44°30'06"W a distance of 87.41' to a point, thence along the northern Right-of-Way of Bradley Boulevard N39°37'24"W a distance of 30.16' to a point, thence through Lot 3 N44°30'06"E a distance of 53.30' to a point, thence N47°25'26"W a distance of 45.94' to a point, thence N24°37'38"W a distance of 78.84' to a point, thence N11°07'50"E a distance of 211.84' to a point, thence N54°14'22"W a distance of 174.21' to a point, thence N62°48'44"W a distance of 82.42' to a point, thence N53°20'23 "W a distance of 115.46' to a point, thence N37°56'41 "E a distance of 99.80' to a point, thence N53°06'20"W a distance of 50.12' to the point of beginning, and containing 0.62 acres (27,203 square feet).

Said easement area is more particularly shown and described on that certain plat of survey prepared for Lanyard Holdings, LLC, by Kern-Coleman & Co., LLC, Terry Mack Coleman, GRLS No. 2486, dated May 17, 2010, and entitled "An Easement Plat of Lot 3, Vallambrosa

Plantation, 7th GM District, City of Savannah, Chatham County, Georgia", said plat being incorporated herein by express reference for descriptive and all other purposes.